



CITY OF LEESBURG
FLORIDA

REQUEST FOR PROPOSAL (RFP)

RFP TITLE: **E-MAIL ARCHIVING SOLUTION**

RFP Number:	<u>100022</u>	Contracting Buyer:	<u>Mike Thornton</u>
RFP Due Date:	<u>January 19, 2010</u>	Pre-Proposal Date:	<u>None</u>
RFP Due Time:	<u>No later than 2:00 PM</u>	Issue Date:	<u>December 14, 2009</u>

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At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Purchasing Division within ten (10) working days after the official opening date and time. When countersigned by an authorized City representative, this document and any specifically identified attachments may form the formal contract document binding the parties to all performance specified herein.

Questions concerning any portion of this solicitation shall be directed in writing (fax and e-mail accepted) to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted before the pre-bid/proposal meeting and at least seven (7) days before the closing date.

DO NOT contact the Information Technology Department staff. Doing so may result in your firm being disqualified.

SECTION 1 - SPECIAL TERMS & CONDITIONS

1. Introduction

Prospective respondents are urged to read this solicitation carefully. Failure to do so will be at the offeror's risk. Participants are reminded that the requirements of this solicitation can be altered ONLY by written amendment approved and issued by the City of Leesburg Purchasing Division and that verbal communications from whatever source are of no effect. In no event shall the participant's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award. Failure to do so will be at the bidder's risk.

2. Purpose

The Purpose of this solicitation is to select a TURNKEY (all software and hardware) e-mail archiving and possibly an e-discovery solution that best meets the needs of the City. The City intends to contract with one (1) firm.

3. Tentative Timeline for RFP Process

Request for Proposal Issued	December 7, 2009
Non-Mandatory Pre-proposal Meeting	December 17, 2009
Proposals Due	January 5, 2009
Provide to Evaluation Committee	January 7, 2009

4. Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing (fax and e-mail accepted) to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted before the pre-bid/proposal meeting and at least seven (7) days before the closing date.

DO NOT contact the Information Technology Department staff. Doing so may result in your firm being disqualified.

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the City of Leesburg Purchasing Division.

Mike Thornton, Purchasing Manager
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5. Method of Award – Single Award Considering Qualifications and Pricing

Award will be to the vendor submitting the proposal that is judged to best meet the requirements and needs of the City while providing the best overall value to the City. The

following represent the principal selection criteria that will be considered during the evaluation process:

- Proposals meeting the minimum technical requirements.
- Solutions that require a minimum of administration by City IT personnel.
- The ability of the firm to provide technical support at a level acceptable to the City.
- Reports from direct and indirect references.
- Proposed costs.
- The firm adheres to the instructions in this request for proposal on preparing and submitting its response.
- Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
- Other criteria deemed relevant by the City for the required services.

The City reserves the right to conduct post-closing discussions with any proposer(s) which have a realistic possibility of contract award to include any request for additional information, and any request for "best and final" offers.

6. **Pre-Proposal Conference**

There will be NO pre-proposal meeting held for this solicitation.

7. **Contract Term**

The performance period of the contract shall remain in effect until the selected firm has fully implemented the solution and said solution is accepted by the City. A support and maintenance agreement, if necessary will be executed in addition to any agreement that may result from this RFP.

8. **Method of Payment**

The cost of the product, service or software license will be paid in a single lump-sum payment following final acceptance by the City of Leesburg after the end of the acceptance period.

In order for the City to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth in the agreement. The invoice shall be submitted to the City within thirty (30) calendar days after final acceptance. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a City representative has reviewed and approved the service.

All invoices shall contain the contract and/or purchase order number, date and type of service. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Chapter 218, part VII, Florida Statutes.

9. **Delivery Requirements**

The selected solution will be delivered/implemented in a timely manner according to an implementation schedule agreed upon by both parties prior to contract execution. Respondents should include a proposed implementation timeline in their proposal.

10. **Acceptance of Services**

All invoices are subject to review and approval by the Finance Department.

The City will have an acceptance period of 90 days. The 90 days will begin on the 'go live' date mutually agreed upon by both parties.

11. **Preparation of Solicitation/Submission of Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (Fed-X, UPS, DHL, private courier, etc) may be opened for security and inspection purposes. If it is determined the contents is not in a sealed envelope the outer container will be resealed by Purchasing Division staff.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services Office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection. FACSIMILE (FAX) OR ELECTRONIC SUBMISSIONS (E-MAIL) WILL NOT BE ACCEPTED.

Each package shall be clearly marked with the applicable solicitation number and title.

