

**1. Requested Motion:**

**Meeting Date:** October 4, 2010

Accept the ranking of the firms from the Selection Advisory Committee for Technical Support Services RFP-10-01-AD and direct the Selection Advisory Committee to begin negotiations with the highest ranked vendor.

**Why the action is necessary:**

Council approval required.

**What the action accomplishes:**

This action moves the Technical Support Services contract into the negotiations phase.

**2. Agenda:**

- Consent
- Administrative

**3. Requirement/Purpose:**

- Resolution
- Ordinance
- Other

**4. Submitter of Information:**

- Council
- Town Staff
- Town Attorney

**5. Background:**

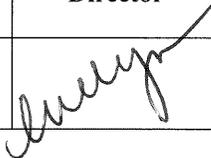
The Town's contract for technical support services expired this spring and has been renewed on a month-to-month basis. Staff prepared an RFP that made changes to the current contract scope including assessing and improving the audio/visual support system. Twenty seven vendors were notified when the RFP was released, 12 vendors registered to reply, 7 vendors submitted proposals, and 3 vendors were invited to present their proposals and answer specific questions. The Selection Advisory Committee is comprised of the Finance Director, Public Works Director, Cultural Resources Director, Town Clerk, and Contracts Manager. The Committee unanimously selected and ranked Softrim Corporation as the top vendor and ACME Computer Solutions as the second ranked vendor. Attached are (A) the minutes of the Selection Advisory Committee, (B) RFP instructions and Proposal Specifications, and (C.) Professional Services Agreement. Also attached are the proposals for Softrim Corporation (1) and ACME Computer Solutions (2). The Town's IT budget for FY2011 is \$120,000.00 and includes equipment and service costs for IT and audio/visual support. During presentations vendors confirmed price is open to negotiation. If Council authorizes the Committee to negotiate a contract, Staff will bring forward the results of the negotiations for Council review.

**6. Alternative Action:**

Reject all proposals.

**7. Management Recommendations:**

**8. Recommended Approval:**

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Cultural Resources Director	Town Clerk
						

**9. Council Action:**

- Approved
- Denied
- Deferred
- Other



**TECHNICAL SUPPORT SERVICES  
TOWN OF FORT MYERS BEACH  
RFP#10-01-AD**

**SELECTION ADVISORY COMMITTEE  
MEETING MINUTES  
SEPTEMBER 17, 2010**

1. A Selection Advisory Committee (SAC) meeting for Technical Support Services for Town of Fort Myers Beach, RFP#10-01-AD was held on September 17, 2010 in Town Hall Council Chambers, 2523 Estero Blvd., Fort Myers Beach Florida, 33931. The meeting began at 2:30 PM.
2. Meeting attendees included Director of Finance, Public Works Director, Cultural Resources Director, Town Clerk, and Contracts Manager.
3. Three different vendors were invited to present their proposals at pre-set times and answer specific questions provided in advance by the Town.
4. The Committee: determined that two of the vendors should be given further consideration; unanimously agreed on the first and second place ranking of the two vendors; and agreed to request Council to authorize the Committee to proceed with price negotiations for a Technical Support Services contract with the first place vendor.
5. The meeting adjourned at 5:35PM.

Signed: \_\_\_\_\_

*S. Malay*  
Susan Malay, Contracts Manager

Date: \_\_\_\_\_

*9/20/2010*

## PROPOSAL SPECIFICATIONS

### 1. INTRODUCTION

The Town is seeking technical support services for the Town's IT resources and approximately 30 Town staff. The Town is seeking proposals that provide options for onsite support for 4, 6, and 8 hours per business day; additional on-call support as required; and remote server monitoring and support. Technical support service categories are:

1. Server Management
2. Service Desk Support
3. Network and Telecommunications
4. Audio/Visual Support
5. Professionalism

Proposals will be accepted for:

1. Technical support service categories 1, 2, 3, 4, and 5 (all categories);
2. Technical support service categories 1, 2, 3, and 5 (all categories except Audio/Visual Support);  
and
3. Technical support categories 4 and 5 (Audio/Visual Support and Professionalism).

### 2. MINIMUM QUALIFICATIONS

Respondent must have at least three (3) contractual service engagements of similar size and service as the Town of Fort Myers Beach, currently engaged or completed within the past three (3) years.

Respondent must have on its staff at least one (1) senior level manager who possesses technical support services management experience.

### 3. CURRENT OPERATIONAL ENVIRONMENT

#### 3.1 **Current Level of Technical Service Support**

Currently the Town contracts for 80 hours per month of technical support for server, desktop and network maintenance and operations. On average, fewer than 9 (nine) service requests are logged per day. Remote monitoring of servers is provided during business hours, which are Monday through Friday, 8:30 AM to 4:30 PM. No contractual support currently exists to support the audio/visual needs of the Town. Technical support is provided at the following locations on Fort Myers Beach:

- Town Hall – 2523 Estero Boulevard
- Bay Oaks Recreation Center – 2731 Oak Street
- Mound House – 289 Connecticut Street
- Newton Park - Intersection of Strandview Avenue and Estero Blvd

Details of the computers at each location are defined in the following section.

#### 3.2 **Overview of the Current IT Environment**

**3.2.1 Server Configuration:** The Town hosts five (5) servers for domain-wide file and print sharing, e-mail management (MS Exchange 2003), workflow, and data backup. The servers run Windows 2003. Automated backups of each server are run nightly using a disk to disk backup configuration. Internet protection and filtering is supported through firewalls and security appliances located at each of the three internet access points.

**3.2.2 Desktop and Laptop Computers:** The Town has 38 desktop and laptop computers of various manufacturers (e.g. Dell, Gateway, HP, Intel, Lenova, Toshiba) that are used by Town employees located at all four of the Town's facilities. Microsoft Windows XP and Microsoft Office 2003 run on more

than 90% of the desktops and laptops. Microsoft XP Home, Vista, Vista Home, or Windows 2007/Microsoft Office 2007 run on the remaining computers.

**3.2.3 Printers and Peripherals:** The Town has two enterprise level all-in-one copy/print/scan machines that support network scanning, including scan-to-disk and scan-to-e-mail. In addition the Town has approximately 15 various manufacturers’ networked, desktop, wide-format, and label printers. The Town supports approximately three Blackberry mobile devices on the Verizon mobile network.

**3.2.4 Network Configuration:**

- Fort Myers Beach Town Hall houses approximately 24 Town of Fort Myers Beach computer users and equipment, including the Town’s servers and all audio/visual and broadcasting equipment. The ISP demarcation point from T3 Communications is located in Town Hall, and is a T1 connection.
- Bay Oaks Recreational Campus subscribes to Comcast Business Class to obtain internet access. There exists a virtual private network (VPN) between Bay Oaks and Town Hall for restricted user access to Town Hall shared files. Two frequent computer users and five occasional computer users work at the Bay Oaks campus.
- Mound House gains access to the internet and Town Hall shared files via a Tranzeo wireless access bridge. Currently two computer users work from the Mound House.
- Newton Park has just opened as a renovated Town property, and provides office space for three Town staff. Cabling and wiring has been installed, and the facility utilizes Comcast Business Class to obtain internet access. There will be a virtual private network (VPN) between Newton Park and Town Hall for restricted user access to Town Hall shared files.

**3.2.5 Audio/Visual Setup:** The Town broadcasts specific meetings on Comcast Cable Channel 98. Broadcast meetings typically occur two (2) to four (4) times per month for a duration of thirty (30) minutes to seven (7) hours. The following audio/visual equipment is used to broadcast those meetings, and for creating audio and/or visual records of specific meetings:

- Microphone mixers, microphone receivers;
- Tape deck cassette players and recorders;
- DVD recorders;
- AutoDome, an IP-enabled camera system for controlling distributed cameras
- Amplifiers;
- Monitors and televisions for monitoring broadcasts;
- Channel mixers;
- Video mixers; and
- Overhead and table-top projectors.

**3.2.6 Summary of Hardware Configuration:**

Table A provides a description of the Town’s current equipment, as an example of the equipment to be supported. The Town’s hardware configuration is subject to change through the contract duration.

<b>Table A – Current Hardware Configuration</b>			
<b>Device</b>	<b>Quantity</b>	<b>Manufacturer(s)</b>	<b>Location(s)</b>
Server	5	IBM, Intel, Supermicro	Town Hall
Desktop	16	Dell, ECS, Gateway, HP, Intel	Town Hall

<b>Table A – Current Hardware Configuration</b>			
Laptop	11	Dell, Intel, HP, Lenova, Sony, Toshiba	Town Hall
Printer & Peripherals	10	Brother, HP, Savin	Town Hall
Desktop	5	Dell	Bay Oaks
Laptop	2	Dell, Toshiba	Bay Oaks
Printer & Peripherals	2	Canon, HP	Bay Oaks
Laptop	2	Dell, Intel, HP, Lenova, Toshiba	Mound House
Printer & Peripherals	2	Okidata, Xerox	Mound House
Desktop	2	Dell, Lenova	Newton Park
Laptop	1	Lenova	Newton Park
Printer & Peripherals	1	Okidata	Newton Park
Microphone receivers and mixers	2	Shure SCM810, UC4-UB	Town Hall
Tape cassette players/recorder	4	3M, Hitachi, JVC	Town Hall
DVD recorder	1	Sony	Town Hall
Autodome	1	Phillips	Town Hall
Amplifiers	5	Kramer, Peavy, Professional, NEC	Town Hall
Monitors	2		Town Hall
Channel Mixers	2	Mackie, Peavy	Town Hall
Video Mixer	1	Videonics	Town Hall
Projectors	3	3M, Hitachi	Town Hall

**4. SERVICES REQUIRED**

The scope of technical support services required under this RFP encompasses onsite and remote support for the Town’s IT resources to enable Town staff members to provide effective service and governance for residents, property owners, businesses, visitors, and other government partners. The Town’s core hours of operation are Monday through Friday, 8:30 AM to 4:30 PM, except on holidays officially recognized by the Town. Approximately 30 Town staff members use computers to perform daily operations, with an additional 5 staff who use computers infrequently. The Town is seeking proposals that provide options for onsite support for 4, 6, and 8 hours per business day; additional on-call support as required; and remote server monitoring and support. Both the Town and the Consultant will designate primary points of contact (POC) for communicating routine information and escalating issues. Technical support services consist of the following categories:

1. Server Management
2. Service Desk Support
3. Network and Telecommunications Support
4. Audio Visual Support

## 5. Professionalism

The five service categories are further described below.

**4.1 Server Management** includes the overall management and operation of the Town's servers. Consultant will proactively monitor system availability and performance, maintain servers, and promptly initiate corrective actions that result in a reliable, available and accessible operational environment. Support required includes, but is not limited to, the following activities:

- a. Proactively monitor server performance;
- b. Perform server support;
- c. Perform security administration for servers and distributed systems, including firewall, anti-virus, spam filter, web filter, and spyware configurations;
- d. Review and describe additional types of system security your organization can provide that may benefit the Town;
- e. Perform operating system and system software maintenance, including patch management, upgrades, and installations on a scheduled basis as approved by the Town;
- f. Monitor and ensure effective operations of services for e-mail, file management, and printing;
- g. Analyze server capacity and forecast when upgrades and/or additional resources may be required;
- h. Document and/or maintain documentation for the server environment, system backup, and maintenance procedures;
- i. Evaluate existing backup and restoration procedures, recommend optimizations, and implement Town approved optimizations; and
- j. Oversee system backup and restoration procedures, verify backups are fully executed, test the backup quarterly, and take corrective action to ensure subsequent backups are successful should a backup fail.

**4.2 Service Desk Support** includes providing a single point of contact and accountability for receiving and resolving requests for repair and responding to and executing requests for routine projects received from Town personnel. On average fewer than nine (9) requests are logged per day. The Town also anticipates scheduling special projects, for which scope and cost will be evaluated on a case by case basis.

- Requests for repair typically include: *my screen froze while I was using Excel; I forgot my password; there is a constant echo on my telephone; I can't access a particular website.*
- Requests for routine projects typically include: *install a new application for two employees to test for two months; relocate the PCs at Newton Park to another room while construction is going on; upgrade Office 2003 to Office 2007 for 20 employees during the next month.*

Required Service Desk Support includes, but is not limited to the following activities:

- a. Receive, prioritize, resolve, and complete problem/service repair requests and routine projects;
- b. Document problem/service repair requests using a tracking method made available by the Consultant. The tracking method shall be used by the Consultant and accessible by the Town to record service and project requests, and to document the state of each request. Information to be captured includes at a minimum: date request/project initiated, requestor, priority, status (e.g. completed, in progress, on hold, cancelled), estimated completion date, and obstacles or actions awaiting completion before proceeding;
- c. Create and maintain user accounts;
- d. Maintain printers, faxes, and scanners;
- e. Establish, monitor and maintain network connectivity;
- f. Establish, monitor and maintain user access;
- g. Enable synchronization between portable devices and desktops;
- h. Recommend and implement changes to standardize desktop configurations, including the development and use of a standard image for all computers;

- i. Identify laptop and desktop computers to procure to satisfy user requirements;
- j. Maintain records and provide monthly reports on Service Desk support statistics and trends;  
and
- k. Maintain an inventory of all hardware, software and parts supply for all IT resources owned by the Town.

It is expected that every effort will be made to resolve repair issues at the time each service repair request is placed. Requests not immediately resolved will be assigned a priority by the Consultant, using the prioritization guidelines in the following table. Requests will be resolved according to the assigned priority, and in accordance with the response times and completion times specified. The Town reserves the right to modify assigned priorities.

Priority	Definition	Response Time	Completion Time
Critical	A problem that affects the Town’s entire network or a group of users (e.g. everyone at Town Hall or all e-mail users)	Within 30 minutes	Within 5 hours
High	A problem with no known workaround that affects a single user (e.g. the Town Manager’s PC or laptop fatally crashes)	Within 3 hours	Within 1 business day
Medium	A general service request or problem with a workaround solution	Within 8 hours	Within 2 business days
Low	A service request that does not require immediate attention or involves long range planning	Within 3 business days	Plan defined within 10 business days

**4.3 Network and Telecommunications** support includes the following types of activities:

- a. Provide LAN and WAN support including administration and security;
- b. Plan for and install Ethernet drops to enable network connectivity;
- c. Evaluate and propose alternatives for telephone service in the event the VOIP system is not operational;
- d. Maintain records and schematics that reflect the distribution of inside cable and leased lines;
- e. Evaluate the existing wireless network and remote access configurations that connect three distributed buildings with Town Hall;
- f. Recommend alternatives that will improve the security and reliability of remote access;
- g. Implement remote access changes adopted and approved by the Town;
- h. Add a Wi-Fi connection for public use; and
- i. Coordinate support for the VOIP telephone system with T3 Communications, including troubleshooting IP address conflicts.

**4.4 Audio/Visual Services** - The Town will accept proposals for audio visual services as either a stand alone proposal or as a proposal bundled with all of the technical support services required by this RFP. In either case the price for providing audio/visual services shall be separate from the price for providing other technical support services. Services required by the Town to support audio/visual needs are:

- a. Evaluate Town needs for audio/visual recordings and live broadcasts of meetings and events;
- b. Recommend alternatives for upgrading and/or replacing the existing audio/visual system used to record and broadcast meetings; and
- c. Implement changes adopted and approved by the Town.

**4.5 Professionalism** includes the highest expectation by the Town that the Consultant will interact with Town personnel in a professional, courteous, and service-oriented manner. The ability to comply with professionalism requirements, characterized below, is required for all proposals.

- a. Consultant will coordinate, communicate and follow industry best practices relative to the scheduling of maintenance, updates and patches, and conduct of technical support services;

- b. Propose and implement a transition plan for the transition of technical support services from the current technical support services consultant to consultant(s) awarded contract(s) as a result of this RFP, if required;
- c. Consultant will meet weekly with the Town POC to review progress, outstanding issues, and prioritized requests for all areas of contractual support;
- d. Consultant shall escalate urgent issues to the Town POC;
- e. Consultant will participate in planning exercises such as periodic emergency operations drills, including system shut down and server rack relocation. The Town estimates this task to require no more than 20 hours per year of technical support;
- f. Consultant will support emergency operations on an as-needed basis, at the Consultant specified rate for off-hours support;
- g. Consultant will recommend and perform approved improvements to the IT component of the emergency operations plan;
- h. Consultant will partner with the Town to plan for infrastructure and technical operational improvements; and
- i. Consultant will proactively monitor the technical environment and user needs to plan and recommend changes in advance of critical thresholds or points of failure.

5. **EXCLUSIONS**

Not included in the scope of this RFP are the following:

1. Altigen Communications VOIP telephone system which is managed by T3 Communications;
2. TrakIt software which is used for tracking permits and other items is supported by CRW Systems, Inc.; and
3. Civic Plus software for website hosting and content management.

6. **FORM OF PROPOSAL**

Respondent is to provide the following information:

**6.1 Technical Knowledge and Competence**

For each proposal submitted, identify the technical service support categories the Respondent proposes to support. Respondents may submit proposals for:

1. Technical support service categories 1, 2, 3, 4, and 5 (all categories);
2. Technical support service categories 1, 2, 3, and 5 (all categories except Audio/Visual Support); and
3. Technical support categories 4 and 5 (Audio/Visual Support and Professionalism).

Describe Respondent's technical support service experience related to the services required.

Describe Respondent's proposed approach to service delivery, including details of proposed onsite and remote support, and benefits to Town of using the proposed approach.

Provide a minimum of three (3) references with whom the Respondent's organization has contracted within the last three years to provide technical support services similar to those specified herein.

Describe Respondent's qualifications to perform the services, including all resources available to Respondent for the performance of the contract. For each employee who will be assigned to this contract, include a resume articulating experience, qualifications, and certifications. Include the name, resume, qualifications, and certifications of the individual intended to manage the project.

**6.2 Service Orientation and Professionalism**

Provide background information about the Respondent organization (e.g., philosophy, ownership, size, facilities, location(s)). Describe the management structure at both the corporate level and at the project level (e.g. number of managers, supervisors, and non-supervisory personnel).

Describe the Respondent organization's service oriented approach and professionalism that will be utilized for the required services (e.g. customer service practices, training). Describe the benefits of the approach to the Town.

Describe any advanced technology the Respondent would recommend to improve the Town's technical operations. Describe any special amenities or programs the Respondent would propose to implement. Include any additional costs/charges that might be incurred through implementation of the program.

Describe the Respondent's Affirmative Active Program, and provide a plan to maximize use of minorities and disadvantaged persons and firms in the provision of services under this contract, as well as in internal operation of the program.

Provide a description of the Respondent's financial stability and other resources that most adequately ensure the delivery of services acceptable to the Town. Include three-year audited financial statement, or SEC 10-K Statement of the parent corporation of the Respondent. The financial statement shall be included with the Respondent's proposal in a sealed envelope, clearly identified as "Financial Statement" with Respondent's name, address, and the RFP number provided at the top of this document included on the outside as well.

Provide a listing of any technical support service contracts to which Respondent was a party that have been terminated, and describe the reason for termination.

### **6.3 Price**

Define the technical service support categories the Respondent proposes to support, and the associated annual service fee. The Town is seeking proposals that provide options for onsite support for 4, 6, and 8 hours per business day; additional on-call support as required; and remote server monitoring and support. Respondents may submit proposals for:

1. Technical support service categories 1, 2, 3, 4, and 5 (all categories);
2. Technical support service categories 1, 2, 3, and 5 (all categories except Audio/Visual Support);  
and
3. Technical support categories 4 and 5 (Audio/Visual Support and Professionalism).

Respondent shall provide the Town with a proposal for its service fee based on a fixed annual management fee to provide the services to the Town requested under this Request for Proposals. Price proposal shall clearly define services included in the annual fee, and hourly rates for services not included in the annual service fee.

If Respondent proposes to provide service for all 5 service categories, the service fee for Audio/Visual Support shall be noted separately.

Costs for additional personnel who may be requested from time to time by the Town, shall be billed separately at the actual cost to the Respondent as pre-approved by the Town. No additional personnel will be added prior to approval by the Town.

Payment will be made by the Town on a monthly basis in an amount equal to 1/12 of the annual amount.

### **6.4 Subcontracting**

If Respondent intends to subcontract any part of the work under this contract, indicate which parts and the subcontractors to be used. For each subcontract, detail the subcontractor's capability, skill, and assigned responsibilities. Describe how the subcontractor work assignments and personnel will be managed.

## **7. ADDITIONAL INSTRUCTIONS**

### **7.1 Conditions of Work**

Each Consultant shall inform itself fully of the conditions relating to the project and the employment of labor therein. Failure to do so will not relieve a Consultant of the obligation to furnish all materials and labor necessary to carry out the provisions of their agreement.

#### **7.2 Subcontractors**

The use of subcontractors and the work they are to perform must receive prior written approval of the Town. Consultant shall be solely responsible for all work performed and materials provided by subcontractors. Consultant shall be responsible for the liability of subcontractors for the types and limits required of the Consultant.

#### **7.3 Criminal Background Investigations**

The Consultant shall provide the Town with criminal background check information for each employee and any and all subcontractors hired by the Consultant to provide services for the management and operations of the technical support services program.

#### **7.4 Public Information**

Respondents are advised that all information submitted in the proposal shall be considered public information upon award of one or more contracts under this RFP.

#### **7.5 Public Entities Crime Form**

Respondents shall complete and submit with their proposal the sworn statement required by Section 287.133, Florida Statutes, Public Entity Crimes, attached as Exhibit I of the Professional Services Agreement.

#### **7.6 Affidavit Certification Immigration Laws**

Respondents shall complete and submit with their proposal the Affidavit Certification Immigration Laws, attached as Exhibit J of the Professional Services Agreement.

#### **7.7. Professional Services Agreement**

The Town of Fort Myers Beach standard Professional Services Agreement is attached to this RFP for reference and shall not be filled out or completed. Respondent shall acknowledge receipt of the Professional Services Agreement as part of its RFP submission, and acknowledge the Professional Service Agreement shall be executed by all parties in its current form.

#### **7.8. Commercial Warranty**

The Respondent agrees that the products and services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Respondent gives any customer for such.

#### **7.9. Alternatives/Exceptions**

In offering its best proposal, Respondent may note exceptions to any of the provisions in this RFP. Respondent is to specify the RFP page number and section number and to detail the exception. Respondent should not incorporate by reference its entire, standard contract document. Respondent may present alternative methods to meet the Town's objectives for this contract. However, Respondent is encouraged to first respond to the objectives detailed in the Services Required herein.

#### **7.10. Presentation**

The Town may elect, but is not obligated, to offer to one or more Respondents the opportunity to present their proposal to the Town. Presentations, if any, will be in a form and manner prescribed by the Town.

