

REQUEST FOR PROPOSAL
INFORMATION TECHNOLOGY SUPPORT
SERVICES

RFP No. 2021-10



The Family Resource Center

Oren Wunderman, Executive Director
Family Resource Center
1393 SW 1st Street
Miami, Florida 33135

DATE ISSUED: September 29, 2021

CLOSING DATE: October 27, 2021

**Family Resource Center,
Florida
Request for Proposals No. 2012-10**

Table of Contents

Section 1 Request for Proposals Notice	3
Section 2 Background Information	4
Section 3 General Conditions	7
Section 4 Proposal Process	13
Section 5 Cone of Silence.....	21
Section 6 Qualification Forms	24
Section 7 Agreement	42

SECTION 1 - REQUEST FOR PROPOSAL NOTICE

The Family Resource Center issued the following Request for Proposal Notice pertaining to IT Support Services for the Family Resource Center. The Request for Proposal Notice was advertised in the Miami Daily Business Review on **September 27 thru September 29, 2021**.

ADVERTISEMENT FOR PROPOSALS

The Family Resource Center, Florida, (“FRC”) is accepting sealed proposals from qualified firms for IT Support Services for a term of three (3) years with two (2) additional one (1) year extensions at FRC’s sole discretion. Sealed Proposals, one (1) original and three (3) copies, **must** be received by the Family Resource Center at 1393 SW 1st Street, Miami, Florida by 2:00 P.M. on **October 27, 2021**.

FAMILY RESOURCE CENTER INFORMATION TECHNOLOGY SUPPORT SERVICES

The selected Proposer’s employees must successfully pass a complete background check in accordance with FRC’s Background Check Policy pursuant to Administrative Order #07-01. The Request for Proposal documents will be available **Sept 29, 2021**. They may be examined during regular business hours at FRC, 1393 SW 1st Street, Miami, Florida (305) 374-6006 or downloaded from FRC’s website www.frccflorida.org/procurements. The FRC reserves the right to waive any irregularities and to reject any and all proposals.

Pursuant to subsection (t) “Cone of Silence” of Section 2-11.1 “Conflict of Interest and Code of Ethics Ordinance” of Miami Dade County, public notice is hereby given that a “Cone of Silence” is imposed concerning this purchase. The “Cone of Silence” prohibits communications concerning RFP’s, RFQ’s or Bids, until such time as the Executive Director makes a written recommendation to the FRC Council concerning the transaction. Procedures regarding the cone of Silence can be found in the Request for Proposal, or Request for Qualifications.

Idania Lemus
FRC Director of Community Relation

Procurement Schedule

The following is a list of critical dates and actions. These dates are subject to change. Notices of changes (addenda) will be posted on the Family Resource Centers website at www.frccflorida.org. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your proposal

	Milestone	Event Date & Time
1	Release of RFP. Posted on Family Resource Center Website.	Wednesday, September 29, 2021
2	Deadline for submission of questions regarding this RFP. Submit to ilemus@frccflorida.org	Wednesday, October 6, 2021 at 4:59PM EST
3	RFP Responses are due. Submit to Idania Lemus Director of Community Relations -1393 SW 1 st Street, Miami, FL 33135	Wednesday, October 27, 2021 at 2:00 PM EST
4	Anticipated date of posting of Notice of Intent to Award.	Wednesday, November 3, 2021 by 4:00PM EST
5	Anticipated Contract Start Date	Wednesday, December 1, 2021

Family Resource Center reserves the right to modify the schedule as circumstances warrant.

SECTION 2 – BACKGROUND INFORMATION

2.0 GENERAL INFORMATION/OBJECTIVES

The Family Resource Center is soliciting proposals from qualified professional vendors for Information Technology support services. The qualified vendor will enable the FRC to significantly improve information technology (IT) effectiveness, enhance its quality of services, minimize down time and support costs, ensure security of data, and maximize return on investment in IT.

The Family Resource Center IT Department presently runs a Microsoft Active Directory environment with the following servers and applications:

- 4 Windows Server 2012 R2 Servers
- 5 Windows Server 2016 R2 Servers
- 15 Network Copier / Scanner / Printers
- 2 Windows 2016 Servers Running Nuuo Camera Software
- 58 IP Based Security Cameras
- 1 Windows 10 workstation running Access Control system
- Hybrid Office 365 Email with a single premise exchange server
- 1 Application Server running Microsoft SQL
- 1 ShoreTel IP Phone System
- 10 Meraki Wi-Fi Access Points for FRC Secured and Public WiFi
- 2 Sonicwall NSA2600 Firewall Appliances (HA Configuration)

There are approximately 147 laptops and workstations in the FRC facility.

2.1 SCOPE OF SERVICES

The following details the services to be provided to the Family Resource Center in the area of information technology support services:

- 1. Initial Assessment** – Compile/update inventory of all information technology related assets, assess system assets and make recommendations for improved IT system performance.
- 2. Desktop Applications Support** - Perform basic support functions including installing PCs, laptops, printers, and software; diagnosing and correcting desktop application problems, configuring laptops and desktops for standard applications and identifying and correcting hardware problems, and performing advanced troubleshooting. Assist designated FRC personnel with software and hardware purchases. This includes the placement of an onsite technician at FRC's main site from 9:00am – 5:00pm three (3) days per week (Monday, Wednesday, Friday).
- 3. Server Administration Services** – Manage computer network and associated hardware, software, communications, and operating system necessary for the quality, security, performance, availability, recover-ability, and reliability of the system. Confidentiality of

information is vital. The selected vendor and their employees must sign and adhere to a confidentiality clause that information in the system must remain confidential under penalty of law. Ensure scheduled preventive maintenance for equipment is promptly performed; develop back-up plans and procedural documentation. Setup new users and edit or remove existing users on server. Monitor server performance and capacity management services. Management of user log-ins and security.

4. Network Administration Services – Scope of activity includes all FRC network equipment including switches, firewalls, routers, and other security devices. Primary installation and maintenance of printers, network copiers/scanners, etc. Monitor network performance and capacity management services. This activity includes the oversight, supervision, and management of all of the FRC Wi-Fi public hot spots.

5. Security – Provision and Maintenance of anti-virus, anti-ransomware, end-point monitoring, network monitoring, and web access filtering software on FRC servers, email and all other FRC computers and laptops. Perform security audits as requested and notify FRC personnel immediately of suspected breaches of security or intrusion detection. Reduce amount of spam received by FRC employees.