Delivery IN PERSON	UNITED STATES POSTAL SERVICE (Not Recommended)	THIRD PARTY CARRIER ie, Fed-Ex, UPS
PURCHASING DIVISION CITY OF LEESBURG 204 N. 5TH STREET LEESBURG, FLORIDA	PURCHASING DIVISION CITY OF LEESBURG PO BOX 490630 LEESBURG, FL 34749-0630	PURCHASING DIVISION CITY OF LEESBURG 204 N. 5TH STREET LEESBURG, FLORIDA 34748

12. **Completion Requirements for a Request for Proposal (RFP)**

Each responding firm will submit:

- One (1) original response,
- Five (5) complete copies of the response,
- One (1) compact disc containing an electronic copy of the response.

Any proposal received after this time may not be considered. Proposals not considered will be returned unopened to the submitter. The City is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the City.

Responses shall demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify and describe an audit approach that will meet the request for proposal requirements.

13. **Proprietary Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Quotes and the responses thereto are in the public

domain.

However, the proposers are requested to **identify specifically** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from proposers in response to this Request for Quotes will become the property of the City of Orlando and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

14. **Economy of Presentation**

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. **FANCY BINDINGS, COLORED DISPLAYS, AND PROMOTIONAL MATERIAL ARE NOT DESIRED.** Emphasis in each proposal must be on completeness and clarity of content. The City emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

Your firm will be evaluated on their qualifications and the ability to provide the required solution to the City of Leesburg. The skill of your marketing department and the material they produce is NOT evaluated.

Should you desire to use color material it is strongly recommended it be included in each of the five (5) copies of the proposal. The proposal 'copies' will be provided to evaluation committee members to perform their evaluation of each proposal.

Be mindful as to the length and amount of information included. Submitting too much information may be counted against a proposer if the information included is deemed unnecessary by the evaluator.

15. **Proposal Guidelines**

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined. If the proposal deviates from these instructions, such proposal may, in the City's sole discretion, be rejected.

Page Size and Format: Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be no smaller than 11 size font as used in Microsoft Word. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. The use

of foldout pages are DISCOURAGED. Should they be used they must fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

12. Evaluation Method

The City of Leesburg will evaluate the proposals using the scoring criteria detailed here. The City shall be the sole judge of its own best interests, the proposals, and the resulting agreement. An award may be made to the most responsive and responsible firm whose proposal is determined to be the most advantageous to the City. The City's decision shall be final and the City at all times reserves the right to:

- Reject any or all proposals or parts thereof
- Issue subsequent Requests for Proposals
- Cancel the entire Request for Proposals
- Remedy technical errors in the Request for Proposals
- Negotiate with any, all, or none of the Proposers
- Award a contract to one or more Proposers or none at all
- Accept other than the lowest price
- Waive informalities and irregularities in proposals
- Conduct personal interviews or require presentations of any or all proposers prior to selection.

Qualified individuals selected by the City will form the evaluation committee and evaluate each proposal received. Evaluation committee members may or may not be City employees.

The City of Leesburg reserves the right to consider historic information and fact, whether gained from the submitted proposal, question and answer conferences, references, and/or other sources in the evaluation process.

The City reserves the right to negotiate with one or more offerors. The City may negotiate any and all content of the proposal.

The City reserves the right to conduct investigations as deemed necessary by the City to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Proposers, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.

It is the Proposer's sole responsibility to submit information related to the evaluation categories. The City of Leesburg is under no obligation to solicit such information if the proposer fails to include it within their proposal submittal. Failure to provide requested information may result in the rejection of the proposal, or a deduction in evaluation points at the sole discretion of the evaluation committee.

The City's Local Business Enterprise Policy will not be applicable to this solicitation.

13. **Evaluation Points**

The proposals received are evaluated based on the following criteria and points:

EVALUATION ELEMENT	MAXIMUM POINTS
The solutions functionality • Ability to provide desired features and functionality • Amount of administration required • Solution(s) fit within existing IT infrastructure • Project approach – design of the solution • Ability to expand the solution in the future.	30 points
Meeting the minimum requirements and desired features • Table of Requirements • Responses to specific items in Section C	30 points
Pricing • Initial purchase price • Evaluated Cost of Ownership • Ongoing costs for maintenance and support	25 points
Technical Support • Demonstrated ability to adequately support the City • Location and availability of technical support personnel • Technical support escalation policies • References	10 points
Adherence to Proposal Requirements	5 points

SECTION 2 - STATEMENT OF WORK

1. Background

The City of Leesburg operates a centralized Information Technology (IT) Department. There is one (1) staff member dedicated to network and e-mail administration. The City has tried other e-mail archiving solutions but were not satisfied with the results.

The current problem is more the ability to retrieve e-mails based on public records requests.

The City currently uses HP Hardware for the vast majority of their network requirements. HP Desktops and Laptops are used exclusively. The City owns 1 IBM i-Series Model 520 (will be shortly upgrading to a model 620) for our Enterprise Software.