#### **7.11. Negotiations**

Negotiations shall then be conducted with one or more of the Respondents so selected. After negotiations have been conducted with such Respondent(s) so selected, the Town shall select the Respondent(s) which, in its sole judgment and opinion, made the best proposal, and shall award one or more contract(s)

to the selected Respondent(s).

#### **7.12. Town Discretion in Award; Costs of Proposal Preparation; Section Headings**

The Town shall have the ability to decide not to award any contract under this Request for Proposal, or to award only a portion of the work provided under this Request for Proposal, in its sole discretion. All Respondents shall have sole responsibility for any cost(s) they incur related to this Request for Proposal and the Town shall bear no responsibility therefore. The Section headings are meant for the convenience of the Town only.

### **8. EVALUATION CRITERIA**

Selection shall be made based on the Respondent deemed to be fully qualified and best suited among those submitting proposals on the basis of the factors listed below:

1. Technical Knowledge and competence (45%) as measured by:
  - a. Demonstrated understanding of the Town's needs, viability and fit of proposed approach, and the ability to satisfy technical requirements;
  - b. Server product familiarity, support experiences and management practices;
  - c. Desktop product familiarity, support experiences and management practices;
  - d. Network product familiarity, support experiences and management practices;
  - e. Security product familiarity, support experiences and management practices;
  - f. Audio/visual product familiarity, support experiences and management practices;
  - g. Acceptability of proposed data product familiarity, support experiences and management practices; and
  - h. Miscellaneous - technology planning, security implementation and ability to leverage professional relationships.
2. Service orientation and professionalism (35%) as measured by:
  - a. Viability and fit of proposed service oriented approach and professionalism;
  - b. Number of customers for like services;
  - c. Number of workstations under contract;
  - d. Conclusions by Town of background checks of all field employees;
  - e. Conclusions by Town of customer reference checks;
  - f. Conclusions by Town of customer Internet searches;
  - g. Conclusions by Town of Respondent's financial stability;
  - h. Conclusions by Town of Respondent's customer satisfaction survey data if the Respondent is selected for an on-site interview and requested to produce the data for inspection;
  - i. Proximity of the Respondent's service office to the Town; and
  - j. Acceptability by the Town of the Respondent's agreement to stated response times.
3. Price (20%) as measured by:
  - a. Annual fee for the specified services (time and materials);
  - b. Hourly rate for off-hours support (time and materials);
  - c. Annual fee or hourly rate for planning and emergency management meetings;
  - d. Annual fee or hourly rate for any other services proposed by the Respondent;
  - e. Acceptability by Town of most recent audited financial statement; and
  - f. Perceived value to the Town of a Respondent's corporate business relationship that may enhance the range or level of the Respondent's proposed services.

## PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Town of Fort Myers Beach, Florida, a chartered municipality of the State of Florida, whose address is 2523 Estero Boulevard, Fort Myers Beach, Florida 33931 ("Town"), and \_\_\_\_\_ ("Consultant"), whose address is \_\_\_\_\_.

WHEREAS, the Town desires the Consultant to provide and perform professional services as further described hereinafter concerning Technical Support for the Town of Fort Myers Beach, #RFP-10-01-AD (the "Project"); and

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree as follows:

### **3.1 ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES**

1.01 SCOPE OF SERVICES. Consultant hereby agrees to provide and perform the services required and necessary to complete the work set forth on EXHIBIT "A", entitled "Scope of Professional Services", which is attached hereto and hereby incorporated by reference, and as set forth in the Request for Proposal documents associated with Technical Support Services for Town of Fort Myers Beach, #RFP-10-01-AD.

1.02 ADDITIONAL SERVICES. Should the Town request the Consultant to provide and perform professional services for this Project which are not set forth in EXHIBIT "A", the Consultant agrees to provide and perform such Additional Services as may be agreed to in a Supplemental Task Authorization to this Agreement.

1.03 SUPPLEMENTAL TASK AUTHORIZATION. All authorized changes to the scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion; and/or the guidelines, criteria and requirements pertaining thereto, shall be (i) reduced to writing on the Town's standard form Supplemental Task Authorization and (ii) signed by both parties, to be effective.

Notwithstanding anything to the contrary herein, the Town shall have the unilateral right to delete all, or portions, of the Scope of Professional Services, set forth on EXHIBIT "A" and/or any Supplemental Task Authorization executed hereunder, by the unilateral issuance of a written Supplemental Task Authorization to the Consultant, which shall be effective with or without Consultant's execution thereof. To the extent that the Town reduces the Scope of Professional Services, the compensation attendant thereupon will be reduced accordingly.

### **3.2 ARTICLE 2.00 - OBLIGATIONS OF THE CONSULTANT**

The obligations of the Consultant shall include, but not be limited to, the following:

2.01. LICENSES AND CERTIFICATIONS: Consultant certifies that it possesses valid, current licenses to do business, including, but not limited to, licenses and certifications required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement. Consultant agrees to maintain such licenses and certifications throughout the period that this Agreement is in effect.

2.02 QUALIFIED, WILLING AND ABLE. Consultant certifies it is qualified, willing and able to provide and perform all services hereunder, in accordance with the requirements hereof.

#### 2.03 PERSONNEL

(1) QUALIFIED PERSONNEL: The Consultant shall employ and/or retain only qualified personnel for all services it provides hereunder. Such personnel shall have all license(s), certificate(s) and other legal qualifications

to provide such services.

(2) CONSULTANT'S PROJECT DIRECTOR: The Consultant agrees to employ and designate, in writing to Town, a qualified and properly licensed professional as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement and all addenda hereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising hereunder unless the parties have previously agreed otherwise in writing. The Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance by the Town.

(3) REMOVAL OF PERSONNEL: Within ten (10) days of receipt of the Town's written request, the Consultant shall remove and replace its Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub-consultant(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to this Agreement, and any Addenda hereto. The Town shall have the ability to make such request with or without cause.

(4) SUB-CONSULTANT: The Consultant shall have the ability to engage the professional services of a Sub-consultant or Sub-consultants to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Sub-consultant. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.

2.04 TIMELY ACCOMPLISHMENT OF SERVICES: The timely performance and completion of the required services, work and materials is vitally important to the interests of the Town and time is of the essence for all of the duties and obligations contained in this Agreement. The Town may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all services will be provided, performed and completed in a timely and diligent manner throughout.

2.05 STANDARDS OF PROFESSIONAL SERVICE: The work and/or services to be provided and/or performed by the Consultant (and by any Sub-consultant(s) and/or Sub-contractor(s) engaged by the Consultant) as set forth in the Scope of Professional Services, EXHIBIT "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the Town approves this Agreement, or which may subsequently be changed or revised or added.

#### 2.06 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) RESPONSIBILITY TO CORRECT: The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any Sub-consultant(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any Sub-consultant(s) engaged by the Consultant.

(2) TOWN'S APPROVAL NOT RELIEVING CONSULTANT OF RESPONSIBILITY: Neither review, approval, nor acceptance by the Town of data, studies, surveys, designs, specifications, calculations, estimates, plans,

drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and/or incidental professional services, work and materials furnished hereunder by the Consultant or any Sub-consultant(s) engaged by the Consultant, shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services, work and materials and the services, work and materials of any and all Sub-consultants engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the Town's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the Town's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

2.07 LIABILITY/HOLD HARMLESS. The Consultant shall be liable and agrees to be liable for and shall indemnify and hold the Town harmless for any and all claims, suits, judgments or damages, losses and expenses including but not limited to court costs and attorney's fees (including but not limited to appellate attorney fees) arising out of, or resulting from, the Consultant's errors, omissions, and/or negligence, and/or willful and/or deliberate acts or failure to act, or those of any and all Sub-consultants engaged by the Consultant during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Supplemental Task Authorizations hereto. The Consultant shall not be liable to nor indemnify the Town for any portions of damages arising solely from any error, omission, and/or negligence of the Town, its employees, agents, or representatives. The Consultant hereby acknowledges that the compensation to be paid it by the Town hereunder includes compensation as consideration for the indemnification provided herein.

2.08 NOT TO DIVULGE CERTAIN INFORMATION: Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without Town's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub-consultant(s) hereunder, subject to the requirements of the Florida Public Records Law. Consultant shall require all of its employees and Sub-consultant(s) to comply with these provisions.

2.09 CONSULTANT TO REPAIR PROPERTY DAMAGE IT HAS CAUSED: Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the Town, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its Sub-consultants. Should the Consultant fail to make such repairs and/or replacements within a reasonable time, the Town reserves the right to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the Town for all such costs and expenses, including but not limited to the Town's administrative time and/or legal costs.

2.10 PERMITS: The Consultant shall be responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the Project. Any fees required for such reviews, approvals or permits will be paid by the Town to the respective governmental body, upon the Consultant furnishing the Town satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The Town shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

2.11 TRUTH-IN-NEGOTIATIONS CERTIFICATE: The Consultant shall execute a Truth-in-Negotiations Certificate ("Certificate"), in a form attached as EXHIBIT "F" and hereby incorporated by reference. The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs.

2.12 COMPLETION OF TASKS: Unless otherwise set forth herein, the Consultant shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in EXHIBIT "A" entitled "Scope of Professional Services" and Supplemental Task Authorizations, if any, hereto. The compensation to be paid the Consultant as set forth in EXHIBIT "B" entitled "Compensation and Method of Payment" and Supplemental Task Authorizations authorized hereunder shall be understood and agreed to adequately and completely compensate the Consultant for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in EXHIBIT "A" and Supplemental Task Authorizations, if any, thereto.

2.13 DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT: The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder to the Town shall be in addition to, and not a limitation of, any which are otherwise imposed or available by law, regulation, ordinance or statute.

2.14 REPRESENTATION OF THE TOWN BY CONSULTANT: Other than as specified in the Scope of Professional Services which is attached to this Agreement as EXHIBIT "A" or in any duly executed addendum to this Agreement, the Consultant is not authorized to act on the Town's behalf, and shall not act on the Town's behalf. The Town will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

### **3.3 ARTICLE 3.00 - OBLIGATIONS OF THE TOWN**

3.01 TOWN PROJECT MANAGER: The Town shall promptly provide written notice to Consultant as to the Town's PROJECT MANAGER, who, on behalf of the Town, shall provide information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and any addenda hereto. The PROJECT MANAGER is not authorized to, and shall not, issue any verbal, or written, request or instruction to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) Scope of Professional Services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; and (3) the amount of compensation the Town is obligated or committed to pay the Consultant.

#### **3.02 AVAILABILITY OF TOWN INFORMATION**

(1) PROJECT GUIDELINES AND CRITERIA: Guidelines to the Consultant regarding requirements the Town has established or suggests relative to the Project, including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria, are set forth in EXHIBIT "E", entitled "PROJECT GUIDELINES AND CRITERIA", which is attached hereto and hereby incorporated by reference.

(2) TOWN TO PROVIDE PERTINENT REFERENCE MATERIAL: At the Consultant's request, the Town agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the Town to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the Town such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

### **3.4 ARTICLE 4.00 - COMPENSATION AND METHOD OF PAYMENT**

4.01 BASIC SERVICES: The Town shall pay the Consultant for all requested and authorized Basic Services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms hereof and accepted by the Town. Such payment shall be as set forth in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which is attached hereto and hereby incorporated by reference.

4.02 ADDITIONAL SERVICES: The Town shall pay the Consultant for all such Additional Services as have been requested and authorized by the Town and agreed to, in writing, by both parties hereto, which have been rendered as Additional Services by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the Town. Such payment shall be made as set forth under "ADDITIONAL SERVICES" in EXHIBIT "B".

#### 4.03 LUMP SUM AND NOT-TO-EXCEED PAYMENTS

(1) LUMP SUM FEE(S): When the Consultant's compensation hereunder (including any Addenda) is established on a Lump Sum Fee ("L.S.") basis, it shall include all direct and indirect labor costs, personnel-related costs, overhead and administrative costs, costs of Sub-consultant(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant, as may be required and/or necessary to complete each and every task set forth in this Agreement and/or any Addenda hereto.

(2) NOT-TO-EXCEED FEE(S): When the Consultant's compensation hereunder (including any Addenda) is established on a NOT-TO-EXCEED ("N.T.E.") amount basis, it shall mean:

- For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Attachment No. 1 to EXHIBIT "B" to this Agreement; and
- For actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable "Basis of Charges" for each item as set forth in Attachment No. 2 to EXHIBIT "B" to this Agreement and any Supplemental Task Authorizations and
- For actual, necessary and required hours, and non-personnel expenses and costs, expended by Sub-consultants engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the Town and the Consultant and as are set forth as a part of this Agreement and any Supplemental Task Authorizations thereto; and
- Any payment hereunder is subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the Town covering all such costs and expenses; and
- The Consultant's invoices and all payments to be made for all N.T.E. amounts shall be subject to the review, acceptance and approval of the Town; and
- When the Consultant's compensation is established on a N.T.E. basis for a specific Task(s), the total amount of compensation to be paid to the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub-consultant costs for any such specific Task(s) shall not exceed the amount of the total N.T.E. compensation established and agreed to for each specific Task(s).
- If the amount of compensation for any Task(s) which the Consultant is entitled on the N.T.E. basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the N.T.E. amount established for the specific Task, any unexpended amount under a specific Task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other Task(s).

#### 4.04 METHOD OF PAYMENT

(1) MONTHLY STATEMENTS: The Consultant shall submit not more than one invoice statement to the Town each calendar month, covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or Supplemental Task Authorization(s) hereunder. The Consultant's invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement, or in Supplemental Task Authorization(s) hereunder.

(2) PAYMENT FOR SERVICES PERFORMED: The Town shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:

(A) The Town shall pay the Consultant on the basis of services completed, for tasks set forth in EXHIBITS "A" and "B", as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the Town. No payments shall be made for Consultant's Work-in-Progress until

service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the Town. Whenever an invoice statement covers services for which no work product is required to be furnished by the Consultant to the Town, the Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(B) The Town shall pay the Consultant for services performed for tasks set forth in EXHIBITS "A" and "B" on the basis of an invoice statement covering Consultant's Work-in-Progress, expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such Work-in-Progress percentages (WIPP) are subject to the review and approval of the Town. The decision of the Town shall be final as to the Work-in-Progress percentages paid. Payment by the Town for tasks on a Work-in-Progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the Town of any such service or Work-in-Progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous Work-in-Progress payments have been made. All tasks to be paid for on a Work-in-Progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in EXHIBIT "B" with the notation (WIPP). Only tasks so identified will be paid on a Work-in-Progress percentage basis. The Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(3) PAYMENT SCHEDULE: The Town shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Town object to the amount or content of any Consultant's invoice statement, the Town shall notify the Consultant of such objection within the thirty (30) calendar day payment period set forth in this subparagraph. If such objection remains unresolved at the end of said thirty (30) calendar day period, the Town shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

4.05 PAYMENT IF SERVICES ARE TERMINATED AT CONVENIENCE OF THE TOWN:

If this Agreement is terminated at the convenience of the Town and not at the fault of the Consultant, the Town shall compensate the Consultant only for services performed prior to the effective date of termination and reimbursable expenses then due including project drawings, plans, data, and other project documents.

4.06 PAYMENT WHEN SERVICES ARE SUSPENDED: If the Town suspends the Consultant's services and work on all or part of the services required to be provided and performed by the Consultant pursuant to this Agreement, the Town shall compensate the Consultant only for the services performed prior to the effective date of suspension and reimbursable expenses then due.

4.07 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE: If the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased by the Town and/or are modified by the subsequent issuance of Supplemental Task Authorization(s), other than receiving the compensation set forth in Sub-Articles 4.05 and 4.06, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, mobilization costs, general and administrative overhead expenses or for any other anticipated or unanticipated income or expense which may be associated with the services terminated, suspended, eliminated, cancelled or decreased.

**3.5 ARTICLE 5.00 - TIME AND SCHEDULE OF PERFORMANCE**

5.01 NOTICE TO PROCEED: Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the Town shall issue the Consultant a written Notice to Proceed. Following the issuance of such Notice to Proceed, the Consultant shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to

completion. A separate Notice to Proceed shall be issued for each Project requested by the Town hereunder.

**5.02 TIME OF PERFORMANCE:** The Consultant agrees to complete the services required pursuant to this Agreement as set forth in EXHIBIT "C", entitled "Schedule of Performance", which is attached hereto and hereby incorporated by reference.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its Sub-consultant(s), and not due to their fault or neglect, the Consultant shall notify the Town, in writing, within two (2) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the Town shall grant the extension if the Town determines the delay(s) encountered by the Consultant, or its Sub-consultant(s), is due to unforeseen causes and not attributable to their fault or neglect, in the Town's sole judgment.

**5.03 CONSULTANT WORK SCHEDULE:** The Consultant shall be required as a condition of this Agreement to prepare and submit to the Town, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a Consultant's Work Schedule for each project. The Work Schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work requiring completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's Work Schedule of planned and actual work progress shall be updated and submitted by the Consultant to the Town on a monthly basis or as otherwise required by the Town in writing.

**5.04 FAILURE TO PERFORM IN A TIMELY MANNER:** Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required hereunder in a timely and diligent manner, the Town may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the Town at its option, may, upon written notice to the Consultant, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any Supplemental Task Authorization(s) hereto. The termination rights specified in this sub-paragraph are in addition to any termination rights set forth elsewhere herein.

### **3.6 ARTICLE 6.00 - SECURING AGREEMENT**

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

### **3.7 ARTICLE 7.00 - CONFLICT OF INTEREST**

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance at any time hereunder.

If Consultant, for itself and on behalf of its Sub-consultants, is to represent another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such Sub-consultant under this Agreement, then it will promptly bring such potential conflict of interest to the Town's attention, in writing prior to engaging in such other work. The Town will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the Town to determine if such a conflict of interest exists. If the Town

determines that there is a conflict of interest, Consultant or such Sub-consultant shall decline the representation upon written notice by the Town.

If the Town determines that there is not such conflict of interest, then the Town shall give its written consent to such representation. If the Consultant or Sub-consultant accepts such a representation without obtaining the Town's prior written consent, and if the Town subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such Sub-consultant under this Agreement, then the Consultant or such Sub-consultant agrees to promptly terminate such representation and shall be solely responsible for the consequences, if any, of such termination. Consultant shall require each of such Sub-consultants to comply with the provisions of this Section. Should the Consultant fail to advise or notify the Town as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the Town may consider such failure as justifiable cause to terminate this Agreement.

Consultant shall place the public's welfare above all other interests and recognize that the chief function of government is to serve the best interest of all the people; demonstrate integrity, honesty, and fairness in all transactions and constantly strive for excellence in all matters of ethical conduct; recognize the continuing need for developing improved safety; maintain professional competence in all areas of employment responsibility and encourage the same for all associates at all levels; follow all Town and statutory ethical laws, procedures, and standards, including disclosure of conflicts of interest; and accept no personal favors for public service rendered and conscientiously avoid all circumstances that could compromise professional integrity.

### **3.8 ARTICLE 8.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS**

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor consultant, or consulting organization. The Consultant shall not sub-consult any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement, without prior written approval of the Town. The Consultant shall have the right, subject to the Town's prior written approval, to employ other persons and/or firms to serve as Sub-consultants to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The Town shall have the right and be entitled to withhold such approval.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the Sub-consultant(s) set forth in EXHIBIT "D", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS."

### **3.9 ARTICLE 9.00 - APPLICABLE LAW**

Unless otherwise specified, this Agreement shall be governed by the applicable ordinances, laws, rules, and regulations of the Town of Fort Myers Beach, Lee County, Florida, and the State of Florida. It shall be governed by the laws, rules, and regulations of the United States when the Consultant is providing services funded by the United States government to the extent of such regulation.

### **3.10 ARTICLE 10.00 - LITIGATION**

The venue for any litigation arising from this Agreement shall be Lee County, Florida.

The prevailing party in any litigation arising out of this Agreement is entitled to recover reasonable attorneys fees from the non-prevailing party.

### **3.11 ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION**

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to Town hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with state laws in the hiring of sub-consultants.

### **3.12 ARTICLE 12.00 - WAIVER OF BREACH**

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

### **3.13 ARTICLE 13.00 - OWNERSHIP OF DOCUMENTS**

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the Town of written Supplemental Task Authorization(s) deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the Town, shall be delivered by the Consultant to the Town within seven (7) calendar days of the Town making such a request. If the Town gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the Town of a written Supplemental Task Authorization deleting all or part of the services or work required, the Consultant shall deliver to the Town the requested documents as set forth hereinabove, with the mutual understanding and commitment by the Town that compensation earned or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the Notice of Termination or Supplemental Task Authorization.

The Consultant, at its expense, may make and retain copies of all documents delivered to the Town for reference and internal use. The Consultant shall not, and agrees not to use any of these documents, and data and information contained therein on any other project or for any other client without the prior express written permission of the Town.

Any use by the Town of said documents, and data and information contained therein, obtained by the Town hereunder for any purpose not within the scope of this Agreement shall be at the risk of the Town, and without liability to the Consultant.

### **3.14 ARTICLE 14.00 - MAINTENANCE OF RECORDS**

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed hereunder. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The Town and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during this Agreement, and during the period of five (5) years thereafter. Such activity shall be conducted only during normal business hours and at the expense of the Town. To the extent permitted by law, the Town shall retain all such records as confidential.

### **3.15 ARTICLE 15.00 - TERMINATION**

This Agreement may be terminated by the Town without cause and/or at its convenience, or due to the fault of the Consultant, by the Town giving thirty (30) days' written notice to the Consultant. If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the Town's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the Town may, without prejudice to any other right or remedy, and after giving the Consultant a thirty (30) calendar day written notice, terminate this Agreement.

In addition to the Town's contractual right to terminate this Agreement in its entirety as set forth above, the Town may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services as set forth in EXHIBIT "A", or the Project Guidelines and Criteria as set forth in EXHIBIT "E", or as such may be established or modified by a Supplemental Task Authorization. The Town shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the Town dated not less than sixty (60) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the Town reserves the right to accept or not accept the termination request submitted by the Consultant, and no such termination request submitted by the Consultant shall become effective unless and until Consultant is notified, in writing, by the Town of its acceptance.

Upon termination, the Consultant shall deliver to the Town all papers, drawings, models, software, hardware, and other material in which the Town has exclusive rights by virtue hereof or of any business done, or services or work performed or provided by the Consultant on behalf of the Town.

### **3.16 ARTICLE 16.00 - MODIFICATION AND AMENDMENTS**

Modifications and amendments to the covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s), executed by both parties. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s), the latest executed Supplemental Task Authorization(s) shall take precedence.

In the event the Town issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the Town's internal control purposes only, and any terms, provisions and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

### **3.17 ARTICLE 17.00 – HEADINGS**

The Headings of the Articles, Sections, Exhibits, Attachments, Phases or Tasks herein are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits, Attachments, Phases or Tasks.

