County of Collier
CLERK OF THE CIRCUIT COURT
COLLIER COUNTY COURTHOUSE

3315 TAMIAMI TRL E STE 102
NAPLES, FL 34112-5324

Dwight E. Brock - Clerk of Circuit Court

P.O. BOX 413044

Clerk of Courts • Comptroller • Auditor • Custodian of County Funds

May 31, 2018

TO: Interested Proposers/Distribution List

RFP 2018-005 Network Security Assessment

The Clerk of the Circuit Court and Comptroller of Collier County, Florida desires to receive proposals for the above-referenced Request for Proposal (Herein, "RFP"). Enclosed is the proposal packet that is to be completed by proposers. All proposers should be reasonably compliant with this proposal.

Questions or requests for more information concerning this RFP may be e-mailed to Sue Barbiretti at BidQuestionsOnly@collierclerk.com or call 239-252-8472. Please put the word "QUESTION" in the subject line. **E-mailed questions should not contain any attachments.**

Sealed proposals must be submitted to the Clerk's Office before 2:00 P.M. EST on June 22, 2018. Please direct sealed proposals to:

Clerk of the Circuit Court, Collier County
ATTN: Sue Barbiretti
Administration Building
3315 Tamiami Trail East, Suite #102
Naples, FL 34112-5324

Opening Date and Time: June 22, 2018 at 2:00 p.m. EST
The mailing envelope must be sealed and marked on the outside with:

RFP 2018-005 Network Security Assessment

The Clerk of the Circuit Court and Comptroller of Collier County does not discriminate based on age, race, color, sex, religion, national origin or disability.

Sealed proposals will be opened at 2:00 p.m. EST on Friday, June 22, 2018 at 3315 Tamiami Trail East, Suite 102 Naples, FL 34112-5324.

Sincerely,

Sue Barbiretti

Digitally signed by Sue Barbiretti
DN: cn=Sue Barbiretti, o=Collier County Clerk of the Circuit Court, ou, email=sue.barbiretti@collierclerk.com, c=US
Date: 2018.05.30 15:38:37 -04'00'

Sue Barbiretti
Executive Assistant
Enclosures

Contents

PUBLIC NOTICE 1
RFP 2018-005 Network Security Assessment 1
Purpose 2
Background Information 2
Subcontractors 2
The Environment 3
Contract Intent: 3
Minimum Qualifications for Proposers 3
Scope of Work 3
General 4
Assessment Objectives 4
Critical Assessment Areas 4
Required Tasks 5
Systems/Procedures to be Tested and Evaluated 5
Deliverables 6
Knowledge Transfer 6
Adjustments, Modifications and Amendments 6
Term of Agreement 7
Contract Termination 7
Invoice 8
Projected Solicitation Timetable/Schedule 8
Response Format - Instructions to Agents Submitting Proposals 9
Tab I, Cover Letter / Management Summary 9
Tab II, Company Profile (30 Points) 10
Tab III Company credentials and experiences. (20 points) 11
Tab IV, Cost of Services to the Clerk (20 points) 11
Tab V Project manager and team credentials, experiences and qualifications. (20 points) 12
Tab VI References (10 points) 12
Address and Deliver Proposals 13
Terms and Conditions 14

Insurance & Indemnification....16
Indemnification....17
Proposal Summary Pages....18
Proposer: Complete the following:....18
Financial References:....18
Financial Statements Report:....18
Proposer's Check List....19
EXHIBIT A....21
EXHIBIT B....22
Appendix B – Additional Vendor Distribution List....24

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Clerk of the Circuit Court and Comptroller of Collier County in the Administration Office on the 2nd Floor of the Collier County Courthouse Annex located at 3315 Tamiami Trail East, Suite #102, Naples, Florida 34112-5324 until 2:00 p.m. EST on June 22, 2018 for:

RFP 2018-005 Network Security Assessment

A copy of the purchasing policy, proposal instructions, specifications and exhibits may be obtained from Sue Barbiretti, Executive Assistant for the Clerk of the Circuit Court of Collier County.

