



April 16, 2018

Dear Prospective Bidder:

The EARLY LEARNING COALITION OF OSCEOLA COUNTY (Coalition) is requesting a three (3) year **Information Technology, Data Security and Tech-Support Proposal** from qualified companies serving the Central Florida area. Please consider this communication a formal request for qualifications (RFQ). Responses will be used to determine the best-qualified company for these services and will be the basis for negotiating a contract. Any contract resulting from this RFQ will be based on one (1) year of service, with two (2) one-year options to renew.

The Coalition is a not-for-profit corporation organized under the laws of the state of Florida, and has been determined exempt by the Internal Revenue Service under the provisions of IRS Code, Section 501(c)(3). The Coalition receives state and federal funds through the Department of Education, Office of Early Learning to implement early learning programs as authorized by part V of Chapter 1002, F.S. and 1001.213, F.S. The Coalition's principal function is the provision of oversight of, and policy guidance to, the early learning School Readiness Program and the Voluntary Pre-kindergarten Program in Osceola County, Florida. The Coalition's fiscal year ends June 30th.

The Coalition currently is seeking ongoing IT data backup and security management, maintenance and support for the following:

- one (1) server, which is used for computer networking and storage of all Coalition documentation and for hosting server exchange for ongoing office support, including but not limited to, office calendars, copier applications, etc.
- up to eight (8) computers, two (2) laptops, and three (3) surfaces that are used frequently at the office, in the field and/or home offices of staff
- Microsoft Office 365 Enterprise E1 support

Professional Qualifications

The following is a list of experience requirements that the Coalition is seeking:

1. Minimum of five (5) years' experience in data security performance management including hardware upgrade/maintenance and implementation.
2. Minimum of five (5) years' experience in advanced training, whereby the advanced training has been provided to multiple organizations, preferably government/non-profit institutions;
3. Minimum of five (5) years of experience in remote access troubleshooting and offline backup storage and archiving data including email functions.

4. Expertise in WordPress to perform required functions as outlined in this RFQ. If RFQ candidates subcontract this requirement out, qualifications of the individual/company performing the functions under this proposal must be included in the proposal.

Submission Requirements

Interested individuals and/or companies should include the following information in their submission response:

A. Philosophy in Providing IT Services to Early Learning Coalitions

1. Provide a brief description of yourself and/or your company.
2. Describe the engagements you and/or your company currently have in the early learning industry, as applicable. If owners or other employees serve in an advisory capacity on any early learning coalition or other non-profit groups, please list such positions.
3. Describe your company's hiring philosophy and the qualifications of individuals who will be assigned to this contract. Specifically, explain how you and/or your company will provide continuity of staff regarding all IT security data management, maintenance and support contract requirements.

B. Performance Management

1. Describe your and/or your company's proficiency in developing and/or delivering timely performance enhancements and service to servers and related computers/backup systems in local and cloud-based architectures, including but not limited to Windows updates, anti-virus updates/monitoring, spyware/adware updates, firewall, and monitoring as well as software updates related to business software. Also, management and due diligence to the network and its hardware, including but not limited to its secure data backup and restoration, recovery from equipment and environmental disasters, firewall effectiveness against hacking, data theft and malicious attacks and back-office computing and communication equipment, server configurations and backup as well as VPN integrity and secure operation.

C. On-Site and Remote IT Technical Assistance and Support /Emergency Response

1. Describe your company's experience, facilities, personnel qualifications and basic approach to performing on-site and remote IT technical assistance, including a guaranteed response time for emergencies, prevention of or minimization of "downtime" and support for server-based software such as, but not limited to, Microsoft Exchange, etc. No data shall be lost or compromised as a result of either man-made or natural disasters.

D. Microsoft Office 365 Enterprise E1 Support

1. Describe your company's ability and process for supporting Office 365 Enterprise including ongoing verification of proper synchronization to the Coalition's server; setting up, modifying, and/or deleting Coalition staff accounts, files, and emails; and generating reports to reflect proper backup of files.

E. IT Consultation and Evaluation Services

1. Describe how you and/or your company will provide ongoing evaluation and consultation regarding any system flaws, and how you would make arrangements to close security gaps

and generally consult on any network, server or client machine issues.

F. Support for the Coalition's Website

1. Provide support and security to the current Coalition public website, including occasional updates to existing webpages, addition of new material, etc. Expertise in WordPress is a prerequisite in order to meet this requirement.