2. Definitions

Email Archiving Software is defined as a product that provides archiving of all email messages for a defined period of time and which can be used independently or as part of the City records repository for legal and business use.

File Archiving Software is defined as providing records management for long term archiving, automation of retention and compliance policies and ensuring legal and regulatory compliance for important and unstructured data.

3. Scope of Services

The City desires to contract with a qualified firm for the purchase of a 'TURNKEY' e-mail archiving solution. The solution, at a minimum must provide e-mail archiving with an efficient and easy to use method of retrieving e-mails through keyword and parameter searches in response to a public records request.

The objective of this solicitation is the acquisition and implementation of an electronic mail archiving system that provides a systematic solution to address the rapid increase of data stored on the Microsoft Exchange Server. The qualified vendor will also provide the City's personnel with installation and operational training.

4. Minimum Requirements

All proposed solutions must provide at a minimum the following:

- Compliance Archiving with audit trail,
- Mailbox archiving,
- Single instance archive storage,
- Exchange 2007 / Outlook / OWA plug-ins,
- Active Directory Integration
- Import PST Files, Export capability to PST,
- Minimum 500 clients, 4 TB capacity storage with expandability

5. Acceptable Solutions

The City invites proposals from experienced and qualified firms for the following methods of delivering an acceptable solution:

- Appliance type hardware and software solution,
- City hosted solution – hardware and software,
- Off-site 3rd party hosted solution – must meet minimum requirements for archiving, retrieval and reporting as detailed here.

All proposed solutions must be ‘TURNKEY’ to include ALL hardware, software applications, software licenses, training, documentation, implementation and support.

The proposed solution, if hosted by the City, must be tape backup capable with an existing HP Data Protector system. The successful firm will be responsible for providing any required integration with the HP Data Protector system that may be needed.

If the proposing company is NOT a hardware manufacturer the proposed server hardware must be HP Proliant® Servers.

6. **Pricing and Cost Considerations**

***** PRICING SHALL BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. PRICING SHALL NOT BE INCLUDED IN THE ORIGINAL AND COPIES OF THE PROPOSAL RESPONSE. *****

The successful firm will be compensated by a single, flat rate for products/services provided under this solicitation. The rate will be inclusive of all supplier costs. Supplier is to submit a proposed price for all products/services proposed which shall constitute the entire compensation due the successful Contractor for the products/services described in this solicitation, regardless of the difficulty, materials or equipment required, and will include all applicable taxes, fees, overhead, profits, travel, and all other direct and indirect costs incurred or to be incurred by supplier.

Suppliers will also provide a monthly rate for ongoing maintenance and support for four additional one year periods to begin after installation/deployment of the solution.

Additive Alternates

Provide pricing for ANY and ALL upgrades or enhancements that are available for the base solution. Include any ongoing annual costs required of the upgrades or enhancements.

Provide pricing for training, consulting or other services as separate line items.

7. **Technical Requirements**

The Requirements Table is included in an effort to have the responder better understand the City’s needs and requirements and for the City to understand what specifically the responder can supply. The Requirements Table **MUST** be submitted with your proposal, provide any additional information on how your solution will best serve the City. Your responses must be based on the legend provided. Additional information relating to the Product Valuation should be in your information submitted.

Feature/Function items in sections 1-8 of the following table are MANDATORY MINIMUM REQUIREMENTS. Each sub-item in this table must be responded to using the two right most columns.

If any items is marked as 'NO' you MUST describe briefly on a separate sheet why

1 = Does not meet.

2 = Partially meets as described on the attached sheet.

3 = Meets differently as described on the attached sheet.

When responding on the attached sheet be sure to number the response the same as the item number in this requirements table.

8. **Format Of Proposals**

The following information shall be submitted in all responses in the format as specified herein. Failure to submit the requested information in this format will result in a reduction of the evaluation points assigned to your proposal.

Each Section **MUST** be clearly labeled with divider sheets (preferred) or TABS. Failure to properly label the sections adds effort to the evaluation process and may result in a reduction of the evaluation points assigned to your proposal.

TITLE PAGE/COVER SHEET

Show the RFP subject, the name of the Proposer's firm, local address, telephone number, name of the contact person for the proposal, and the date submitted.

RESPONSE SECTION A

Letter of Transmittal

Limit to no more than 5 pages, include the following:

- Introduce your company and describe why your firm is qualified to provided the desired solution to the City of Leesburg. Include background information regarding your company;
- Include information that conveys financial status of your company;
- Briefly state the Proposer's understanding of the work to be done;
- Make a positive commitment to perform the work within a reasonable time period;
- Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers;

RESPONSE SECTION B

Proposed Solution

CLEARLY indicate the type of solution being proposed:

- Appliance
- City Hosted Turnkey hardware & software
- Off site third party hosted.