6. Strategic Planning – Provide a secure web-based portal for FRC employees and management to review all service tickets, outstanding projects, and review of the IT strategic roadmap for all technology. Meet weekly with a designated FRC staff member to review service delivery, upcoming purchases, renewals, quotations, etc. Provide an annual audit of all FRC technology including a full review of service delivery, life-cycle status, and IT security. Make recommendations for future purchasing and technology needs. Install new servers, software and hardware and transfer data when acquired. Provide recommendations for potential savings in IT related matters.

8. Software/Third-Party Applications Services- Scope of activity includes oversight, management, and support of the FRC's accounting software; oversight, management and supervision of all third-party desktop, server, and web-based applications; acts as FRC's representative when dealing with third party application support.

9. Communications (Phone, Cellular Phones, Voice mail) Support- Scope of activity includes oversight, supervision, and management of FRC's communications system including but not limited to: phones, cellular phones, communications devices, and voice mail systems. Consultant will review invoices, approve for payment, and bring any invoice discrepancies to the attention of the Executive Director.

10. Emergency Services - Provide emergency technical, communication, and IT support services in the event of emergency situation. Consultant will be available to assist at the direction of the Executive Director in such situations.

11. FRC's IT Liaison/Representative- Consultant will act as FRC's liaison/representative for all IT related matters under the scope of the Agreement as directed by the Executive Director or his/her designee. Consultant will be available for any meetings as directed by the Executive Director or his/her designee.

Consultant shall perform the Scope of Services as outlined in the RFP. The Scope of Services shall not be deemed to be all-inclusive and may be changed from time to time as authorized by Executive Director.

2.2 EXPERIENCE REQUIREMENTS

Proposers must demonstrate considerable relevant experience (minimum of 5 years) with this type of work, and should emphasize their experience, working knowledge of Information Technology Services, and capability of the particular principal and personnel who will actually be assigned to the FRC.

A proposal shall demonstrate that it has at least three (3) clients that have contracted with it for the same or similar services within the last three years, preferably with at least one client represented within Miami-Dade and Broward Counties.

2.3 FEE COMPENSATION

The proposal must contain a Fee Schedule as described in attached Form 8 in Section 6 of this RFP, that includes either hourly rates for proposed services and describe how the services are priced, and any specific pricing you are able to provide. **The Proposal Fee Schedule should include a base monthly recurring amount for all support services 24 x 7 with a guaranteed 1 hour response Service Level Agreement for critical service outages.** Any additional services provided beyond the proposed base amount shall be provided at the hourly rate as listed in the attached fee schedule and any additional services must be pre- approved by the Executive Director. Notwithstanding anything to the contrary contained herein, the schedule for services shall be determined by the Executive Director in his or her sole discretion. Fee schedule shall be inclusive of any travel expenses incurred. The Consultant's Agreement, if awarded, shall include such a fee schedule and the Consultant shall invoice the FRC in equal monthly installments. Invoices shall detail services rendered during the preceding month, payable in arrears.

SECTION 3 – GENERAL CONDITIONS

3.1 RFP Documents

These RFP documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed, and submitted as provided in Section 4 of this RFP. Proposals not submitted on the prescribed Proposal forms may be rejected. By submitting a Proposal, the Proposer agrees to be subject to all terms and conditions specified herein. Submittal of a response to this RFP constitutes a binding offer by the Proposer.

3.2 Taxes

The Proposer shall not be entitled to FRC's tax exempt benefits.

3.3 Additional Terms and Conditions/Exceptions

No additional terms or conditions submitted by the Proposer with the RFP Proposal shall be evaluated or considered. Any and all such additional terms or conditions shall have no force and effect and are inapplicable to this RFP. No exception to the terms or conditions shall be allowed.

3.4 Interpretations and Inquiries

All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the FRC or its agent in writing prior to the Proposal deadline.

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, via email or fax, and received by the FRC no later than 4:59 PM, local time, on **October 6, 2021**. Responses will be made by **October 13, 2021**. Written inquiries shall be sent with the subject line "Information Technology Support Services, RFP No. 2021-10" to:

Idania Lemus, Director of Community Relations
Family Resource Center
1393 SW 1st Street
Miami, Florida 33135
Fax: (305) 558-8511
Email: ilemus@frcflorida.org

Submission of a Proposal shall serve as prima facie evidence that the Proposer has examined the Agreement and is fully aware of all conditions affecting the provision of Services.

No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements shall not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents shall be made in the form of a written addendum to the RFP document. Only those interpretations of, or changes to, the RFP

document that are made in writing and furnished to the Proposers by the FRC may be relied upon.

3.5 Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the FRC, either before or after submittal of the Proposal, shall affect or modify any of the terms or obligations contained in the RFP. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the FRC or the Proposer.

3.6 No Contingent Fees

Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

3.7 Independence

On the form provided in Section 6 of this RFP, the Proposer shall list, and describe any relationships – professional, financial or otherwise – that it may have with the FRC, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. Additionally, the Proposer shall give the FRC written notice of any other relationships – professional, financial, or otherwise – that it enters into with the FRC, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Agreement.

3.8 No Collusion

More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which such Proposers are believed to be involved.

3.9 Assignment; Transferability of Proposal

Proposals may be assigned or transferred. A Proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process is subject to having its Proposal disqualified as a result of such transaction. The Executive Director shall determine whether a Proposal is to be disqualified in such instances.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of Proposer, or the sale of a

controlling interest in the Proposer, or any similar transaction, Proposer shall immediately disclose such information to the FRC. Failure to do so may result in the Proposal being disqualified, at the Executive Director's sole discretion.

3.10 Legal Requirements

Proposers are required to comply with all provisions of federal, state, county and local laws, ordinances, rules, and regulations that are applicable to the Services being offered in this RFP. Lack of knowledge of the Proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

3.11 Familiarity with Laws and Ordinances

The submission of a Proposal on the Services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such Services, or equipment used in the provision of such Services, or which in any way affects the conduct of the provision of such Services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, he or she shall report it to the FRC in writing.

3.12 Advertising

In submitting a Proposal, Proposer agrees not to use the results therefrom as a part of any Advertising or Proposer sponsored publicity without the express written approval of the Executive Director or designee.