All proposals shall be made on the official Proposal Response Forms attached to the specifications. Forms may be obtained by bona fide proposers from:

- The Office of the Clerk of the Circuit Court
- DemandStar – www.demandstar.com
- The Clerk of the Circuit Court's website www.collierclerk.com

Any questions regarding this proposal shall be directed to Sue Barbiretti, Executive Assistant for the Office of the Clerk of the Circuit Court, at BidQuestionsOnly@collierclerk.com. E-mailed questions should not contain any attachments. Communication with any other members of the Clerk's staff regarding this RFP will be grounds for disqualification from participating in this solicitation.

The Clerk of the Circuit Court of Collier County does not discriminate based on age, race, color, sex, religion, national origin or disability.

All proposal submittals must be received by 2:00 p.m. EST on June 22, 2018. Proposals will be publicly opened at 2:00 p.m. EST on June 22, 2018 in the Collier County Clerk of the Circuit Court Administration Office on the 2nd Floor of the Collier County Courthouse Annex located at 3315 Tamiami Trail East, Suite 102, Naples, Florida 34112-5324.

DWIGHT E. BROCK
CLERK OF THE CIRCUIT COURT
COLLIER COUNTY, FLORIDA

BY: Sue Barbiretti
Executive Assistant

Broadcast through Demandstar on May 31, 2018
Published in the Naples Daily News on May 31, 2018
Published on the Clerk's website, www.CollierClerk.com on May 31, 2018

Purpose

The Clerk of the Circuit Court and Comptroller, Collier County (Clerk), through its Management Information Systems (MIS) department is requesting proposals from a vendor to perform a Network Security Assessment analysis for all areas that fall within the scope of this project. The purpose of this RFP is to select a qualified vendor/consultant (Proposer) to perform a network security assessment, identify risks and make specific recommendations to enhance network security in accordance with the terms, conditions and specifications stated or attached. The Proposer, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated. At the Clerk's discretion, a background check may be conducted both on the company and on individuals that will be involved with this project. A valid U.S. Driver's license and Social Security number are required.

Background Information

Collier County Clerk of Courts is located in Southwest Florida. Naples, the seat of Collier County, is about thirty (30) miles south of Fort Myers and the Southwest Florida International Airport (RSW). The full time population of Collier County is about three hundred fifty thousand (350,000) although a seasonal peak of about four hundred fifty thousand (450,000) occurs between January and April. The structure of the Collier County Government is based on the standard constitutional form of county governments in Florida. The County Government provides some level of municipal services to virtually all residents and visitors and has an annual budget that is approximately $1B. Under the Florida Constitution, the Clerk of the Circuit Court is elected independently of the Board of County Commissioners (BCC) Agency and serves as the Board's chief financial officer. Hence, many County business functions are transacted as a joint effort by the Clerk and the Board agencies. For the purposes of this RFP, the sole entity involved is the Collier County Clerk of Courts.

Subcontractors

Proposers are required to disclose in the bid proposal the name of any subcontractor they intend to employ in performance of this project. The Proposer shall remain fully responsible for any/all work completed by their subcontractor(s).

Throughout the life of this agreement, the Clerk will have the right of reasonable rejection and prior approval of staff or subcontractors assigned to the project. If the Clerk reasonably rejects the staff or subcontractor, the Proposer must provide replacement staff to the Clerk in a timely manner and at no additional cost to the Clerk. The day-to-day supervision and control of the Proposer's employees or agents shall be the sole responsibility of the Proposer.

The Environment

The Clerk's environment consists of:

- 350 workstations
- 80-100 servers
- 2 storage systems
- Approximately 30 network devices
- Supports several thousand external users.

Contract Intent:

- Contract with qualified vendor for the purpose of conducting a network security assessment for the Clerk.

- Retain the right to select and / or disqualify consultants, or their sub-consultants, assigned to the project at its discretion for reasons including but not limited to their qualifications, experience, and their ability to interact effectively with Clerk's staff, their perceived productivity, and their ability to transfer knowledge to Clerk's staff.

Minimum Qualifications for Proposers

- 3 years experience conducting network security assessments
- Enterprise-level experience of network security assessments
- Must be knowledgeable with the latest network security best practices
- Must have knowledge of e-commerce and PCI-DSS compliance
- Must have knowledge of advanced network architecture such as internal segmentation and 802.1X
- Must be licensed to do business in the State of Florida.

Scope of Work

The successful Proposer will be expected to meet the specifications and requirements. The items listed in the Required Tasks are intended to be a minimum set required to achieve the Assessment Objectives and should not be considered all-inclusive. The awarded contract will include the responsibility for providing network security assessment services to the Clerk as specified.

