

City of Sanibel, Florida

Request for Proposals Office 365 Government Migration

The City of Sanibel, Florida is requesting proposals from qualified firms to migrate current Exchange based email to Office 365 – Government.

The Request for Proposals (RFP) will be available on June 26, 2015 and will be due and opened on July 17, 2015 and shortly thereafter will be publicly opened and read aloud. Any proposal offered later than the above time will be returned unopened.

For further information, you may visit the City's website at:
<http://www.mysanibel.com/Departments/Management-Information-Systems-MIS/Request-For-Proposal>

To receive a copy of the complete RFP please make contact in writing by mail, or email to the following:

CITY OF SANIBEL FINANCE DEPARTMENT
RFP to Provide Office 365 Government Migration
800 Dunlop Road
SANIBEL, FL 33957
239 – 472 – 3700
proposals@mysanibel.com

TENTATIVE TIME FRAME

The following is the current schedule of critical dates and deadlines for the contract award. Dates are subject to change at the sole discretion of the City of Sanibel.

| | |
|---------------------------|--|
| June 26, 2015 | Issue RFP. |
| July 1, 2015 | Deadline for City's receipt of RFP questions. |
| July 6, 2015 | Answers to questions posted on City Website and forwarded to "intent to propose" respondents. |
| July 17, 2015, 2:00 PM | RFP'S responses due (deadline) |
| July 20, 2015 | Review proposals and rank firms |
| July 22, 2015 | Contract negotiations with administrative staff and top ranked respondent (then in order of ranking, as necessary). Contract document preparation and review by City Attorney. |



City of Sanibel

Request for Proposals Office 365
Government Migration

IT Department

June 26, 2015



City of Sanibel

REQUEST FOR PROPOSALS

Office 365 Government Migration

For the City of Sanibel, Florida

NOTICE INVITING PROPOSALS

The City of Sanibel is seeking sealed responses to this request for proposals (RFPs) from experienced firms to provide Office 365 Government Migration.

The following RFP defines the parameters, project objectives and process, submittal requirements, and submission procedures. Evaluation criteria for assessing the responses that are submitted are also included in this RFP.

The selected firm shall be responsible for the design, migration, implementation, and training of users, complete documentation and framework for a process to provide continued support and maintenance for 3 – 5 years.

DESCRIPTION OF PROFESSIONAL SERVICES DESIRED

The services desired by the City pursuant to this RFP and provisions related to it are described in the following exhibits, which are incorporated herein by this reference.

- EXHIBIT "A" – DESCRIPTION OF CITY AND GOVERNMENT ORGANIZATION
- EXHIBIT "B" – SCOPE OF SERVICES
- EXHIBIT "C" – PROPOSAL FORMAT
- EXHIBIT "D" – SUPPLEMENTAL DATA
- EXHIBIT "E" – REQUIRED FORMS

PROPOSAL AWARD/REJECTION

A proposal award, if a proposal is awarded, will be made to the most responsible professional services provider whose proposal complies with the City's requirements as set forth herein. The City may interview selected proposers. The City reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. The City also reserves the right, in its sole discretion, to reject any proposal which fails to meet the proposal requirements in any respect, to reject any or all items if in its judgment the item does not meet the needs of the City, or for any reason it deems suitable.

PROPOSAL REQUIREMENTS

All proposals shall be in compliance with the following requirements. Failure to comply with the requirements shall be grounds for the rejection of a proposal.

1. The original proposal ("The Request for Proposal Form") must be signed, in ink, by a corporate officer, partner or proprietor.
2. Proposal may be hand delivered, mailed, or delivered via courier service. Faxed or emailed proposals will **not** be accepted.
3. The cost for required services shall accompany all proposals. Proposals shall include a supported breakdown of these costs.
4. The proposal must be submitted in a sealed envelope plainly marked on its outside with:

REQUEST FOR PROPOSALS OFFICE 365 GOVERNMENT MIGRATION
PROPOSAL NUMBER 15IT-02

CLOSING DATE **July 17, 2015 (2PM)**

5. Submit an original and **four (4)** complete copies of the response at the Office of the IT Director, City of Sanibel, 800 Dunlop Road, Sanibel, FL 33957, until **2:00 PM (EST), July 17, 2015**.

CITY OF SANIBEL – REQUEST FOR PROPOSALS OFFICE 365 GOVERNMENT MIGRATION

EXHIBIT “A”

DESCRIPTION OF CITY AND GOVERNMENT ORGANIZATION

Located on the Gulf Coast of Southwest Florida and linked to the mainland by the Sanibel Causeway, the City of Sanibel is a small barrier island sanctuary of an estimated 6,329 residents. The population lives in harmony with the island’s wildlife and natural inhabitants. More than half of Sanibel Island is preserved in its natural state as wildlife refuges. The City was founded in 1974 with a Council-Manager type of government.

The City of Sanibel is a world class destination with heavy visitation. Peak traffic of over 340,000 vehicles occurs annually during March and is increasing each year. As a barrier island, Sanibel faces unique technology challenges. City of Sanibel Government will evacuate during hurricane emergencies, taking some technology off island, while turning the remaining technologies totally off. The City of Sanibel’s goal is to locate all mission critical applications and data storage off island in hardened data centers and to utilize Cloud technology.

The City’s website is www.mysanibel.com.

Existing Software and Hardware Platform

The City currently hosts its own email on-site using Microsoft Exchange Server 2003 and 2007. The Exchange servers are a combination of Windows Server 2003 and Windows Server 2008 machines. Exchange data is backed up to both network file servers and tapes. The tape backups are rotated off-island to a secure location on a weekly basis. The City currently utilizes Symantec Information Foundation Mail Security for Microsoft Exchange 6.0.0.177 to manage spam and security threats.

| | Server OS | Exchange | Size (GB) | Role |
|----------|-----------|----------|-----------|---|
| Server 1 | 2003 R2 | 2003 | 60 | Hub transport, client access, mailboxes, Antispam |
| Server 2 | 2003 R2 | 2007 SP1 | 26 | Client access, mailboxes |
| Server 3 | 2008 R2 | 2007 SP3 | 650 | Hub transport, client access, mailboxes |
| Server 4 | 2008 R2 | 2007 SP3 | 182 | Hub transport, client access, mailboxes |

City employees access their email from Windows 7 computers using Microsoft Outlook 2010. Antivirus software by Sophos is also installed on these computers. Many users also access their email using city-issued iPhones & iPads. Access to email via a web browser is also provided using Microsoft Office Outlook Web Access (OWA).