RFQ Submission Requirements

The following must be submitted in response to this RFQ, addressing all the requirements described above, providing both quantitative (metrics) and qualitative description of services.

1. Narrative descriptions to include, but not be limited to:
 - a) Philosophy in providing services to our Coalition
 - b) Performance management services that guarantee uninterrupted, secure, reliable and effective operation of the Coalition's enterprise system and its data integrity and availability 24/7 to both local and remote users.
 - c) On-site and remote IT technical assistance and support/emergency response services.
 - d) IT consultation and evaluation services
 - e) Off-site backup services
 - f) Website support services
2. Professional qualifications of the company including a resume and relevant certification of each person that would be assigned to this contract.
3. Proposed budget by line item for services. If you are able to provide your services for a fixed fee, please state the fee and services included and an explanation of how we can be assured of no "surprise" billings.
4. Proposed warranties for software, equipment and offered services
5. A list of all your related clients, over the past three years, including testimonials and references of clients. References should be of entities of similar size and nature to our organization and which had/have been serviced by the same individuals who would be assigned to our contract. Please provide specific contact name and telephone number for each reference.
6. A written statement of Confidentiality Disclosure for all employees involved
7. Include any additional information not already requested that you consider essential to your response. This may include additional discounts provided, enhanced services proposed that are not included in this request, etc. If there is no additional information to include, state "There is no additional information we wish to present."

Please submit (by US Mail, courier or hand delivery) your response to this RFQ no later than **5:00p.m. on Wednesday, May 14, 2018**. Responses received after this date will not be considered for contract negotiation purposes.

One original signed in BLUE ink and 2 copies of your responses are to be addressed as follows:

*IT, Data Security and Technical Support Services RFQ Submission
c/o Charles Rogers, Chief Executive Officer
Early Learning Coalition of Osceola County
1631 East Vine Street, Suite E
Kissimmee, Florida 34744*

Should you have any questions about this RFQ or our organization, you may contact me at 407-933-5353 or at crogers@elcosceola.org or go on our website at www.elcosceola.org. We look forward to receiving your proposal soon.

Sincerely,



Charles A. Rogers
Chief Executive officer
Early Learning Coalition of Osceola County

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The Early Learning Coalition of Osceola County is required to meet Federal and State contract requirements. By executing this contract, the Contractor is hereby certifying that the Contractor is in compliance with these requirements, listed below:

Federal Provisions:

- A. Equal Employment Opportunity: Contractor** (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employee and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment with regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed or disclosed the compensation of the employee or applicant or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employee or applicant as a part of such employee's essential job functions discloses the compensation of such other employees or applicant to individuals who do not otherwise have access to such information unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation conducted by the employer or its consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

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- (6) The contractor will furnish all information all reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulation, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (8) The contractor will included the provisions of paragraphs(1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction. The contractor may request the United States to enter into such Litigation to protect the interest of the United States
- B. Debarment and Suspension** If this PO/Contract relies on federal funds, in accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Contractor shall agree and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an federal department or agency. Contractor also agrees it shall not knowingly enter into any lower tier contract or other covered transaction with a person who is similarly debarred or suspended from participating in the PO/Contract's scoped transaction(s).
- C. Drug Free Workplace:** If this PO/Contract relies on federal funds, pursuant to the Drug-Free Workplace At of 1988, the Contractor attest and certifies that the Contractor will provide a drug-free workplace compliant with 41 USC 81.

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State Provisions:

- D. Liquidated damages/Financial Consequences:** Section 215.971(1)©, F.S. requires inclusion of financial consequences in the event of a Contractor's failure to perform the scoped transaction(s). If the Contract fails to meet and comply with the deliverables established in this PO/contract, the ELC will prorate any payments pending and/or request a refund of payment, in a proportionate amount equal to the goods/services not received.
- E. Payment audit (records of costs will be available upon receipt):** Records of costs incurred under terms of the PO/Contract shall be maintained and made available to the ELC upon request at all times during the period of the PO/Contract, and for a period of five years thereafter. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the ELC for audit
- F. Payment made after written "agency" acceptance:** the Contractor will be paid upon submission of properly certified invoices(s) to the ELC after delivery and acceptance of commodities or contractual services is confirmed in writing by the ELC invoices shall contain sufficient detail for audit thereof and shall contain the PO/Contract's Federal Employer Identification Number of Social Security Number.
- G. Payment Timeframe:** Section 215.422., F.S., provides that the entities have 5(five) working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems obtaining timely payments from an entity may be contracted at 850-413-5516, or vendors may call the State Comptroller's Hotline at 1-800-848-3792
- H. Funding availability/annual appropriation:** The ELC performance and obligation to pay under this PO/Contract is contingent upon an annual appropriation by the Legislature. In the event funds become unavailable, are withdrawn or redirected, the ELC may terminate the PO/Contract upon no less than twenty-four (24) hours written notice to the Contractor. In the event the PO/Contract is terminated for lack of funding, the ELC shall pay the Contractor for documented and verifiable costs reasonable incurred to the extent such funds are appropriated and available for the PO/Contract's scoped transaction(s). The ELC shall be the final authority as to the availability of appropriated funds.
- I. Financial Consequences:** Section 215.971(1)©, F.S. requires inclusion of financial consequences in the event of a Contractor's failure to perform the scoped transaction(s).