Clerk will provide the successful Proposer with reasonable support and assistance during the term of the awarded contract.

The successful Proposer will provide comprehensive services that meet Federal, State and local laws, statutes and ordinances governing such services.

The following scope of services is not meant to limit a Proposer's response to this request. The Proposer

is requested to provide any services needed to do a complete and thorough job. All of the following tasks serve as a general outline of anticipated steps needed to accomplish project goals.

General

1) The Network Security Assessment will assess the vulnerabilities of components of the Clerk's network infrastructure and computing systems. The successful Proposer will work with Clerk's MIS personnel to classify any identified vulnerabilities. Recommendations will then be made for specific technical and procedural improvements to reduce or eliminate these vulnerabilities. The Network Security Assessment represents the first phase of work to ensure security throughout Clerk's computer environment.

2) Review current policies, configurations and recommend best practices.

3) The successful Proposer will complete the initial assessment as soon as reasonably possible following the date of execution of the awarded contract.

4) All work to be completed, delivered to Clerk no later than September 21, 2018, and invoiced no later than September 25, 2018.

Assessment Objectives

1) Identify security vulnerabilities within the Clerk network as well as from outside.

2) Simulate malicious hacker activity in attempting to gain unauthorized access to any part of the network.

3) Utilize Social Engineering techniques to penetrate the network.

4) Develop an overall assessment of strengths and weaknesses compared to industry best practices and business requirements.

5) Provide recommendations and knowledge transfer on the use of continuous monitoring techniques, methods and processes to enable Clerk to implement proactive monitoring capabilities.

6) Identify shortcomings in policies, procedures and standards and recommend improvements.

Critical Assessment Areas

1) Security protection of Clerk's network and data and supporting servers via external entities
2) Security protection of Clerk's network and supporting infrastructure
3) Physical security of Clerk's network
4) Remote access protection supporting connectivity to the network or servers
5) Response mechanisms in place to detect attacks
6) The security of all business information systems within Clerk's network

7) The ability to withstand deliberate, internal and external attacks against management systems as well as other systems
8) Security of internal user workstations on Clerk's network
9) Security of all database/data management systems
10) Security of Active Directory System
11) Security of PCI-DSS compliance in-scope systems

Required Tasks

1) The Network Security assessment is to include, but not be limited to, the following activities:
    a) Vulnerability scanning
    b) External penetration testing
    c) SQL server vulnerabilities, including injection attack assessment
    d) Remote access assessment of connectivity, including war driving
    e) Intranet/extranet testing
    f) Internal network assessment
    g) Risk assessment – technical, administrative, personnel, physical
    h) Evaluation of existing security implementation and fit with accepted security model
    i) Active Directory policies and configuration best practices
    j) Review and recommendations for improvements to current:
        (i) MIS Policies & Procedures
        (ii) Management structure
        (iii) Intrusion detection systems
        (iv) Access controls
    k) Patch Management policies and configuration best practices

Systems/Procedures to be Tested and Evaluated

1) Routers
2) Switches
3) Servers
4) Backup devices and methods
5) Remote access servers and devices:
    a) VPN
    b) Mobile
6) Firewalls

7) Wireless access points
8) Business applications
9) E-mail systems
10) Database/data management systems
11) Workstations & peripherals
12) Procedures/policies, including but not limited to the following:
    a) Password policies
    b) Aged account policies
    c) Termination of employees' process
    d) Other related policies
13) Active Directory
14) Patch Management

Deliverables

The successful Proposer will inform Clerk immediately if significant vulnerabilities are detected as the project is being executed.

1) The successful Proposer will present an analysis of vulnerabilities and risks for the overall test findings.
2) The successful Proposer will make a complete list of learned network or database accounts if their passwords were compromised during testing.
3) The successful Proposer will present a prioritized list of technical solutions for addressing identified or perceived vulnerabilities and a specific list of recommendations for mitigation. The successful Proposer will recommend needed procedures, policies and methods for future security reviews.
4) The successful Proposer will provide evaluation criteria to check final product.

Knowledge Transfer

Transfer of knowledge is also an important deliverable of the project. The successful Proposer will routinely interact with Clerk's MIS department during the assessment. As part of this interaction, the successful Proposer will work with Clerk's personnel throughout all steps of the Assessment, including training on procedures and automated test steps to afford Clerk personnel a "hands on" experience. This knowledge transfer is intended to provide an opportunity for Clerk personnel to increase their ability to implement ongoing monitoring capabilities.