Below are further details on the current* number and type of Exchange email accounts utilized by the City of Sanibel.

Total number of all current email accounts: 526 **
Number of user email accounts: 187

| | |
|---|---|
| Number of shared email accounts: | 17 |
| Number of system email accounts: | 10 (Veritas backup, online bill pay, etc) |
| Number of archived email accounts: | 175 |
| Number iPads & iPhones accessing email: | 85 iPads, 10 iPhones |

*as of 6/15/2015

** not all will be migrated

CITY OF SANIBEL – REQUEST FOR PROPOSALS TO PROVIDE OFFICE 365 GOVERNMENT MIGRATION

EXHIBIT “B”

SCOPE OF SERVICES

The City desires the vendor to include the capabilities and objectives as detailed below. The selected firm must be able to develop a reliable and robust solution incorporating as many of the capabilities and handling the responsibilities shown below as possible. After the migration phase, City staff will perform day to day administration.

1. Project Items:

- 1.1. All current Exchange based capabilities must be migrated. Users must be able to access their existing email, contacts, calendars, and tasks.
- 1.2. A single email account accessible by authorized staff that contains a copy of all emails sent and received through the email system. We will manually delete emails older than 90 days. Additionally, we will need to be able to apply standard Outlook Rules to this account.
- 1.3. Users must be able to access their email accounts from multiple devices (i.e. PC's, smartphones, tablets, etc.)
- 1.4. Webmail access (OWA). Not frequently utilized.
- 1.5. Ability to schedule & reserve rooms and resources. Must be able to limit access to scheduling. Must be able to audit reservations to see who has rebooked a room, etc.
- 1.6. “Public Folders” or an alternative (i.e. calendars, contacts, and folders shared by all City employees). This is currently used for calendars and shared email lists that do not need to be globally available.
- 1.7. Ability to track changes made to calendars, including deletions. We have had instances where a supervisor's meeting disappeared and none of the subordinates managing that calendar know what happened.
- 1.8. Ability for city administrators to determine the number of unread messages in a user's mailbox.
- 1.9. Ability to manually or through a schedule process, delete all email that is over some years in age.
- 1.10. Reporting to provide information on:
 - 1.10.1. Metric(s) to identify email performance issues. Perhaps average email delivery time, average queue length, highest queue length.
 - 1.10.2. User email box sizes
 - 1.10.3. Emails sent and received per day.
 - 1.10.4. User mailbox unread emails. The City uses several accounts for citizen contact into the City. Staff needs to know if emails to these shared accounts are not being read.
 - 1.10.5. Ability for administrators and authorized staff to perform read only content searches across all mailboxes
 - 1.10.6. Ability to send SMTP emails from internal IP's (for example, from system alerts and programing processes). If they must be authenticated, that is acceptable.
 - 1.10.7. Ability and training to system admins to recover individual mailboxes from backups.

- 1.10.8. Ability to monitor server availability through SNMP, both from internal IP's and external IP (this can be a static IP). The City uses Nagios.
- 1.10.9. Plan for access to service in the event of a network, provider or Microsoft failure. Note: In the past, the City has had issues with timely email delivery and calendar scheduling when using local email cache mode. As result, the City has not been using this capability since 2012.
- 1.11. Although likely to change, the City currently needs Office 365 functionality categories as shown below. Use these counts for cost calculations. Recommend the appropriate current Office 365 Government Tier. The City has many users that share computers. If allowed through Office 365 licensing, it would be preferable to find appropriate Tiers rather than allocating the most expensive Office 365 to all City users. These particular users are in the category of "Complete Outlook capability" below.

| User Category | Accounts |
|------------------------------|----------|
| Full Office 365 capabilities | 127 |
| Complete Outlook capability | 60 |
| Email only | 44 |

2. Vendor Duties:

- 2.1. Capability of vendor to provide 24 x 7 technical support to system admins? The City expects to utilize support from the selected vendor to complement 7 x 24 Microsoft Support.
- 2.2. Capability of vendor to provide 24 x 7 technical support to end users (the City has several departments that are staffed 24 x 7)? The City expects to utilize support from the selected vendor to complement 7 x 24 Microsoft Support.
- 2.3. Assist with migration of DNS records (if needed).

3. Antispam & Antivirus Solutions:

- 3.1. The vendor should design and provide additional antispam and antivirus solution. The City expects solution(s) utilizing mainstream software with typical capabilities. Additional capabilities for consideration are shown below. The City does not want to rely solely on Microsoft's solutions (i.e. IMF, Security Essentials, etc.). The City is satisfied with Sophos as an end user AV solution. The City is not satisfied with Symantec Information Foundation Mail Security for Microsoft Exchange and expects a replacement for that solution.
- 3.2. The Anti-Spam solution should include the following capabilities:
 - 3.2.1. Ability to block SMTP servers by name, IP address, and IP address range.
 - 3.2.2. Ability to block emails by a sender's domain name, email address, or display name. This should include the use of wildcards as well.
 - 3.2.3. Ability to bulk import a blacklist of spam domain names from a flat file.
 - 3.2.4. Ability to lock emails from specific TLD's (ie *.ru, *.mobi, *.sale etc)
 - 3.2.5. Blocked emails can be sent to delete or be quarantined for review (with full header info available).
 - 3.2.6. Ability to block all email from a given Email Service Provider "ESP" (like MailChip, ActOn, MarkeTo etc) in the event we determine an ESP is not appropriately enforcing their anti-spam policies. A significant percentage of UCE into the City is from the clients of ESP's.
 - 3.2.7. Ability to add RBL's
 - 3.2.8. Ability to monitor Antispam and Antivirus availability through SNMP, both from internal IP's and external IP (this can be a static IP). The City uses Nagios.
 - 3.2.9. URL rewriting of links in inbound emails
 - 3.2.10. Defined actions for email attachments.