3.13 Award of Agreement

Upon approval of the FRC, an Agreement shall be awarded to the Proposer who the FRC has selected as the most responsible, responsive Proposer meeting all specifications and the best interests of the FRC, and not necessarily to the lowest Proposer. Should the award be made to the lowest Proposer, the FRC will strictly enforce all the Provisions of the resulting Agreement, including penalty clauses for any service or quality problems. The Proposer shall not be permitted rate increases as a result of a low Proposal. Non-performance shall result in cancellation of the Agreement with the low Proposer.

3.14 Execute Agreement

The terms, conditions and provisions in this RFP shall be included and incorporated in the final Agreement between the FRC and the successful Proposer(s). Following ranking of the most qualified Proposers and selection by the FRC Council, the successful Proposer(s) shall, within ten (10) days of receipt of a written notice of the Award of the Agreement, deliver to the FRC a fully executed Agreement and all requested certificates of insurance. The final Agreement shall be subject to the approval of the Executive Director in his or her sole discretion, and approved as to

form and legality by the FRC Attorney. The order of precedence will be the Agreement, the RFP Documents, the Proposer's response, and general law. Any and all legal action necessary to interpret or enforce the Agreement will be governed by the laws of Florida. Venue shall be proper exclusively in Miami-Dade County, Florida.

3.15 Facilities

The Executive Director or designee reserves the right to inspect each Proposer's facilities at any reasonable time, during normal working hours, without prior notice to determine that the Proposer has a bona fide place of business, and is a responsible Proposer.

3.16 Withdrawal or Revision of Proposal Prior to and After Opening

A Proposer may withdraw its Proposal at any date and time prior to the time the Proposals are scheduled to be opened. No Proposer may withdraw its Proposal within one hundred twenty (120) calendar days after the Proposal opening date.

3.17 FRC's Exclusive Rights

The Executive Director reserves the exclusive rights to:

1. Waive any deficiency or irregularity in the selection process;
2. Accept or reject any or all Proposals in part or in whole;
3. Request additional information as appropriate; or
4. Reject any or all submittals if found to be in the best interest of the FRC.

By submitting a Proposal for the Services, all Proposers acknowledge and agree that no enforceable Agreement arises until the FRC Council approves an Agreement with the selected Proposer.

3.18 Addenda

The FRC reserves the right to issue addenda. Each Proposer shall acknowledge receipt of such addenda on the form provided herein. In the event any Proposer fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the FRC.

3.19 Review of the RFP Documents

By the submission of a Proposal to do the Services, the Proposer certifies that a careful review of the RFP documents has taken place, and that the Proposer is fully informed and understands the requirements of the RFP documents and the quality and quantity of service to be performed.

3.20 Adjustment/Changes/Deviations

No adjustments, changes or deviations to the RFP will be accepted unless the conditions or specifications of the RFP expressly so provide.

3.21 Public Records

Upon award recommendation or ten (10) days after Proposal opening, whichever is earlier, any material submitted in response to this RFP will become a “public record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The FRC reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

3.22 Subcontracting

No subcontracting shall be permitted, except with the prior approval of the Executive Director, which shall be in his or her sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of the Agreement, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the Executive Director, subject to his or her approval.

3.23 Public Entities Crime

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a Proposal on an Agreement to provide any goods or services to the FRC and may not transact business with the FRC in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the Services set forth in this RFP.

3.24 Non-Collusion Affidavit

The Proposer shall include the Non-Collusion Affidavit as set forth in the form provided in Section 6 of this RFP and as described in Section 4 of the RFP. Proposer's failure to include the affidavit may result in disqualification.

SECTION 4 – PROPOSAL PROCESS

4.1 Preparation of Proposals

No Proposer shall take exception to the specifications herein. Proposals taking exception to the specifications may be rejected as non-responsive.

4.1.1 Number of Proposals

One (1) original Proposal and three (3) copies are required to be submitted to the FRC by the date and time indicated above. Each copy shall contain all mandatory information submitted by the Proposer. Additional copies may be requested by the FRC at its discretion.

4.1.2 Proposal Packaging

Each Proposal shall be submitted in a separate plain sealed parcel, box, or other secure packaging, marked as the “Proposal”, in accordance with Section 4.4. The outside of the sealed package shall clearly indicate the submitting RFP No. 2021-10, “Information Technology Support Services, RFP No. 2021-10”, Proposer’s name, address and the name and telephone number of the Proposer’s specific contact person.

4.1.3 Signatures

All required signatures shall be manual, in **blue ink** of an authorized representative who has the legal authority to bind the Proposer in contractual obligations. The Proposal shall be typed or legibly printed in ink. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by the Proposer to any part of the Proposal document shall be initialed in ink. Failure to manually sign the appropriate Proposal forms may deem the Proposal non-responsive, disqualify the Proposer, and the Proposal may not be considered at the discretion of the Executive Director.

Proposals by corporations shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships shall be executed in the partnership name and signed by a partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.

4.1.4 Proposal Format

The Proposal shall be typewritten on both sides of 8 ½ x 11 inch white paper. Pages shall be secured by three ring binder, cerlox binding or similar closures. Proposals shall be organized in chapters according to Table 4.1.4. Chapters shall be separated by a tab indicating the chapter number.

All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter “a” “b” “c” etc. If a form is provided and additional forms are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter “a” “b” “c” etc.

Responses shall be complete and unequivocal. In instances where a response is not required, or is not applicable or material to the Proposal, a response such as “no response is required” or “not applicable” is acceptable.

Table 4.1.4 – Proposal Format

Proposal

Chapter 1	Letter of Intent
Chapter 2	Proposer’s Statement of Organization
Chapter 3	Experience
Chapter 4	Financial Stability
Chapter 5	Financial Statement
Chapter 6	Litigation History
Chapter 7	Insurance Requirement
Chapter 8	Criminal Convictions
Chapter 9	Proposer’s Non-Collusion Certification
Chapter 10	Independence Affidavit
Chapter 11	Drug-free Workplace
Chapter 12	Addendums
Chapter 13	Certification to Accuracy of Proposal
Chapter 14	Price Proposal Form
Chapter 15	Methodology/Approach to Work (Please include samples of deliverables)
Chapter 16	Support Services Questionnaire
Chapter 17	Local Business Preference Affidavit

4.2 Submittal, Receipt and Opening of Proposals

All Proposals shall be submitted on or before **2:00 p.m.** local time, on **October 27,2021** to: Idania Lemus

FRC Director of Community Relations
Family Resource Center
1393 SW 1st Street
Miami, Florida 33135

All Proposers are reminded that it is the sole responsibility of the Proposer to ensure that their Proposal is time stamped in the OFFICE OF THE FRC Director of Community Relations prior to **2:00 p.m.**, local time, on **October 27,2021**. Failure of a Proposer to submit their Proposal and ensure that their Proposal is time stamped prior to the time stated above shall render a Proposer to be deemed non-responsive and the Proposal shall not be considered for award.