Adequately describe your proposed solution. Detail each component of the solution.

- Hardware
- Software
- Technical Support

Include sufficient product information and technical data to allow for an evaluation of the solution. Lack of product information may be cause for a reduction in evaluation points. The evaluators must have a clear understanding of the solution based on the information provided.

The use of diagrams and flow charts is acceptable if it helps explain the functionality and operation of the proposed solution.

Detail the estimated administrative time that will be required by City IT staff.

RESPONSE SECTION C

In this section please answer or provide information for the following points. REFERENCE YOU RESPONSES TO THE NUMBERED QUESTIONS OR POINTS LISTED HERE.

Also, include the Technical Requirements table with associated responses and explanations. The Technical Requirements Table is located on pages 11 to 17 of this document.

Specific Questions

- C-1: Please included the answers to these questions in your response.
- C-2: How does your product handle an archive server failure and still maintain availability to the users?
- C-3: For our number of email users, currently 500, how many archive servers is recommended?
- C-4: What platforms and back-end databases (MS SQL, Oracle, Etc.) does your product support?
- C-5: Provide sample reports from your solution.
- C-6: For email archiving software, does your product use journaling or log shipping?
- C-7: Can your product search SharePoint and other business systems?
- C-8: Is your product capable of performing federated searches of data that is not in the archive repository (remote file servers, desktops)? If so, how is this accomplished?
- C-9: How flexible is the customization process for creating rules, procedures or policies?
- C-10: Will users use stubs to access emails or files located in the archive repository?
- C-11: Though tve are presently using Exchange 2003 as our email system, how will a move to Exchange 2007 as our email system affect the information submitted in your proposal?
- C-12: At the end of the retention period, can the message be reviewed or printed before deletion?

Specific Information

- C-13: Each proposal must address the following items as requested.

C-14: Describe the process used by an end user to view email located in the archive from their desktop installation of Outlook.

C-15: Describe your base solution for email archiving. Include detail on all hardware and software used to provide your proposed solution.

C-16: Describe any add-ins or upgrades that are available?

C-17: Describe how, if possible, the proposed solution could be enhanced to provide a full e-discovery solution.

C-18: Describe how, if possible, the proposed solution could be enhanced to provide a full document management / Sharepoint services archiving solution.

C-19: Provide an implementation plan for your 'base' solution. It should provide sufficient detail to determine the amount of City staff that will be required and the implementation timeline.

RESPONSE SECTION D

Company References Current and Past

Provide information on the following 2 types of references. If you are unable to provide the number of references requested please explain

- Provide five (5) VERIFIABLE government agency references similar services the City is requesting.
- Provide three (3) VERIFIABLE references for clients that are either private or public(government) entities.

Reference information provided MUST include:

- Agency/Client Information
- Name of the agency
- Physical Address of the agency
- Brief description of the agency – Indicate what utility, if any, operations they have.
- CURRENT contact person information:
- Name
- Telephone
- Fax
- E-mail
- Annual Contract Value

RESPONSE SECTION E

City Required Forms

Include all required City of Leesburg forms. **FAILURE TO PROVIDE EACH FORM AND ALL INFORMATION** listed on each form may result in the rejection of your proposal, or a reduction in evaluation points . Required forms include:

SOLUTION PRICING

Separate Sealed Envelope

Solution Pricing – Include detailed pricing for the proposed solution as described in Item 6 on page 9.

REQUIREMENTS TABLE

This table MUST be completed and submitted with your proposal in Section C.

Feature Category / Description	Yes (X)	No (1,2 or 3)
1. DATA CAPTURE		
1.1. The proposed solution <u>must</u> capture all email and attachments. (See Exchange Environment section for email volumes.)		
1.2. The proposed solution <u>must</u> capture the messages without requiring an agent on the user desktop.		
1.3. The proposed solution <u>must</u> execute the archiving without requiring an agent on the mail server and must use journaling.		
1.4. The proposed solution <u>must</u> be able to import .pst files into the archive for versions of Outlook 97 to the current version.		
1.5. The proposed solution <u>must</u> index Microsoft Office documents (Office 2000 to current), PDF documents and scanned documents in TIFF format.		
2. DATA STORAGE		
2.1. The proposed solution <u>must</u> provide capture into the archive, manage retention on, index and search files from Microsoft SharePoint portal Server and Microsoft Windows SharePoint Services sites, leaving a stub to free up space while providing transparent access to users.		
2.2. The proposed solution <u>must</u> use single instance storage of email and attachments.		
2.3. The proposed solution <u>must</u> allow administrators to automatically revoke access privileges when a user is disabled and must interface with Active Directory.		
2.4. The proposed solution <u>must</u> index all email and all attachments on ingestion.		
2.5. The proposed solution <u>must</u> have multiple levels of security role based administration.		
2.6. The proposed solution <u>must</u> be able to support clustered environment with public folders and multiple Exchange servers.		
2.7. The proposed solution <u>must</u> be able to scale to support over 750 mailboxes on one archive server, with the ability to expand.		
3. RETENTION POLICY MANAGEMENT		