### **3.18 ARTICLE 18.00 - ENTIRE AGREEMENT**

This Agreement, including referenced Exhibits and Attachments hereto and the Request for Proposal dated \_\_\_\_\_, 20\_\_\_\_, constitute the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and

any such prior agreements or understandings shall have no force or effect on this Agreement. The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services", dated \_\_\_\_\_, 20\_\_.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated \_\_\_\_\_, 20\_\_.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance", dated \_\_\_\_\_, 20\_\_.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) ", dated \_\_\_\_\_, 20\_\_.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated \_\_\_\_\_, 20\_\_.
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated \_\_\_\_\_, 20\_\_.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)
- (8) EXHIBIT "H" entitled "Amendment to Articles", dated \_\_\_\_\_, 20\_\_.
- (9) EXHIBIT "I" entitled "Public Entity Crime Affidavit", dated \_\_\_\_\_, 20\_\_.
- (10) EXHIBIT "J" entitled "Affidavit Certification Immigration Laws", dated \_\_\_\_\_, 20\_\_.
- (11) EXHIBIT "K" entitled "Affidavit of Confidentiality", dated \_\_\_\_\_, 20\_\_.

**3.19 ARTICLE 19.00 - NOTICES AND ADDRESS OF RECORD**

**18.01 NOTICES BY CONSULTANT TO TOWN**

All notices hereunder from the Consultant to the Town shall be in writing and shall be given by US first class mail service, postage prepaid, addressed to: Town of Fort Myers Beach, 2523 Estero Boulevard, Fort Myers Beach, Florida 33931.

**18.02 NOTICES BY TOWN TO CONSULTANT**

All notices hereunder from the Town to the Consultant shall be in writing and shall be given by U.S. first class mail service, postage prepaid, addressed to:

\_\_\_\_\_  
(Consultant's Business Name)

\_\_\_\_\_  
(Street/ P.O. Box)

\_\_\_\_\_  
(City) (State) (Zip Code)

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

ATTENTION: \_\_\_\_\_  
Project Director

**18.03 CHANGE OF ADDRESS OF RECORD**

Request for Proposals – #RFP-10-01-AD  
Technical Support Services for Town of Fort Myers Beach

Either party may change its address of record by written notice to the other party given in accordance with the requirements of this Article.

**3.20 ARTICLE 20.00 - ACCEPTANCE**

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

TOWN OF FORT MYERS BEACH

ATTEST:

By: \_\_\_\_\_  
Larry Kiker, Mayor

By: \_\_\_\_\_  
Michelle Mayher, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: \_\_\_\_\_  
James T. Humphrey, Town Attorney

PROVIDER: \_\_\_\_\_  
Printed name of organization

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name of person signing

\_\_\_\_\_  
Title (printed)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed name of Witness

## EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES

[Project Name]  
#RFP-[Number]

### BASIC SERVICES

#### Section 1. GENERAL SCOPE STATEMENT

The Consultant shall provide and perform the following professional services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this PROFESSIONAL SERVICES AGREEMENT:

(Brief description or listing of the full range of services or tasks that may be required to complete this Project, all of which may not necessarily be authorized at the time this original Agreement is executed.)

#### Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the Consultant shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

(Each task or sub-task should be given a title and a numerical identification number, and shall be described in detail sufficient to establish a clear and complete understanding between both parties to the Agreement as to what services or work the Town expects the Consultant to provide or perform, and shall be the basis of establishing the amount of compensation to be paid the Consultant).

**EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT**

[Project Name]  
 #RFP-[Number]

Date: \_\_\_\_\_, 20\_\_

**Section 1. BASIC SERVICES/TASK(S)**

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in EXHIBIT "A". In accordance with Agreement Article 4.04(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	(Insert description of core services and special projects)			
TOTAL				

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated \_\_\_\_\_, 20\_\_\_\_, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated \_\_\_\_\_, 20\_\_\_\_, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

**ATTACHMENT NO. 1 TO EXHIBIT B**

**[Project Name]**  
**#RFP-[Number]**

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE \*\*\*

Date: \_\_\_\_\_, 20\_\_

Consultant or Sub-consultant Name (A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)

\*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

\*\*NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

\*\*\*NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in EXHIBIT "D".





**EXHIBIT D - CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)**

[Project Name]  
#RFP-[Number]

Date: \_\_\_\_\_, 20\_\_

CONSULTANT has identified the following Sub-Consultant(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:  
(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No

**EXHIBIT E - PROJECT GUIDELINES AND CRITERIA**

**[Project Name]**  
**#RFP-[Number]**

Date: \_\_\_\_\_, 20\_\_

The Town has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the Consultant in performing the professional services and work to be provided pursuant to this Agreement:

Item No. 1

Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division, or government entity.

Item No. 2

Any governmental entity may utilize the provisions of this contract for their specific needs.

Item No. 3

Work may be assigned at anytime during the contract duration.

Item No. 4

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Item No. 5

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract.

Item No. 6

This Contract Document does not entitle any firm to exclusive rights to Town contracts. The Town reserves the right to perform any and all required work in house, through another firm, and/or by any means it so desires. The Consultant may be requested to complete portions of certain tasks in coordination with the Town and/or other Consultants under contract with the Town.

Item No. 7

In reference to Attachment No. 2 to EXHIBIT "B" of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, hours spent traveling to and from work or the job site(s), are not compensational.

The Consultant's services may be retained for any of the tasks separately or all of the tasks collectively. The Town and the Consultant will mutually establish the specific scope of work, which will serve as the basis for the Supplemental Task Authorization (STA) and will be based on the specifics and parameters relating to the issue or concern under study.

Item No. 8

Town shall have the right to use the documents on any Town project without the Consultant's authorization. All documents created, prepared and presented under this Agreement may be used by the Town in connection with any public offering, borrowing or other financing arrangements. The Consultant shall have the right to retain copies of all such materials.

**EXHIBIT F - TRUTH IN NEGOTIATION CERTIFICATE**

**[Project Name]**  
**#RFP-[Number]**

Date: \_\_\_\_\_, 20\_\_

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Town of Fort Myers Beach for the project known as:

TECHNICAL SUPPORT SERVICES FOR THE TOWN O FORT MYERS BEACH  
#RFP-10-01-AD

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 2.11 of this Agreement.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the Town and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as the CONSULTANT, doing business as:

\_\_\_\_\_  
\_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ who has produced \_\_\_\_\_ as identification  
(Print or Type Name) (Type of Identification)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

**EXHIBIT G - INSURANCE  
FOR THE PROJECT KNOWN AS:**

**[Project Name]  
#RFP-[Number]**

Date: \_\_\_\_\_, 20\_\_

Section One. Insurance Coverages To Be Obtained

(1) The Consultant shall obtain and maintain such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations are performed by the Consultant, its employees, or by any Sub-consultant(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Consultant, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-consultants and/or Sub-Contractors obtain, have, and maintain the insurance coverages required by law to be provided.

(4) The Consultant shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.

(5) In the event that the Consultant engages Sub-consultants or Sub-Contractors to assist the Consultant in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the Consultant shall cover all of the services or work to be provided or performed by all of the Sub-consultants engaged by the Consultant. However, in the event the services or work of Sub-consultants or Sub-Contractors engaged by the Consultant is not covered by the Consultant's insurance policy or policies, it shall be the responsibility of the Consultant to ensure that all Sub-consultants or Sub-Contractors have fully complied with the Town insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability as required and set forth in this Exhibit.

The services or work to be provided or performed by the following Sub-consultant(s) or Sub-Contractor(s) identified elsewhere in this agreement are exempted and excluded from the Professional Liability insurance coverage requirements set forth in this Agreement:

Service and/or work to be Provided and/or Performed	Indicate Name of Individual or Firm

(If none, enter the word "none" in the space above.)

(6) The insurance coverage to be obtained by the Consultant or by Sub-consultants or Sub-Contractors

engaged by the Consultant, as set forth in this Article for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in this Agreement and all subsequent Supplemental Task Authorization(s). In the event the Town shall execute and issue written Supplemental Task Authorization(s) authorizing the Consultant to provide or perform services or work in addition to those set forth in this Agreement, it is agreed that the Town has the right to change the amount of insurance coverages required to cover the additional services or work. If the additional insurance coverages established exceed the amount of insurance coverage carried by the Consultant, the compensation established for the Supplemental Task Authorization(s) shall include consideration of any increased premium cost incurred by the Consultant to obtain same.

Section Two. Consultant Required to File Insurance Certificate(s)

(1) The Consultant shall submit to the Town's FINANCE DEPARTMENT all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval by the FINANCE DIRECTOR, the Town will execute this Agreement and issue a written Notice to Proceed. The Consultant may then commence with any service or work pursuant to the requirements of this Agreement. All such Insurance Certificates shall be attached to this Agreement at the end of this EXHIBIT "G" and are hereby incorporated by reference thereto.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the Town and licensed in the State of Florida.

(3) Each Certificate of Insurance submitted to the Town shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.

(4) Each Certificate of Insurance shall be addressed to the TOWN OF FORT MYERS BEACH, ATTN: TOWN MANAGER, at the address listed at the beginning of this Agreement.

(5) Each Certificate of Insurance shall specifically include all of the following:

(A) The name and type of policy and coverages provided; and

(B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and

(C) The date of expiration of coverage; and

(D) The designation of the TOWN OF FORT MYERS BEACH both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

(E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be excepted for Professional Liability Insurance).

In the event the Consultant has, or expects to enter into an agreement for professional services with the Town in addition to those provided for in this Agreement, the Consultant may elect, in the alternative, to submit a certificate of insurance containing the following statement:

"This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for the Town of Fort Myers Beach, pursuant to one or more written Professional Services Agreements, or written Supplemental Task Authorizations thereto, and the limit(s) of liability shown shall not be intended or construed as applying to only one project."

Upon receipt and approval of such a certificate of insurance, the Town will administer the insurance required for all such agreements utilizing the single "multi-project" certificate of insurance and a separate certificate of insurance will not be required for each separate agreement.

(F) The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named."

(G) A statement indicating any services or work included in or required under this Agreement that is specifically excluded or exempted from coverage under the provisions, terms, conditions or endorsements of the Consultant's insurance policy(s). A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the Town will proceed with the understanding, stipulation and condition that there are no deductible amount(s), or exclusions or exemptions to the insurance coverage(s) provided.

(6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.

(7) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the Consultant shall furnish to the Town renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the Consultant to provide the Town with such renewal certificate(s) shall be considered justification for the Town to terminate this Agreement.

(8) If any of the insurance coverage(s) required by this Agreement shall reach the date of expiration indicated on the approved Certificate(s) of Insurance without the Town having received satisfactory evidence of renewal or replacement, the Consultant shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the Consultant's services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Consultant shall not be entitled to any additional compensation or time to provide and perform the required services or work and the Town shall not be required to make payment on any invoices submitted by the Consultant. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the Town.

### Section Three. Insurance Coverages Required

The Consultant shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$500,000 for each accident, whichever limit is greater.

(B) Notice of Cancellation and/or Restriction - the policy must be endorsed to provide the Town with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(C) Such additional requirements as are set forth in the Agreement above.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of \$1,000,000 per person and \$1,000,000 per accident for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

(B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

(C) Such additional requirements as are set forth in the Agreement above.

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

(A) A minimum aggregate limit of \$1,000,000.00.

(B) Such additional requirements as are set forth in the Agreement above.

(C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the Town shall hold the Consultant responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the Consultant shall be required to provide written documentation that is acceptable to the Town establishing that the Consultant has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

**EXHIBIT H - AMENDMENT TO ARTICLES  
FOR THE PROJECT ENTITLED:  
[Project Name]  
#RFP-[Number]**

Date: \_\_\_\_\_, 20\_\_

For amending (i.e., changing, deleting from or adding to) the articles.

(NOTE: Each Article to be amended should be set forth below and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No. \_\_\_ is hereby amended as follows:

**EXHIBIT I - PUBLIC ENTITY CRIME AFFIDAVIT**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER  
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of public entity)
- by \_\_\_\_\_  
(print individual's name and title)
- for \_\_\_\_\_  
(print name of entity submitting sworn statement)
- whose business address is \_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a “public entity crime” as defined in Paragraph 287.233(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, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.233 (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 a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” 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
5. 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 a 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 public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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.

\_\_\_\_\_ 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 it was not in the public interest to place the entity submitting this 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 PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH 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)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

My Commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped

commissioned name of notary public)

(Rev. 3/20/07)

**EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

Date: \_\_\_\_\_, 20\_\_

TOWN OF FORT MYERS BEACH WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

TOWN OF FORT MYERS BEACH SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROVIDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: \_\_\_\_\_

\_\_\_\_\_  
(Signature) (Title) (Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who has produced  
(Print or Type Name)

\_\_\_\_\_ as identification.  
(Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

**The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

**EXHIBIT K – AFFIDAVIT OF CONFIDENTIALITY  
FOR THE PROJECT ENTITLED:**

**[Project Name]  
#RFP-[Number]**

Date: \_\_\_\_\_, 20\_\_

I, the undersigned, \_\_\_\_\_, am an employee of \_\_\_\_\_, the Town's provider of technical support services, and serve as a member of the Technical Support Service team for the Town of Fort Myer Beach.

This is to certify that I have been informed of the Town's policy on disclosure of information, and agree to not use, disclose, or share Town information in any way, except for as directed by the Town Manager or his/her designee. I agree to use my best efforts to prevent and protect information, or any part thereof, from disclosure to any person other than the intended recipient, who is required to receive said information.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Response to the Town of Fort Myers Beach**

**Request for Bids and Proposals: RFP-10-01-AD (with Addendums 1 & 2)**

**For Technical Support Services**

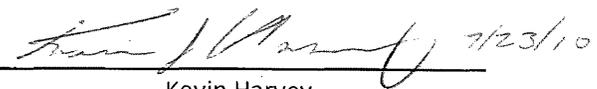
Submitted to:

Contracts Manager  
Town of Fort Myers Beach  
2523 Estero Blvd.  
Fort Myers Beach, FL 33931

Respondent

Softrim Corporation  
9210 Estero Park Commons Blvd., Units 1-6  
Estero, FL 33928  
Phone: (239) 449-4444    Facsimile: (239) 449-4445  
Website: [www.softrim.com](http://www.softrim.com)    Email: [ftmyersbeach@softrim.com](mailto:ftmyersbeach@softrim.com)

  
\_\_\_\_\_  
Gurcharn S. Dang  
President

  
\_\_\_\_\_  
Kevin Harvey  
Vice President

Delivery:

**In person on July 27<sup>th</sup>, 2010**



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1. Executive Summary

This executive summary is a general response to the Section: Technical Support Services for the Town of Fort Myers Beach beginning on Page 5 of the Town's request for proposal RFP-10-01-AD, hereinafter referred to as the RFP. The detailed response as required per Section 6 (Proposal Specifications) beginning on page 9 and Section 7 (Additional Instructions) beginning on page 15 of the RFP follows the executive summary.

The Consultant is a full service information technology firm qualified to do business in Florida. We are a privately held Florida corporation based in Estero with customers primarily in Cape Coral, Fort Myers, Bonita Springs, Naples and Marco Island. Softrim Corporation, hereinafter referred to as the Consultant, was incorporated in June 2000 with offices in Cape Coral. Since then, we have grown to over 35 employees strong with highly qualified and experienced technologists in Computer Networking and Information Systems, Telephony, Audio/Visual/Lighting Systems Integration and Web Development.

The Consultant hereby respectfully submits a full and comprehensive response to RFP-10-01-AD to the Town of Fort Myers Beach, hereinafter known as the Town, to provide onsite and remote technical support services as specified. The Consultant will include options for onsite support for 4, 6, and 8 hours per business day; additional on-call support as required; and remote server monitoring and support.

The Consultant is fully qualified and experienced in the requisite technologies and services to submit a response to all five categories specified in the RFP:

1. Server Management
2. Service Desk Support
3. Network and Telecommunications
4. Audio/Visual Support
5. Professionalism

The Consultant has all the resources required to submit this RFP response with its own full time regular (W2) employees and does not intend to subcontract any part of the work specified herein.

If the Consultant is awarded this contract, the Consultant will agree:

- i. That it will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the Town and any sureties.



- ii. To defend, indemnify and hold the Town harmless from any and all causes of action or claims of damages arising out or under this contract, including but not limited to attorney fees and costs incurred by the Town as a result of Respondent's response, provided that the Consultant and the Town agree to discuss limitations to the types of claims such that the Consultant is protected from nuisance filings and inordinate legal fees out of proportion to the value of this contract.
- iii. That all Town business license, personal property, real estate and other applicable tax requirements shall be met by the Consultant.
- iv. To comply with all applicable Federal and State Drug Free Workplace Acts
- v. To comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in The Town and performing the prescribed service. Ignorance on the part of the Consultant shall not, in any way, relieve the Consultant from responsibility for compliance with said laws and regulations or any of the provisions of these documents.
- vi. Submit proof of insurance as set forth in the RFP.

This proposal will remain in effect for 90 days after July 27th, 2010 as requested in the RFP.

The Consultant will demonstrate in the details to follow that it has several current contractual service engagements of similar size and service as the requirements stated in the RFP for the Town. The Consultant supports high-availability and high-security IT needs for customers such as the Naples Municipal Airport, as well as six assisted and independent living facilities (Aston Gardens), Hodges University and several large real estate developers, medical facilities and law firms. The evaluation criteria in the RFP, Page 17, Section 2b and 2c refers to, respectively, the number of customers for like services and the number of workstations under contract. The Consultant has over 60 active customers with similar or larger installations with more than 1800 workstations.

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## 2. Proposal

2.1 The Consultant hereby submits the response for technical support service categories 1, 2, 3, 4, and 5 (all categories).

2.2 RFP Section 6.1: Technical Knowledge and Competence – IT, Networking and Telecommunications and Audio/Visual Systems and Integration.

RFP: Describe respondent's technical support service experience related to the services required.

2.2.1 Categories 1 and 2. IT Server Management Deliverables:

a. Proactively monitor server performance.

- ✓ The Consultant monitors many networks similar to that of the Town with commercially available and/or proprietary systems, depending on customer needs and preferences. Please see Item e. Monitoring the network, with particular emphasis on server-side and connectivity components is considered mandatory in ensuring network availability, and the Consultant has monitoring systems that automatically alert via email and Smartphone should a critical component, service or task fail in a server.

b. Perform server support.

- ✓ The Consultant supports over 100 networks both with customers requiring supplemental staffing and with customers that have outsourced all their IT needs to the Consultant. The Consultant specializes in server-side support for server-side support for local, wide area, and ASP (centralized data center/server farm) networks. Details of the Consultant's support capabilities follow this Section.

c. Perform security administration for servers and distributed systems, including firewall, anti-virus, spam filter, web filter, and spyware configurations.

- ✓ The Consultant has configured and maintains many Cisco ASA/Pix appliances as well as Juniper, Astaro, SonicWall and WatchGuard devices. The consultant supports over a hundred small, medium and large networks against malware and rogue penetration.
- ✓ The Consultant implements industry standard practices with regards to server security and installs well established web filtering systems such as Barracuda and Websense as well as centrally managed antivirus solutions.
- ✓ The Consultant's approach to security administration also includes the review, establishment, and maintenance of a comprehensive set of IT procedures that define



and track Town management, regular user and IT support personnel responsibilities and actions. The Consultant has experience in participating in Financial, Accounting and IT audits as a representative of the customer. The Consultant also has experience in supporting SAS 70 type 1 and 2 audits.

d. Review and describe additional types of system that may benefit the Town.

- ✓ The Consultant has wide experience in developing technology roadmaps based on customers' operational and strategic plans. These roadmaps are based on the latest technology with the caveats that it be robust and cost-effective. Consultant's input will not be limited to strategic technology initiatives. Operational inefficiencies such as issues that may be caused by workstation using Microsoft XP Home and Vista Home on networked workstations as described in the RFP will be identified and escalated to management.

e. Perform operating system and system software maintenance, including patch management, upgrades, and installations on a scheduled basis as approved by the Town.

- ✓ The Consultant has a fully staffed Helpdesk department that also provides remote monitoring and remote maintenance including patch updates. The consultant supports many customers with remote users such as a 125 plus user network for a Bonita Springs customer with locations in Tampa, Parkland, Venice, Naples and Sun City.

f. Monitor and ensure effective operations of services for e-mail, file management, and printing.

- ✓ The Consultant appreciates that effective e-mail management includes the use of anti-spam systems and/or services depending on the needs and preferences of the customer. Additionally, e-mail retention policies may require the use of e-mail archiving systems or services and mailbox management rules, all of which we have experience in. For example, all employees of all the Germain car dealerships in South Florida are supported on the Consultants hosted email systems. The Consultant supports local and remote file management and printing from many entities similar in size and complexity to the Town.

g. Analyze server capacity and forecast when upgrades and/or additional resources may be required.

- ✓ In addition to longer term technology roadmaps as described in section 2.2.1.d, Consultant's monitoring and routine maintenance procedures proactively identify network (client and server side) issues such as hard drive space, RAID integrity, bandwidth bottlenecks, etc. Maintenance logs are maintained and reviewed to trend



server performance, availability, and utilization. Capacity needs forecasting incorporates this historical analysis, industry trends, and strategic discussions to define additional resource requirements and upgrades.

- h. Document and/or maintain documentation for the server environment, system backup, and maintenance procedures.
- ✓ The Consultant believes in strict adherence to documentation procedures and has developed comprehensive maintenance documentation. This documentation and any provided by the Town will be fully maintained. The Consultant also maintains records of all work performed on customer systems and separate change management forms for security systems. Network diagrams are updated by the Consultant on a quarterly basis and or sooner if a major change occurs.
- i. Evaluate existing backup and restoration procedures, recommend optimizations, and implement Town approved optimizations.
- ✓ The Consultant pays particular attention to data backup, disaster recovery and business continuity. In this regard, Consultant has expertise in conventional tape based backup, NAS based backup (such as used by the Town), server virtualization for business continuity, backup data encryption for enhanced security, off-site (data center) replication of backed up data, strict local procedures on tape rotation, off-site storage, cleaning, verification (if tape backup is used) and other aspects of verifiable, secure and reliable data backup. As part of an initial review to be performed by the Consultant, Recovery Point Objectives (RPO) and Recovery Time Objectives (RTO) will be discussed with the Town POC to determine the systems suited to meet the Town's operational restore, disaster recovery, and business continuity needs. The Consultant maintains internal documentation on all supported networks with respect to data backup integrity and disaster recovery as well as whatever documentation particular customers may require.
- j. Oversee system backup and restoration procedures, verify backups are fully executed, test the backup quarterly, and take corrective action to ensure subsequent backups are successful should a backup fail.
- ✓ Consultant's engineers are trained to pay particular attention to system backup during regular maintenance and also whenever any troubleshooting is done. Monitoring and regular Helpdesk activity ensures verification of backups, not only on overall basis but particular attention is paid to the integrity of backup agents to save databases, email folders, open files, etc. Verification of daily successful backups is considered essential by the Consultant. The Consultant performs regular test restores of flat file and Exchange data as well as server virtualization and bare metal restores.