Adjustments, Modifications and Amendments

1) Should the Clerk and the successful Proposer mutually agree to a change in the scope of the project during the contract term, the price must also be mutually agreed upon.

2) Changes in contractual provisions of services to be furnished under the contract may be made only in writing and must be approved mutually by an agent of the successful Proposer and Clerk or designated representative.

3) The successful Proposer shall give full attention to the faithful execution of the contract, shall keep the contract under his control, and shall not by power of attorney or otherwise assign the contract to any other party without prior written approval of the Clerk or designated representative.

4) Should laws change requiring additional services or significant changes in costs, the Successful Proposer and the Clerk or designated representative, will negotiate an equitable price adjustment.

5) During the term of the awarded contract, the successful Proposer will furnish all of the services specified in the Request for Proposal. The successful Proposer understands and agrees that the Clerk will have no responsibility or obligation to the successful Proposer in providing contractor's services.

6) All notices and requests by Clerk shall be delivered by email or U.S. mail at the Clerk's discretion. Either party may change its address by giving notice of the new address to the other party.

Term of Agreement

The contract term, if an award(s) is/are made the term is intended to be for one (1) year with an option for two (2) additional one (1) year renewal agreements. The Collier County Clerk of Court's performance and obligation to pay under this contract is contingent upon an annual appropriation of funding.

Contract Termination

a) The Clerk shall notify the proposer of his intent to renew no later than July 31, 2019.

b) Termination for Cause: The Clerk may terminate the awarded contact at any time that the Successful Proposer fails to carry out its provisions or to make substantial progress under the terms specified in the contract.

   i) Clerk shall provide the successful Proposer within fifteen (15) business days, notice of conditions endangering performance. If after such notice the successful Proposer fails to remedy the condition contained in the notice, Clerk shall issue an order to stop work immediately.

   ii) Clerk shall be obligated to pay the successful Proposer only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.

c) Termination by Mutual Agreement: With the mutual agreement of both parties upon receipt and acceptance of not less than fifteen (15) business days written notice, the awarded contract may be terminated on an agreed upon date prior to the end of the contract period without penalty to either party.

d) Termination for Special Situations: Either party may terminate the awarded contact immediately following fifteen (15) business days written notification to the other, documenting the occurrence of any of the following:

   i) In the event there is a change in the Clerk due to an election, resignation or death and the Clerk-elect makes the decision not to continue the awarded contract.

   ii) The successful Proposer or any of its principals are debarred, suspended, proposed for debarment or declared ineligible to participate in the State of Florida's e-procurement system under the provisions of Section 287.133(3)(a), Florida Statutes.

   iii) Insolvency, bankruptcy or receivership of the successful Proposer

Invoice

The successful Proposer will invoice Clerk within 30 days of completing services, but no later than September 25, 2018, for the current year and for each year the Clerk exercises the option to renew.

Projected Solicitation Timetable/Schedule

The following projected timetable should be used as a working guide for planning purposes only. The Clerk of Courts reserves the right to adjust this timetable as required during the course of the RFP process. The Clerk's Office will adhere to this schedule as closely as possible. The Clerk reserves the right to modify the schedule when deemed in the best interest of the Clerk's Office. In the event of changes in the schedule, all parties will be notified in writing.

Event	Date
Issue Solicitation Notice	May 31, 2018
Last Date for Receipt of Written Questions	June 14, 2018
Addendum Issued Resulting from Written Questions	June 18, 2018
Solicitation Deadline Date and Time	June 22, 2018
Anticipated Evaluation of Submittals	July 12, 2018
Anticipated Completion of Contract Negotiations	July 17, 2018
Anticipated Contract Approval	July 23, 2018

Response Format - Instructions to Agents Submitting Proposals

The Proposer understands and agrees to abide by all of the RFP specifications, provisions, terms and conditions of same, and all ordinances and policies of Collier County Clerk of the Circuit Court. The Proposer further agrees that if it is awarded a contract, the work will be performed in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this RFP.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the proposal. However, any proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the County's needs, as stated in this RFP. All proposals should be presented as described in this RFP in PDF or Microsoft Word format with Tabs clearly marked. Cover letters of the proposal should use letterhead bearing the Company's name and be signed by and officer of the firm.