4. Migration issues:
 - 4.1. How will inactive email accounts be handled?
 - 4.2. How will exchange folders used for archiving city email be handled?
 - 4.3. Will large exchange folders pose any type of migration issue? Some users have exchange folders over 30 Gigabytes in size.
 - 4.4. Vendor responsible for all migration tasks and issues
 - 4.4.1. Describe migration plan based on City's infrastructure, licensing, and best practices for Office 365 migration (ie staged, hybrid, etc.)
 - 4.5. What type of documentation & training will be provided to City users and administrators?
5. Backup and Recovery
 - 5.1. Training and documentation to restore user email accounts from backup.
 - 5.2. Restore entire user mail box
 - 5.3. Restore selected components of inbox, calendar and contacts
 - 5.4. Restore all users at once
 - 5.5. Restore selected users as a group? If so, describe how a group can be utilized to assist with restoring a selection of users.
 - 5.6. What is the backup schedule and for how long are backups available?
 - 5.6.1. What level of granularity is backed up? Can individual components (inbox, calendar, contacts) of an account be selectively restored?

CITY OF SANIBEL – REQUEST FOR PROPOSALS TO PROVIDE OFFICE 365 GOVERNMENT MIGRATION

EXHIBIT “C”

PROPOSAL FORMAT

SELECTION PROCESS

The City of Sanibel will accept responses no later than 2:00 P.M. on Thursday, July 15, 2015. Cost of services will be considered along with other criteria listed below. In no event will price be the sole consideration in selecting the most highly qualified firm.

Evaluation criteria

The primary criteria for vendor evaluation and consideration are:

- Compliance with the items listed in **Exhibit B – Scope of Services**. The City seeks the most complete proposal where the vendor commits to deliver the full Scope of Services.
- Stability (Financial Viability, Business Longevity, National Focus)
- Customer Service (References, Retention, Measured Service Rates, 24x7 Support)
- Ability to Provide a Comprehensive Integrated Solution to meet the stated requirements
- Ability to design and provide post-delivery support processes

Proposals will be evaluated on a variety of quantitative and qualitative criteria. The proposal selected shall provide the most cost-effective approach that meets the stated requirements. The lowest price proposal will not necessarily be selected.

The City reserves the right to a) reject any or all proposals, or to make no award, or b) require modifications to initial proposals. The City further reserves the right to excuse technical defects in a proposal when, in its sole discretion, such excuse is beneficial to the organization.

SUBMISSION AND RECEIPT

The proposal must be prepared in the following format:

Section 1 – Complete and Return “**Form 1 - Request for Proposal Form**” and “**Form 2 – Proposal Checklist**”. The email address in this form will be used for all official communications between the City and prospective submitters during this RFP process.

Section 2 – Executive Summary

Provide a concise overview of the solution proposed.

Section 3 – Company Background and Qualifications

Provide narrative responses to the following questions, including any necessary documentation, for each item listed below. Keep the answers in this order.

Download from the City's website a Word formatted copy of this section to use for your answers. Provide the requested information immediately below each line item.

Specify the number of years the Company has been in the business.

2. Provide a chronology of the company's growth, heritage, staff size, and ownership structure.
3. Indicate whether the business is a parent or subsidiary in a group of companies.
4. Has this company or product being proposed ever been purchased by another company or acquired because of a merger or acquisition?
5. If yes, provide details regarding the name of the companies involved, specific products affected and when such merger or acquisition(s) took place.
7. Provide a brief statement of the company's background demonstrating longevity and financial stability.
8. Indicate if the company incurred an annual operating loss in the last 5 years.
9. Has the company had a workforce reduction during the past 5 years?
10. If so, provide details regarding workforce reductions: percentage or workforce, areas affected, senior management team changes, etc.
11. Provide details of past or pending litigation, liens or claims filed against the Company.
12. Describe the seniority, tenure and background of the senior management team.

Section 4 – Customer References

Please provide at least three (3) customer references, preferably Public Sector, that are representative of the requested system. References should preferably demonstrate Office 365 systems with over 300 email accounts accessed by PC's and iPhones / iPads.

Section 5 – Software Descriptions

Provide narrative descriptions of the proposed system and components as described in "Exhibit B". Include specific hardware and software.

Section 6 – Implementation and Support

Answer the following questions and provide the necessary documentation for each item listed below.

1. Describe the approach and resources needed to implement the proposed solution. Attach a proposed implementation schedule with key activities and estimated milestones.
2. Describe your overall training approach. Detail classes to be delivered. This includes training per groups of employees with training goals (full administrator, departmental administrator, end user, etc), expected class size, and total hours needed to train a given class. Note if the selected vendor would provide train the trainer or train the end user. For example (note that this example is generic and not necessarily applicable to this RFP):

| Training Group | Class size | Hours | Training Target |
|---|-------------|----------|----------------------|
| Full system administrator: User creation/maintenance, system maintenance, backups... | 4 students | 32 hours | All end users |
| Departmental administrator: same dept password resets, fee cost maintenance, simple work flow edits... | 4 students | 8 hours | Train the trainer |
| End user training: Everyday application use. | 10 students | 4 hours | All end users |

3. Describe your company's service & support philosophy, how it is carried out and how success is measured.
5. Provide a thorough description of help desk services including dial-in, web support and ongoing maintenance.
6. How do you service and troubleshoot problems for your current clients?
7. Provide the vendor's software updates and enhancements schedule.
8. Include a plan outline for escalating support issues in the event issues are not being addressed in a timely manner. This should include reasonable time to respond for each level escalated with name, title, email, office phone and cell phone. The names and contact details of the actual escalation plan will be determined as part of the contract phase as a separate document, but will closely mirror the plan outline.
9. Describe how your company measures customer satisfaction for software applications and customer service & support.
10. Describe internal performance metrics used to quantify key customer support responsiveness, such as: Issues resolved on first call, average call duration, average time to reach issue resolution, etc.