Proposals submitted and time stamped on or before **2:00 p.m., local time, on October 27,2021** shall be reviewed by the Selection Committee and a Notice of Intent to Award will be issued on Wednesday, November 3,2021.

4.3 Sealed Proposal

The Sealed Proposals will be reviewed by the Selection Committee. Selection Committee shall meet to initially examine the documentation submitted in the Proposal to determine the responsiveness and responsibility of each Proposer. Proposers shall provide the following information in the Proposal:

4.3.1 Letter of Intent

The Letter of Intent is to be signed by an officer of the company authorized to bind the submitter to its provisions. The Letter of Intent is to contain a statement indicating the period during which the Proposal will remain valid. A period of not less than one hundred twenty (120) calendar days is required.

4.3.2 Proposer's Statement of Organization

Proposers shall complete Form 1. Proposers are permitted to supply additional information that will assist the FRC in understanding the Proposer's organization. Proposer shall provide resumes for all individuals employed in a full-time or part-time capacity who shall provide Services sought in this RFP. If resumes are not available, the Proposer shall provide information indicating the name, job title, age, education, and years employed with the firm. Moreover, the Proposer shall include the names of all owners, shareholders, and equity-holders in the Proposer -company.

4.3.3 Experience

Proposers must demonstrate considerable relevant experience (minimum of 5 years) with this type of work, and should emphasize their experience, working knowledge of Information Technology Support Services, and capability of the particular principal and personnel who will actually be assigned to the FRC.

A Proposal shall demonstrate that it has at least three (3) clients that have contracted with it for the same or similar services within the last three (3) years, preferably with at least one client represented within Miami-Dade and Broward Counties.

4.3.4 Financial Stability

Proposers shall demonstrate financial stability. Proposers shall provide a statement of the Proposer's financial stability not to exceed one (1) page in length.

4.3.5 Financial Statement

Proposers shall provide financial statement.

4.3.6 Litigation History

Proposers, and any of the individual owners, shareholders or equity-holders, shall provide a summary of any litigation or arbitration that the Proposer, or any of the individual owners, shareholders or equity-holders, or its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving (1) any public entity for any amount, or (2) any private entity for an amount greater than One Hundred Thousand Dollars (\$100,000.00). The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The FRC may disqualify any Proposer it determines to be excessively litigious.

4.3.7 Insurance Requirement

Proposer shall provide proof in the form of a certificate of insurance complying with the requirements specified in this RFP or evidence of insurability in the form of a letter from its insurance carrier indicating that Proposer is able to obtain the required insurance. Certificate of Insurance must be on file with the FRC at agreement execution.

4.3.8 Criminal Convictions

Proposers shall provide a summary of any criminal convictions of the company, owners, officers, and anybody performing work under this Agreement, related to the Services being proposed. The FRC may disqualify a Proposer on the basis of past criminal convictions when those convictions relate to dishonesty, antitrust violations, or unfair competition.

4.3.9 Proposer's Non-Collusion Certification

Any Proposer submitting a Proposal to this RFP shall complete and execute the Non-Collusion Affidavit of Proposer using Form 3 included in Section 6 of these RFP documents.

4.3.10 Independence Affidavit

Proposers shall list and describe their relationships with the FRC in accordance with Section 3.7 of the RFP using Form 6.

4.3.11 Drug-Free Workplace

Preference shall be given to Proposer's that have implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance using Form 4, shall be submitted with the RFP response.

4.3.12 Addenda

The Proposer shall complete and sign the Acknowledgment of Addenda using Form 5 in Section 6 and include it in the Proposal in order to have the Proposal considered. In the event any Proposer fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

4.3.13 Certification to Accuracy of Proposal

Proposer shall certify and attest, by executing Form 7 of Section 6 of these RFP documents, that all Forms, Affidavits, and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the Proposer to attest to the truth and accuracy of such Forms, Affidavits and documents may result in the Proposal being deemed non-responsive and such Proposal may not be considered.

4.3.14 Price Proposal Form

Proposer shall certify and attest, by executing Form 8 of Section 6 of these RFP documents, the cost (the "Total Proposal Amount") for provision of the Scope of Services as described in Section 2 of this RFP.

4.3.15 Methodology and Approach to Scope of Services

Proposer shall include with its Proposal a brief description and synopsis, including sample deliverables where appropriate, detailing its methodology and approach to providing the Scope of Services as described in Section 2 of this RFP.

4.4.16 Support Services Questionnaire

Proposer shall answer the questions listed on the form detailing the firm's support services capabilities.

4.4.17 Local Business Preference Affidavit

Any Proposer submitting a Proposal to this RFP shall complete and execute the Local Business Preference Affidavit of Proposer using Form 10 included in Section 6 of these RFP documents.

4.4 Qualification Evaluation; Selection Committee

4.4.1 Proposals submitted will be evaluated by a selection committee chosen in the sole discretion of the Executive Director (the "Selection Committee"), who will review submissions and

provide a recommendation to the Executive Director who shall provide a recommendation to the FRC Council.

4.4.2 The Selection Committee shall examine the documentation submitted in the Proposal to determine the responsiveness of each Proposer. Failure to provide the required information may disqualify any such Proposal as non-responsive and such Proposal may not be considered. The Selection Committee may also disqualify any Proposers that make exaggerated or false statements.

4.4.3 The evaluation of Proposals and the determination of conformity and acceptability shall be the responsibility of the Selection Committee. Such determination shall be based on information furnished by the Proposer, as well as other information reasonably available to the FRC.