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Proposer to include all listed items may result in the rejection of its proposal.

Five (5) originals of the Proposal and five (5) electronic versions clearly marked as "RFP 2018-005 NETWORK SECURITY ASSESSMENT" should be submitted to the address shown below. (Proposal summary pages must be completed). Failure to provide requested information may result in your proposal being deemed non-responsive and eliminated from further consideration.

Please provide a copy of your standard contract for review by the Clerk, along with your proposal submittal.

Tab I, Cover Letter / Management Summary

Submission of a signed Proposal is Proposer's certification that they will accept any awards as a result of this RFP.

- Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the types of services stated herein.
- Provide the name(s), telephone number(s) and email(s) of the authorized contact person(s) concerning the proposal.
- List proposed subcontractors who may participate on the team, if specifically anticipated.

Tab II, Company Profile (30 Points)

Provide the following information in the format listed below in order to be considered responsive and to provide comparative scoring. Please provide a numeric value for each question listed. Vendors who do not provide the numeric information requested below may receive the lowest number of points allowable in this criterion.

Question	**Numeric Value**
Provide the number of years the company has been in the Network Security Assessment business	
Provide the number of years the company has been in the Network Security Assessment business for Public Sector	
Provide the number of Network Security Assessment clients from January 1, 2013 – December 31, 2017	
Provide the number of Network Security Assessment clients from January 1, 2013 – December 31, 2017 in the Public Sector	
Provide the number of Public Sector Network Security Assessment projects completed from January 1, 2013 – December 31, 2017	
How many Network Security Assessment projects were conducted in-house vs. using a subcontractor from January 1, 2013 – December 31, 2017	

Tab III Company credentials and experiences. (20 points)

Describe the firm's qualifications and expertise related to network security assessments.

Tab IV, Cost of Services to the Clerk (20 points)

Provide the following information in the format listed below in order to be considered responsive and to provide comparative scoring. Vendors who do not provide information in the format described below may receive the lowest number of points allowable in this criterion.

Objective Costs	**Cost Initial Year**	**Cost Year 2 Renewal Not to Exceed**	**Cost Year 3 Renewal Not to Exceed**
Identify Security vulnerabilities within the Clerk's network as well as from outside.			
Simulate malicious hacker activity in attempting to gain unauthorized access to any part of the network.			
Utilize Social Engineering techniques to penetrate the network.			
Develop an overall assessment of strengths and weaknesses compared to industry best practices and business requirements.			
Provide recommendations and knowledge transfer on the use of continuous monitoring techniques, methods and processes to enable the Clerk to implement proactive monitoring capabilities.			
Identify shortcomings in policies, procedures and standards and recommend improvements.			
All other non-travel related costs not included as part of above objectives (please identify).			

All travel-related expenses are reimbursed based on GSA rates, which can be found here: https://www.gsa.gov/travel-resources. All airfare is reimbursed at economy fare rates.

Number of team members that will travel to Clerk's agency to conduct assessment. _____

Number of round-trips anticipated by all team members to conduct assessment. _____

If transportation is by air, identify which airport you are traveling from. _____

Tab V Project manager and team credentials, experiences and qualifications. (20 points)

- Provide names, professional qualifications and experience of key personnel who will be involved in the management of the services, delivery of tasks, and responsible completion of assignments.

- Provide resumes of all proposed project team members and describe their relationship with your firm. For example, define if the person is or is not an employee of your firm. Describe the projects the proposed team members have completed with your firm. Please list all certifications held by each member.

Tab VI References (10 points)

- Provide a listing of at least five (5) customers within the last five (5) years, demonstrating experience of similar size, scope, and goals described in the RFP. The Clerk prefers to have references located in Florida and/or in Public Sector. The Clerk may select one or more of these references and contact them.

The Selection Committee will rate all proposals and develop composite rating, which indicates the group's collective ranking of the highest-rated proposals in a descending order. At this point, the team may conduct interviews with only the top ranked firms, usually the top two depending upon the number of proposals received. The team will then make a recommendation for the contract award, or whether or not an award shall be made as a result of this request.