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If the Contractor fails to meet and comply with the deliverables established in this CCUR/contract, the ELC will prorate any payments pending and/or request a refund of payment in a proportionate amount equal to the goods/services not received.

- J. Independent Contractor:** The Contractor and its employees, agents, representative, and subcontractors are not employees or agents of the ELC. The ELC is not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this.
- K. No Lobbying:** In accordance with sections 11.062 and 216.347, F.S., no funds from the CCUR/contract may be used for lobbying the State Legislature, the judicial branch or any State Agency. Acceptance of these CCUR/contract terms indicate the Contractor is aware of the currently complies with the described lobbying activity restrictions. The Contractor shall requires all subcontracts include this certification language, which is a material representation of fact upon which the parties placed reliance when they made or entered into this transaction.
- L. Background Checks:** The ELC may require the Contractor and its employees, agent, representative and subcontractors to provide fingerprint and be subject to such Background check as directed by the ELC. This cost of the background check(s) shall be borne by the Contractor. The ELC may require the Contractor to exclude the Contractor's employees, agents, representative or subcontractors based on the background check results.
- M. Certified Minority Business Enterprises (CMBE) reporting:** The ELC is dedicated to supporting, tracking and increasing its small minority business enterprise spending. as s. 287.0943, F.S requires. The Contractor shall report spending with these subcontractors with each invoice submitted for payment to the following address, with a copy to the ELC Contract Manager at 1631 E Vine Street, Ste E Kissimmee, FL 34744.
- N. Cooperation with Inspector General:** Pursuant to s.20.055, F.S., the Contractor and any subcontractor(s) used to provide the scoped goods/services will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review or hearing. UCCUR request of the Inspector General or any other authorized State Official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the CCUR/contract. The Contractor shall retain such records. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigation of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the ELC with result in the suspension

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or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators.

- O. Copeland Anti-Kickback Act:** applies to purchases of \$2000 or more. If the CCUR relies on federal funds, the Contractor must comply with federal labor laws including the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c). These requirements apply to agreements that include salaries for laborers and for all contracts for repairs, improvement or other construction activities. The Contractor and any subcontractor is prohibited from including by any means, any person employed in the Construction, completion or repair of work, to give up any part of the compensation to which he/she is otherwise entitled. The Contractor shall.
- P. Davis Bacon Act, as amended:** applied to purchases of \$2000 or more. If this CCUR relies on federal funds, the contractor must comply with federal labor laws including the Davis Bacon Act (40 U.S.C. 276a, et, seq), as supplemented by UDSOL regulations (29 CFR part 5).
- Under this Act, Contractor must pay wages to laborers and mechanics at a rate not less than the locally prevailing minimum wages and fringe benefits for similar work projects area.
 - Contractor are required to pay wages not less than once a week
 - Contractor are required to post/display the applicable wage determination(s) at the site of work in a location in clear view of everyone
 - USDOL determines and sets the prevailing wage rates.
 - The Contractor shall report all suspected or reporting violations to USDOL.
- Q. Certification Regarding Lobbying:** In accordance with sections 11.062 and 216.347, F.S.;, no funds from the PO/Contract may be used for the purpose of lobbying, the Legislature, the judicial branch or an Agency. If federal funds are used for this PO/Contract, 2 CFR 200.415, Required Certifications, require each contractor certify federal awards will not be used for lobbying. The Contractor shall require all subcontracts include this certification language, which is a material representation of fact upon which the parties placed reliance when they made or entered into this transaction. 31 USC 1352 requires submission of this certification as a prerequisite for entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure
- R. E Verify:** applies to purchase of more than \$3000. In accordance with Executive Order 1-116, the Contractor agrees to utilize the US Agency of Homeland Security's E-Verify system, <http://www.uscis.gov/everify>, to verify the employment eligibility of all new employees hired during the term of the CCUR for the services specified. The Contractor shall also include a requirement in subcontracts that the subcontractor(s) shall utilize the E-Verify system to verify the.