Feature Category / Description	Yes (X)	No (1,2 or 3)
3.1. The proposed solution <u>must</u> allow multiple retention policies to be set to different lengths (i.e. months, years...forever, etc.).		
3.2. 5. The proposed solution <u>must</u> allow retention policies to be applied to individual users, or groups within Active Directory.		
3.3. The proposed solution <u>must</u> retain emails for employees who are removed from Active Directory.		
3.4. The proposed solution <u>must</u> dynamically update the retention policies as users move to groups with different retention policies.		
3.5. The proposed solution <u>must</u> allow retention policies to be applied by keywords in the subject and/or body of the email and the attachment.		
4. DATA: END USER ACCESS		
4.1. The proposed solution <u>must</u> allow access to stubbed email and attachments via Outlook.		
4.2. The proposed solution <u>must</u> allow access to stubbed email and attachments via OWA.		
4.3. The proposed solution <u>must</u> allow end users to perform searches of their own archived email through Outlook.		
4.4. The proposed solution <u>must</u> support Microsoft Internet Explorer.		
4.5. The proposed solution <u>must</u> provide context-sensitive help in the administration/user interface.		
4.6. The proposed solution <u>must</u> allow users to search their personal archive from Microsoft Outlook without an additional login.		
5. STORAGE MANAGEMENT		
5.1. The proposed solution <u>must</u> use the same data store for e-discovery, storage management and retention.		
5.2. The proposed solution <u>must</u> provide for the stubbing of emails and attachments based on age rules.		
5.3. The proposed solution <u>must</u> compress the stored data.		
6. HISTORICAL IMPORT		
6.1. The proposed solution <u>must</u> allow for the import of all email currently residing in Exchange into the archive.		
6.2. The proposed solution <u>must</u> allow for the import of currently archived e-mails from .PST files.		
6.3. The proposed solution <u>must</u> allow for the import of all email bounded by date.		

Feature Category / Description	Yes (X)	No (1,2 or 3)
6.4. The proposed solution must automatically associate imported emails with the correct mailbox and distribution lists.		
7. SYSTEM CONFIGURATION & TRAINING		
7.1. The respondent must describe the timeframe necessary to provision the proposed solution and have it ready to begin adding user data. (e.g. - How long has it taken the average client to have the system configured for their needs?)	Include in Section C	
7.2. The respondent must describe the type of training that is required to use your system.	Include in Section C	
7.3. The respondent must describe how the respondent proposes to furnish initial and follow-up training.	Include in Section C	
8. SUPPORT		
8.1. The respondent must provide toll-free technical assistance 24/7/365 in which they respond to an incident call within 1 hour of receipt, and within 2 hours of receipt provide a resolution.		
8.2. The respondent must provide a summary of their resources (support personnel and otherwise) devoted specifically to technical issues, involving notification technology, support procedures and location of support personnel.		
8.3. The solution must include professional services to further help with design, rollout and tuning and assists with searches. This service will be available until completion of the project and acceptance by the City.		
9. DATA: LEGAL HOLD		
9.1. The proposed solution does provide for the designation of mailboxes and groups for legal hold.		
9.2. The proposed solution does provide for the flagging of individual messages for legal hold.		
9.3. The proposed solution does provide the ability to manage multiple holds on a single message.		
9.4. The proposed solution does allow legal hold to be applied by keywords in the subject and/or body of the email and the attachment.		
10. eDISCOVERY AND DOCUMENT SEARCH PERMISSIONS		
10.1. The proposed solution does allow administrators to grant or restrict access to a user, a set of users, or groups to search across a specified set of mailboxes, data stores, and groups.		