When evaluating vendor responses to this solicitation, in the event of an identical pricing or scoring from multiple vendors the award of the solicitation may be determined by using any or all of the following criteria per 60A-1.011, FAC:

1. The response from a Florida domiciled entity (see 287.084 FS)
2. Commodities manufactured within this State (see also 287.082 FS and 283.035 for printing)
3. Bid of foreign manufacturer with over 200 employees in State (see also 287.092 FS)
4. Certification of drug free workplace (see also 287.087 FS)
5. Number of valid vendor complaints on file.
6. By a means of random selection (drawing on numbers, coin toss, or the like).

Address and Deliver Proposals

Sealed proposals must be submitted to the Clerk's Office before 2:00 P.M. EST on June 22, 2018. Please direct sealed proposals to:

Clerk of the Circuit Court, Collier County
ATTN: Sue Barbiretti
Administration Building
3315 Tamiami Trail East, Suite #102
Naples, FL 34112-5324

Opening Date and Time: June 22, 2018 at 2:00 p.m. EST

The mailing envelope must be sealed and marked on the outside with:

RFP 2018-005 Network Security Assessment

1. The deadline for accepting proposals will be 2:00 PM EST, June 22, 2018.

2. The Clerk reserves the right to reject any and all proposals, or any part of any proposal, to waive any irregularities or informalities in any proposal, and to accept that proposal which is deemed to be in the best interest of the Clerk.

3. The proposals will be evaluated in accordance with the selection criteria as outlined above.

4. In the event that your company decides not to submit a proposal, it is requested that the proposer send a letter or email to Sue.Barbiretti@collierclerk.com stating that you are not interested in participating in this solicitation by the proposal deadline date of June 22, 2018.

5. The respondent is expected to furnish the Clerk with such additional information as may be reasonably required.

6. The Clerk will not be held liable for any costs incurred in preparation of proposals.

7. All communications concerning this RFP shall be submitted in writing, and allow sufficient time for preparation of an adequate response. Please direct all inquiries to:

   Clerk of the Circuit Court, Collier County
   ATTN: Sue Barbiretti
   Courthouse Annex Building
   3315 Tamiami Trail East, Suite #102
   Naples, FL 34112-5324
   E-Mail: BidQuestionsOnly@collierclerk.com
   Telephone: (239) 252-8472
   Fax: (239) 252-2755

8. Questions and answers of a substantive nature will be emailed to all interested parties at the appropriate stage in the process.

Terms and Conditions

All proposals must acknowledge if the proposer can comply with each of the following terms and conditions:

1. The Clerk reserves the right to reject any or all proposals, waive any irregularities or formalities in any proposal or in the proposal proceedings which, in his opinion, are in the best interest of the Clerk. The contract may be awarded to the vendor whose proposal, in the opinion of the Clerk, is the best taking into consideration all aspects of the proposer's response, including total cost. The winning proposal, and this RFP, shall become integral parts of the contract.

2. The proposer understands that time is of the essence. If a fully-executed contract is not received within fifteen business days of initial award, the Clerk may notify the proposer of his intent to award the contract to the next most qualified institution. **The Clerk assumes no cost to any of the proposers in preparation of their response to this RFP.**

3. Upon being notified, the proposer awarded the contract may be requested by the Clerk to attend a conference in order to exchange information and determine implementation and conversion details. During the term of the contract, relevant firm personnel shall attend meetings in-person or by conference call, as deemed necessary.

4. The contract may be terminated by the winning proposer upon providing written notice to the Clerk of the Circuit Court no less than 180 days prior to the effective date of such termination. The Clerk may terminate the agreement with the proposer upon 30 days' written notice prior to the effective date of the termination. **Under no circumstances will any damages be paid by the Clerk as a result of the termination of this contract and its related services.**

5. The agreement shall be for an initial period of one (1) year and may be extended for two (2) additional one-year (1) periods by mutual agreement between the Clerk and awarded proposer. **Continuation of the contract beyond the initial term is the Clerk's prerogative and not a right of the successful proposer.**

6. Proposals will be on file in the Office of the Clerk of the Circuit Court as outlined in Florida Statutes, Chapter 119 regarding Public Records. **All contract information becomes subject to Florida Public Records law, Florida Statutes, Chapter 119.**

7. Submit notarized sworn statement under Florida Statutes Chapter 287.133 on Public Entity Crimes, Exhibit D, "Sworn Statement on Public Entity Crimes".