Section 7 – Cost Information

The following costs associated with these applications must be included in your response:

- Recurring and one time Office 365 Government fees.
 - This can be a separate agreement between Microsoft and the City. In this case, payments would be made to Microsoft.
 - Or, this could be included in the proposal as a scope of services. In this case, payments would be made to the selected vendor.
- Modification costs if denoted to satisfy a requirement
- Implementation & Training Costs
- Support Costs. Include hourly costs for as needed support or some other pricing plan to provide post-delivery support assistance.
- Annual Software Maintenance and Support costs for 5 years. This includes additional components needed for a full solution that might include antivirus, antispam, archiving/discovery/public records, etc
- Other anticipated costs (i.e., travel, data file conversions, etc.)
- Include additional hardware and specs needed that would need to be purchased by the City. If needed, the City will purchase computer(s) from Dell. Other services could be purchased directly from a 3rd vendor or through the selected vendor. The details for purchases of 3rd party items would be finalized at the time of the contract finalization. The City might be able to purchase required items 3rd party items directly off FL state purchasing contracts.

Please utilize **FORM 6** Pricing schedule forms.

Section 8 – License Agreement

Provide a complete contract for the proposed work.

The Contract will be finalized with the selected vendor to update timelines, quantities and costs as appropriate.

The contract must include items shown in Exhibit B – Scope of Services as deliverables. Any missing items from this list will be deemed as a capability the selected vendor cannot deliver. The firm's ranking will be adjusted accordingly.

NOTE: The contract cannot include any language for indemnification of the firm or team

- All disputes will be handled in Lee County, Florida.
- Binding arbitration will not be used to settle disputes.
- Invoices may take up to 45 days to be processed
- The vendor agrees to notify the City within 7 days of changes in the escalation process and contact points described in Section 6 – Implementation and Support – subsection 8.
- Final invoicing will not be submitted to the City until at least 30 defect free days have elapsed from that date that the City formally accepts that the milestone is completed
- If additional work is needed on a repair issue that requires additional trips, and it was due to an issue that should have reasonably been identified on a previous trip, the City at its sole discretion will not be responsible for charges arising out of

subsequent service calls. This does not include having to order non-standard parts. But, for example, if an encoder is down, and it is replaced, but the encoder was not fully programmed to 100 percent functionality, the City is not responsible for trip charges and labor charges to correctly complete this repair.

- Some employees and some subcontractors of the selected firm may need access to confidential information, secure areas or critical systems. In these cases, the City will be conducting background checks. Individual employees of the selected firm or their subcontractors must individually submit signed and notarized authorization for background checks to the City in advance.

NOTE: the selected firm cannot give blanket approval to conduct background checks on its employees. The selected firm must obtain approval from each employee authorizing background checks.

- The award for the services and on-going support will be for an initial three (3) year term, which can be extended year to year through mutual agreement of both parties.
- All construction and installations MUST comply with Sanibel ordinances and development guidelines. The selected firm and major contractors will likely need to obtain a City of Sanibel Business Tax Receipt. The selected firm will need to maintain a valid Business Tax Receipt for the duration of the agreement.
- All wiring must meet the minimum specifications of the current National Electrical Code (NEC). Since Sanibel is in a lightning prone area, sensitive equipment must be protected with surge protection that meets the minimum specifications of the NEC code.
- The City recognizes that, from time to time, other and/or additional specialized design and maintenance services are needed and therefore reserves the right to utilize additional services in specialized areas when, at its discretion, deemed appropriate.

Section 9 – Software Functionality Response Forms (FORM 7)

Forms 7 is not included for the RFP.

Section 10 – Statement of No Submittal (FORM 3)

These forms must be completed and included in your response.

Section 11 – Contractor Responsibility (FORM 4)

These forms must be completed and included in your response.

DELIVERY OF PROPOSALS

RFPs must be delivered by the date/time specified and to the place stipulated on the cover of this RFP. It is the sole responsibility of the vendor to see that their RFP is received in the proper time. Any proposal received after the proposal opening date and time shall be eliminated from consideration and returned to the vendor unopened.

PUBLIC ENTITY CRIMES INFORMATION

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a submittal on a contract to provide any goods or services to a public entity, may not submit a submittal on a contract with

a public entity for the construction or repair of a public building or public work, may not submit submittals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a submittal on a contract to provide goods or services to a public entity, may not submit a submittal on a contract with a public entity for the construction or repair of a public building or public work, may not submit on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

DEADLINE

Deadline for receipt of sealed responses to this RFP is **Friday, July 17, 2015; 2:00 PM (EST)**.

NUMBER OF COPIES REQUIRED

Submit an original and **four (4)** complete copies of the response.

SEALED RESPONSES MUST BE SUBMITTED TO

IT Director
City of Sanibel
800 Dunlop Road
Sanibel, Florida 33957

Mark the front of the envelope:

SUBMITTAL # 15IT-02; CLOSING DATE JULY 17, 2015; 2:00 PM (EST)

**CITY OF SANIBEL – REQUEST FOR PROPOSALS TO PROVIDE OFFICE 365
GOVERNMENT MIGRATION**

EXHIBIT “D”

SUPPLEMENTAL DATA

The following information is included:

- Intent to Propose **(Form 5)** – recommended to be sent to the City ASAP as directed on the form if intending to submit a response
- General Conditions
- General Insurance Requirements
- Statement of No Submittal (Form 3)
- Special Conditions

LOCAL VENDOR PREFERENCE:

- 1) The following words, terms and phrases, when used in this subsection, shall have the meanings set forth below, except where the context clearly indicates a different meaning:
 - a) Local city business means the business or vendor has (i) a valid local business tax receipt, issued by the City of Sanibel at last 6 months prior to a bid submission, to do business within the City of Sanibel and that authorizes the business to sell goods or services or to engage in construction, and (ii) a physical non-residential business address located within the City of Sanibel from which the vendor is operating or performing its business, and at which it maintains full-time employees who receive from the local business a regular paycheck from which deductions are made for employment related payroll taxes including, but not necessarily limited to, social security and medicare.
 - b) Local county business means the business or vendor has (i) a valid local business tax receipt, issued by Lee County, or a municipality within Lee County other than the City of Sanibel, at last 6 months prior to a bid submission, to do business within unincorporated Lee County, or a municipality within Lee County other than the City of Sanibel, and that authorizes the business to sell goods or services or to engage in construction, and (ii) a physical non-residential business address located within unincorporated Lee County, or within a municipality within Lee County other than the City of Sanibel, from which the vendor is operating or performing its business, and at which it maintains full-time employees who receive from the local business a regular paycheck from which deductions are made for employment related payroll taxes including, but not necessarily limited to, social security and medicare.
 - c) Non-local business means any business or vendor that does not meet either the definition of local city business or local county business as set forth in subsections (a) and (b) above.
 - d) The final decision as to whether a business or vendor is a local city business, a local county business or a non-local business shall be at the sole determination of the City of Sanibel and, if necessary, shall be determined by the Sanibel City Council as part of the final bid award.
- 2) Establishment as local city business or local county business. To establish that a vendor is either a local city business or local county business, as defined herein, a vendor shall provide written confirmation of compliance with the definitions for each such local business, as defined in subsection (1) above, at the time of submitting a bid. Post office boxes are not verifiable and shall not be used for purposes of establishing the required physical business address. A vendor who misrepresents the local preference status of a firm in a bid submitted to the city will lose the privilege to claim local preference status for a period of 3 years.
- 3) Local preference in purchasing and contracting with competitive sealed bids.