4.4.4 The Selection Committee may make such investigations as it deems necessary to determine the ability of the Proposer to perform the Services and the Proposer shall furnish the FRC all such information as the Selection Committee or Executive Director may request before and during the Proposal period. The Selection Committee will also evaluate Proposer professional references, company resources, including personnel and equipment, ability to respond to request, including missed commitments, response time, emergencies, cost of services, business history with the FRC, if any, as well as with all other public or private entities, and the required licenses and insurance. The Selection Committee reserves the right to make additional inquiries, interview some or all Proposers, make site visits, obtain credit reports, or take any other action it deems necessary to fairly evaluate all Proposers. The Selection Committee or the Executive Director may request oral presentations from the Proposers.

4.4.5 The Executive Director reserves the right to reject any and all Proposals and to waive minor irregularities in the Proposal. The award of this RFP is non-exclusive and the FRC may, at FRC's sole option, award the Agreement to more than one (1) Proposer or not at all. The FRC further reserves the right to seek new Proposals when it is in the best interest of the FRC to do so and to re-advertise this RFP.

4.5 Evaluation

4.5.1 Each member of the Selection Committee shall evaluate and rank each responsive Proposal.

4.5.2 Proposals shall be evaluated and ranked based on, among additional factors, the following:

- (i) Experience 25%
- (ii) Technical Expertise/Qualifications in Industry 25%
- (iii) Satisfaction of clients/end users 5%
- (iv) Approach to Providing Services 20%
- (v) Price 25%

The Proposal ranked one (1), will be recommended by the Selection Committee to the Executive Director. The Executive Director shall review and make a recommendation to the FRC Council for award of the Agreement. In the event of a tie, the recommendation of the FRC Manger shall control. The FRC Council will consider the selection of a firm based upon the recommendation of the Executive Director.

At the option of the FRC Council, the Executive Director shall attempt to negotiate an Agreement with the most qualified proposer at compensation, which is fair, competitive, and reasonable. If the Executive Director is unable to negotiate a satisfactory Agreement with the highest ranked proposer, negotiations with that Proposer shall be terminated and the Executive Director shall attempt to negotiate an Agreement with the next highest ranked qualified proposer and so on. If the Executive Director is not successful in negotiating a satisfactory Agreement with any of the proposers deemed to be qualified, the Executive Director shall select additional proposers in order of their qualifications and continue negotiations until an Agreement is reached. If no Agreement can be reached, the Executive Director may reject all proposals and may re-advertise for new proposals.

SECTION 5 - CONE OF SILENCE

I. Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) “Cone of Silence,” of the Miami-Dade County Code are applicable to this transaction. The “Cone of Silence” prohibits the following activities:

A. Any communication regarding this RFP, RFQ or Bid between a potential vendor, service provider, bidder, lobbyist or consultant and FRC’s professional staff, including, but not limited to, the Executive Director and his or her staff.

B. Any communication regarding this RFP, RFQ or Bid between the Mayor, FRC Council members and any member of FRC’s professional staff, including but not limited to, the Executive Director and his or her staff.

C. Any communication regarding this RFP, RFQ or Bid between potential vendor, service provider, bidder, lobbyist or consultant and any member of a selection committee.

D. Any communication regarding this RFP, RFQ or Bid between the Mayor, FRC Council members and any member of the selection committee therefore.

E. Any communication regarding a particular RFP, RFQ or bid between any member of FRC’s professional staff and any member of the selection committee; and

F. Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist or consultant and the Mayor or FRC Council.

II. These prohibitions do not apply to communications with the FRC Attorney and his or her staff.

III. The “Cone of Silence” is imposed upon this RFP, RFQ or Bid after advertisement of said RFP, RFQ or Bid. The “Cone of Silence” shall terminate at the time that the Executive Director makes his or her recommendation to the FRC Council, unless the Council refers the Manager’s recommendation back to the Manager or staff for further review. While the Cone of Silence is in effect, FRC Staff shall create a written record of any oral communications with potential vendor, service provider, bidder, lobbyist, or consultant related to or regarding a solicitation, bid, proposal, or other competitive process. The record shall indicate the date of such communication, the persons to whom staff communicated, and a general summation of the communication. This subsection applies to all communications made while the Cone of Silence is in effect for a particular solicitation.

IV. The “Cone of Silence” shall NOT apply to:

A. Oral communications at pre-bid conferences.

B. Oral presentations before publicly noticed selection committee meetings,

C. Contract negotiations during any duly noticed public meeting.

D. Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Executive Director makes his or her written recommendation;

E. Emergency procurement of goods or services.

F. Communications regarding a particular RFP, RFQ or Bid between any person and the FRC’s procurement agent or contracting officer responsible for administering the

procurement process for such RFP, RFQ or Bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

G. Communications between a potential vendor, service provider or bidder and FRC's procurement agent or contracting officer responsible for administering the procurement process for such RFP, RFQ or Bid, or other department identified in the solicitation document as the issuing department.

H. Consultations by FRC's procurement agent or contracting officer responsible for administering the procurement process for such RFP, RFQ or Bid with professional procurement colleagues in determining an appropriate approach or option involving a solicitation in progress; or

I. Communications in writing at any time with any FRC employee, official or member of the FRC Council unless specifically prohibited by the RFP, RFQ or Bid.

J. Communications between the Executive Director and the Chairperson of the selection committee about a particular selection committee recommendation, only after the selection committee has submitted an award recommendation to the Executive Director and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change as well as the reasons for such change shall be described in writing and filed by the Executive Director with the FRC Clerk and be included in any recommendation memorandum submitted by the Executive Director to the FRC Council.

K. Communications at briefings held by FRC Council members and the Executive Director or his designee, after the selection committee or other evaluating group makes its recommendation to the Executive Director, provided that the briefings are not intended to influence the outcome of the selection committee or other evaluating group's recommendation to the Executive Director; provided, however, that this exception shall not apply to outside groups such as lobbyists or representatives of the responding or bidding companies or entities.

V. Any questions, explanations or other requests desired by a bidder regarding this RFP must be requested by email at ilemus@frcflorida.org.

VI. Please contact the FRC Attorney with any questions concerning the "Cone of Silence" compliance.

VII. Upon imposition of the Cone of Silence for a particular RFP, RFQ or Bid, the FRC Manager shall:

- A. issue a written notice to affected FRC departments.
- B. file a copy of the Notice required by subsection to the FRC Council; and
- C. include in the public solicitation for goods and services a statement disclosing the requirements of the Cone of Silence as follows:

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami-Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this purchase. The "Cone of Silence" prohibits communications concerning RFP's, RFQ's or Bids, until such time as the Executive Director makes a written

recommendation to the FRC Council concerning the transaction. Procedures regarding the Cone of Silence can be found in the Request for Proposal, Request for Qualifications or Invitation to Bid.