8. The awarded contract must contain the following statement, in substantially the same form and in at least 14-point boldface type:

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

Marni M. Scuderi, Esquire

Staff Attorney & Public Records Coordinator

for the Collier County Clerk of Courts

3315 Tamiami Trail East, Suite 102

Naples, Florida 34112-5324

(239) 252-2725

Marni.Scuderi@collierclerk.com

9. The awarded contract shall not be assigned without the express written approval of the Clerk of the Circuit Court. In addition, the contract shall not be transferred, by merger or acquisition, in whole or in part without providing 60 days' notice to the Clerk's Office. The vendor will absorb all costs of conversion resulting from transfer, sale or merger.

10. If, following the announcement of the award of the contract from this request, an unsuccessful proposer wishes to challenge that award; they must do so in writing, within two business days following the award announcement. The unsuccessful proposer in their protest must enumerate those parts of the proposal and evaluation process they consider flawed or unfair, and why. Please refer to the Clerk's Purchasing Policy, available from Sue Barbiretti.

Insurance & Indemnification

The Vendor shall indemnify and save harmless the Clerk from all suits or actions of every name and description brought against the Clerk by any person or persons arising from or in connection with any negligent act of omission of the Vendor. The Vendor will be required to provide the following:

A. Bonding: Each employee of the Vendor must have a minimum of $25,000 Employee Dishonesty Coverage and a minimum of $5,000 Depository Forgery Coverage. Naming the Clerk as an additional insured or Vendor must provide a third party fidelity bond in the same amounts stated above in favor of the Clerk.

B. Liability: Without limiting its liability under this agreement, Vendor shall procure and maintain during the term of this agreement, insurance of the types and in the amounts set forth below:

Schedule	**Limits**
Workers' Compensation	Statutory $500,000
Florida Statutory Coverage/Employer's Liability (including Appropriate Federal Acts)	
Comprehensive General Liability	$1 mil per occur/aggr.
Premises-Operations	
Products-Completed Operations	
Contractual Liability	
Independent Contractors	
Professional Liability	$1 mil

THE CLERK SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THE ABOVE COMPREHENSIVE GENERAL LIABILITY AND PROFESSIONAL LIABILITY COVERAGES.

Said insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 524, Florida Statutes. The Certificates shall provide that no material alteration or cancellation, including expiration and renewal, shall be effective until fifteen (15) days after receipt of written notice by the Clerk. Any indemnification provisions in this Agreement are separate and apart and in no way limited by the insurance amounts stated above.

Indemnification

The Vendor, its employees, agents, representatives, subcontractors, and consultants shall at their sole cost and expense defend, indemnify and hold harmless the Clerk, its directors, officers, agents, employees and representatives against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind of nature (including, but not limited to, attorneys' fees and expenses) for injury to persons, including death, and damage to property, arising out of, or incidental to, the performance of this Agreement or work performed thereunder. This indemnification shall survive the term of this Agreement whether such term expires by the passage of time or is terminated.

Proposal Summary Pages

Proposer: Complete the following:

The proposer hereby offers to enter into an agreement with the Clerk of the Circuit Court, Collier County, Florida to provide Network Security Assessment provide staff augmentation, support and services in accordance with the RFP specifications.

NAME OF COMPANY: ADDRESS:

TELEPHONE NO: **TOLL FREE NO**:

PRINCIPAL CONTACT: **TITLE**:

ACCOUNT REPRESENTATIVE (Must notify Clerk if a change occurs)

Location of office from which the account will be serviced:

Financial References:

Provide a list of references who can substantiate your ability to continue to support the services required for the period of this contract. A MINIMUM OF TWO (2) REFERENCES IS REQUIRED. Where possible, include Florida references. Include this information as an appendix to your proposal.

Financial Statements Report:

Submit a copy of your latest financial statements as attested to by your external Certified Public Accountants.

ATTACHED: YES_____ NO _____

If NO, please explain.

Proposer's Check List

RFP 2018-005 Network Security Assessment

THIS SHEET MUST BE SIGNED BY VENDOR

The undersigned, as proposer, hereby declares that he has examined the specifications and informed himself fully in regard to all conditions. The proposer further declares that the only persons, company or parties interested in this proposal or the contract to be entered into as principals are named herein and that this proposal is made without connection with any other person, company or companies submitting a bid or proposal and it is in all respects fair and in good faith, without collusion or fraud.