2.2.2 Category 3. Network and Telecommunications Deliverables:

a. Provide LAN and WAN support including administration and security.

- ✓ The technologies required to properly support LAN and WAN support are fully supported by the Consultant, and include expertise in routers and gateway security appliances, web content filtering systems, wireless controllers, wireless bridges and access points, wireless mesh networks, domain and sub-domains, VLAN and trust relationships configurations, VPNs using a variety of devices and software, VLANs, IP addressing and CLEC and/or broadband provider coordination, server operating systems and Active Directory setup, Exchange (email), remote access using Microsoft Terminal/Remote Desktop Services and Citrix, and remote management.

b. Plan for and install Ethernet drops to enable network connectivity.

- ✓ The Consultant has a very experienced team of in-house structured cabling technicians. The Consultant has planned and cabled various installations including turn-key structured cabling for the recent Hodges University expansion in Naples. The Consultant is a qualified vendor used by NCH Healthcare Systems, Anchor Health and many other medical facilities. The Consultant has experts in fiber, coaxial and CAT 5 & 6 wiring.

c. Evaluate and propose alternatives for telephone service in the event the VOIP system is not operational.

- ✓ The Consultant has a telecom division with seasoned experts having over 50 years of combined experience in telephony, including Digital Key and VoIP systems. The Consultant is both a competitor to T3 and a partner in that it uses the T3 data center in Winter Haven as a major installation for hosting servers for various customers. Consultant's customer base in telephony, particularly VoIP systems is in excess of 100 ranging in size from 5 users to over 200 users.

The Consultant is certified in various Samsung, Iwatsu, Nortel and Cisco VoIP telephone systems and with the combination of IT and Telephony staff, it is uniquely qualified to support the Town in VoIP telephony along with the current vendor, T3.

d. Maintain records and schematics that reflect the distribution of inside cable and leased lines.

- ✓ This requirement is as much a need for discipline and organized methodology as it is a need to have the technical competence to understand and document connectivity. The Consultant places much emphasis on documentation.



- e. Evaluate the existing wireless network and remote access configurations that connect three distributed buildings with the Town Hall.
- ✓ The Consultant has focused on Wireless (Wi-Fi) installations with emphasis on security. The Consultant has installed several conventional access point based networks and mesh networks with self-discovering access points. The Consultant has also evaluated, architected, and maintained numerous wireless bridges for inter-office connectivity where fiber and/or leased lines are cost or efficacy prohibited. The wireless bridges are built and maintained with security, performance, and availability as key concerns in order to support data and VoIP connectivity. A major undertaking has been to install a highly secure Wi-Fi network at the Naples Municipal Airport. The detailed study including heat map surveys was approved by the Board and installation is underway, with the General Aviation terminal completed. The commercial terminal, various runway and tarmac areas, along with hangars and the newly planned customs clearance facility will be on the Wi-Fi network.
- f. Recommend alternatives that will improve the security and reliability of remote access.
- ✓ The Consultant has several customers in finance and medical that require highly secured remote access, as well as many regular customers needing remote access to their networks. The Consultant has all the requisite expertise in remote connectivity including terminal services remote desktop Microsoft Terminal/Remote Desktop, Citrix XenApp/Presentation Server/Metaframe, L2L VPN's, Software VPN's, and leased line WAN connectivity. Citrix, VPN's, IPSec, etc.
- g. Implement remote access changes adopted and approved by the Town.
- ✓ The Consultant has qualified staff to execute on plans developed in item f and approved by the Town.
- h. Add a Wi-Fi connection for public use.
- ✓ The Consultant has recently added public hot spots at various locations such as the Gansevoort Hotel in Miami Beach. Security issues such as segregation from other parts of the Network, rogue penetration detection and restricted or illegal website access and development of 'splash pages' with proper registration are part of the knowledge base of the Consultant.
- i. Coordinate support for the VOIP telephone system with T3 Communications, including troubleshooting IP address conflicts.
- ✓ The Consultant is uniquely qualified to coordinate with T3 Communications based on its knowledge of VoIP technology and its working relationship with T3.



2. Proposal (Continued)

2.2.3 Category 4. Audio/Visual Setup Deliverables:

- a. Microphone mixers, microphone receivers, tape deck cassette players and recorders, amplifiers.
  - ✓ The Consultant has an Audio/Visual/Lighting systems integration division staffed by A/V engineers, some with 15 plus years of experience. The Consultant is Cedia certified and also has certifications in Crestron, Lutron and Elan/Home Logic.

Turn-key installations from the ground up include 80-seat theaters for the Paseo and Olé town centers in the Stock Development communities with 9.1 surround sound and 1080p HD visual. The Consultant has installed and services several House of Worship Audio Visual systems with microphone arrays for choirs and bands.
- b. DVD recorders, AutoDome, an IP-enabled camera system for controlling distributed cameras.
  - ✓ The Consultant has on-staff expertise in visual surveillance systems and distributed cameras used for town hall meetings for commercial buildings, country clubs, gated communities and educational facilities. This includes extensive installation, service and maintenance of IP cameras, DVR's and remote monitors.
- c. Monitors and Televisions for Monitoring Broadcasts, Channel mixers, Visual mixers.
  - ✓ The Consultant has expertise in narrowcasting and in distribution of broadcast cable signals. Examples include current customers such as Moorings Park in Naples and Hodges University. Moorings Park Premier Retirement Community has several broadcasting programs similar in nature to those described in the RFP. The Consultant installed and configured equipment similar to items described herein at the new Hodges University expansion in Naples. Country club customers such as Forest Glen Country Club and Worthington Country Club also broadcast over cable signals.
- d. Overhead and table-top projectors.
  - ✓ The Consultant has expertise installing and servicing Smartboards and projectors at several locations such as conference rooms and classrooms, training centers and general purpose rooms. Customers include Hodges University, Ave Maria University, Aston Gardens, Moorings Park, several executive suites and law firms.

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## 2. Proposal (Continued)

### 2.2.4 Category 4. Professionalism:

a. RFP: Professionalism includes the highest expectation by the Town that the Consultant will interact with Town personnel in a professional, courteous, and service-oriented manner. The ability to comply with professionalism requirements, characterized below, is required for all proposals.

- ✓ The Consultant has been a successful company in the 10 years it has been in existence primarily because its philosophy and practice is based on integrity, exceeding customer expectations and forming long term mutually beneficial relationships with Customers.

As an example, the Consultant has served Stock Development for over 8 years. Stock Development is the developer of the Paseo, Lely Resort, Vivante, Olé, Grandezza, Olde Cypress master communities and also owns and operates other financial and real estate businesses. The Consultant provides all IT, Telephony, Web Design and Audio/Visual services to all of the Stock entities. This continuing relationship is a direct result of the Consultant's commitment to providing reliable, courteous, cost effective and timely service.

Another example is the relationship with Hodges University. The Consultant helped Hodges University in a major expansion in Naples and executed with such professionalism that Hodges University has now preselected the Consultant as the sole provider of IT and AVL services for the new 45,000 Sq Ft expansion in Ft Myers.

b. Consultant will coordinate, communicate and follow industry best practices relative to the scheduling of maintenance, updates and patches, and conduct of technical support services.

- ✓ The Consultant believes in providing best-in-class services including all the tools necessary for the Town to conveniently, reliably and effectively communicate with the Consultants scheduling and operations personnel. These tools include a proprietary HelpDesk application provided at no additional cost, methodologies to communicate with the Consultant via the Internet, email, Smartphones and of course conventional telephone.

Records of all service calls including descriptions of tasks completed, open items and time spent will be available in real time to the Town via a web interface.

The Consultants believes and practices the concept of continuous improvement by ongoing training of its technical staff in the latest technologies and also in professionalism in work habits and ethics. The Consultant utilizes various remote



connectivity and control tools to cost effectively update and service its customers' IT infrastructure.

- c. Propose and implement a transition plan for the transition of technical support services from the current technical support services consultant to consultant(s) awarded contract(s) as a result of this RFP, if required.

The Consultant believes that the best transition plan would be one that is quick, unemotional and all trust is based on verification. Once the decision is made to transfer responsibilities to the Consultant and a date is agreed upon, then at the specified time all passwords must be changed with utmost urgency. The Consultant does not believe in socializing during the transition and believes in treating the current technical support personnel (Platinum Coast Technology per Addendum #2) with the utmost politeness but also with a high level of formality.

Prior to the cutover, Consultant will prepare a transition plan with specific action items, coordinate and review all action items with the Town, and quantify all action items with names, deliverables and timing. Documentation of all activities, network characteristics and attributes would be of high priority.

A Visio diagram of the wide area network will be completed and this will also be used to help maintain all inventories as required: Maintain an inventory of all hardware, software and parts supply for all IT resources owned by the Town.

- d. Consultant will meet weekly with the Town POC to review progress, outstanding issues, and prioritized requests for all areas of contractual support.

✓ The Consultant will allocate management and technical resources as needed to the satisfaction of the Town.

- e. Consultant shall escalate urgent issues to the Town POC.

✓ Although the Consultant's technical staff is trained to contact the Town directly, it also has its internal escalation process to ensure our management is aware of urgent issues and that they are indeed escalated to the Town POC professionally.

- f. Consultant will participate in planning exercises such as periodic emergency operations drills, including system shut down and server rack relocation. The Town estimates this task to require no more than 20 hours per year of technical support.

✓ In addition to participating as required, Consultant can contribute to the generation or refinement of the emergency operation plan (EOP).

- g. Consultant will support emergency operations on an as-needed basis, at the Consultant specified rate for off-hours support.



- ✓ Consultant will support per the requirements of the Town, as is done for various customers in Hospitality and Medical that need 24/7 support.
- h. Consultant will recommend and perform approved improvements to the IT component of the emergency operations plan.
- ✓ Consultant has significant experience in this regard, including EOP for the Naples Airport and several large entities.
- i. Consultant will partner with the Town to plan for infrastructure and technical operational improvements.
- j. Consultant will proactively monitor the technical environment and user needs to plan and recommend changes in advance of critical thresholds or points of failure.
- ✓ The Consultant will work with the Town in preparing a technology roadmap as required to ensure a structured migration of the IT facilities over the Town's planning periods. In addition, the Consultant will monitor all equipment proactively to alert the Town against any short term adversity in terms of equipment failure or capacity limitation.

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2. Proposal (Continued)

2.2.5 Additional Information on Consultant's technical support service experience related to the services required for Category 1: Server Management

a. Industry affiliations:

- Microsoft Gold Certified and OEM Partner
- Cisco Channel Partner and Authorized Reseller
- Citrix Silver Certified Partner
- Dell Channel Partner
- Authorized partner with Intel, HP and Lenovo

b. The Consultant has several experienced network administrator/server management network engineers/technicians, many with MCSE certifications. The Consultant supports over 100 local and wide area networks with infrastructure similar or more complex to that of the Town

c. Summary of experience related to hardware and configurations listed in Section 3.2.6: (Summary of Hardware Configuration, Table A beginning on page 10 of the RFP):

- Certified Personnel (Microsoft and Cisco):
  - The Consultant has listed various Microsoft and Cisco qualifications herein. The Consultant is primarily focused on Windows based platforms and Cisco Security Appliances, Managed Switches and Routers.
- Microsoft Exchange Knowledge
  - 60 plus years combined experience between the senior networking engineers in Exchange 2000, 2003, 2007 and 2010. The Consultant has over 80 clients with Microsoft Exchange. The majority of these clients leverage Exchange ActiveSync for SmartPhone connectivity on at least one device. In addition to Exchange Active Sync capable devices, the Consultant has experience with installing and supporting over 50 BlackBerry Enterprise Server installations.
- Microsoft Server O/S
  - 70 plus years combined experience between the networking engineers in Server 2000, Server 2003, and Server 2008 along with the integrated small business (SBS) servers.
- Experience with IBM, Dell and HP Hardware



- The Consultant has sold, installed, serviced and maintained several hundred Dell, IBM and HP servers in the past 10 years. The Consultant stocks Dell workstations in Estero and sells, installs, services several hundred every year.
  - Experience with Security Appliances (Firewalls)
    - Consultant's engineers primarily use Cisco, and also have experience in configuring most others such as Astaro, Juniper, SonicWall, WatchGuard, and Check Point Security Appliance interfaces, content filtering, antivirus, VPN's, and firewall rules (services that require weak or no authentication, sniffer programs, insecure software, port scanners, spoofing, black-listed IP's, etc.)
  - Experience with providing support for BlackBerry, Iphone, iPad, Windows Mobile, and Android devices
    - The Consultant has over 80 clients with Microsoft Exchange. The majority of these clients leverage Exchange ActiveSync for SmartPhone connectivity on at least one device.
- d. Summary of general experience in the technologies encompassed in Server Management:
- Network/Server Migrations and Transitions:
    - Technologies and Processes: The Consultant has completed a large number of migrations and transitions including the following types: Novell w/Groupwise to Win2003/Exch2003; Win2000 to 2003; Win2003 to 2008; Swing Migrations; SBS2000 to SBS2008; SBS2003 to SBS2008; Network Separations; Network Consolidations; multi-domain network to single parent/multiple children; and domain renames.
    - Sample Networks: Networks migrated and/or transitioned consisted of single or numerous domain controllers and other operational servers. Upgraded networks range from a 5 users single location to 150 plus users with multiple locations and multiple Exchange servers.
  - Virtualization and Server Consolidation
    - Technologies and Processes: In order to maximize server utilization and uptime, the Consultant has implemented virtual servers on a variety of platforms including: VMWare Server, VMWare ESXi, Citrix XenServer Enterprise 5.5 (Certified), and Windows 2008 HyperV. In some cases the



servers were first installed and configured in the virtual environments and in others physical-to-virtual (P2V) conversion tools were used.

- Sample Networks: The Consultant has virtualized various types of servers including: Citrix, Terminal Servers, SBS Servers, Exchange Servers, and IIS/Web Servers using Windows 2003 and 2008, as well as Linux CentOS 4.5 and above.

#### ➤ Messaging and Collaboration

- Technologies and Processes: The Consultant has implemented over a hundred Exchange servers of all versions (5.5 – 2010) and editions (SBS, Standard, Enterprise). For each Exchange organization, Spam filters such as IMF, GFI, MXLogic and Barracuda have been installed. Faxing solutions such as GFI FaxMaker, RightFax, ZetaFax, and eFax have also been implemented.
- Sample Networks: Most supported networks leverage an Exchange server for central storage and delivery of email, contacts, calendar, etc. Clients connect from a variety of local and remote devices including: OWA, Outlook, PCoverHTTP, BlackBerry, iPhone, Droid/Android, Palm, Windows Mobile Outlook Express, etc.

#### ➤ Application Delivery

- Technologies and Processes: The Consultant has installed and configured numerous Citrix (versions Metaframe 1.8 thru XenApp 5.0) and Microsoft Terminal Services (versions WinNT 4 thru Windows 2008) servers. These systems were implemented to provide both local or remote application delivery and management to a variety of client devices including: thin terminals, workstations, laptops, PDA's, and Kiosks. Group Policies are used to restrict user access to system functions and to configure applications, printers, and data locations.
- Sample Networks: A load-balanced 3-server Citrix Farm has been implemented at a hundred plus user law firm for as well as (VPN access) users at six remote sites. A single Citrix server has been implemented for an estate management firm with remote users. This server and the firm's SBS server are hosted at the Consultant on a VMWare virtual infrastructure. The law firm uses standard and law firm specific applications via the Citrix servers. A single terminal server has been implemented for a 30-user construction company with remote offices in Florida and Texas.

#### ➤ Wide-Area-Networks



- Technologies and Processes: The consultant has implemented various wireless bridges to expand the LAN to areas where cabled connectivity is either not possible or not cost effective. The Consultant has installed numerous WAN connectivity hardware devices and specializes in Cisco Routers, ASA's, and Pix Firewalls. The Consultant works closely with the client to determine the bandwidth and reliability needs so that the proper connectivity can be chosen and implemented.
- Sample Networks: The Consultant has leveraged the use of MPLS, T1, and Ethernet/Fiber to provide secure connectivity between remote offices. In addition to Point-to-Point WAN's, we have also implemented a large number of L2L (LAN-to-LAN) VPN's and software client VPN's. The Consultant commonly uses Cisco hardware for the VPN endpoints, however has also implemented ZyWall, SonicWall, and WatchGuard solutions. QoS has also been implemented on a number of connections and VPN's to prioritize voice (and other important) traffic while policing the bandwidth consumed by other systems.
- Backup and Disaster Recovery
  - Technologies and Processes: The Consultant stresses that backup and disaster recovery systems must be considered one of the most important components of every client network. We continually research and implement the most effective, efficient, and stable solutions including: tape and autoloader hardware, BackupExec versions 8 thru 12.5; media retention and rotation policies such as Grand-Father, Father, Son; Backup to Disk Systems including StorageCraft ShadowProtect and Acronis; Block Level incrementals; perpetual retention; online solutions such as Iron Mountain and US Data Trust including onsite appliances and replication. Regular test restores are completed to ensure the integrity of the backed up systems.
  - Sample Networks: Supported infrastructures range from a single server network to a hundred server enterprise system. Most networks contain at least one Exchange server and at least one Microsoft SQL server that require backup agents or disk filter-driver systems, and all file servers, domain controllers, and system states are backed up.
- Business Continuity
  - Technologies and Processes: The Consultant has installed various real-time replication Business Continuity Systems. Double-Take was implemented at multiple clients to replicate live servers to standby VMWare servers at a remote data center. The Double-Take FSFO (Full Server FailOver) module



was used to recreate the entire networks at the remote location in the event of a hurricane or other disaster. Similarly, a backup-to-disk and replication system was implemented at multiple clients to stream backups to a remote data center where they could be virtualized and accessed remotely.

- Sample Networks: Double-Take was installed on networks ranging in size from two to seven servers. The networks all consisted of file servers, domain controllers, Exchange Servers, SQL servers and Citrix Servers. The backup-to-disk/replication/virtualization solution has been implemented at sites containing up to twelve servers. The largest site is comprised of the above server types, including as well a 3-server Citrix farm and BlackBerry Enterprise Server.

➤ Wireless Infrastructure

- Technologies and Processes: The Consultant has installed and configured numerous wireless access points, bridges, and mesh devices. These include 900 MHz, 2.4 GHz, and 5 GHz systems. Brands installed include Cisco, Proxim, Alvarion/BreezeNet, and BelAir.
- Sample Networks: Wireless systems have been installed to support internal operations, site-to-site connectivity, roaming external users (campground and shopping centers), and mobile heavy equipment. VLAN security and SSID differentiation has implemented at sites to allow/restrict access to resources based on encryption key knowledge. Custom captive portals have been developed to notify hotspot users of terms of use.

e. Case histories related to technologies encompassed in Server Management:

➤ Response to Exchange Server Failure and Subsequent Exchange 2003 to 2007 Transition

- Background: Company X's Exchange server stopped responding to mail client requests, RDP, and eventually to 'pings'. When this occurred, we were onsite in another office. Upon inspecting the server we found that three of the drives in the five disk RAID5 array had failed. We had just taken over the account and knew that the backups were successful. Fortunately, we were able to force two of the drives online and boot the server. This Exchange server was a three year old Dell (just out of warranty) running Windows 2003 and Exchange 2003. The drives were not configured with RAID1 and RAID5 for optimal performance. The server supported over 190 local and remote users via Outlook, POP3, IMAP, OWA, Iphone, and BlackBerry Enterprise Server.



- Planning: When the server drives failed, the Exchange database was shutdown improperly/dirty. Having information stores totaling over 150GB and little free space made an integrity check and Eseutil repairs near impossible. We discussed the warranty, drive space, and potential database corruption with Company X. The decision was to replace the failed server with new, optimally configured hardware and Windows2008/Exchange2007. The Dell PowerEdge R700 was ordered with a RAID1 for the operating system and Exchange install/logs and a RAID5 for the database. The client was not prepared for this emergency expense and so initially a single server model with all roles was chosen. We plan to migrate and split the exchange roles.
- Installation: Due to the urgency, the server was installed off-hours. The work was completed between Saturday at 8 AM and Monday morning at about 4:15 AM. After the server was loaded, updated, and joined to the domain, we continued installing Exchange 2007. Because of the geographically dispersed domain controllers, the AD, Schema, and Permissions were upgraded prior to the installation. The Exchange 2003 and Exchange 2007 servers were configured to co-exist in the same organization and to deliver mail to each other. Fourteen recipient policies and LDAP search filters were upgraded and imported. Public Folders were enabled on the Exchange 2007 server to support the legacy data locations and the BlackBerry Enterprise Server. All Exchange server updates including service pack 2 were promptly applied as well as antivirus installation (with proper exclusions). The Hub Transport Connectors were configured to send/receive mail. While the mailboxes were being moved from 2003 to 2007, the Barracuda Spam Firewall, OWA SSL Certificate, and inbound firewall ports were moved to the new server. Public folders were replicated and mail flow was tested. The iPhones reconnected with the server once the mailboxes were moved. The BlackBerry Server required additional work. The 2003 Exchange System Manager was removed from the BES server and the correct CDO dll was obtained and registered. The BESAdmin rights were added to the mailboxes and after a reboot the BES linked with the mailboxes in the new location. The internal mail clients were automatically redirected to the new server and the old server's IP was added to the new to support many scan-to-email devices. Following the coexistence period, the 2003 server was decommissioned and taken off-line. This required removing the public folder replicas to complete the re-home operation and Exchange 2003 was uninstalled. Company X's voicemail and faxing/unified messaging system was reconfigured. All systems tested operational. The new server was added to the existing BackupExec autoloader system and monitored for successful backups.