SECTION 6 – QUALIFICATION FORMS

The forms located in this section of the RFP shall be included in the sealed Proposal. Forms not completed in full may result in disqualification.

FORM 1
PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Proposer):

Principal Business Address:

2. Principal Contact Person(s):

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
------	---------	-------

If a corporation, in what state incorporated: _____

Date Incorporated: _____

Month

Day

Year

If a Joint Venture or Partnership, date of agreement: _____

5. List all firms participating in this project (including subcontractors, etc.):

Name	Address	Title
------	---------	-------

1. _____

2. _____

3. _____

4. _____

FORM 1
PROPOSER'S STATEMENT OF ORGANIZATION
(CONTINUED)

6. Outline specific areas of responsibility for each firm listed in Question 5.

- 1. _____
- 2. _____
- 3. _____
- 4. _____

7. Licenses:

a. County or Municipal Occupational License No.

(Attach Copy)

b. Occupational License Classification:

c. Occupational License Expiration Date:

d. Social Security or Federal I.D. No:

**FORM 2
REFERENCES**

The Proposer shall provide three (3) references of previous employers, businesses, agencies who have been served by the Proposer with similar services to those being proposed in this Proposal.

1. Name: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

Year Contract Initiated: _____

2. Name: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

Year Contract Initiated: _____

3. Name: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

Year Contract Initiated: _____

FORM 3
NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____,
the Proposer that has submitted the attached Proposal.
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.
3. Such Proposal is genuine and is not a collusive or sham Proposal.
4. Neither said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the Family Resource Center, Florida, or any person interested in the proposed Agreement; and

**FORM 3
NON-COLLUSION AFFIDAVIT
(CONTINUED)**

5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature (Blue ink only)

Print Name

Title

Date

Witness my hand and official notary seal/stamp at _____ the day and year
written above

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of _____ for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 200__.

NOTARY PUBLIC

My Commission Expires:

FORM 4
DRUG-FREE WORKPLACE

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual Services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual Services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

FORM 5
ACKNOWLEDGMENT OF ADDENDA

The Proposer hereby acknowledges the receipt of the following addenda issued by the FRC and incorporated into and made part of this RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

FORM 6
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the Proposer that has submitted the attached Proposal.

2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the FRC, its elected or appointed officials, its employees, or agents or any of its agencies or component units for the past five (5) years.

(b) Additionally, the Proposer agrees and understands that Proposer shall give the FRC written notice of any other relationships professional, financial, or otherwise that Proposer enters into with the FRC, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of this Agreement.

(If paragraph 2(a) above does not apply, please indicate by stating, “not applicable” in the space below.)

**FORM 6
INDEPENDENCE AFFIDAVIT
(CONTINUED)**

2. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in the RFP.

Signature (Blue ink only)

Print Name

Title

Date

Witness my hand and official notary seal/stamp at _____ the day
and year written above

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of _____ for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 200__.

NOTARY PUBLIC

My Commission Expires:

FORM 7
CERTIFICATION TO ACCURACY OF PROPOSAL

Proposer, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the Proposer to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the Proposer that has submitted the attached Proposal.
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal.
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

**FORM 8
PRICE PROPOSAL FORM**

The following Proposal is presented to assist the FRC in evaluating the Proposals. The Total Proposal Amount will include all items described in the Section 2 for Information Technology Support Services of the RFP (the "Scope of Services"). Any additional services that are not included in the Agreement shall be performed at the request of the Executive Director. Payment shall be made on the basis of the Services actually performed and completed pursuant to the terms and conditions of the Agreement.

Name of Proposer: _____

Name of authorized representative of proposer: _____

Total Base Proposal Amount for the three (3) year term of the Agreement if awarded:

\$_____; Also, please attach a Fee Schedule outlining hourly rates for each of the support services as listed in Section 2.1 of the Scope of Services. The Proposal Fee Schedule should include a base amount for all support services up to forty (40) hours and five (5) service days per week. Any additional services provided beyond the proposed base amount shall be provided at the hourly rate as listed in the attached fee schedule and any additional service must be pre-approved by the Executive Director.

This amount should not exceed FRC's budgeted amount in FRC's FY 21-22 budget for IT support services. Notwithstanding anything to the contrary contained herein, the schedule for services shall be determined by the Executive Director in his or her sole discretion. Fee schedule shall be inclusive of any travel expenses incurred.

By: _____

_____ as _____
Name Title

Witness or Notary Public: _____

FORM 9
SUPPORT SERVICES QUESTIONNAIRE

Please answer the following:

- a. Is help desk support available?
- b. When is support available? (indicate XX a.m. to XX p.m. and the days of the week).
- c. How are charges for support structured, documented, and tracked?
- d. Do you provide a toll-free support number?
- e. Please describe your problem escalation process, including:
 - Initial problem identification (hand-off from help desk)
 - Triage for priority and severity of problem
 - Steps for resolving problem escalation when a solution is not forthcoming or an implemented solution is unsatisfactory
 - Final authority regarding conflicts
- f. Indicate your response time and goal and also your statistics regarding meeting that goal.
- g. Beyond the scope of this RFP, what services (related or otherwise) does your organization provide that may be of interest to the FRC?

FORM 10
LOCAL BUSINESS PREFERENCE AFFIDAVIT

Proposals submitted for this solicitation will be reviewed by the Executive Director for a local business preference in accordance with Ordinance No. 2009-115 of the Family Resource Center, Florida, Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. A Miami Business and a Miami Dade County Business, for the purposes of receiving the aforementioned preference above, shall be defined as a Proposer which demonstrates the following:

1. Proposer has a physical business address located within the limits of Miami-Dade County or the Family Resource Center from which the Proposer operates or performs business, and which has been actively occupied and operated for at least one (1) year prior to submission of this Proposal. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

Proposer shall state its Miami-Dade County or Family Resource Center physical business address:

2. Proposer has a valid occupational license, issued by Miami-Dade County at least one (1) year prior to Proposal submission that is appropriate for the goods, services, or construction to be purchased.

Proposer shall attach a copy of said occupational license(s) hereto. (Note: Current and past year licenses may need to be submitted as proof that Proposer has had the license at least one year prior to the proposal due date.)