The City of Sanibel shall grant a 5% local vendor preference to any local city business or local county business which responds to an invitation to submit competitive sealed bids for the procurement of commodities, personal property, general services, professional services or the purchase of or contract for construction or renovation of public works or improvements, except where federal or state law prohibits or mandates to the contrary. Each formal competitive bid solicitation shall clearly identify how the bids will be received and evaluated. When a responsible and responsive non-local business submits the lowest price bid, and the lowest bid submitted by a responsible and responsive local city business or local county business is within 5% of the lowest bid, then the lowest bidding local city business or local county business shall be awarded the bid. In the event that a local city business and a local county business are scored as an exact tie as the low bids for the award of a competitive sealed bid, the local city business shall be deemed the successful bidder. No business shall be qualified to receive a preference amount that exceeds 5%.

- a) The city reserves the right to compare, contrast and otherwise evaluate the quality of materials, qualifications, character, responsibility and fitness of all persons, firms, partnerships, companies, corporations or other entities submitting competitive sealed bids for the procurement of goods or services when making an award in the best interest of the city.
- b) Local vendor preference awards will be made only to a responsible and responsive local city business or local county business. The local vendor preference may be waived by City Council if, after the bids are evaluated and ranked, it is determined that the cost of the bid award would exceed the budget of the city for the services and/or goods solicited by the city.
- c) The local preference policy set forth herein shall not apply to any of the following purchases or contracts:
 - i) Goods or services provided under a cooperative purchasing agreement or piggyback agreement; or
 - ii) Contracts for professional services the procurement of which is subject to the Consultants' Competitive Negotiation Act (F.S. § 287.055) or subject to any competitive consultant selection policy or procedure adopted or utilized by the city; or
 - iii) Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of the local vendor preference; or
 - iv) Purchases made or contracts let under emergency situations or otherwise exempted from competitive bidding or competitive selection as described in the city's purchasing regulations.
- d) The City Council reserves the right, at its sole discretion, to exempt or exclude any specific competitive sealed bid for any procurement from the local vendor preference provisions. Any request for the waiver of local vendor preference to any particular purchase or contract must be heard by the city council prior to advertising the invitation to submit competitive sealed bids. The city council, as

the awarding authority, may approve the waiver of local vendor preference upon review and at its sole discretion.

GENERAL CONDITIONS

TO INSURE ACCEPTANCE OF THE SUBMITTAL, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE. NOTE: "SUBMITTER" MEANS THE PERSON OR ENTITY WHO PROVIDES A RESPONSE TO THIS RFP AND "SUBMITTAL" MEANS THE RESPONSE TO THIS RFP.

1. SEALED SUBMITTAL: All submittals must be submitted in a sealed envelope. The face of the envelope shall contain the submittal name and submittal number. Submittals not submitted on attached submittal form shall be rejected. All submittals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
2. EXECUTION OF SUBMITTAL: Submittal must contain a manual signature of authorized representative in the submittal section. Submittal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by submitter to his submittal must be initialed.
3. NO SUBMITTAL: If not submitting a submittal, respond by returning the Statement of No Submittal and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the submittal mailing list. NOTE: To qualify as a respondent, submitter must submit a "NO SUBMITTAL," and it must be received no later than the stated submittal opening date and hour.
4. SUBMITTAL OPENING: Shall be public, on the date and at the time specified on the submittal form. It is the submitter's responsibility to assure that his submittal is delivered at the proper time and place of the submittal opening. Submittals, which for any reason are not so delivered, will not be considered. Offers by telegram; telephone; or fax are not acceptable. Submittal files may be examined during normal working hours.
5. WITHDRAWAL OF SUBMITTALS: Any submitter may withdraw his submittal, but only by written request, at any time prior to the scheduled submittal opening. Any submitter withdrawing his submittal within sixty (60) days after the opening of submittals will be temporarily suspended from future submissions for a period of one year.
6. PRICES, TERMS and PAYMENT: Firm Prices shall be submittal and include all packing, handling, shipping charges and delivery to the destination shown herein. Submitter is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.
 - A. TAXES: The City of Sanibel does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.
 - B. MISTAKES: Submitters are expected to examine the specifications, delivery schedule, submittal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at submitter's risk. In case of mistake in extension, the unit price will govern.
 - C. CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this submittal shall be a new, current standard production

model available at the time of this submittal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

- D. SAFETY STANDARDS: Unless otherwise stipulated in the submittal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
 - E. UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the submittal, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
 - F. PAYMENT: Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the submittal. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. Payments will be made in accordance with the City's Prompt Payment Policy, Sections 2-376, Sanibel Code.
7. DELIVERY: Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.
8. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The submitter may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If submittals are based on equivalent products, indicate on the submittal form the manufacturer's name and number. Submitter shall submit with his submittal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous submittal will not satisfy this provision. The submitter shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Submittals which do not comply with these requirements are subject to rejection. Submittals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the submittal form.
9. INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed by email to; proposal@mysanibel.com for receipt no later than ten (10) days prior to the submittal opening. Inquiries must reference the date of submittal opening and submittal number. Failure to comply with this condition will result in submitter waiving his right to dispute the submittal.
10. CONFLICT OF INTEREST: All submittal awards are subject to Section 2-72 Conflict of Interest, City of Sanibel Code of Ordinances, which states: "No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or

contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."