➤ New Exchange 2007 Installation

- Background: Company Y hosted POP3 email accounts at HostWay and downloaded email to Outlook PST files located on their desktop computers. The network consisted of a single Windows 2003 Server functioning as a domain controller, file server, and database server.
- Planning: Exchange 2007 allows for separation of roles on multiple servers, however this network did not warrant the additional hardware costs. Instead we sized a single new server to support the four standard roles (premium / unified messaging was not licensed). The server was ordered with a RAID1 and a RAID5 array, Windows 2008 64bit (required), 8GB of RAM, and dual processors.
- Installation: We configured the drives, and completed the burn-in and base load at the Consultant. All Dell and Microsoft updates were installed. The server was then delivered and joined to the domain. The Exchange installation was completed as well as all prerequisites. Because the client used Outlook 2003, Public Folder support was enabled. Immediately after installation, all Exchange and Windows updates were installed including Service Packs. Antivirus was installed with proper exclusions. The Exchange database files were moved to the RAID5 for performance. The receive/recipient policy in the Hub Transport role was configured for inbound mail and anonymous unsecured connections. The firewall was configured to allow inbound mail from the MXLogic subnets only. A wildcard send connector was configured to deliver outbound mail using DNS/MX records. The MX Record was moved to MXLogic and the service was configured. A reverse DNS entry and SPF record was created for the server and mail flow was tested. Send/Receive limits were configured and so were mailbox limits. User mailboxes were created and POP3/IMAP/OWA functions enabled/disabled per user. The user PST's were collected and imported using the Exchange Management Shell. Outlook profiles were created and connectivity to the Exchange server established. The Outlook anywhere and auto discover features were configured. A multi-domain Go Daddy certificate was obtained and installed on the server using the FQDN's autodiscover.companyY.com and mail.companyY.com. User instructions were created and dispersed for Outlook Web Access and contact/calendar sharing. The Exchange Management Console was added to the backup server and the BackupExec Exchange Agent was installed and configured.

➤ Disaster Recovery 1



- Background: Company W's Domain Controller / File Server failed two of three disks in the RAID5 before the hot spare could finish a rebuild. Our monitoring system identified the server to be off-line and upon investigation we found the failed array. Our hardware specialist attempted to force one drive online to regain access to the array in a degraded state. This was unsuccessful and a restore from tape became required. We contacted Dell to confirm and to begin RMA on the failed drives.
  - Planning: We obtained the prior night's tape from the customer. We also secured the O/S installation media, COA, and BackupExec installation files. We also retrieved similar hard drives from the Consultant's local inventory. The Dell warranty would not have provided these the same day. Server notes were retrieved from the Consultant's customer information files.
  - Recovery: The new drives were installed in the server and the operating system was reloaded to the latest installed service pack. Windows was loaded to the same location and given the same name and IP as the failed server. The same drive letters/partitions were created. The server was left in a workgroup. BackupExec was then installed to an alternate/temporary location. The prior nights tape was inventoried and cataloged. After reviewing the contents, the restore job was started with the following options: all files, system state and shadowcopy components selected; file security restored; preserve tree; overwrite existing; and primary arbitrator. After the restore completed, the server was rebooted to working order. Some ancillary systems such as Symantec Antivirus and Websense had to be reinstalled due to open files being skipped. Tested client connectivity and allowed users to login. We then verified BackupExec's settings, inclusions, and schedule and deleted the temp BackupExec install location. Moved the tape to the vault and removed it from rotation.
- Disaster Recovery 2: Backup, Replication and Disaster Recovery (Disk to Disk Backup) System
- Background: Company Z was backing up eight critical servers using autoloader devices and BackupExec software. The solution was operational however was costly in tapes and time due to the amount of data being backed up. The client wished to migrate away from the tape solution while maintaining retention objectives. Also, the client wished to add emergency/hurricane site failover.
  - Planning: The Consultant discussed the project objectives and financial constraints with the customer. Full server replication systems required too



much equipment and licensing to be purchased. They also required dedicated high-bandwidth connectivity, adding additional cost to the project. The BRDR solution was chosen for its multi-purpose characteristics, ease of use, reliability, and initial investment savings.

- Installation: The Backup, Replication and Disaster Recovery (BRDR) System consists of two servers, disk-to-disk backup agents, replication software, and virtualization systems. One of the BRDR's is installed at the customer location and the other is installed at a remote data center. The local BRDR was configured and licensed to backup the eight critical servers (Exchange, SQL, 2 AD/File, 3 Citrix, BES). The base images of all servers were created and encrypted on the local BDR and manually copied to the remote BDR via USB drive. The 15 minute incremental encrypted backups were configured on the local BRDR. These intra-daily incremental are compacted into a daily incremental which is replicated during non-business hours to the data center BRDR. Test Bare Metal Restores, Virtualizations, and File/Exchange restores were completed for each protected server. Within 30 minutes a server can be virtualized locally. Within 4 hours all servers can be virtualized at the data center. If an extended outage is imminent, the servers can be Bare Metal Restored to similar or dissimilar hardware in a matter of hours.

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## 2. Proposal (Continued)

### 2.3 RFP Section 6.1: Technical Knowledge and Competence - Service Desk Support

RFP: Describe Respondent's proposed approach to service delivery, including details of proposed onsite and remote support, and benefits to Town of using the proposed approach.

#### 2.3.1 Service Desk Support Requirements:

##### 2.3.1.1 General

- ➔ Core Hours: 8:30AM to 4:30PM, except holidays approved by the Town.
- ➔ Number of Users: Approximately 35
- ➔ Main Locations:
  - Town Hall – 2523 Estero Boulevard
  - Bay Oaks Recreation Center – 2731 Oak Street
  - Mound House – 289 Connecticut Street
  - Newton Park - Intersection of Strandview Avenue and Estero Blvd
- ➔ Typical Support needed:
  - Receive, prioritize, resolve, and complete problem/service repair requests and routine projects.
  - Document problem/service repair requests using a tracking method made available by the Consultant. The tracking method shall be used by the Consultant and accessible by the Town to record service and project requests, and to document the state of each request. Information to be captured includes at a minimum: date request/project initiated, requestor, priority, status (e.g. completed, in progress, on hold, cancelled), estimated completion date, and obstacles or actions awaiting completion before proceeding.
  - Create and maintain user accounts.
  - Maintain printers, faxes, and scanners.
  - Establish, monitor and maintain network connectivity.
  - Establish, monitor and maintain user access.
  - Enable synchronization between portable devices and desktops.



- Recommend and implement changes to standardize desktop configurations, including the development and use of a standard image for all computers.
- Identify laptop and desktop computers to procure and satisfy user requirements.
- Maintain records and provide monthly reports on Service Desk support statistics and trends.
- Maintain an inventory of all hardware, software and parts supply for all IT resources owned by the Town.

➔ Response/Completion Times

- Requests will be resolved according to the assigned priority, and in accordance with the response times and completion times specified.

Priority	Definition	Response Time	Completion Time
<b>Critical</b>	A problem that affects the Town’s entire network or a group of users	< 30 minutes	< 5 hours
<b>High</b>	A problem with no known workaround that affects a single user	< 3 hours	< 1 business day
<b>Medium</b>	A general service request or problem with a workaround solution	< 8 hours	< 2 business days
<b>Low</b>	A service request that does not require immediate attention or involves long range planning	< 3 business days	Plan defined within 10 business days

2.3.1.2 RFP Addendum #2:

The Town requests the vendor to provide a computerized method for service requests to be logged, prioritized, tracked to completion, and used as a resource for reporting. The Town desires both the vendor and the Town to have online access to the tracking method in order to review and prioritize requests. It is up to the vendor to propose whether or not the Town would enter service requests into a system.

- ➔ Please see Section 2.3.2.2. The Consultant will provide comprehensive web based and computer based tools to interact efficiently and with ‘ease’.



## 2.3.2 Consultant's Response:

### 2.3.2.1 Time Required Estimate

Consultant proposes that an average of 4 hours per business day per month be allocated for on-site work. This estimate of 4 hours should suffice for all work needed in Categories 1, 2 and 3 with the professional standards stated in Category 5. The Audio Visual support is estimated at 22 hours per month (not including upgrade projects that may be required based on the current description in the RFP).

The on-site allocation will be supplemented by the Consultant's remote HelpDesk services. The HelpDesk services will be limited to computer, networking, and telecommunications issues per Categories 1, 2 and 3. The Audio/Visual services encompassed in category 4 may be resolved remotely based on an issue, but both local and remote work is performed by the same A/V staff whereas Categories 1, 2 and 3 will be supported by both a field support team and a Helpdesk support team stationed at the Consultant's main office in Estero.

The Consultant estimates HelpDesk support to average 1.5 hours per business day per month (in addition to the 4 hours of on-site support).

The time spent per Section 2.2.4 Item g (Consultant will meet weekly with the Town POC to review progress, outstanding issues, and prioritized requests for all areas of contractual support) will be considered as management and sales/marketing time and non-billable. The Consultant regularly meets with customers to gain feedback, review projects and maintain communication, and this time is non-billable.

The Consultant's management team and sales and marketing team are regularly involved in planning meetings and this is considered part of non-billable support. To fully support the Town's needs, the Consultant will also utilize its direct technical staff, and their time is billed at the contracted rate. Examples of billable technical staff time that is not included in the onsite and HelpDesk estimated hours listed above are:

Consultant will participate in planning exercises such as periodic emergency operations drills, including system shut down and server rack relocation. The Town estimates this task to require no more than 20 hours per year of technical support.

Projects including infrastructure improvements and major upgrades will be quoted and billed separately. Patches and updates are considered part of routine contracted services to be done within the hour estimates quoted.

In summary, the Consultant estimates an average of 4 hours per day per month of onsite service and an additional 1.5 hours average per day per month for Helpdesk support on issues in Categories 1, 2 and 3. The Consultant will bill on a time and material basis on all Audio Visual work. IT projects will be billed per approved



quotations. Unscheduled emergency work such as a server failure will be billed only if the allocated hours (80 per month) are exceeded. The Consultant does not bill extra for non-business hours or holidays, there are no premium charges, all work is billed at the standard rate.

The Town has indicated it normally purchases materials directly. Therefore all invoices will be based on time spent unless materials are included at the behest of the Town.

#### 2.3.2.2 Consultant's Processes

The Consultant has invested in and implemented significant infrastructure to make it 'easy' for customers to use all the technical services offered per categories 1 thru 4 in a professional manner. Some customers prefer a great deal of flexibility in contacting the Consultant while others opt for a very structured methodology.

To provide the Town with services in the specified in the RFP (...computerized method for service requests to be logged, prioritized, tracked to completion, and used as a resource for reporting. The Town desires both the vendor and the Town to have online access to the tracking method in order to review and prioritize requests.....), the Consultant will provide:

- ✓ A proprietary HelpDesk application installed on all Town workstations and notebooks for contacting the Consultant's master scheduler and/or the Helpdesk technicians. This application will track all service requests and has a complete set of reports as required in the RFP. The proprietary HelpDesk application will be offered at no additional cost.
- ✓ A phone number with a direct connection to Scheduling personnel (live, not endless auto-attendant menus) for those wanting to contact a person on issues. Schedulers are available 8:15AM to 6:00PM each business day and emergency messages left after-hours are monitored very regularly (as are email and website submissions) off hours.
- ✓ A web portal and/or email for those wanting to submit tickets via the Internet. The portal interacts directly with scheduling.

All work performed is documented and available for review by the Town via a secure web portal. The data may be searched by date or technologist or location.

- ✓ The benefits to the Town will be:
  - Ease of doing business with, simplified and documented service requests.
  - Cost effective and smooth operation of the Town's business that is dependent on a well run IT infrastructure in that all service request are



categorized in the HelpDesk application and recurring issues can be flagged by all to ensure root causes have been solved.

- Quick, efficient problem resolution by well qualified technologists.
- The ability to leverage on the IT infrastructure as a productivity enhancement tool rather than an encumbrance.

### 2.3.2.3 Response and Completion Time Estimates

Priority	RFP: Response Time	C: Response Time	RFP: Completion Time	C: Completion Time
<b>Critical</b>	< 30 minutes	✓	< 5 hours	Best effort by senior staff
<b>High</b>	< 3 hours	✓	< 1 business day	✓
<b>Medium</b>	< 8 hours	✓	< 2 business days	✓
<b>Low</b>	< 3 business days	✓	Plan defined within 10 business days	✓

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## 2. Proposal (Continued)

### 2.4 RFP Section 6.1: References

RFP: Provide a minimum of three (3) references with whom the Respondent's organization has contracted within the last three years to provide technical support services similar to those specified herein.

#### 1. Naples Municipal Airport Authority (NAA)

The Naples Airport Authority issued a RFP based on a similar process. The Consultant was awarded the contract to provide all supplemental IT services beginning mid-Dec 2009. The assignment has very recently been expanded to where the Consultant provides all the support.

The IT infrastructure at the Airport is classified information, but suffice to say that it naturally encompasses a lot of networking technologies and has more users than the Town.

The Consultant has had all its technologists, schedulers, sales and management go thru the Airports FBI background check in order for the Consultant to be contracted by the Airport.

The individuals at the NAA that interface with The Consultant are:

- Phil Norris, Director of Facilities
- Theodore Soliday, Executive Director of the Airport
- Sheila Dugan, CFO
- Phone: (239) 643-0733

#### 2. Stock Development LLC.

Stock Development is a local corporation with real estate developments (Lely Resort–Naples; Olé – Naples; Grandezza – Estero; Paseo – Ft Myers, Vivante – Punta Gorda), a construction company, a general real estate company and other entities in finance, mortgage and title businesses.

The IT infrastructure is proprietary information but generally consists of several servers with heavily integrated systems on Windows platforms. The company leverages NAS devices, a MS SQL Active/Passive Cluster, Exchange, ReplicationExec, BackupExec Symantec Endpoint Protection, and Pervasive SQL. The Golf and Country Club entities have separate IT infrastructures consisting of Windows servers, SQL databases, and Point-Of-Sales hardware and software. The Consultant also provides



custom programming, database administration and web development services to Stock Development.

The Consultant has been providing supplemental IT architectural and routine maintenance support for several years and recently the entire IT operation was outsourced to the Consultant. Over a 100 users are supported.

The individuals at Stock Development that interface with the Consultant are:

- Chad Kocses, Vice President of Finance
- Bob Imig, President of Construction
- Brian Stock, CEO
- ☎ Phone: (239) 592-7344

3. Discovery Management Group/Aston Gardens

Discovery Management Group owns and operates assisted living/independent living (Aston Gardens) locations throughout Florida. The entire IT Infrastructure for the management company and all Aston Gardens locations is owned and hosted by the Consultant at in a data center in Winter Haven (a T3 facility). The Aston Garden facilities use a variety of thin terminals, laptops, and desktops to access all Windows 2008 servers via a four server load-balanced Citrix farm. LAN-LAN VPN's connect the spoke sites to the infrastructure hub over T1's, MPLS & Fiber. There are over a 125 users.

The Consultant designed and implemented the infrastructure and migrated all data and users in May, 2009. Prior to the recent acquisition of the Aston Gardens locations, Discovery Management Group had been a long-time customer.

The individuals that interface with Softrim are:

- Tom Costello, VP of Finance
- Diana Ferrante Thies , VP of Marketing
- The six Aston Gardens communities are managed locally and the Consultant can provide the names of the executive directors at each location.
- ☎ Phone: (239) 908-2921

4. Hodges University

Hodges University (formerly International College) has campuses in Naples and Ft. Myers, along with a learning center in Immokalee.

The IT infrastructure at Hodges University consists of several Windows servers supporting student, faculty, classroom, and communication activities. In addition, Hodges University has Cisco Unified CallManager VoIP telephony. Hodges University



makes extensive use of a wide area network with Layer 3 Managed Gigabit Switching and CLEC Ethernet services. VLANs segment and secure the university's faculty, classroom, wireless, telephony, and student resources.

The Consultant provides supplemental IT support as well as Audio/Visual/Lighting and infrastructure cabling. In addition to providing as needed IT support on the existing network systems, the Consultant executed a major contract to provide all IT, A/V/L and infrastructure cabling for a major expansion project in Naples. The Consultant is currently a preselected vendor that will be used by any of the four general contractors bidding for a new 45,000 sq ft addition to the Ft. Myers campus on all IT and Audio, Visual and Lighting control.

The individuals that interface with Softrim are:

- David Rice, Vice President of Technology
- Wendy Gehring, Director of IT
- Phone: (239) 513-1122

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## 2. Proposal (Continued)

### 2.5 RFP Section 6.1: Consultant's Resources and Capabilities

RFP: Describe Respondent's qualifications to perform the services, including all resources available to Respondent for the performance of the contract. For each employee who will be assigned to this contract, include a resume articulating experience, qualifications, and certifications. Include the name, resume, qualifications, and certifications of the individual intended to manage the project.

#### 2.5.1 Overall Qualifications

The Consultant is an established company in Lee County with 10 years of experience in supporting medium sized organizations in the areas of computer networking, telecommunications, audio visual systems integration and custom programming. In each of its disciplines, the Consultant has a senior highly experienced technologist leading the respective engineers and technicians.

The Consultants strategy has been to offer its customers an integrated solution to technology and leverage on the growing convergence of computing, telephony and audio/visual.

The differentiation that is offered by the Consultant is that in each of the technology areas it participates in, it is a market leader in Ft. Myers and Naples. With over 35 associates, we have the breadth and depth of talent to fully support the Town.

Although the Town does procure parts directly, it is important to note that the Consultant has a fully stocked parts warehouse in Estero and maintains over \$250,000 in inventory at any given time including but not limited to Dell workstations, servers, laptops, common desktop computer spare parts, SCSI, SATA & IDE Hard Drives, visual cards, Cisco firewalls, switches, MS Office products, monitors, data backup devices and most critical network infrastructure equipment for same day delivery.

In order to support the Town in a timely manner, for all the categories stated in the RFP, including service desk, field service, HelpDesk (integrated with field service but performed by a different team), computer systems, cabling, telecommunications, audio/visual setup, the Consultant offers the following team for consideration:

- ✓ Project Manager: Kevin Harvey, Vice President
- ✓ Master Scheduler: Gracie Herrera
- ✓ Principal Consultant, Computer Systems: Aaron Gruber
- ✓ Principal Consultant, Audio/Visual Systems: Tommy Passafuime



- ✓ Principal Consultant, Telecommunications: Frank Parsons

## 2.5.2 Key Personnel to be assigned to the Town

- ✓ Project manager: Kevin Harvey, Vice President
  - 15 plus years of experience in network technologies marketing and sales
  - 10 years in information technology project management at Softrim
  - Has managed major Softrim relationships and projects ranging from \$10,000 to over \$500,000 and also multi-year service support contracts
- ✓ IT team to be assigned to the Town
  - Aaron Gruber, Principal Consultant
    - Years of experience in network technologies: more than 10
    - B.S. in Business Administration, Citrix certified administrator- XenServer enterprise, specialties: Microsoft O/S's, Exchange, LAN/WAN architecture
    - 10 Years in IT at Softrim
  - Andrew Chapman (Field): M. Sc. in Information Systems, I-Net+, A+ (OS), A+ (Hardware) CompTIA, MCP 2000, CCNA, more than 10 years experience in networking
  - Chris Evilsizer (Field): MCSE, CCNA 2000, CCNP, more than 10 years experience in networking
  - Andrew Blokzyl (Field): B.Sc. in Information Systems, MCP, CCENT, more than 6 years experience in networking
  - Michael Lantz (Field): A+,N+,MCSE , CCNA,CSSA,CNE , more than 6 years experience in networking
  - Andrew Marvitz (Field): MCP/ITP, CCNA, more than 10 years experience in networking
  - Chuck Frieser (HelpDesk): more than 10 years experience in networking
  - Matt Midkiff (HelpDesk): over 5 years experience in networking
- ✓ Telecommunications team to be assigned to the Town
  - Frank Parsons, Principal Consultant
    - Years of experience in telephony and structured cabling: more than 20
    - Iwatsu digital key and VoIP systems, Iwatsu call center applications, ESNA Tech Voicemail systems, Samsung key and VoIP systems, Cisco unified



- communication VoIP systems, Nortel, Toshiba, Comdial, Avaya Partner, and various NEC systems, 3M and structured cabling certifications
- 8 years in telecom technologies at Softrim
- Mike Ciroula, Telephony Engineer
  - Years of experience in telephony and structured cabling: more than 20
  - Iwatsu digital key and VoIP systems, Iwatsu call center applications, ESNA Tech Voicemail systems, Samsung key and VoIP systems, Nortel, Toshiba, Avaya Partner, and various NEC and Toshiba systems, 3M and structured cabling certifications
  - 7 years in telecom technologies at Softrim
- Larry Casey, low voltage wiring systems cabling specialist
- Nick Thompson, structured cabling technician
- ✓ Audio Visual Systems team to be assigned to the Town
  - Tommy Passafuime, Principal Consultant
    - Years of experience in audio visual systems: more than 20
    - Audio Visual and Lighting systems design and systems integration specialist. Audio Visual signal flow of complete audio/visual systems, multi-room projector and screen Set-up. Crestron programming, Crestron light design, Elan/Home Logic installation & programming Level 1 & 2, Cedia home theater design, Sunfire installation & programming, Surveillance, CCTV systems and IP network systems.
    - 3 Years in Audio/Visual/Lighting technologies at Softrim
  - Kary Jastrow , AV Systems Integration Engineer
    - Years of experience in audio visual systems: more than 20
    - Audio Visual and Lighting systems design and systems integration specialist. Engineering and integration of Crestron based systems. Design of programming protocols. Integration of complex low voltage systems, Pronto, Xantech, Harmony, Universal, remotes, etc. TV/Film operations - master control operations, Sound Reinforcement - live sound situations, multiple sound boards, microphone specification and placement and equalizing sound in rooms.
    - 2 years in Audio/Visual/Lighting technologies at Softrim
  - John Lupo, AV Support and Marketing Specialist



- Years of experience in audio visual systems: more than 20
- Audio Visual and Lighting systems design and systems integration specialist. Crestron Residential Systems Designs, Crestron Programming, Crestron Light Design, Theater Room Sound Design (Dolby Labs) specialist, Visual systems developer.
- 1 year in Audio/Visual/Lighting technologies at Softrim

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## 2. Proposal (Continued)

### 2.6 RFP Section 6.2: Service Orientation and Professionalism

#### 2.6.1 About the Consultant

- i. Firm: Softrim Corporation
- ii. Privately held, majority shareholder, Gurcharn Dang
- iii. Florida S Corporation
- iv. Revenues: Averaged \*\*\* plus past 4 years
- v. Employees: Over 35
- vi. Date Established: June 2000
- vii. Address: 9210 Estero Park Commons Blvd., Units 1 – 6, Estero FL 33928
- viii. Over 12,000 sq. ft leased with labs and demo rooms
- ix. Staffing, over 35 full-time (W2) regular employees. We prefer not to use subcontractors or 1099's so as to ensure a consistent culture and customer service:
  - Field computer networking engineers: over \*\*\*
  - Help Desk (stationed at Softrim) networking technicians: over \*\*\*
  - Server and Desktop bench repair technicians: over \*\*\*
  - Telephony technicians including expertise with VoIP Systems: over \*\*\*
  - Audio/Visual/Lighting Engineers/Technicians: over \*\*\*
  - Custom Programmers and Database Developers: over \*\*\*
  - Structured Cabling Installers: over \*\*\*
  - Sales, Marketing and Administrative Staff: over \*\*\*

\*\*\* Since this submission may become public, Consultant cannot provide more details in writing but will elaborate to the Town if necessary.