Feature Category / Description	Yes (X)	No (1,2 or 3)
10.2. The proposed solution does grant or restrict access to a user, a set of users, or groups, to search across a body of email specified by keywords or criteria.		
11. E-DISCOVERY AND DOCUMENT SEARCH CRITERIA AND FUNCTIONALITY		
11.1. The proposed solution does deliver highlighting of the word that resulted in the messages being included in the result set.		
11.2. The proposed solution does provide a discovery tool that includes the ability to distribute the review set to multiple reviewers.		
11.3. The proposed solution does enable the reviewer to attach comments to each record to document it (to explain why it is or is not included in the final set).		
11.4. The proposed solution does enable the reviewer to forward an individual message to someone else (for example, the manager) for further review.		
11.5. The proposed solution does provide tools for managing individual legal cases.		
11.6. The proposed solution does support the exporting of messages in HTML, XML, TIFF and PDF format.		
11.7. The proposed solution does support the exporting of messages in .pst, .msg or .nsf format.		
11.8. The proposed solution does recognize and support the exclusion of messages that are tagged as privileged.		
11.9. The proposed solution is capable of listing the most common terms used in found documents and allowing subsequent searches based on those terms.		
11.10. The proposed solution does allow end user and eDiscovery searches to provide relevance ranking.		
11.11. The proposed solution does allow end user and eDiscovery searches to be based on message header properties.		
11.12. The proposed solution does allow searches to be based on the email policy that has been applied to the message.		
11.13. The proposed solution does allow end user and eDiscovery searches by sender and/or recipient.		
11.14. The proposed solution does allow end user and eDiscovery searches across all sender or recipient aliases and distribution lists.		
11.15. The proposed solution does allow end user and eDiscovery searches by date range.		

Feature Category / Description	Yes (X)	No (1,2 or 3)
11.16. The proposed solution does allow end user and eDiscovery searches using any combination of: sender and/or recipient, all sender or recipient aliases and distribution lists, & date range(s).		
11.17. The proposed solution does allow end user and eDiscovery searches by message only, excluding attachment.		
11.18. The proposed solution does allow end user and eDiscovery searches by attachment only.		
11.19. The proposed solution does allow end user and eDiscovery searches by message and attachment simultaneously.		
11.20. The proposed solution does allow end user and eDiscovery searches to provide lemmatization, full wildcard and quoted searches.		
11.21. The proposed solution does support queries using Boolean logic.		
11.22. The proposed solution does allow search results to be ordered by document type, index fields, sender, recipient, date, subject, time, relevance, and other fields.		
11.23. The proposed solution does have unlimited user definable index fields complete with definable masks and/or defaults, and can be cataloged into document types.		
11.24. The proposed solution does have provision to interface with third party software.		
12. ADMINISTRATION AUDITING		
12.1. The proposed solution does provide for logging and auditing of the granting of review privileges.		
12.2. The proposed solution does provide for the logging and auditing of all searches.		
12.3. The proposed solution does provide reports to show regulatory compliance and for audit purposes.		
12.4. The proposed solution does provide for complete auditing of access to the archive.		
12.5. The proposed solution does provide for the logging and auditing of all changes to retention policies.		
13. REPORTING FUNCTIONALITY		
13.1. The proposed solution does provide archive management tools to monitor system, service and task uptime status, as well as to monitor the performance of the archiving and/or journaling activity.		
13.2. The proposed solution does provide a reporting capability that reports on the amount of data being archived.		

Feature Category / Description	Yes (X)	No (1,2 or 3)
13.3. The proposed solution does provide the ability to access archive server metrics to create custom management reports.		
13.4. The proposed solution does contain predefined reports for email volume and space used.		
13.5. The proposed solution does allow the customer to create in-house reports.		
14. AVAILABILITY		
14.1. If solution is housed on-site, must be able to integrate or use with Data Protector		
14.2. The proposed solution has the ability to run in multiple instances in multiple locations for business continuity.		
14.3. The proposed solution does provide for the automatic recovery to primary exchange servers after any outage.		
14.4. The proposed solution is compatible with the current exchange version, plus have the ability to adapt to any new versions of exchange. (See attached Exchange environment document.)		
15. DATA RECOVERY		
15.1. The proposed solution does allow data to be recovered for a complete restore of an Exchange server.		
15.2. The proposed solution does allow data to be recovered by restoring only a single Exchange storage group.		
15.3. The proposed solution does allow data to be recovered by restoring only the EDB (Exchange Data Base) and STM (Exchange Attachment) database.		
15.4. The proposed solution does allow data to be recovered by restoring only a single mailbox.		
15.5. The proposed solution does allow for the restoration of a single email to a user's mailbox.		
16. OPTIONAL FEATURES		
16.1. The proposed solution does provide for archiving of additional content from other sources, such as Sharepoint or similar tools.		
16.2. The proposed solution does provide for searching the archive from Outlook as if it were a normal Outlook folder.		
16.3. The proposed solution does allow archived data to be stored in encrypted format and should be compliant with FIPS 185 & FIPS 197 data encryption standards.		

Feature Category / Description	Yes (X)	No (1,2 or 3)
16.4. The proposed solution does allow for the encryption of data during transport and should be compliant with FIPS 185 & FIPS 197 data encryption standards.		
16.5. The proposed solution can import data directly from Exchange backup files for version 5.5 to the current version.		
16.6. The proposed solution does provide instant alerts to certain events. (e.g. - access to email defined as "sensitive"; unauthorized searches by persons with security access, administrators; etc.)		