11. AWARDS: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all submittals or waive any minor irregularity or technicality in submittals received.
12. ADDITIONAL QUANTITIES: For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on submittal at the prices submittal in this invitation. If additional quantities are not acceptable, the submittal sheets must be noted "SUBMITTAL IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)
13. SERVICE AND WARRANTY: Unless otherwise specified, the submitter shall define any warranty service and replacements that will be provided during and subsequent to this contract. Submitters must explain on an attached sheet to what extent warranty and service facilities are provided.
14. SAMPLES: Samples of items, when called for, must be furnished free of expense, on or before submittal opening time and date, and if not destroyed may, upon request, be returned at the submitter's expense. Each individual sample must be labeled with submitter's name, manufacturer's brand name and number, submittal number and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier and must be received with your submittal. If instructions are not received within this time, the commodities shall be disposed of by the City of Sanibel.
15. PURCHASES BY OTHER GOVERNMENTAL AGENCIES: The City of Sanibel is one of several local entities participating in cooperative purchasing agreements. As such, other entities in Collier, Lee and Charlotte Counties may elect to purchase from this contract, unless the submitter explicitly states in his submittal that the submittal prices are offered to the City of Sanibel only.
16. SUBMITTAL PROTEST: In any case where a submitter or interested submitter wishes to protest either the results of or intended disposition of any submittal, the submitter or interested submitter must orally notify the Administrative Services Director of the intent to protest the award within three (3) calendar days of the posting of the Notice of Award. A formal written notice must be filed with the Administrative Services Director or the Sanibel City Council within seven (7) calendar days of the posting of the Notice of Award, explaining in detail the nature of the protest and the grounds on which it is based, relief requested and other information the protester deems appropriate to the protest. The written protest will be referred to City Council for an informal hearing and recommendation prior to awarding a contract. The decision of the City Council constitutes final action by the City on the protest.

17. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering
18. DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.
19. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this submittal prior to their delivery, it shall be the responsibility of the successful submitter to notify the buyer at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.
20. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all submittals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a submittal response hereto and the City of Sanibel by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any submitter shall not constitute a cognizable defense against the legal effect thereof.
21. PATENTS AND ROYALTIES: The submitter, without exception, shall indemnify and save harmless the City of Sanibel and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Sanibel. If the submitter uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
22. ADVERTISING: In submitting a submittal, submitter agrees not to use the results there from as a part of any commercial advertising.
23. ASSIGNMENT: Any Purchase Order issued pursuant to this submittal invitation and the monies, which may become due hereunder are not assignable except with the prior written approval of the buyer.
24. LIABILITY: The supplier shall hold and save the City of Sanibel, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.
25. PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a submittal on a contract to provide any goods or services to a public entity, may not submit a submittal on a contract with a public entity for the construction or repair of a public building or public work, may not submit submittals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

26. DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a submittal on a contract to provide goods or services to a public entity, may not submit a submittal on a contract with a public entity for the construction or repair of a public building or public work, may not submit submittals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
27. COUNTY TAXES: No submittal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Lee County, Florida.
28. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES: The City of Sanibel encourages and agrees to the successful submitter/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful submitter/proposer.

IF THIS SUBMITTAL IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

29. ELIGIBLE USERS: All departments of the City of Sanibel are eligible to use this term contract. Such purchases shall be exempt from the competitive submittal requirements otherwise applying to their purchases.
30. PRICE ADJUSTMENTS: Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Sanibel. Price increases are not acceptable.
31. CANCELLATION: All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of contract. After that period, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior written notice to the other party or as otherwise stated in a contract between a selected submitter and the City.
32. RENEWAL: The City of Sanibel reserves the option to renew the period of this contract, or any portion thereof for up to two (2) additional periods. Renewal of the contract period shall be by mutual agreement in writing.
33. ABNORMAL QUANTITIES: While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate submittals thereon.
34. FISCAL NON-FUNDING CLAUSE: In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

IF THIS SUBMITTAL IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

35. ALTERNATIVE SUBMITTALS: Submitters offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE SUBMITTAL". Alternative submittals will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to

award. Such examination may result in cancellation of all submittals received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Sanibel.

36. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Sanibel all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Sanibel under said contract.
37. SUBMITTER INVESTIGATIONS: Before submitting a submittal, each submitter shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Sanibel upon which the submitter will rely. If the submitter receives an award as a result of its submittal submission, failure to have made such investigations and examinations will in no way relieve the submitter from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.
38. CERTIFICATES AND LICENSES: The submitter (sometimes referred to herein as "contractor" shall provide notarized copies of all valid licenses and certificates required for the performance of the work. The notarized copies shall be delivered to the City of Sanibel no later than ten (10) days after the contractor receives the notice of award from the City of Sanibel. Current notarized copies of all licenses and certificates shall be provided to the City within twenty-four hours of demand at any time during the contract term.
39. CHANGE IN SCOPE OF WORK: The City of Sanibel may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Sanibel and the contractor. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.
40. CONTRACTOR PERSONNEL: The City of Sanibel shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the contractor's employees and sub-contractors is the responsibility solely of the contractor.
41. COST REIMBURSEMENT: The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the submittal rates. If an arrangement is made between the contractor and the City to reimburse the contractor

for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.

42. EXCEPTIONS: Submitters taking exception to any part or section of the solicitation shall indicate such exceptions on the submittal form. Failure to indicate any exception will be interpreted as the submitter's intent to comply fully with the requirements as written. Conditional or qualified submittals, unless specifically allowed, shall be subject to rejection in whole or in part.
43. FAILURE TO DELIVER: In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.
44. FAILURE TO ENFORCE: Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
45. FORCE MAJEURE: The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.
46. INDEPENDENT CONTRACTOR: The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Sanibel and the City of Sanibel shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Sanibel shall not withhold from the contract payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.
47. ORAL STATEMENTS: No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Sanibel.
48. QUALIFICATIONS OF SUBMITTERS: The submitter may be required, before the award of any contract, to show to the complete satisfaction of the City of Sanibel that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The submitter may also be required to give a past history and references in order to satisfy the City in regard to the submitter's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the submitter to perform the work, and the submitter shall furnish to the City all information for this purpose that may be requested. The City reserves the

right to reject any submittal if the evidence submitted by, or investigation of, the submitter fails to satisfy the City that the submitter is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the submitter's qualifications shall include:

- The ability, capacity, skill and financial resources to perform the work or service.
- The ability to perform the work service promptly or within the time specified, without delay.
- The character, integrity, reputation, judgment, experience, and efficiency of the submitter.
- The quality of performance of previous contracts or services.