#### 2.6.2 *Principal's Background:*

Gurcharn Dang, B.A.Sc and M.A.Sc in Electrical Engineering, University of Toronto.  
MBA, Stanford University

*Years of Experience: more than 25 years*

*Most Recent Experience: 10 Years in Information Technology at Softrim*

*Prior: AT&T and Lucent Microelectronics (Information Systems and Telecommunications)*

- #### 2.6.3
- Our Mission is to provide the latest in proven technology solutions capitalizing on the convergence of voice, data and Visual Systems. We deliver cost-effective services in computer networking, programming, telephony, automation and commercial A/V/L systems. We believe in continuous improvement in our processes and technologies so that we can constantly meet and exceed customer expectations.



- 2.6.4 The organization structure is flat at the corporate level, with Gurcharn Dang, Kevin Harvey and two sales persons focused on customer relationships and the principal consultants focused on service and projects in their respective technology areas. Senior technologists generally are project leads on specific projects, and work with sales and the scheduling staff to execute day-to-day service responsibilities and projects. Due to the flatness of the organization, employees work on the basis of a matrix organization with cross-functional responsibilities. In addition to the technical staff, there is an office manager, A/R clerks along with several inside operations personnel in scheduling and sales support and materials' warehousing.
- 2.6.5 The Consultant has the core competencies in technologies, service desk support and automation in processes needed to properly execute the requirements of the RFP. The main advantage to the Town in hiring the Consultant will be in improving its operational efficiencies by fully enabling its IT and AV systems to be cost effective and productive tools. This may not be a dramatic statement, but the Consultant's philosophy in providing technical support is that technology should be a means to an end, in which the objective is to help the customer in meeting operational and strategic goals with maximum, cost effective and productive utilization of technology assets.
- 2.6.6 The Consultant recommends advanced technologies to customers only after it has learned the operations and fully understands the strategic objectives of the customer. At this stage, the Consultant recommends that the intended use of servers and existing technologies be effectively utilized and considered in themselves as advanced technologies. Ultimately, the Consultant recommends the appropriate hardware and systems to develop streamlined processes for the Town to be able to execute its operational and strategic objectives within its operating budgets. The Consultant does invest in learning new technologies to ensure that customers have access to the latest proven solutions, and these will be offered to the Town as the Consultant gains more knowledge of the Town. Potential areas in which the Town may benefit from advanced technologies include:
- Document management and paperless operations
  - Building Management Systems for energy (LEEDs) purposes
  - Management of the Town's IT and AV assets (Inventory Control)
  - More use of thin clients (via terminal services or Citrix or web services)
  - Upgrades in IT infrastructure for enhanced or regulatory needs in security and coordination of personnel
  - Integration of public services with web resources
  - Development of an internally focused Intranet
  - Expanded Wi-Fi zones and public access



2.6.7 The Consultant does not have any definitive affirmative program other than to demonstrate its strong belief in equal opportunity for all. The Consultant hires on the basis of whomsoever is best qualified and has not practiced giving preferential treatment to anyone, but by the same token, does not discriminate in any way, shape or form. The Consultant is prepared to cooperate with the Town in developing an affirmative action program should that be required.

2.6.8 Financial Stability (RFP: Provide a description of the Respondent's financial stability and other resources that most adequately ensure the delivery of services acceptable to the Town).

The Consultant has a very strong balance sheet and cash flow. Revenue run rate for this fiscal year is 30% above last year. The customer base is very stable and major customers such as the Naples Airport, Hodges University, Stock Development, Discovery Management Group, Bruce L Scheiner and Associates, Collier Neurologic Specialists, Surgical Specialists, Bonita Bay Country Club and a host of others are all current in payments.

The Consultant is a preferred customer of Tech Data, D&H, ADI, Dell Computer, Capitol Sales and is current with all its financial obligations.

The Consultants banking relationship with Wachovia Bank is 10 years old and has significant cash on hand for operations and for investments if necessary.

The Consultant can provide financial statements, trade references and bank references as needed.

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2. Proposal (Continued)

2.7 RFP Section 6.3: Pricing

2.7.1 Fixed Pricing:

Based on 260 business days and an average of 4 hours on-site per business day, 1.5 hours remote HelpDesk support per business day for categories 1, 2, 3 and 5 and monitoring and notification of all major computer network services. AV support is based on an average 22 hours of support per month:

- i. On-site support for Categories 1, 2,3 and 5 (4 hours): \$99,800 per annum
- ii. On-site support for Categories 1, 2,3 and 5 (6 hours): \$131,700 per annum
- iii. On-site support for Categories 1, 2,3 and 5 (8 hours): \$159,800 per annum
- iv. On-site support for Category 4 based on standards in 5: \$26,400 per annum
- v. Remote HelpDesk and Monitoring \$33,300 per annum

2.7.2 Options' Pricing:

Additional on-call support as required (Time and material):

- i. Computer related (server and client side) on-site calls: \$125 per hour
  - Minimum 1 hour charge
- ii. Computer related HelpDesk support \$80 per hour
  - Minimum ¼ hour charge
- iii. Cabling \$70 per hour
  - Minimum 1 hour charge
  - Cabling will generally be quoted as a project
- iv. Audio/Visual service \$110 per hour
  - Minimum 1 hour charge

\* *It is probable that the majority of the variable portion will be projects with specific deliverables in which case the hourly rate may be negotiated and/or fixed labor estimates may be agreed upon*

\* *There are no overtime premium charges, regardless of when service is provided*

\* *Trip charges will not apply to the Town due to proximity of the Consultant*

\* *Telephony service is not quoted since the Town has a T3 phone service contract*



### 3. Additional Instructions

#### 3.1 Response to RFP Section 7, Additional Instructions

Consultant agrees to the following instructions and/or disclosures:

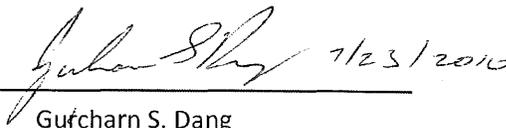
- ✓ Conditions of work as stated in the RFP
- ✓ Consultant does not intend to use subcontractors at this time. All work to be done per the RFP will be performed by Consultant's employees, however if the occasion arises in the future, Consultant agrees to the terms as stated in the RFP.
- ✓ Criminal background investigations *as stated in the RFP*
- ✓ Public Information
- ✓ Public Entities Crime Form
- ✓ Affidavit Certification Immigration Laws
- ✓ Consultant acknowledges receipt of the Professional Services Agreement
- ✓ Commercial Warranty
- ✓ Alternatives/Exceptions
  - Consultant asks for more discussions on the Indemnification clause *in Item J on page 7* of the RFP and Paragraph 2.07, Article 3.2 of the Professional Services Agreement.
  - Consultant has included remote HelpDesk services as part of the fixed annual cost in addition to the 4 hours of on-site service. This is subject to negotiation.
- ✓ Presentation: Consultant looks forward to presenting to the Town if and when required
- ✓ Negotiations: Consultant looks forward to presenting in person to the Town if and when required

Remainder of the Response Consists of the Required Attachments



#### 4. Acknowledgement and List of Attachments

- Signed Addendum 1 (Included in Appendix)
- Signed addendum 2 (Included in Appendix)
- Public Entities Crime Form properly completed, signed and notarized (Included in Appendix)
- Affidavit Certification Immigration Laws properly completed, signed, and notarized (Included in Appendix)
- The Consultant hereby acknowledge receipt of the Professional Services Agreement as part of the proposal submission, and acknowledge the Professional Service Agreement shall be executed by all parties in its current form (after clarification of the indemnification clause as stated herein):

  
\_\_\_\_\_  
Gurcharn S. Dang  
President

- List of Subcontractors: None to be used (Contractor will follow instructions in the future if this changes)
- Lost Service Contracts:
  - Cox and Nici, 1185 Immokalee Rd., Suite 110, Naples, FL 34110  
Competitor came in and gave a fixed monthly bid that Softrim could not match.
  - Kensington Country Club, 2700 Pine Ridge Road, Naples, FL 34109  
Decided to go with a competitor because of pricing and came back to Softrim in 5 months, currently a customer of Softrim.
  - Bruce L Scheiner, 4020 Evans Avenue, Ft. Myers, Florida 33901  
Has been a customer for 8 years but for 2 months in 2007, terminated contract to go with a Tampa based large IT firm that specialized in law firms, felt Softrim provides better service and is currently a customer of Softrim.



### **Appendix: Additional Documentation**

- ✓ Signed copy of Addendums 1 and 2
- ✓ Public Entities Crime Form Affidavit
- ✓ Certification of Immigration Laws Affidavit
- ✓ Acknowledgement of receipt of the Professional Services Agreement as part of the proposal submission – Page 40
- ✓ List of subcontractors, including the name and address of each subcontractor – Page 40
- ✓ Technical support service contracts to which the Respondent was a party that have been terminated, and the reason for termination – listed on Page 40.



**ADDENDUM TO CONTRACT DOCUMENTS**

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CONTRACT/PROJECT NAME: Technical Support Services  
for the Town of Fort Myers Beach

Addendum No.: 1

DATE OF ISSUE: July 9, 2010

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The following information shall be included in the Contract documents and is hereby made part of the project bidding documents in the form of clarification, addition, deletion or revision to the contract specifications and/or drawings.

---

1. The Town requests that parties interested in responding to Request for Proposals, Technical Support Services for the Town of Fort Myers Beach #RFP-10-01-AD, complete the Registration Form attached to this Addendum No. 1 as Exhibit A, and submit the completed form to the Town on or before July 16, 2010. Forms may be submitted in person at Town Hall, via mail, fax, or email to Susan@FortMyersBeachFL.gov

Respondents are solely responsible for checking the Town web site for the issuance of any addenda prior to submitting a proposal, and for providing the Town with a current email address and facsimile number for this purpose.

---

Susan Malay  
Contracts Manager  
Town of Fort Myers Beach  
2523 Estero Blvd.  
Fort Myers Beach, FL 33931  
239-765-0202 ext 116

*Acknowledgement*

*Susan Malay 7/23/10*

**ADDENDUM TO CONTRACT DOCUMENTS**

Addendum No.: 2

CONTRACT/PROJECT NAME: Technical Support Services for  
Town of Fort Myers Beach

DATE OF ISSUE: July 16, 2010

The following information shall be included in the Contract documents and is hereby made part of the project bidding documents in the form of clarification, addition, deletion or revision to the contract specifications and/or drawings.

**Optional Pre-Proposal Conference  
Minutes  
July 14, 2010**

The optional pre-proposal conference was held at 11:00 AM on July 14, 2010, at Town of Fort Myers Beach Town Hall, 2523 Estero Blvd., Fort Myers Beach, FL 33931.

A copy of the sign-in sheet is attached as "Exhibit B". A list of registered vendors as of July 16, 2010 is attached as "Exhibit C".

Susan Malay, Town of Fort Myers Beach Contracts Manager, opened the meeting at 11:00 A.M. with brief introductions. She then gave an overview of the proposal requirements and the Town's required services, and went through the Pre-Proposal Agenda as incorporated herein.

Questions were received from those in attendance during the pre-proposal conference, during a tour of Town Hall, and during a tour of the Bay Oaks Recreation Center. An additional question incorporated herein was received in writing in advance of the pre-proposal conference. The following is a listing of the questions presented with the responses in italics:

1. A question was raised concerning the area of Service Desk Support and the Town's request for vendors to use and make available to the Town a tracking mechanism to document and track service requests. *The Town requests the vendor to provide a computerized method for service requests to be logged, prioritized, tracked to completion, and used as a resource for reporting. The Town desires both the vendor and the Town to have online access to the tracking method in order to review and prioritize requests. It is up to the vendor to propose whether or not the Town would enter service requests into a system.*
2. A question was raised concerning the opportunity to tour the Town facilities to observe the technical environment. *The Town offered participants to tour Town Hall and the 3 other Town locations upon the conclusion of the meeting.*
3. A question was raised as to the backup methods currently utilized by the Town. *Currently full backups of all servers are conducted daily. The Town has initiated plans to also capture backups for a weekly off-site rotation.*

*Acknowledgement*  
*Susan Malay* 7/23/10

**EXHIBIT I - PUBLIC ENTITY CRIME AFFIDAVIT**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to TOWN OF FORT MYERS BEACH  
(print name of public entity)

by GURCHARN S. DANG, PRESIDENT  
(print individual's name and title)

for SOFTRIM CORPORATION  
(print name of entity submitting sworn statement)

whose business address is 9210 ESTERO PALM COMMONS BLVD  
UNIT 5, ESTERO, FL 33928

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-1015075  
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: 352664418.)

2. I understand that a "public entity crime" as defined in Paragraph 287.233(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, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (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 a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" 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
5. 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 a 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 public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Request for Proposals – #RFP-10-01-AD  
Technical Support Services for Town of Fort Myers Beach

SD Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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.

\_\_\_\_\_ 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 it was not in the public interest to place the entity submitting this 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 PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH 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]  
(Signature)

Sworn to and subscribed before me this 26 day of July, 2010

Personally known \_\_\_\_\_

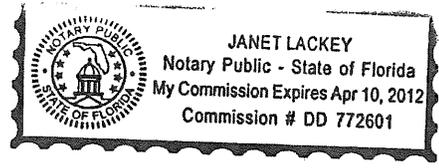
OR Produced Identification FL DL  
D520 297 50 455 0  
(Type of Identification)

Notary Public – State of FL  
My Commission expires 4-10-2012

[Signature]  
(Printed typed or stamped)

commissioned name of notary public)

(Rev. 3/20/07)



**EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

Date: \_\_\_\_\_, 20\_\_

TOWN OF FORT MYERS BEACH WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

TOWN OF FORT MYERS BEACH SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROVIDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: SOFTTRIM CORPORATION  
Gurcharn Singh President 7/23/10  
(Signature) (Title) (Date)

STATE OF FL  
COUNTY OF Lee

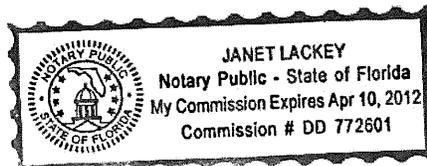
The foregoing instrument was signed and acknowledged before me this 26 day of July, 2010, by Gurcharn Singh Dang who has produced  
(Print or Type Name)

DL FL D520 297 50 4550 as identification.  
(Type of Identification and Number)

Janet Lackey  
Notary Public Signature

Janet Lackey  
Printed Name of Notary Public

DD 772601 4-10-2012  
Notary Commission Number/Expiration



**The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

# ACME COMPUTER SERVICES

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Proposal to Provide

## Technical Support Services for the Town of Fort Myers Beach

In Response to Request for Proposal #RFP-10-01-AD

Prepared by J K DeMent  
7/26/2010

*J. K. DeMent*  
Original

9142 Bonita Beach Rd., Bonita Springs, FL 34135  
(239) 947-ACME(2263) • (239) 498-0392 fax  
Email: [info@acmecomputers.net](mailto:info@acmecomputers.net) • Web site: [www.acmecomputers.net](http://www.acmecomputers.net)

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## Inclusions

Proposal to Provide Technical Support Services to the Town of Fort Myers Beach

In response to RFP-10-01-AD

- 6.1 Technical Knowledge and Competence of ACME Computer Services Inc
- 6.2 Company History and Service Orientation
- 6.3 Price Breakdowns of Proposed Services
- 6.4 Sub-consultant Information:

ABG World Video and Audio Productions

Resumes:

Hank DeMent  
Dale Boyd  
Steven Twiss  
Jinger DeMent  
Denis Roche  
Alexander Goldstein

References:

Selected letters of recommendation

Public Entity Crime Affidavit:

ACME Computers  
ABG World

Affidavit Certification of Immigration Laws

Acknowledgements of Professional Services Agreement and Addenda

# ACME COMPUTER SERVICES

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## Proposal to Provide Technical Support Services to the Town of Fort Myers Beach

In response to RFP-10-01-AD

Bidding on all categories of RFP

### 6.1 Technical Knowledge and Competence of ACME Computer Services Inc:

#### Categories 1, 2, 3 and 5

ACME Computer Services, Inc. is completely equipped and competent to meet the technical needs of the Town of Fort Myers Beach. ACME staff will supply hands on server management; service desk support; network administration; network security; remote monitoring of servers and desktops; and coordination of effort with the town's software, telecommunication and internet providers to ensure smooth operations. Staff technicians are available for dispatch or telephone support Monday through Friday 8:30 AM to 5:30 PM and after hours as required. Proximity to the Town is not only a convenience, shortening travel and response time; it also results in cost savings to the Town allowing for more professional help in less time and at lower cost.

**Qualifications:** ACME currently supplies network services under contract with 3 entities of similar size for which references and letters of recommendation have been attached. In addition they regularly support more than 40 network customers and their associated work stations which are not under formal contract. ACME has successfully served approximately 4000 customers since their inception in 1994, and is familiar with the specifics of a wide range of IT issues, platforms, hardware and systems for the past 20 years. Hank DeMent, CEO is certified as a Microsoft Certified Systems Engineer. He holds or has held Citrix Certified Administrator, Microsoft Certified Professional, Microsoft Certified Systems Administrator, COMPTIA A+ and many others. ACME staff technicians have also had extensive technical training and are certified by Microsoft, IBM, Lenovo, Toshiba, HP, HP Laser Printers, and Linux Redhat and others. They have extensive Help Desk experience and enjoy problem solving for customers (see resumes).

The Town's desired response times and priority definitions are agreeable to ACME, but due to the potential complexity of issues involving electrical, internet or telecommunications failures

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which are out of ACME's control, they cannot be contractually guaranteed. Every effort will be made to solve each issue as rapidly as possible.

## Categories 4 and 5 Sub-consultant ABG World

Audio/Visual Support is to be provided by ABG World Video and Audio Production, a highly qualified Naples Florida production company whose particulars and references are included here. ABG World LLC is a Florida limited liability company which has been operating in Naples since 2006. Prior to this they operated in the State of New Jersey since 1997 as ABG World, Inc. The company is owned and managed by Alexander Goldstein and Marina Berkovich. In projects of this scope, 2-3 employees will be involved and others may be introduced, as required.

Alex Goldstein and Denis Roche are recognized broadcast and audio/video professionals who have handled dozens of large and small scale production and engineering projects similar in scope to what Town of Ft. Myers Beach is seeking in the proposal. *The exact same project type was designed by Denis Roche and is currently operating for the City of Charleston Illinois, though it's operation is through a local PBS affiliate.*

By hiring ABG World, the Town of Ft. Meyers Beach is sure to receive recommendations for best industry practices and state of the art equipment recommendations when needed.

## 6.2 Company History, Service Orientation and Financial Stability

ACME Computer Services, Inc. under the hands on leadership of Hank DeMent has been continuous operation at their current Bonita Beach Road location for 13 years providing network services, network administration, hardware sales, PC, server and printer/peripheral repair and network design. They supply remote network, server and desktop monitoring to their clients and take pride in maintaining a personal and professional level of service by electing to answer phones directly. By keeping to this personal approach they have been able to successfully provide rapidly responsive repair services for end users and business clients; servicing various equipment

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across a multitude of platforms. Their winning strategy of making computing simple for customers has kept them in business while many local competitors have fallen by the wayside.

Hank DeMent, MCSE will serve as Lead Project Manager and Senior Systems Engineer for this project and be assisted by 1 to 4 competent technicians to man the Help Desk and travel to the Town's various work sites as needed. He will set up and supervise the remote monitoring of the Town's various computer systems. Initially he will assess the Town's current configuration to determine functionality, user satisfaction, cost effectiveness, internet security status, and potential vulnerabilities. Together with ACME technical staff, and the Town's Contact person he will make recommendations based on the results of that assessment and the perceived needs of the town. He will likely recommend implementation of a system to effect remote repairs of servers, PCs and rapid assistance to meet the needs of Town staff. He will also implement an automated record keeping system to monitor work flow.

ACME staff are carefully selected and trained in polite professional client interface. All ACME staff members realize that technical systems can be frustrating for users at times. They want to serve all of their customers in a respectful and helpful manner and are pleased to answer any question posed in a way that respects the dignity of the one asking. The Town's staff will be pleased to interface with ACME staff members.

**Community service:** ACME has been actively serving the community by establishing and carrying out a 12 year old program to get free personal computers into the homes of needy local middle school children and disabled individuals. ACME technicians have donated 100s of hours to this successful project, and teachers, customers and community members have generously donated much needed equipment to make this program possible.

**Technology recommendations:** Our initial thoughts are that the Town should consider a hosted exchange solution; standardization of desktop hardware and software; and rethink their backup and disaster recovery solution. More considered recommendations will be made following our assessment.

# ACME COMPUTER SERVICES

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**Affirmative action program:** The Company, though small, is committed to proactively searching to hire qualified minority members when openings do arise, by making openings available on various school and public job listing services. ACME employee numbers have ranged over the years between 3 and 8. They are an equal opportunity employer.

**Financial Stability:** The Company has been operating for 13 years in its present location and carries virtually no debt.

## 6.3 Price Breakdown of Proposed Services:

### Categories 1, 2, 3 and 5

Four hours per business day of combined services as outlined in the Professional Services Agreement and partially delineated below. Annual cost for categories 1, 2, 3 and 5 is: **\$89,576**

#### Included:

- ✓ Provide up to 4 hours per work day of onsite service as requested by employees of the Town.
- ✓ 24 hour 7 day proactive remote monitoring, analysis and remediation for all servers; administer security for servers and distributed systems; 24 hour 7 day remote monitoring, analysis and remediation for desktops including daily anti-virus and anti-spyware scans; Semi-annual vulnerability assessment of IPs and associated complete server management and network maintenance functions.
- ✓ Provide Telephone Service/Help Desk support during ACME business hours of Monday through Friday from 8:30 to 5:30. In most cases the call will ring directly to a qualified, service oriented ACME Technician. Service/help requests can also be proffered via email. (Limited availability is made for important off hours requests for help without additional charges).

# ACME COMPUTER SERVICES

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- ✓ Maintain service logs for onsite service, helpdesk requests in minimum increments of 15 minutes.
- ✓ Work with Town staff as needed to assess systems, plan routine projects, make purchase recommendations, assist with planning, provide documentation of work, maintain inventory of equipment.
- ✓ Assist employees with integration of mobile devices, installing software or hardware as needed, and maintain peripheral devices.
- ✓ Work cooperatively with the Town's other vendors to maintain the smooth IT, Internet connectivity, Telecommunications and email functions required by the Town.

Excluded from the contract is the purchase of equipment or supplies. It is expected that the Town will provide for necessary purchases of hardware, software and supplies to complete their mission. Hours over the contracted number will be billed at ACME's normal onsite rate of \$95.00 per hour plus a single \$29.00 trip charge. After hours and/or emergency weekend services will be billed at \$125.00 per hour plus a trip charge of \$29.00.