The proposer proposes and agrees, if this proposal is accepted, to contract with the Clerk of the Circuit Court and furnish in complete accordance with the attached specifications, according to the following unit prices included in herein response to RFP 2018-005 Network Security Assessment.

Proposal Submitted By:

Address: _____

Telephone: _____

This proposal contains all the information requested in the Request for Proposal, including the following Exhibits and information:

_____ **Proposer Checklist - signed**

_____ **Exhibit A – Proposal Exception Form**

_____ **Exhibit B – Sworn Statement on Public Entity Crimes**

_____

Signature of Authorized Individual

_____

Typed Name

_____

Title

_____

Date

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your bid proposal. Proposer should check off each of the following items as the necessary action is completed:

- ❑ The proposal has been signed.
- ❑ The proposal prices offered have been reviewed.
- ❑ The price extensions and totals have been checked.
- ❑ The payment terms have been indicated.
- ❑ Any addenda have been signed and included.
- ❑ The mailing envelope has been addressed to:

Clerk of the Circuit Court, Collier County
ATTN: Sue Barbiretti

3315 Tamiami Trail E Suite 102
Courthouse Annex 2nd Floor, Room 213
Naples, FL 34112-5324

Telephone: (239) 252-8472

Fax: (239) 252-2755

- ❑ The mailing envelope must be clearly marked with:

RFP 2018-005 Network Security Assessment

- ❑ The proposal will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise proposal cannot be considered)

Opening Date and Time, June 22, 2018 2:00 p.m. EST

ALL COURIER-DELIVERIES MUST HAVE THE PROPOSAL NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Company Name _____

Signature & Title _____

Date _____

EXHIBIT A

RFP 2018-002
Network Security
Assessment

PROPOSAL EXCEPTION FORM

OUR FIRM CAN COMPLY WITH ALL ASPECTS OF THE CLERK'S REQUIREMENTS.

_____YES **_____NO If no, detail below.**

EXCEPTIONS to the requirements in this Request for Proposal:

Page: _____

Paragraph or Item Number: _____

Exception/Deviation: _____

Describe: _____

_____

_____

Page: _____

Paragraph or Item Number: _____

Exception/Deviation: _____

Describe: _____

_____

_____

_____

Page: _____

Paragraph or Item Number: _____

Exception/Deviation: _____

Describe: _____

_____

_____

EXHIBIT B

SWORN STATEMENT UNDER SECTION 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
For _____

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)
whose business address is: _____

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

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:_____.)

3. My name is_____and my relationship to the entity named
(please print name of individual signing)

above is_____.

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

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime;

   or

   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliated" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

d. Based on information and belief the statement that I have marked below is true in relation to the entity submitting this sworn statement.
(Indicate which statement applies.)

_____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPHS 1-3 (ONE THRU THREE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,_____who, after first being sworn by me, affixed his/her signature in the space provided on this____day of _____, 2018.

_____
NOTARY PUBLIC

Commission number: _____

Commission expires: _____

Appendix B – Additional Vendor Distribution List

Vendor Name	Street Address	City	State	Zip Code
Mr. Bill Crow, Advisory Services Illumant Security Assessment Services	Suite 210 431 Florence Street	Palo Alto	CA	94301
Mr. Andrew Cannata Sunera	Sunera Corporate Office Suite 1750 201 E. Kennedy Blvd.	Tampa	FL	33602
Mr. Martin Redovan Clifton Larson Allen (CLA)	Suite 300 4099 Tamiami Trl N.	Naples	FL	34103-3548
Mr. Paul Ackerman Vaccinet, LLC.	4646 Siesta Cir.	Fort Myers	FL	33901
Mr. Jay Shumney Accordis International Corp.	11659 Interchange Circle N.	Miramar	FL	33025
Mr. Mike McMillan DSM Technology Consultants	Suite 600 6810 New Tampa Hwy	Lakeland	FL	33815
Mr. Rick Anderson Elert & Associates Technology Assoc.	140 Third Street South	Stillwater	MN	55082
Ms. Cherry Bekaert	Suite 900 200 South 10th Street	Richmond	VA	23261
Lori Nissen KPMG				
Mr. Robert Feldman McGladrey LLP/RSM	5551 Ridgewood Dr., #401	Naples	FL	34108
EY	Suite 2800 200 South Orange Avenue	Orlando	FL	32801