49. **QUALITY CONTROL:** The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
50. **RECOVERY OF MONEY:** Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.
51. **REQUIREMENTS CONTRACT:** During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
52. **TERMINATION FOR CONVENIENCE:** The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

53. TERMINATION FOR DEFAULT: The City of Sanibel reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least fifteen (15) days written notice before the termination takes effect. The fifteen-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the fifteen (15) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.

THE CITY OF SANIBEL IS AN EQUAL OPPORTUNITY EMPLOYER

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the City.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for City's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the City, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the City, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Sanibel must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverages are primary to all other coverages the City possesses for this contract only." The City of Sanibel shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Sanibel
800 Dunlop Road
Sanibel, Florida 33957

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

Thirty (30) days cancellation notice required.

The Certificate must state the submittal number and title.

When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company".

SPECIAL CONDITIONS

1. TERMS OF CONTRACT

The resulting contract will commence on the date of award (upon full execution by the parties).

2. PROHIBITION OF CONTACT

Under no circumstances should any prospective organization or individual, or any acting for or on behalf of a prospective organization or individual, seek to influence or gain the support of any member of the City Council, public official or City staff favorable to the interest of any prospective organization or individual. Likewise, contact with the City Council, any public official or city staff against the interests of other prospective organization (s) and or individual (s) is prohibited. Any such activities will result in the exclusion of the prospective organization or individual from consideration by the City.

3. QUESTIONS

Questions regarding this proposal packet must be received by email **NO LATER THAN MAY 18, 2015; 2:00PM (EST)**. All questions must be sent by email to:

Bert Smith, IT Director
City of Sanibel
800 Dunlop Road
Sanibel, Florida 33957
PH: (239) 472-9615
FX: (239) 472-3065
submittals@MySanibel.com

EXHIBIT "D"

REQUIRED FORMS

Following are the attached forms:

1. Form 1 – Request for Proposal Form
2. Form 2 – Proposal Checklist
3. Form 3 – Statement of No Submittal
4. Form 4 – Contractor Responsibility
5. Form 5 – Intent to Propose
6. Form 6 – Pricing Schedules
7. (Form 7 – Not included with the RFP)

FORM 1
REQUEST FOR PROPOSAL FORM
CITY OF SANIBEL
IT Department
800 Dunlop Road
Sanibel, FL 33957
PH: 239-472-9615 FX: 239-472-3065

| | | | |
|---------------|--|---------------------------|---|
| Mailing Date: | TITLE: OFFICE 365 GOVERNMENT MIGRATION | Number: 15IT-02 | Closing Date & Time: JULY 17, 2015; 2:00 PM (EST) |
| | | | |

| | |
|--|--------------|
| Name of Partnership, Corporation, or Individual: | |
| Mailing Address: | |
| City-State-Zip: | |
| PH: | Email: |
| FX: | Web Address: |

| | | |
|---|------|----------------------|
| <p>I certify that this response to RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this response to RFP and certify that I am authorized to sign this response to RFP for the submitter. In submitting a response to RFP to the City of Sanibel the submitter offers and agrees that if the response to RFP is accepted, the submitter will convey, sell, assign or transfer to the City of Sanibel all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Sanibel. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the submitter.</p> | | |
| Authorized Signature | Date | Printed Name / Title |
| | | |

PLEASE NOTE THE FOLLOWING:

- This page must be completed and returned with your proposal.
- Proposals must be submitted in a sealed envelope, marked with proposal number & closing date.
- Proposals received after the above closing date and time will not be accepted.
- If you do not have an email address and you want a copy of the Proposal Tab, please enclose a stamped, self-addressed envelope with your proposal.

**FORM 2
PROPOSAL CHECKLIST
CITY OF SANIBEL
REQUEST FOR PROPOSALS
OFFICE 365 GOVERNMENT MIGRATION
15IT-02**

Initial

- | | |
|--|--------------------------|
| 1. Original proposal (Form 1, "Request for Proposal Form") must be signed, in ink, by a corporate officer, partner or proprietor completed and enclosed. | <input type="checkbox"/> |
| 2. Proposal submitted in a sealed envelope. | <input type="checkbox"/> |
| 3. Envelope plainly marked on its outside with "SUBMITTAL NUMBER 15-IT02 & CLOSING DATE FRIDAY, July 17, 2015; 2:00 PM (EST) " | <input type="checkbox"/> |
| 4. An original and four (4) complete copies of the response should be enclosed. | <input type="checkbox"/> |
| 5. A concise overview of the system proposed should be completed and enclosed. | <input type="checkbox"/> |
| 6. All questions concerning company background and qualifications should be answered and enclosed. | <input type="checkbox"/> |
| 7. At least five (3) customer references, preferably public sector, enclosed. | <input type="checkbox"/> |
| 8. Narrative descriptions of the proposed project design enclosed. | <input type="checkbox"/> |
| 9. All questions concerning implementation and support answered and enclosed. | <input type="checkbox"/> |
| 10. All cost information enclosed. | <input type="checkbox"/> |
| 11. Complete and enclose Form 6, "Pricing Schedule". | <input type="checkbox"/> |
| 12. The proposed Contract Agreement enclosed. | <input type="checkbox"/> |
| 13. Complete and enclose Form 2, "Proposal Checklist". | <input type="checkbox"/> |
| 14. Complete and enclose Form 4, "Contractor Responsibility" | <input type="checkbox"/> |

FORM 3
STATEMENT OF NO SUBMITTAL

If you will not be submitting on this product/service, please help us by completing and returning only this page to:

City of Sanibel
IT Department
800 Dunlop Road
Sanibel, FL 33957
Fax 239-472-3065

Submittal #13IT-01 and Description: REQUEST FOR PROPOSALS OFFICE 365 GOVERNMENT MIGRATION

We, the undersigned, decline to submit a response on the above project for the following reason(s):

- We are not able to respond to the Invitation to Proposal or Request for Proposals by the specified deadline.
- Our Company does not offer this product or service.
- Our current work schedule will not permit us to perform the required services.
- Specifications are incomplete or information is unclear (Please explain below).