Six hours per business day of combined services annual cost for categories 1, 2, 3 and 5:

\$124,526

Eight hours per business day of combined services annual cost for categories 1, 2, 3 and 5:

\$159,576

## Categories 4 and 5

Annual cost to fulfill services outlined in section 4.4 of RFP Audio/Visual Services:

\$29,580

This includes up to eight hours per week onsite. Hours needed over the contracted number will be billed at \$125.00 per hour.

# ACME COMPUTER SERVICES

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## 6.4 Subcontracting of ABG World Video and Audio Productions as Sub-consultant

ABG World business practices are I-DAQ (Integrity, Dependability, Accessibility and Quality). In their multi-faceted endeavors they have serviced clients of diverse ethnic and cultural origins, different organizational sizes and needs. While doing so ABG has maintained a low number of employees to ensure that the owner-involved approach to every facet is consistently applied. They are small and local and yet they have diverse exposure, experience and are familiar with current best practices in audio visual production. They are community-oriented and would offer to the Town of Fort Myers Beach their considerable expertise in an economical fashion.

### Professional Qualifications of ABG Staff:

**Alexander Goldstein, Principal** has been in the television, broadcasting and film industry for 25 years in various production capacities – pre-production, production, post-production, creative director, linear and non-linear editor and music composer.

Since relocating to Florida, Alex has produced 23 films for Naples Historical Society in High Definition as well as continuing to maintain his involvement with international and national TV and film production. He is the recipient of the Videographer Award 2009 and 2010 for his work on “Kings of the Dance II”.

Alex has thorough knowledge of all aspects of the live production process and would lend his expertise and creativity to Town of Fort Myers Beach productions.

**Denis Roche, Engineer/Studio Designer** is a 30 year veteran television station engineer and senior manager.

He is well versed in all facets of audio and video production and engineering including design and purchase of new equipment on both large and small scales.

As Director of Engineering and General Manager of WEIU TV in Charleston, Illinois, Denis designed and purchased a system to record and playback video for city meetings in Charleston,

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Illinois. These meetings were broadcast to local cable in the exact way described in the RFP for Fort Myers Beach.

The system was used for all city meetings, debates and some special events over a 5 year period and continues today.

As seen in his resume, Denis has an extensive background in customer service and in dealing with people in both the professional world and the private sector. A list of references is supplied along with his resume.

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## RESUME

### Hank DeMent, MCSE

27182 Jackson Ave. Bonita Springs, FL 34135  
239-633-4366 - [traderhank@acmecomputers.net](mailto:traderhank@acmecomputers.net)

Providing energetic technical leadership to ACME Computer Services for the past 15 years as they supply responsive Information Technology services to their valued customers

#### Work Experience:

1994 to the Present: Co-founder and CEO of ACME Computer Services, Inc., a Florida corporation providing computer and IT services to individuals and business customers. From their retail location in the Ace Sunshine Plaza they sell, service and repair multiple brands of PCs and Servers. They also supply onsite service and administer several business networks.

Pre 1994: Sales of financial services and insurance products. Held NASD Series 6 License

#### Education and Training:

- 2008 United States Coast Guard U. S. Merchant Marine Officer, Master of Steam, Motor or Auxiliary Sail Vessels, Near Coastal Waters under 50 tons
- 2002 Microsoft Certified Systems Engineer awarded by the College of Business of Florida Gulf Coast University, Center for Technology Education
- 1998 FasTrac Entrepreneurship Training sponsored by the Kauffman Foundation
- 1968 to 1970 Bachelor of Science Program, Southwest Missouri State University

**Certifications:**

IBM Business Partner; qualified and trained on xSeries Servers, Warranty basics for Administrators, Mobile Systems, Desktop Systems

Lenovo Services Partner; Warranty Basics for Technicians

Citrix MetaFrame Administration

**Community Service:**

Since 1999 overseeing a unique program to enable disadvantaged school children and disabled individuals to acquire a free PC through local schools by coordinating equipment donations, supplying the technical expertise and giving the complete PC with printer to a needy person.

**Professional Memberships:**

Bonita Springs Area Chamber Of Commerce; Collier Building Industry Association

**Military Service:**

1970-1973 United States Marine Corps Viet Nam Era, Honorably Discharged

# DALE T. BOYD

1423 Mohawk Pkwy ♦ Cape Coral, FL 33914 ♦ (239) 826-7308  
dboydf1@yahoo.com

## SUMMARY

**Network Administrator/Desktop Customer Support** professional with over 15 years of experience supporting networks and servers in Microsoft, Novell, and Banyan environments and 15 years of providing customer technical service at the desktop level. Provided technical solutions to a wide range of ever-changing technologies with the ability to grow with the computer and communications industry and implement those changes while maintaining a very high level of support for the current systems in use. Key qualifications include:

- Owner of computer services company
  - Network connectivity, routing, and configuration
  - National level Tier II Call Center and Help Desk support
  - Wireless networking and VOIP installation, configuration, and security
  - Maintained customer service satisfaction above 99%
  - Supervision of maintenance and installation teams
  - Server configuration, installation, backup, and maintenance
  - Installed and maintained Exchange, SQL, SMS, Cold Fusion, and IIS servers
- Interacted and supported, with a superior level of satisfaction, a wide variety of high profile VIP's including the U.S. Surgeon General; the Directors of the Bureau of Alcohol, Tobacco, and Firearms (ATF) and the Food and Drug Administration (FDA); the Commander of the Blue Angels; and the Lee County Florida Board of County Commissioners, County Manager, and County Attorneys' offices.

**CERTIFICATIONS:** COMPTIA A+ Certification, Microsoft Certified Professional  
IBM Service Certification: Warranty Basics for Technicians, Desktop Warranty Service Certification, Mobile Systems Warranty Service Certification

## PROFESSIONAL EXPERIENCE

- ATOS ORIGIN**, Fort Myers, FL **2005-2010**  
*Senior Desktop Support Technician*
- IT support contractor for most of the Lee County, Florida government
  - Project Team Supervisor - 6 member team installing, repairing, and upgrading Desktop and Mobile PC's, and handheld devices (Treo and Blackberry)
- COMPUSA, INC.**, Fort Myers and Orlando FL **2004-2005**  
*Technology Sales Representative*
- Sony Electronics, Inc.**, Fort Myers FL **2003-2004**  
*National Help Desk II / PC Technical Representative (Part-time)*
- Acme Computer Services**, Bonita Springs FL **2002-2004**  
*Service Manager*
- Supervised the activities of 4 technicians and provided bench repairs of customer computer equipment at the retail store. Installed and maintained Windows 2000/2003 servers, Point-of-Sale (POS) systems, and peripherals for several businesses in the Bonita Springs and Naples, FL area.
- User account administration, network connectivity, Voice over IP (VOIP) installations, and PC and peripheral maintenance.
  - Performed all IBM Desktop, Mobile System, and POS warranty repairs for all of the southwest Florida area.

**DATACOM SCIENCES, INC.,** Rockville, MD  
*LAN Specialist IV*

**1994-2002**

- Maintained a server farm of 50 Windows NT/2000 servers, multiple Cisco routers and Pix firewalls, and Enterasys Gigabit switches. Migrated a Banyan Vines LAN to Windows and lead the Indian Health Service's Y2K effort.

**COMPUTER WIZARDS,** Rockville MD  
*Owner / Sr. Technician*

**1997-2002**

### **OTHER WORK EXPERIENCE**

**INNOVATIVE TECHNOLOGY SYSTEMS, INC.,** Landover, MD  
*Help Desk/Systems Analyst*

**FEDERATION OF MOBILE HOME OWNERS OF FLORIDA, INC.,** Largo, FL  
*Computer Department Supervisor*

**WANG LABORATORIES, INC.,** Rockville, MD  
*Customer Engineer*

### **MILITARY EXPERIENCE**

Served for 6 years in the **United States Navy** as an **Aviation Electronics Technician**.

- Attended over 2 years in an advanced electronics curriculum, scoring in the top 5% of the class
- Repaired A-6 aircraft radar systems and the test bench used to maintain them
- Calibrated test equipment used to maintain the Navy's Blue Angels squadron
- Rapid promotion in historic time to Second Class Petty Officer and then First Class Petty Officer
- Served aboard the U.S.S Eisenhower and U.S.S. Saratoga aircraft carriers

### **EDUCATION/TRAINING**

#### **UNITED STATES NAVY**

Advanced Lifesaving and Water Safety; Precision Measuring Equipment Calibration; Search Radar and Test Console Repair and Maintenance; Advanced Electricity and Electronics; Basic Electricity and Electronics; Naval Basic Training

**DIPLOMA,** Accelerated graduation, Dixie Hollins High School, St. Petersburg, FL

#### **HTR, INC. MICROSOFT CERTIFIED TRAINING**

Administering Microsoft Systems Management Server 2.0; Windows 2000 Network and Operating System Essentials; Implementing Microsoft Windows 2000 Professional and Server; Supporting Microsoft Systems Management Server v1.2; Internetworking with Microsoft TCP/IP on Windows NT 4.0; Windows NT Server Administration

#### **I-NET BANYAN CERTIFIED TRAINING**

Banyan Vines Advanced Network Administration; Banyan Vines Network Administration

#### **MICRO CENTER COMPUTER EDUCATION**

Advanced System Administration for Novell Netware; System Administration for Novell Netware

#### **WANG LABORATORIES, INC.**

VS Intermediate Systems, Advanced Telecommunications, Faslan, Laser Printers, Fixed and Removable Storage Drives, Phoenix Disk Drives, Phase I and II - Word Processing Systems and Peripherals Repair

**STEVEN TWISS**  
3770 Whidbey Way - Naples, FL 34119

239-216-0169

dayzero12@gmail.com

*IT Technician with strong customer interface/effective communication skills, knowledge of networks and operating systems, and initiative to expand knowledge*

**COMPUTER SKILLS**

- **Hardware:** Perform upgrades and repairs on servers, desktops and laptops.
- **Operating Systems:** Windows 95, 98, NT 4.0, Windows 2000, Windows XP, Windows Vista, Windows 7, Windows 2000/2003/2008 Server, Novell NetWare 5, DOS, Mac OSX
- **Networking:** LAN, WAN, TCP/IP, DNS, DHCP, Wireless Network Technologies
- **Software:** Adobe Photoshop Elements 2.0, Quickbooks Small Business Professional 2006, Microsoft Word, Microsoft Works, Microsoft Outlook, Citrix, Xen Server

**WORK HISTORY**

ACME Computer Services, Bonita Springs, FL, 2006-Present

**Computer Technician**

Tasks include repairs of desktops, laptops, servers, printers, networks, and remote help desk support for contracted businesses and others

FASHIONATION STATION, Naples, FL, 2004-2006

**Head of Operations for Small Internet-Based Business**

Responsible for inventory management, sales, marketing, bookkeeping, shipping and handling of merchandise, customer phone/e-mail support, computer maintenance and upgrades, and network support

FOOD BASKET GROCERY STORE, Garden City, NY, 1995-2004

**Manager of the Dairy Department, 2002-2004**

Tasks included supervision of the Dairy Department and its employees, ordering and organizing inventory, and assisting customers

**Retail Salesperson, 1995-2002**

Responsible for assigned area of Grocery floor, ordering and organizing inventory, training new employees, and assisting customers

**EDUCATION**

COMPUTER CAREER CENTER, Garden City, NY

**Certificate in Network Administration, 2002**

HOFSTRA UNIVERSITY, Garden City, NY

**Communications Program, 1999-2001**

NASSAU COMMUNITY COLLEGE, Garden City, NY

**Liberal Arts Program, 1997-1999**

WEST HEMPSTEAD HIGH SCHOOL, West Hempstead, NY

**High School Diploma, 1992-1996**

Jinger K DeMent, BA  
27182 Jackson Avenue  
Bonita Springs, Fl 34135  
[jingerkay@acmecomputers.net](mailto:jingerkay@acmecomputers.net)  
239-633-4367

*Objective:*

To apply my writing, interviewing and teaching aptitudes in an academic, a development or a non-profit environment, here or abroad; to use my life experiences in interfacing successfully with all kinds of people to pursue a new direction

*Formal Education:*

2010 Bachelor of Arts in Anthropology, Florida Gulf Coast University  
Focus on Ethnographic Research Methods, Applied Anthropology, Caribbean Culture Area, Oral History Interviewing and Writing

1978-1981 Bachelor of Science Program, Western Michigan University  
Anthropology, Broadcast and Print Journalism, Inter-racial and Interpersonal Communications, International Relations, Literature and History

*Work Experience:*

- Ethnographer for SmartRevenue using anthropological methods to conduct point of purchase observations and interviews in behalf of major distributors of consumer goods - present
- Cofounded and co-operated a successful Computer Networking, Repair and Training facility in Southwest Florida from 1995 until the present time
- Worked as a Scientific/Technical Recruiter and Interviewer from 1984 to 1987 in which it was my task to locate, identify, interview and recruit appropriate candidates for various multinational and local clients in the San Diego, California area
- Worked as a Marketing Research Investigator/Interviewer for Burke Marketing Research in their San Diego office from 1981 to 1984

*Business Training:*

2002 - CIW- Certified Internet Webmaster Training, SBA

1998 - FasTrac Entrepreneurship Training sponsored by the Kauffman Foundation

*Interests and Hobbies:*

Offshore ocean sailing and travel - reading history and the classics - herb gardening and folk medicine as applied in various cultures - international cooking -volunteer teaching

Member of the American Anthropological Association, the Bonita Springs Area Chamber of Commerce, the Estero Island Historical Society, and the FGCU Anthropology Club

*Academic portfolio and references are available upon request*

# Denis J. Roche

27099 Matheson Ave. Bonita Springs, FL 34135

H (217) 549-1514

denisroche@yahoo.com

## TELEVISION STATION ENGINEERING DIRECTOR & GENERAL MANAGER

*Leading from the Front*

Highly experienced Senior Level VP/Director/GM in the Broadcast Field, with a history of consistent success. Visionary with exceptional technical and people skills. Expert in the building and rebuilding of infrastructure, forward-looking, driven, with an instinct for business opportunities and a reputation as a tough negotiator. Adept at analyzing people skills in staff and potential staff.

Accustomed to adversity, resistant to rejection, and practiced in the patient and consistent attainment of personal and professional goals. Honest, able, and competent leader, a superior communicator and listener, delivering proven and measurable results in every professional endeavor, including growing audiences and substantially increasing station revenues.

- A builder of high-performance teams who thrives in environments requiring a high level strategist and a big picture thinker, as well as hands on technical experience. Proven management skills utilized in driving profitable and cost effective collaboration between all stakeholders and critical station operations.
- A top resource in programming, networking services, and station architecture, skilled in developing exceptional relationships through personal example and technical knowledge.

### CORE COMPETENCIES

**Infrastructure Design • Finance • IT • Traffic • Revenue Generation • Community Outreach • Non-profit For-profit • Fundraising • Interfacing Products • Engineering Support • System Design Implementation Oversight • Training • Forecasting • Reporting • Telecommunications • Mass Media Inventory Control & Management • Satellite Uplink Management Executive-level and Customer Presentation • Manufacturing**

### EXPERIENCE

**WEIU TV and FM - Eastern Illinois University** Charleston, IL

2004 - 2010

#### **Director and General Manager**

Manage entire operation including oversight of Engineering, IT, and Traffic departments. Responsible for overall financial and technical vision. Restructured staff to a vertical reporting system and realigned duties among key staff. Reorganized programming schedule, increasing audience from 10,000 to 25,000.

Spearheaded digital transition from start to finish. Redesigned studio infrastructure for shared storage environment, enhancing data flow and student experience. Created tape-free file based environment and Avid Partnership. Reconstructed nightly live news to rival the best commercial newsrooms in the country.

Started local production business which attained revenue of \$100,000 per year. Negotiated deal with Consolidated Communications to produce local channel generating commercial sales of \$50,000. Secured \$500,000 PTFP grant to bring entire TV station up to HD level. Garnered station \$313,000 in back funding from the Corporation for Public Broadcasting.

- Obtained cable and satellite carriage to reach ten times the original audience, from 125,000 to approximately 500,000 households.

**WEIU TV and FM continued**

- Engaged station in community projects for outreach and revenue generation through partnering with other non-profit and for-profit entities. Led fundraising effort through membership plan, increasing membership to 500 in 2008, and expected to exceed 1000 this year.
- Reorganized underwriting sales, raising revenue from under \$50,000 to \$200,000 in two years.
- Negotiated cell phone company rental leases, bringing in over \$80,000 per year.
- News program "News Watch" won Emmy for best student newscast.

**Leitch, Inc.**

2001-2004

**Director, Customer Service, Americas**

Supervised 3 Regional Managers with departments consisting of 25 Field Engineers and 40 Customer Call Center Engineers. Utilized substantial depth of knowledge of servers, routers and master control switchers as well as interfacing products

- Main high-level technical and logistical interface for all Leitch customers for North, Central, and South America for all Leitch products and worldwide for Leitch server products.

**Teleglobe, Inc.**

1999-2001

**Senior Sales Engineer**

Responsible for Sales Engineering Support including qualifying customer needs, system design, implementation oversight, and customer training as required.

- Designs comprised MPEG Video and Audio over ATM and Satellite and various combinations. Included worldwide IP Connectivity, MPEG2 Video over ATM and Satellite connectivity engineering.

**EABC/Skyview**

1993-1999

**Senior VP, Broadcast Operations & Engineering**

Complete technical and operational oversight of 20 TV networks and radio studios, traffic, and libraries for multi-language satellite and cable subscriber network. Designed all satellite and fiber connectivity. Spearheaded the analog-to-digital transition of facility.

- Successfully engineered and project managed analog-to-digital transition for multichannel (20) transmission, production and live news facility. Brought company from one part-time television channel to 20 full-time channel capability. Oversight of department of 85 persons.

**Other Professional Contributions**

Delivered at a high level in engineering, operations, production, and hands-on repair and maintenance of television broadcast equipment.

**EDUCATION**

**Bachelor of Science, Electrical Engineering** Pacific Western University San Diego, CA

**PROFESSIONAL CERTIFICATIONS**

**Telecommunications Engineering Program Certificate** University of Wisconsin  
**Electronics Technology Certificate, 18 credits toward EE** GTE Sylvania Technical School  
**Auto-Cad** Eastern Illinois University

**American Management Associates**

Finance and Accounting for the Non-Financial Executive  
 Managing Superior Customer Service Inventory Control and Management

**Satellite Uplink Management Training** Norm Weinhouse Associates

# ***Alexander Goldstein***

## **Principal of ABG World LLC**

1522 Whispering Oaks Circle  
Naples FL 34110  
Tel. 239-566-1771  
Cell 201-456-6279  
E-mail: [abgworld@gmail.com](mailto:abgworld@gmail.com)

### **USA Experience Only**

#### **ABG World LLC, Video & Audio Production Company Naples, FL 2006-present**

Position: Managing Member of the LLC/Principal

The scope of my recent engagements includes: delivery of film, TV shows, commercials, infomercials, music videos, concerts and theatrical performances for local, national and international broadcast. I run a full production company including live event production, post production, music composition, arrangements and sound editing for film and television. I have the licenses of several music libraries and am a member of ASCAP as a Composer.

As the principal of a small, full production company, I continue the application of core professional values, as my reputation compels me to do, while maintaining continuing education and technical credentials to keep on top of progressive changes in the industry.

#### **ABG World, Inc. Video & Audio Production Company Leonia, NJ 1997-2006**

**Position Held: President**

Predecessor company of ABG World LLC prior to relocation to Florida.

#### **Sky View Media Group, Fort Lee NJ, WMNB and EABC 1992-1999**

Positions held during employment: Video Editor, Music Composer, Broadcast Manager, Creative Director

Duties and Responsibilities: every aspect of live broadcasting, specializing in whatever it takes to get and keep programs on the air, while supervising multiple projects, keeping an enormous amount of information viable and relevant, assuring the technical implementation and financial feasibility on an hour-to-hour basis and preserving quick and balanced judgment, integrity, and hands-on-validity.

## Education

Moscow State Music Institute, Gnessin School of Music, Masters Degree, Conductor and Performer  
Future Media Concepts, NYC, AVID Editor

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## Directorial Credit Selections

**NAPLES ORAL HISTORIES: “If These Walls Could Talk”** Release: 2010  
30-minute historical preservation documentary film and 22 individual family history films, from 45 minutes to 2 hours long, High Definition production, Blue Ray product, featuring interviews with Naples, FL founding families members and materials from client’s historical archives.

Client: Naples Historical Society, Florida

### **TIME OUT**

Release: 2005-2010

121 half hour episodes of entertainment TV Show featuring career biographies and interviews with American and European musicians and celebrities. Airs in Russian on NTV America world-wide.

Client: Time Out Media, New York

### **WE GOT IT GOOD**

Release: 2010

20 minute documentary film, featuring interviews with world-renown ballet artists and choreographers.

Client: Ardani Artists, New York

### **KINGS OF THE DANCE**

Release: 2006-2009

Films 1,2 and 3 Video Opening of the live ballet production

Client: Ardani Artists, New York and Orange County Performing Arts Center, CA

### **ASCENSION FROM OLYMPUS**

Release: 2009

45 minute documentary feature, about Bolshoi on Ice aka Igor Bobrin’s Ice-Theatre, featuring theater performances world-wide and European, World and Olympic competition performances of its famous stars.

Client: Moscow Stars on Ice USA for RTR Television Network, Moscow, Russia

### Promotional Video “*United Way*”

Release: 2008

Release: 2008. Client: WEIU/PBS, Eastern Illinois

ABG World Video & Audio Production

1992-ongoing

TV Shows – Entertainment, Educational, Live; Music Videos; Concerts; Live Concerts.

Commercials, Infomercials, Training Videos, Program Promos, News Segments.

## Music Composer Credit Selections

### **“ATTRAKZION”**

TV feature film, original score

2009, TALAN Productions, Moscow, Russia

### **SILK ROAD FESTIVAL, RUSSIA-USA: STAR WARS**

Plus 13 other documentary features, original score

2000-2004, AY Production Associates, Potomac, MD for US State Department’s foreign distribution

### **ORANGE WINTER, KOSTYA & MOUSE, VASYA, MY FATHER EVGENY**

International film festival and award winning documentary features, original score

2001-2009, AZ Films, Fort Lee, NJ

### **XX<sup>th</sup> Century Works**

Original score for 25 feature films, 120 documentary films, 10 animation films, 20 theatrical plays, 3 circus shows.

*Included highlights:*

**Bereg, Oblako Rai** feature films, MOSFILM Studios, Moscow, USSR

**Three Thieves** (1926 silent classic), **Storm over Asia** (1928 silent classic) restored at GORKY Studios, Moscow, USSR

**Assol**, TV feature film, “Ekran”, Moscow, USSR

**Musycalnaya Smena**, feature film, Yalta Film Studios, Yalta, USSR

**Nu, Pogodi!** , animation series, Soyuzmultfim Moscow, USSR

### **Awards**

Videographer Award of Distinction, 2010 and 2009 “Kings of the Dance II”

Many films with my participation were awarded State Prize, USSR and International film festival awards in various countries.