FORM 10
LOCAL BUSINESS PREFERENCE AFFIDAVIT
(CONTINUED)

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Proposer: _____

Federal Employer / Identification Number: _____

Address: _____

City/State/Zip: _____

Telephone: () _____ Fax: () _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct. Signature of Authorized Representative:

Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN TO ME (or affirmed) before me on _____
by _____. He/She is personally known to me or
has presented _____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____
(State)

[Notary Seal]

SECTION 7 – AGREEMENT

The agreement located in this Section of the RFP for INFORMATION TECHNOLOGY SUPPORT SERVICES within the FRC is substantially the form that will be utilized, subject to negotiation with the successful Proposer as provided for in this RFP and approval by the Executive Director. The FRC reserves the right to award or not to award the Agreement in the best interests of the FRC.

SECTION 7

AGREEMENT FOR INFORMATION TECHNOLOGY SUPPORT SERVICES

THIS AGREEMENT (this “Agreement”) is made and entered into this ____ day _____, 2021 by and between the Family Resource Center, a Florida Municipal Corporation (the “FRC”) and _____ (“Consultant”).

THE PARTIES AGREE AS FOLLOWS:

1. SERVICES

1.1. Consultant agrees to provide consulting and representative scope of services for FRC as set forth in Exhibit “A” attached hereto and made a part hereof (the “Services”).

2. COMPENSATION

2.1. For provision of the Services by Consultant, as described in Section 1, the FRC shall pay Consultant an hourly fee of \$_____. Consultant shall provide the FRC with an invoice on a monthly basis within ten (10) days of the end of each month stating the Services provided in the preceding month. The FRC shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Services not performed or materials not furnished. If there is a dispute with regard to an invoice, the FRC may withhold payment until all requested supporting materials are received from Consultant and the dispute is resolved. The Contractor shall be compensated at the unit prices specified in the Bid Proposal based upon the actual Services completed for the month.

2.2 Consultant shall be responsible for all travel and non-travel expenses incurred by Consultant directly required for Consultant to provide the Services described in Section 1 to the FRC.

3. TERM

3.1. This Agreement shall be effective on _____, 20__ and shall be for an initial term of three (3) years. The Executive Director, subject to the prior approval of the FRC Council, is authorized to extend the term of this Agreement upon the same terms and conditions contained herein for up to two (2) additional terms of one (1) year each.

4. TERMINATION

4.1 Notwithstanding Section 3 above, either party may terminate this Agreement if the other party breaches any material term of this Agreement and fails to cure same within ten (10) days after written notice from the non-breaching party. In the event of such a termination by either party, the FRC shall be obligated only for payment for the Services incurred up to and including the termination date.

5. CONFLICT OF INTEREST

5.1. Consultant shall not be prohibited from representing or providing the like services to other persons and entities other than the FRC, so long as Consultant shall avoid any representation or relation which creates an adversarial conflict of interest, as first determined by the FRC Attorneys in their reasonable opinion.

6. SERVICES NOT ASSIGNABLE

6.1. Although this Agreement is with Consultant, the parties understand that the services of _____ are personal in nature and that _____ shall be designated by Consultant to perform services under this Agreement. In the event that _____ can no longer perform services for Consultant under this Agreement, this Agreement shall automatically terminate.

7. COST AND ATTORNEY'S FEES

7.1. If either the FRC or Consultant is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorneys' fees.

8. INSURANCE

8.1 Consultant shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interests of the FRC against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated A or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary

insurance with respect to the FRC, its officials, employees, agents, and volunteers. Any insurance maintained by the FRC shall be in excess of Consultant's insurance and shall not contribute to Consultant's insurance. The insurance coverages shall include a minimum of:

- 8.1.1 Worker's Compensation Insurance -- statutory requirement.
- 8.1.2 Employer's Liability Insurance -- \$1,000,000.00.
- 8.1.3 General Commercial Liability Insurance -- The policy must contain minimum limits of liability as follows, or a \$1,000,000.00 combined single limit:
 - (a) Bodily injury: \$1,000,000.00; and
 - (b) Property Damage: \$1,000,000.00 each occurrence.
- 8.1.4 Automobile Liability Insurance. The policy must contain minimum limits of liability as follows or \$500,000.00 combined single limit:
 - (a) Each person: \$500,000.00;
 - (b) Bodily injury: \$500,000.00;
 - (c) Property Damage: \$500,000.00 each occurrence; and
 - (d) The policy must provide coverage for non-owned and hired automobiles.
- 8.1.5 Professional Liability Insurance (offering protection from but not limited to: Errors and omissions (E&O) of products and services, Intellectual property protection, Network and security breaches, Cyber liability, Cyber extortion, Communications and media, Computer virus coverage for damage to data, Crisis management expense, Computer virus transmission to others, Invasion of privacy and failure to protect data, Denial of service, Unauthorized access) - \$500,000.00 each occurrence.[lopezt1]
- 8.1.6 Consultant must submit, prior to signing of this Agreement, a Certificate of Insurance naming the Family Resource Center as an additional insured.

8.2 Consultant shall provide the Executive Director with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is

as required by this Agreement. The FRC reserves the right to require Consultant to provide a certified copy of such policies, upon written request by the FRC. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the FRC before any policy or coverage is canceled or restricted. Acceptance of the Certificate(s) is subject to approval of the Executive Director.

8.3 The FRC is to be specifically included as an Additional Insured for the liability of the FRC resulting from operations performed by or on behalf of Consultant in performance of this Agreement.

8.4 All deductibles or self-insured retentions must be declared to and be approved by the Executive Director. Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9. GOOD FAITH

Each party hereto agrees to act in good faith with respect to the other party or parties exercising its rights and discharging its obligations under this Agreement. Each party further agrees to use its best efforts to ensure that the purposes of this Agreement are realized and to take all steps as are reasonable and necessary in order to effectuate the intent of this Agreement. Each party agrees to execute, deliver, and file any document or instrument necessary or advisable to realize the purposes of this Agreement.

10. INSPECTION AND AUDIT

During the term of this Agreement and for three (3) years from the date of termination, Consultant shall allow FRC representatives access during reasonable business hours to

Consultant's and any subcontractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records the FRC determines Consultant was paid for services not performed, upon receipt of written demand by the FRC, Consultant shall remit such payments to the FRC. Consultant shall retain all records associated with this Agreement for a period of three (3) years from the date of Termination.