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SECTION 3 - GENERAL TERMS & CONDITIONS

1. DEFINITIONS

- 1.1. **Addenda:** A written change to a solicitation or Request for Proposal.
- 1.2. **Contract:** The agreement to provide the goods or perform the services set forth in this solicitation.
 - 1.2.1. **Purchase of Goods -** The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specifically incorporated and a City purchase order.
 - 1.2.2. **Performance of Services –** The contract will be comprised of the Agreement between the City and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.
- 1.3. **Contractor:** The vendor to whom award has been made.
- 1.4. **City:** Shall refer to City of Leesburg, Florida.
- 1.5. **Firm:** A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes vendor, contractor, respondent, etc.
- 1.6. **Request for Proposals (RFP):** Shall mean this solicitation document, including any Addenda, used to communicate City requirements to prospective contractors and to solicit proposals (in the form Offers) from them.
- 1.7. **Modification:** A written change to the terms of a contract.
- 1.8. **Offer, Proposal or Response:** Shall refer to any offer, proposal, or response submitted in regard to this Request for Proposal that if accepted would bind the Offeror to perform the resultant contract.
- 1.9. **Responsible:** Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award (see Item 11 below).
- 1.10. **Respondent:** Shall refer to anyone submitting a response to a Request for Proposal.
- 1.11. **Responsive:** Refers to a Respondent that has taken no exception or deviation from the terms, conditions, and specifications set forth in a Request for Proposal. Their offer, proposal or response conforms to the instructions and format specified in the solicitation document.
- 1.12. **Solicitation:** The written document detailing the bid requirements and requesting either bids or proposals from interested parties.
- 1.13. **Vendor:** A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes contractor, firm, respondent, etc.
- 1.14. **In Writing –** Unless otherwise designated ‘In Writing’ includes submitting documents or questions through the electronic bid system, BidSYNC, currently used by the City.

The City has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this RFP’s mandatory requirements. The words “should” or “may” are equivalent in this RFP and indicate very desirable conditions or requirements, but are permissive in nature.

2. INSTRUCTIONS TO RESPONDENTS

2.1. **Respondent Qualification** – Eligibility requirements for award.

2.1.1. It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Vendors may enroll with the City to be included on a mailing list for selected categories of goods and services. To be recommended for award the City requires that vendors provide evidence of compliance with the requirements below upon request:

2.2. **Contents of Solicitation and Respondents' Responsibilities** – It is the responsibility of the respondent to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the offeror will not be accepted as a basis for varying the requirements of the City of the amount to be paid to the vendor.

2.3. **Request for Additional Information** - Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid opening date. Oral answers will not be authoritative.

2.4. **Requests/Questions** – Interested firms are encouraged to submit their questions electronically through BidSYNC. If this is not possible questions may be faxed to the attention of the Purchasing Department at (352)326-6618 or submitted via e-mail at purch@leesburgflorida.gov. You must reference the RFP number in the subject line. All requests for information or questions should be clearly marked and must be received no later than the time and date indicated on the summary sheet.

2.5. **Addenda** – The Purchasing Division may issue an addendum in response to any inquiry received, prior to the time designated for receipt of the solicitation response, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The offeror should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the offerors responsibility to ensure receipt of all addenda and any accompanying documentation. The offeror is required to submit with its offer a signed “acknowledgement of Addenda” form when any addenda have been issued. Failure to acknowledge each addendum may prevent the offer from being considered for award.

2.6. **Restricted Discussions** – From the date of issuance of this solicitation until final City action (contract execution), vendors should NOT discuss the solicitation or any part thereof with any employee, agent, or any other representative of the City except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

2.7. **Questions Regarding Specifications Or Proposal Submittal Process** - To ensure fair consideration for all parties, the City prohibits communication to or with any department, division, employee, or city representative from the date of issuance of this solicitation until final City action.

- 2.7.1. All questions relative to interpretation of specifications, scope of services or the Proposal Response process shall be addressed **in writing** as indicated below, in ample time before the period set for the receipt and opening of the proposals. No inquiries, if received after the deadline for questions will be given any consideration. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the RFP which, if issued, will be made available to all prospective offeror's no later than two (2) days before the date set for receipt of the Responses.
 - 2.7.2. It will be the responsibility of the offerors to contact the Purchasing Department prior to submitting a ~~Bid~~ Response to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the ~~Bid~~ Response.
3. **Public Entity Crimes** – Pursuant to Section 287.133(12)(a) of the Florida Statutes, 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 Bid Response on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses 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 (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."
4. **Award** – Award may be made to the source which offers the best value to the City based on a technical evaluation and ranking of the proposals in accordance with the evaluation criteria as set forth in the RFP. The City reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City will be the sole judge of its best interest.
5. **Assignment** – The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.
6. **Cancellation of Solicitation** – The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City.
7. **Collusion Among Firms** - Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such bids. Related parties shall mean bidder or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a bid for the same materials, supplies, services, or equipment shall be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