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## References for ACME Computer Services:

Bayonne Physical Therapy, Ronald E. Jogee, COO  
5263 Golden Gate Parkway, Suite 204  
Naples, FL 34116 239-352-9884

Imperial Bonita Estates, Paul Prince, VP  
27700 Bourbonniere Dr  
Bonita Springs, FL 34135 239-992-0511

Nilsa Rivera, Ph.D. PA  
Brian Connell  
692 Goodlette Rd. North  
Naples, FL 34102 239-434-2425

West Coast Dry Wall  
Edward P. Burnham  
Lisa Falls  
1495 Rail Head Blvd, Suite 8  
Naples, FL 34110 239-593-0233

Chandler Land Development Corp  
Luke Chandler  
2725 Prince St, Suite 100  
Ft Myers, FL 33916 239-334-4953

Bang-Soderlund Trading, Inc  
Jens Bang Pedersen  
9240 Bonita Beach Rd, Suite 1101  
Bonita Springs, FL 34135 239-498-0600

Denis Roche References:

Jill Nilsen, VP External Relations Eastern Illinois University  
[jfnilsen@eiu.edu](mailto:jfnilsen@eiu.edu)  
217-549-6738

Willard Rowland, President and General Manger KDBI, Denver CO  
[willard\\_rowland@KBDI.pbs.org](mailto:willard_rowland@KBDI.pbs.org)  
303-884-0687

Lonna Thompson, VP and General Counsel, APTS  
[lonna@apts.org](mailto:lonna@apts.org)  
202-654-4215

Necola Staples, Manager of Small Station Initiatives and CPB Workforce Diversity, CPB  
[nstaples@cpb.org](mailto:nstaples@cpb.org)  
(202) 879-9678

Hans Knutzen, Architect  
[hkai@optonline.net](mailto:hkai@optonline.net)  
845-358-7667

Doug Pearson, Marketing Support Specialist, ProBell Technology  
[doug.pearson@chibiconsulting.com](mailto:doug.pearson@chibiconsulting.com)  
818-577-3612

Mary Raskin, Director of Operations, Northwest Evaluation Association  
[mbraskin@pacifier.com](mailto:mbraskin@pacifier.com)  
503-490-2429

Johanne Lecomte, Director, Sales Engineering  
[johanne@jlecomte.com](mailto:johanne@jlecomte.com)  
571-426-2699

Richard P. Ramirez, Consultant  
[bcramirez@aol.com](mailto:bcramirez@aol.com)  
508-651 7941

# *Imperial Bonita Estates Co-op, Inc.*

I • B • E

*Imperial Bonita Estates Co-op, Inc.*

July 23, 2010

To Whom It May Concern:

For the past several years, Acme Computer has been our source for technical support and hardware installations. They are a multi source company ready to respond at a moments notice. They not only remotely monitor our equipment and programs but supply us with immediate solutions, when outside circumstances shut us down. Acme is currently revamping our computer hardware to fit our new offices now under construction. They have a very knowledgeable and courteous staff ready to assist at all times. We are more than pleased to recommend them to all that have computer needs.



Paul Prince

Vice President, IBE

Phone: (239) 992 0511 Toll Free: (800) 690 6619 Fax: (239) 992 6126  
27700 Bourbonniere Drive, Bonita Springs, Florida 34135-6083  
Email: [ibecoop@comcast.net](mailto:ibecoop@comcast.net) Visit-us on the web:  
<http://www.imperialbonitaestates.com>

# PHYSICAL THERAPY



## □ Bonita

9200 Bonita Beach Road Suite 103  
Bonita Springs, Florida 34135  
Phone: 239-949-9599  
Fax: 239-947-9347

## □ Estates

15205 Collier Boulevard, Suite 108  
Naples, Florida 34119  
Phone: 239-643-0222  
Fax: 239-643-6522

## □ North Trail

4910 Tamiami Trail N. Suite 204  
Naples, Florida 34103  
Phone: 239-649-6699  
Fax: 239-263-1006

## □ Golden Gate

5263 Golden Gate Parkway, Suite E  
Naples, Florida 34116  
Phone: 239-352-9884  
Fax: 239-352-8610

## □ East Naples

3906 Tamiami Trail East, Suite A  
Naples, Florida 34112  
Phone: 239-530-0201  
Fax: 239-530-0204

To Whom it may concern:

Dear Sir,

23 July 2010

Acme computer services has provided all of our IT support for over a year. They are very responsive to our needs and are totally customer oriented. They have worked with us on our schedule and have offered suggestions that enhanced our system.

Acme computer services has a very knowledgeable staff in all aspects of the technology world. We recently implemented a new program in our practice and the transition and set up would not have been possible without the knowledgeable staff at Acme computers.

We continue to use their services because of their knowledge and responsiveness to our practice. The best testament we can offer is that since using their services, we have had our best periods of uninterrupted down time due to software or hardware failure.

We would highly recommend Acme computer services to any other user, company or corporation.



Ronald E. Jogee  
Operating Officer  
Bayonne Physical Therapy Inc.



*Put Your Body Back in Motion*

RAPHAEL KATZEN, P.E.  
CONSULTING ENGINEER

9220 BONITA BEACH ROAD, SUITE 200  
BONITA SPRINGS, FLORIDA 34135  
TELEPHONE: 239-498-2552  
TELEFAX: 239-498-2551  
CELL PHONE: 239-273-1441  
E-mail: rkatzenpe@aol.com

November 15, 2007

Mr. Hank DeMent, General Manager  
Acme Computer Services  
9142 Bonita Beach Road  
Bonita Springs, Florida 34135-4291

Dear Hank:

This letter is written to thank you for the very prompt emergency service you provided yesterday.

As usual, your representative, Steve, was prompt, knowledgeable and competent to aid in installation and startup of a new battery power backup. The work was well done and the battery was in perfect operation after his visit.

I want to compliment you and your staff on the excellent service you have provided to my office over the past 10 years. Your people are always prompt, knowledgeable and efficient in making adjustments and starting up the equipment.

Best regards.

Sincerely yours,

  
Raphael Katzen

RK:ssk

# Spanish Wells Cares

April 25, 2008

Mr. Hank Dement  
General Manager  
Acme Computer Services  
9142 Bonita Beach Road  
Bonita Springs, Florida 34135

Dear Mr. Dement:

On behalf of the Spanish Wells Golf and Country Club Donor Fund, it is my pleasure to thank you for your generous gift and support this year.

**The Second Annual Spanish Wells Cares Charity Golf Event March 9 was a huge success thanks to the generosity of the event's participants, sponsors and donors.** The Golf Tournament and Silent Auction more than doubled last year's results with over \$29,000. The Silent Auction alone raised over \$10,000.

Lois Hollands, Executive Director of the Bonita Springs Assistance Office, was the guest speaker at the dinner which followed the golf event and was attended by 146 individuals. Ms. Hollands expressed her sincere appreciation to the Spanish Wells Golf and Country Club members for our efforts in helping Bonita's needy children. The beneficiary of this year's event is the Bonita Springs Assistance Office's Preventive Health Care Program For Children.

Because of your kindness and generosity, the mission of our Donor Fund was realized. Our goal of reaching out to our less fortunate neighbors involves a commitment from community minded, caring people like you. We could not have achieved our goal without your support.

Thank you again for your support.

Sincerely,

*Martha Crider*

Martha Crider  
Chair

Spanish Wells Golf & Country Club Donor Fund

*Thank you for your gift certificate.  
Your support for these children is  
greatly appreciated.*

**The Spanish Wells Golf and Country Club Donor Fund is part of the Bonita Springs Community Foundation, which is a tax-exempt 501(c) (3) organization. All donations are tax deductible. The tax identification # is 59-6580974.**

*Spanish Wells Golf and Country Club Donor Fund*  
9801 Treasure Cay Lane • Bonita Springs, FL 34135 • 239-992-5100

*Spanish Wells*  
GOLF AND COUNTRY CLUB



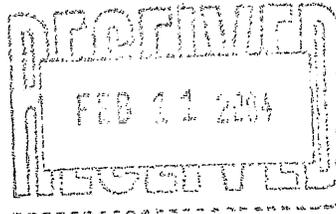
**BOND, SCHOENECK & KING, P.A.**

ATTORNEYS AT LAW ■ FLORIDA KANSAS NEW YORK

JAMES D. DATI  
voice mail ext. 5016  
jdati@bsk.com

February 9, 2004

**PERSONAL AND CONFIDENTIAL**



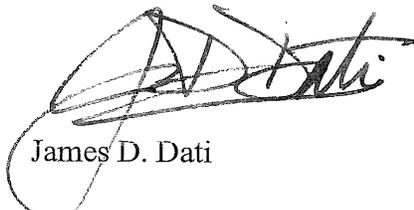
Acme Computer Services Inc.  
Mr. Henry F. DeMent, Jr.  
9142 Bonita Beach Road  
Bonita Springs, Florida 34135

Dear Hank:

I thought you might like another article appearing in the February 9, 2004 *The News-Press*. What you are doing is truly a worthwhile and unselfish project and I am proud to be associated with you. Projects like yours make a lasting and beneficial impact on our community, and in the lives you touch. God bless you.

Very truly yours,

BOND, SCHOENECK & KING, P.A.



James D. Dati

JDD/dh  
Enclosure

# Bonita Springs Middle School

*Recognized by U.S. Department of Education as a School of Excellence*



10141 West Terry Street  
Bonita Springs, Florida 34135  
Phone: (239) 992-4422 • Fax: (239) 992-9157

JOE WILLIAMS III  
*Principal*

CHERYL A. KNAPP  
*Assistant Principal*

HELEN HICKS-WILEY  
*Assistant Principal*

December 20, 2005

ACME Computer Services  
Hank DeMent, General Manager  
9142 Bonita Beach Road  
Bonita Springs, Florida 34135

Reference: Donation of Complete Computer and Software

Dear Mr. DeMent:

On behalf of the students and staff at Bonita Springs Middle School, we would like to thank you for your donation of the wonderful computers, monitors, printers, and all the software.

Your donation of all the computer equipments this year had a great impact on the students from our school. We had established as one of our goals in the 2005-2006 school of technology and improvement in computer usage for our students. Your contributions now help allows all our students to fully be prepared for the technology world.

Thanks for your many donations and giving our students an opportunity to advance to an even higher level in our society. The staff, teachers, and students of Bonita Springs Middle can never thank you enough for your generous donations of the complete computer systems.

Please feel free to use this thank you letter for tax purposes. Your computer donations are priceless and hopefully this letter will convey a little of how we all feel about your gifts to our students

Sincerely,

Joseph L. Cofield  
Educator  
Bonita Springs Middle School

School Mission:

*Expanding minds, strengthening bodies, nurturing souls for lifelong success*

**EXHIBIT I - PUBLIC ENTITY CRIME AFFIDAVIT**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIME

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

1. This sworn statement is submitted to TOWN OF FT MYERS  
(print name of public entity)  
by MARINA BERKOVICH, Managing Member of LLC  
(print individual's name and title)  
for ABG World LLC  
(print name of entity submitting sworn statement)  
whose business address is 899 Vanderbilt Beach Road  
Naples FL 34108

and (if applicable) its Federal Employer Identification Number (FEIN) is 01-0871552  
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.233(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, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (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 a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" 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
5. 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 a 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 public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

True AB Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

True AB 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.

N/A 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 it was not in the public interest to place the entity submitting this 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 PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH 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.

[Handwritten Signature]  
(Signature)

Sworn to and subscribed before me this 22<sup>ND</sup> day of July, 2010

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Notary Public – State of FL

FLDL  
(Type of Identification)

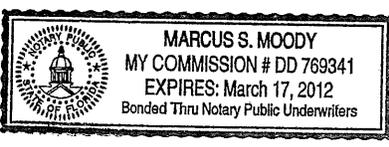
My Commission expires 3/17/12

**MARCUS MOODY**

(Printed typed or stamped)

commissioned name of notary public)

(Rev. 3/20/07)



[Handwritten Signature]

**EXHIBIT I - PUBLIC ENTITY CRIME AFFIDAVIT**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Town of Fort Myers Beach  
(print name of public entity)
- by Hank DeMent, President  
(print individual's name and title)
- for ACME Computer Services, Inc  
(print name of entity submitting sworn statement)
- whose business address is 9142 Bonita Beach Rd  
Bonita Springs, FL 34135

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3416004  
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a “public entity crime” as defined in Paragraph 287.233(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, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.233 (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 a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” 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
5. 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 a 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 public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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.

\_\_\_\_\_ 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 it was not in the public interest to place the entity submitting this 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 PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH 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.

[Handwritten Signature]  
(Signature)

Sworn to and subscribed before me this 27 day of July, 2010

Personally known \_\_\_\_\_

OR Produced Identification FL DL

Notary Public – State of FL

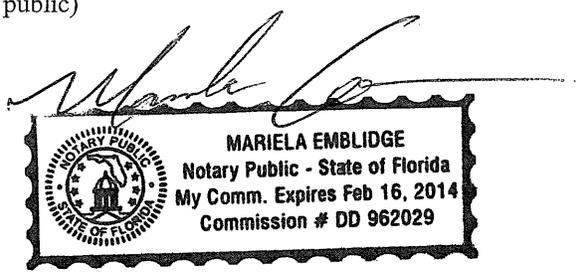
\_\_\_\_\_  
(Type of Identification)

My Commission expires 02/16/2014

[Handwritten Signature]  
(Printed typed or stamped)

commissioned name of notary public)

(Rev. 3/20/07)



**EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

Date: \_\_\_\_\_, 20\_\_\_\_

TOWN OF FORT MYERS BEACH WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

TOWN OF FORT MYERS BEACH SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROVIDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: ACME Computer Services, Inc  
[Signature] Pres. 27 Jul 2010  
(Signature) (Title) (Date)

STATE OF FL  
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 27 day of July, 2010, by Mariela Emlidge who has produced  
(Print or Type Name)

FL DL as identification.  
(Type of Identification and Number)

[Signature]  
Notary Public Signature

Mariela Emlidge  
Printed Name of Notary Public

02/16/2014  
Notary Commission Number/Expiration



**The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

**PROFESSIONAL SERVICES AGREEMENT**

*ALME Computer Services, Inc. acknowledges receipt of this entire document.*

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Town of Fort Myers Beach, Florida, a chartered municipality of the State of Florida, whose address is 2523 Estero Boulevard, Fort Myers Beach, Florida 33931 ("Town"), and \_\_\_\_\_ ("Consultant"), whose address is \_\_\_\_\_.

WHEREAS, the Town desires the Consultant to provide and perform professional services as further described hereinafter concerning Technical Support for the Town of Fort Myers Beach, #RFP-10-01-AD (the "Project"); and

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree as follows:

**3.1 ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES**

1.01 SCOPE OF SERVICES. Consultant hereby agrees to provide and perform the services required and necessary to complete the work set forth on EXHIBIT "A", entitled "Scope of Professional Services", which is attached hereto and hereby incorporated by reference, and as set forth in the Request for Proposal documents associated with Technical Support Services for Town of Fort Myers Beach, #RFP-10-01-AD.

1.02 ADDITIONAL SERVICES. Should the Town request the Consultant to provide and perform professional services for this Project which are not set forth in EXHIBIT "A", the Consultant agrees to provide and perform such Additional Services as may be agreed to in a Supplemental Task Authorization to this Agreement.

1.03 SUPPLEMENTAL TASK AUTHORIZATION. All authorized changes to the scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion; and/or the guidelines, criteria and requirements pertaining thereto, shall be (i) reduced to writing on the Town's standard form Supplemental Task Authorization and (ii) signed by both parties, to be effective.

Notwithstanding anything to the contrary herein, the Town shall have the unilateral right to delete all, or portions, of the Scope of Professional Services, set forth on EXHIBIT "A" and/or any Supplemental Task Authorization executed hereunder, by the unilateral issuance of a written Supplemental Task Authorization to the Consultant, which shall be effective with or without Consultant's execution thereof. To the extent that the Town reduces the Scope of Professional Services, the compensation attendant thereupon will be reduced accordingly.

**3.2 ARTICLE 2.00 - OBLIGATIONS OF THE CONSULTANT**

The obligations of the Consultant shall include, but not be limited to, the following:

2.01. LICENSES AND CERTIFICATIONS: Consultant certifies that it possesses valid, current licenses to do business, including, but not limited to, licenses and certifications required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement. Consultant agrees to maintain such licenses and certifications throughout the period that this Agreement is in effect.

2.02 QUALIFIED, WILLING AND ABLE. Consultant certifies it is qualified, willing and able to provide and perform all services hereunder, in accordance with the requirements hereof.

**2.03 PERSONNEL**

(1) QUALIFIED PERSONNEL: The Consultant shall employ and/or retain only qualified personnel for all services it provides hereunder. Such personnel shall have all license(s), certificate(s) and other legal qualifications to provide such services.



## ADDENDUM TO CONTRACT DOCUMENTS

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Addendum No.: 1

CONTRACT/PROJECT NAME: Technical Support Services  
for the Town of Fort Myers Beach

DATE OF ISSUE: July 9, 2010

---

The following information shall be included in the Contract documents and is hereby made part of the project bidding documents in the form of clarification, addition, deletion or revision to the contract specifications and/or drawings.

---

1. The Town requests that parties interested in responding to Request for Proposals, Technical Support Services for the Town of Fort Myers Beach #RFP-10-01-AD, complete the Registration Form attached to this Addendum No. 1 as Exhibit A, and submit the completed form to the Town on or before July 16, 2010. Forms may be submitted in person at Town Hall, via mail, fax, or email to [Susan@FortMyersBeachFL.gov](mailto:Susan@FortMyersBeachFL.gov)

Respondents are solely responsible for checking the Town web site for the issuance of any addenda prior to submitting a proposal, and for providing the Town with a current email address and facsimile number for this purpose.

---

Susan Malay  
Contracts Manager  
Town of Fort Myers Beach  
2523 Estero Blvd.  
Fort Myers Beach, FL 33931  
239-765-0202 ext 116

**ADDENDUM TO CONTRACT DOCUMENTS**

Addendum No.: 2

CONTRACT/PROJECT NAME: Technical Support Services for  
Town of Fort Myers Beach

DATE OF ISSUE: July 16, 2010

The following information shall be included in the Contract documents and is hereby made part of the project bidding documents in the form of clarification, addition, deletion or revision to the contract specifications and/or drawings.

**Optional Pre-Proposal Conference  
Minutes  
July 14, 2010**

The optional pre-proposal conference was held at 11:00 AM on July 14, 2010, at Town of Fort Myers Beach Town Hall, 2523 Estero Blvd., Fort Myers Beach, FL 33931.

A copy of the sign-in sheet is attached as "Exhibit B". A list of registered vendors as of July 16, 2010 is attached as "Exhibit C".

Susan Malay, Town of Fort Myers Beach Contracts Manager, opened the meeting at 11:00 A.M. with brief introductions. She then gave an overview of the proposal requirements and the Town's required services, and went through the Pre-Proposal Agenda as incorporated herein.

Questions were received from those in attendance during the pre-proposal conference, during a tour of Town Hall, and during a tour of the Bay Oaks Recreation Center. An additional question incorporated herein was received in writing in advance of the pre-proposal conference. The following is a listing of the questions presented with the responses in italics:

1. A question was raised concerning the area of Service Desk Support and the Town's request for vendors to use and make available to the Town a tracking mechanism to document and track service requests. *The Town requests the vendor to provide a computerized method for service requests to be logged, prioritized, tracked to completion, and used as a resource for reporting. The Town desires both the vendor and the Town to have online access to the tracking method in order to review and prioritize requests. It is up to the vendor to propose whether or not the Town would enter service requests into a system.*
2. A question was raised concerning the opportunity to tour the Town facilities to observe the technical environment. *The Town offered participants to tour Town Hall and the 3 other Town locations upon the conclusion of the meeting.*
3. A question was raised as to the backup methods currently utilized by the Town. *Currently full backups of all servers are conducted daily. The Town has initiated plans to also capture backups for a weekly off-site rotation.*



**EXHIBIT A**

**Modification to the Requirement for  
Submitting an Audited Financial Statement  
and  
Clarification of Eligibility of Financial Statements for Public Disclosure**

1. With this Addendum No. 2 to the Request for Proposals #RFP-10-01-AD, Technical Support Services for the Town of Fort Myers Beach, the RFP is hereby modified as follows:

a. Remove the following paragraph from **Section 6.2 Service Orientation and Professionalism**, located within **Proposal Specifications Section 6. Form of Proposal**:

“Provide a description of the Respondent's financial stability and other resources that most adequately ensure the delivery of services acceptable to the Town. Include three-year audited financial statement, or SEC 10-K Statement of the parent corporation of the Respondent. The financial statement shall be included with the Respondent's proposal in a sealed envelope, clearly identified as “Financial Statement” with Respondent's name, address, and the RFP number provided at the top of this document included on the outside as well.”

b. Replace the above paragraph with the following:

“Provide a description of the Respondent's financial stability and other resources that most adequately ensure the delivery of services acceptable to the Town.

Respondents whose proposals are shortlisted for further consideration will be required to submit one of the following:

- 1) Provide three (3) years of audited financial statements or SEC 10-K statements of the parent organization of the Respondent.
  - a) When requested by the Town, the shortlisted Respondent may choose to send the documents to the Town or schedule a meeting to review the documents with the Town.
  - b) If the documents are sent to the Town, they will become the property of the Town. If the documents are shared in person with the Town, the documents will remain in the custody of the shortlisted Respondent.
  - c) When documents are shared with the Town, the Town reserves the right to record its observations. Under these conditions, the Town will not record verbatim information.

OR

- 2) Provide three (3) years of balance sheets accompanied by a notarized sworn statement indicating their accuracy and integrity. In addition, the shortlisted Respondent will present a complete list of their current customers and the number of years each has been a customer. The list will be accompanied by a notarized sworn statement indicating the accuracy and integrity of the list. In addition the list will include customer contact information to be used at the discretion of the Town to contact customers.
  - a) When requested by the Town, the shortlisted Respondent may choose to send the documents to the Town or schedule a meeting to review the documents with the Town.



- b) If the documents are sent to the Town, they will become the property of the Town. If the documents are shared in person with the Town, the documents will remain in the custody of the shortlisted Respondent.
- c) When financial documents are shared with the Town, the Town reserves the right to record its observations. Under these conditions, the Town will not record verbatim information.
- d) When customer lists and contact information are shared with the Town, the Town reserves the right to record its observations relative to the length of customer relationships and to transcribe the selected customer contact information.

Documents in the possession of the Town will be subject to public records inspection in accordance with the Florida Statutes.

A handwritten signature in black ink, appearing to be "John", with a long, sweeping underline that extends to the right.