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- S. Filing and payment of taxes:** None of the federal/state grant funds made available to the ELC may be used to enter into a CCUR/Contract or any other agreement with any corporation that has any unpaid Federal Tax liability. Acceptance of these CCUR/contract terms indicates the Contractor is aware of and currently complies with requirements for full and timely payment of the federal taxes.
- T. Public records:** If the vendor meets the definition of "Contractor" in Section 119.0701(1)(a), F.S., the Contractor shall comply with the following. All records for the scoped transaction(s) are available for public inspection unless expressly exempt from Sec 24(a) of the State Constitution and s. 119.07(1), F.S. Contractor shall keep and maintain records ordinarily and necessary required by the ELC to perform the scoped transaction(s) of this PO/Contract. The PO/Contract may be unilaterally cancelled by the ELC for refusal by the Contractor to allow public access to records related to this PO/Contract and/or for failure to keep and maintain records as described herein.
- U. Purchase of American Made Equipment and Products:** The Contractor shall to the greater extent practicable purchase all American made equipment and products with funds made available by this CCUR/contract (P.L. 103-333, the USDOL, USDHHS, USDOE and Related Agencies Appropriation Act of 1995, section 507).
- V. Rights to Inventions:** Pursuant to s. 286.021, F.S. if a discovery or invention arise or is developed in connection with the use of federal/state funds, the ELC will refer it to OEL and the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing in connection with the performance of the CCUR/contract are hereby reserved to the state of Florida. The Contractor shall refer any such discovery to the ELC in addition, the Contractor is subject to applicable federal regulation governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401. "Rights to inventions Made by Nonprofit"
- W. Public access/public records requests:** If a public records request is received, the Contractor must provide notice to OEL within one(1) business day pursuant to Chapter 119, F.S. The Contractor shall email to the address shown a copy of all documents provided to the public records requestor by the end of the day such records are sent to the requestor. Any Contractor questions regarding the application of Chapter 119, F.S. shall be submitted to the address shown here.

Office of Early Learning

Public Information Office

250 Marriott Drive

Tallahassee, FL 32399

(850) 717-8550

PIO@OEL.MyFlorida.com

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- X. Confidentiality and Safeguarding Information:** Contractor shall ensure public records that are exempt or confidential/exempt from public records disclosure requirement are not disclosed except as authorized by federal and state laws, including but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. Contractor shall be provided additional specific instructions by the ELC if applicable.
- Y. Convicted/Discriminatory Vendor List:** Neither it, nor any person or affiliate of the vendor has been convicted of a public entity crime as defined in Section 287.33, F.S. and has not been placed on the convicted or discriminatory vendor list at the federal or state level.
- Z. Conduct of business-federal/state laws govern:** The laws of the State of Florida shall govern the PO/Contract. Each party shall perform its obligations herein in accordance with the terms and conditions of this PO/Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the PO/Contract. Further, the Contractor hereby waives any and all privileges and rights relating to the venue it may have under any other statute, rule or case law, including, but not limited to those based on convenience. The Contractor hereby submits to the venue in the county chosen by the ELC. If there is any conflict in the provisions set forth in applicable federal and state laws, the conflict will be resolved in the following priority (highest to lowest)
- a) **Federal law and regulations**
 - b) **Florida laws and rules**
 - c) **PO/Contract Scope of Work**
- AA. Conflicts of Interest/related party activities:** Section 1002.84(20), F.S. prohibits ELCs (or ELC's subrecipient) from entering into contracts with employees, governing board members, or relatives of either group without prior approval from the Office of Early Learning and a Valid vote of approval by two-thirds of the ELC's governing board (or the governing board of an ELC's subrecipient). Impacted employees/board members must disclose this conflict of interest in advance of the board's vote and impacted governing board members must abstain from the voting process.
- BB. Florida Abuse Hotline Reporting:** Any employee of the Contractor shall comply with s. 39.201, F.S., and immediately report and knowledge or suspicion that a child is abused, abandoned, or neglected by any person responsible for that child's welfare. Contact the Florida Abuse Hotline (1-800-96ABUSE)
- CC. Contract Manager:** May be required for POs/Contracts that receive \$100,000 or more.