Other (Please specify below)

Company Name _____ PH _____

Name and Title of individual completing this form:

(Printed Name)

(Title)

(Signature)

(Date)

FORM 4
CONTRACTOR RESPONSIBILITY FORM
City of Sanibel
15IT-02

A. Project title: OFFICE 365 GOVERNMENT MIGRATION

B. Submitter information:

Legal Name

DBA

Street Address

City, State Zip

- | | Yes | No |
|---|--------------------------|--------------------------|
| 1. In the past five (5) years, has your firm changed name? If yes , explain the reasons for the name(s) change and detail previous names and DBA's. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. In the past five (5) years, has your firm ever been the debtor in a bankruptcy proceeding? If yes , explain the circumstances and dates. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is your company now in the process of, or in negotiations toward, or in preparations for being sold? If yes , explain the circumstances, to whom being sold and contact information. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. In the past five (5) years, has your firm's financial position significantly changed? If yes , explain the circumstances. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. In the past five (5) years, has your firm ever been denied bonding? If yes , explain the circumstances surrounding each instance and include the name of the bonding company. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. In the past five (5) years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf or a firm where you were the principal? If yes , explain the circumstances surrounding each instance. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. In the past five (5) years, has your firm ever defaulted under a contract with a governmental entity or with a private individual or entity? If yes , explain the circumstances surrounding each instance. | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. In the past five (5) years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract? | <input type="checkbox"/> | <input type="checkbox"/> |

If yes, explain the circumstances surrounding each instance, and principal contact information.

9. In the past five (5) years, has your firm ever failed to meet any scheduled deliverables or milestones?

If yes, explain the circumstances and provide contact information.

10. In the past five (5) years, has your firm or any of its owners, partners, or officers, been penalized for or been found to have violated any federal, state, or local laws in the performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

If yes, explain the circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

11. In the past five (5) years, has your firm ever been debarred or determined to be a non-responsible bidder contractor?

If yes, explain the circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

12. In the past five (5) years, has your firm been convicted of, or found liable in a civil suit for making a false claim(s) or material misrepresentation(s) to any private or governmental entity?

If yes, explain the circumstances including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

13. In the past five (5) years, has your firm or any of its executives, management personnel, and owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract; or the crime of theft, fraud, embezzlement, perjury, or bribery?

If yes, explain the circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and current status.



CITY OF SANIBEL

INTENT TO PROPOSE
on
Request for Proposals
to
PROVIDE OFFICE 365 GOVERNMENT MIGRATION
Number 15IT-02
FORM 5

Firm Name: _____

Contact Name: _____

Mailing Address: _____
PO Box or Street Number and Name

City State Zip

Phone Number: _____
Area code Phone number

FAX #: _____
Area code FAX Number

E-mail address: _____
Email address is required as this will be used for
communication during the RFP process

Signature of contact person above: _____

Return to: Bert Smith, IT Director, City of Sanibel, 800 Dunlop Road,
Sanibel, FL 33957 or FAX to: 239-472-3065

FORM 6
PRICING SCHEDULE
TO BE COMPLETED BY VENDOR AND RETURNED
OFFICE 365 COSTS

| QTY | DESCRIPTION | UNIT PRICE | EXT. PRICE |
|-----|--------------|---------------|------------|
| | | \$ | \$ |
| | | \$ | \$ |
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| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | TOTAL | \$ | \$ |

Executed by (signature): _____

Print Name: _____

Title: _____

For (Corporation): _____

State: _____

Address: _____

Phone: _____

Fax: _____

YOU MUST RETURN THIS PAGE

**PRICING SCHEDULE
TO BE COMPLETED BY VENDOR AND RETURNED**

IMPLEMENTATION AND TRAINING COSTS

(Provide information for each training class, and any training included at no additional cost)

| QTY | DESCRIPTION | UNIT PRICE | EXT. PRICE |
|-----|-------------|------------|------------|
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| | | \$ | \$ |

Executed by (signature): _____

Print Name: _____

Title: _____

For (Corporation): _____

State: _____

Address: _____

Phone: _____

Fax: _____

YOU MUST RETURN THIS PAGE

**PRICING SCHEDULE
TO BE COMPLETED BY VENDOR AND RETURNED**

**SUPPORT COSTS
(Note what support is included at no additional charge)**

| QTY | DESCRIPTION | UNIT PRICE | EXT. PRICE |
|-----|-------------|---------------|------------|
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| | | \$ | \$ |

Executed by (signature): _____

Print Name: _____

Title: _____

For (Corporation): _____

State: _____

Address: _____

Phone: _____

Fax: _____

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**PRICING SCHEDULE
TO BE COMPLETED BY VENDOR AND RETURNED**

OTHER POTENTIAL COSTS ASSOCIATED WITH THIS PROPOSAL

| QTY | DESCRIPTION | UNIT PRICE | EXT. PRICE |
|-----|--------------|---------------|------------|
| | | \$ | \$ |
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| | | \$ | \$ |
| | TOTAL | \$ | \$ |

Executed by (signature): _____

Print Name: _____

Title: _____

For (Corporation): _____

State: _____

Address: _____

Phone: _____

Fax: _____

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**PRICING SCHEDULE
TO BE COMPLETED BY VENDOR AND RETURNED**

SUMMARY OF CHARGES

| QTY | DESCRIPTION | UNIT PRICE | EXT. PRICE |
|------------|---------------------------|-------------------|-------------------|
| | OFFICE 365 | \$ | \$ |
| | IMPLEMENTATION & TRAINING | \$ | \$ |
| | SUPPORT | \$ | \$ |
| | OTHER POTENTIAL COSTS | \$ | \$ |
| | | \$ | \$ |
| | TOTAL | \$ | \$ |

Executed by (signature): _____

Print Name: _____

Title: _____

For (Corporation): _____

State: _____

Address: _____

Phone: _____

Fax: _____

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