11. BACKGROUND CHECKS

Consultant shall be responsible for maintaining current background checks, in accordance with FRC's criminal background check policy (Administrative Order #07-01) on all employees and subcontractor employees involved in the performance of this Agreement. Background checks shall be performed prior to the performance of any services by the employees under this Agreement. A Written affidavit of any background check must be provided to the FRC yearly or when employees are hired, or at any time as requested by FRC's Representative.

12. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

13. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to the Agreement. Venue of any action to enforce this Agreement shall be proper exclusively in Miami-Dade County, Florida.

14. AMENDMENTS

No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

15. WAIVER OF JURY TRIAL

Both FRC and Consultant knowingly, voluntarily, and irrevocably waive their right to a trial by jury in any civil proceedings that may be initiated by either party with respect to any term or condition of this Agreement. Therefore, formal Arbitration before the American Board of Arbitration, shall be the venue for resolution of any conflict about fees and services. Either FRC or the Proposer/Consultant may terminate this agreement, with or without cause, with no less 30 days of written notification.

16. NOTICE

Any notice required by this Agreement shall be hand delivered or sent by certified mail addressed to:

FRC:

Attention: Executive Director
Family Resource Center
1393 SW 1st Street
Miami, FL 33135

With a copy to:

FRC General Counsel
Jennifer Ley-Soto
1393 SW 1st Street
Telephone: (305) 374-6006
Facsimile: (305) 374-6112

17. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

18. INDEMNIFICATION; CONFIDENTIALITY

18.1 Consultant shall defend, indemnify, and hold harmless the FRC, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with Consultant's performance or non-performance of any provision of this Agreement, including but not limited to, liabilities arising from contracts between Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the FRC for its expenses including reasonable attorney's fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of or related to such claim.

18.2 Consultant shall maintain all information obtained by it from the FRC as confidential information and will not use such information for its own purposes (other than to provide the Services under this Agreement) to any extent whatsoever; provided, however, the foregoing obligations of confidentiality and restrictions on use will not apply to information (a) generally publicly known or (b) required to be disclosed by Consultant to any governmental official by court order. Such information will be returned to the FRC within five (5) business

days after the Termination of this Agreement and the foregoing confidentiality covenant will remain in effect after the Termination of this Agreement.

19. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT

19.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

19.2 No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed with the same formality as this document.

20. INDEPENDENT CONTRACTOR

20.1 Consultant is and shall remain an independent contractor and is not an employee or agent of the FRC. Services provided by Consultant shall be by employees of Consultant working under the supervision and direction of Consultant. Nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the FRC. Consultant agrees that it is a separate and independent enterprise from the FRC.

20.2 Consultant shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Consultant. This Agreement shall not be construed as creating any joint employment relationship between Consultant and the FRC, and the FRC

will not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime payments.

21. ASSIGNMENT

This Agreement shall not be assignable by Consultant without the prior approval of the FRC as specified in Section 6, at the FRC Councils' sole discretion.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

Attest:

FAMILY RESOURCE CENTER

By: _____
Idania Lemus
Director of Community Relations

By: _____
Oren Wunderman, Ph.D.
Executive Director

Signed, sealed, and witnessed in the presence of:

As to the Consultant:

_____, a

By: _____

By: _____

Name: _____

Title: _____

(* In the event that the Consultant is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the Agreement to do so in its behalf.

EXHIBIT “A”

THE SERVICES

The following details the services to be provided to the Family Resource Center in the area of information technology support services:

1. Initial Assessment – Compile/update inventory of all information technology related assets, assess system assets and make recommendations for improved FRC-wide IT system performance.

2. Desktop Applications Support - Perform basic support functions including installing PCs, laptops, printers, and software; diagnosing and correcting desktop application problems, configuring laptops and desktops for standard applications and identifying and correcting hardware problems, and performing advanced troubleshooting. Assist designated FRC personnel with software and hardware purchases.

3. Server Administration Services – Manage computer network and associated hardware, software, communications, and operating system necessary for the quality, security, performance, availability, recover-ability, and reliability of the system. Confidentiality of information is vital. The selected vendor and their employees must sign and adhere to a confidentiality clause that information in the system must remain confidential under penalty of law. Ensure scheduled preventive maintenance for equipment is promptly performed; develop back-up plans and procedural documentation. Setup new users and edit or remove existing users on server. Monitor server performance and capacity management services. Management of user log-ins and security.

4. Network Administration Services – Scope of activity includes all FRC network equipment including switches, firewalls, routers, and other security devices. Primary installation and maintenance of printers, network copiers/scanners, etc. Monitor network performance and capacity management services. This activity includes the oversight, supervision, and management of all of FRC’s Wi-Fi public hot spots.

5. Security – Maintenance of virus detection programs on FRC servers, email and all other FRC computers and laptops. Perform security audits as requested and notify FRC personnel immediately of suspected breaches of security or instruction detection. Reduce amount of spam received by FRC employees.

6. Strategic Planning – Provide 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. Provide recommendations for potential savings in IT related matters.

7. Web Hosting, Development, and Support – Provide web hosting services, development, and on-going support for FRC’s website and any future official FRC web sites.

8. Software/Third-Party Applications Services- Scope of activity includes oversight, management and support of FRC's database software; oversight, management and supervision of all third party desktop, server, and web-based applications; acts as FRC's representative when dealing with third party application support as directed by the Executive Director. Consultant will review invoices, approve for payment and bring any invoice discrepancies to the attention of the Executive Director.

9. Communications (Phone, Cellular Phones, Voice mail) Support- Scope of activity includes oversight, supervision, and management of FRC's communications system including but not limited to: phones, cellular phones, communications devices, and voice mail systems. Consultant will review invoices, approve for payment, and bring any invoice discrepancies to the attention of the Executive Director.

10. Emergency Services- Provide emergency technical, communication, and IT support services in the event of emergency situation. Consultant will be available to assist at the direction of the Executive Director in such situations.

11. FRC's IT Liaison/Representative- Consultant will act as FRC's liaison/representative for all IT related matters under the scope of the Agreement as directed by the Executive Director or his/her designee. Consultant will be available for any meetings as directed by the Executive Director or his/her designee.

Consultant shall perform the Scope of Services as outlined in the RFP. The Scope of Services shall not be deemed to be all-inclusive and may be changed from time to time as authorized by Executive Director.