8. **Conflict of Interest** - The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Leesburg. Further, all Bidders must disclose the name of any City of Leesburg employee who owns, directly or indirectly, an interest of five percent (5%) or more of the respondents firm or any of its branches.
9. **Continuation of Work** – Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.
10. **Contract Extension** – The City has the unilateral option to extend any contract resulting from this solicitation for up to ninety (90) calendar days beyond the current contract period. In such event, the City will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the City and the vendor(s). Exercise of the above options requires the prior approval of the Purchasing Manager.
11. **Cost of Preparing Proposal** - All costs incurred by the Offeror for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Offeror. The City of Leesburg will not reimburse any Offeror for any such costs.
12. **Vendor Qualification** - Eligibility requirements for contract award.
 - Have NO delinquent indebtedness to the City of Leesburg or other federal, state, or municipal agencies;
 - Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
 - Be able to comply with the required or proposed delivery or performance schedule;
 - Have a satisfactory record of performance. Vendors who are or have been seriously deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
 - Have a satisfactory record of integrity and business ethics; and
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
13. **Copeland "Anti-Kickback" Act** - The Contractor must comply with the Copeland "Anti-Kickback" Act, 18 USC 874 as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.
14. **Disputes** - In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Leesburg Purchasing Division shall be final and binding on both parties.
15. **Execution of Contract** – The firm to whom a Contract is awarded will be required to execute two (2) original contract documents within ten (10) days from the date of notice of acceptance of the Offer, and deliver these executed instruments to the City of Leesburg Purchasing Division.

16. **Interpretation of Contract Documents** - Each Offeror shall thoroughly examine the Response Form, and all other papers comprising the Contract Documents. He shall also examine and judge for himself all matters relating to the location and the character of the proposed work. If the Offeror should be of the opinion that the meaning of any part of the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation thereof to Purchasing Department, P.O. Box 490630, Leesburg, Florida 34748, Email to: purch@leesburgflorida.gov, (352) 728 9880, FAX (352) 326-6618 at least seven (7) days before the date of the formal opening of Bid Responses in order that appropriate addenda may be issued by the Purchasing Manager, if necessary, to all prospective Offerors.
- 16.1. Any such interpretation will be made only through the issuance of a written addendum, a copy of which will be so mailed or delivered to each prospective Offeror who has submitted Response documents. The Purchasing Manager will not be responsible for oral interpretation given either by him or by a member of his staff, the issuance of a written addendum being the only official method whereby such an interpretation will be given. The failure of the Offeror to direct the attention of the Purchasing Manager to errors or discrepancies will not relieve the Offeror, should he be awarded the contract, of responsibility of performing the work to the satisfaction of the City of Leesburg.
17. **Inspection and Acceptance Of Materials Or Services** - The material and/or services provided under any contract awarded in accordance with this solicitation shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City. Materials and/or services must comply with all the terms herein. In the event the material and/or service supplied to the City is found to be defective or does not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller. Materials shall be returned to the seller at the seller's expense. The City may take up to 15 days to complete their inspection of materials or services. The inspection period will be used to determine if the item meets the specifications requested and is fit for its intended use. Payment will be authorized upon final acceptance.
18. **Rules, Regulations and Licenses** – The vendor shall comply with all federal, state, county, and local laws ordinances, rules and regulations applicable to provision of the goods and/or services specified in this solicitation. Lack of knowledge by the Bidder will in no way be relief from responsibility.
19. **Liability** - The vendor shall hold and save the City of Leesburg, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the Purchase Order or Agreement which may result from their Response.
20. **Non-appropriation** – The vendor understands and agrees any and every Purchase Agreement is subject to the availability of funds to the City to purchase the specified products/services. As used herein, a “non-appropriation” shall be defined as an occurrence wherein the City, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to any Contract, from the source of funding which the City anticipates using to pay its obligations hereunder, and the City has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under Contract. The City may terminate a Purchase Agreement, with no further liability to the vendor, effective the first day of a fiscal period provided that:
- 20.1. a non-appropriation has occurred, and

- 20.2. The City has provided the vendor with written notice of termination not less than fifteen (15) days before the proposed termination date.
- 20.3. Upon the occurrence of such non-appropriation the City shall not be obligated for payment for any fiscal period for which funds have not been appropriated.
21. **Conflicts within the Solicitation** – Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Statement of Work, the Pricing Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Price Section, the Statement of Work, the Special Terms & Conditions, and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.
22. **Price Offered** - The unit prices, lump sum(s) and total price offered for the work shall be firm for 90 calendar days after the proposal ~~bid~~ opening date. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence.
23. **Protests** – Protests must be submitted in writing to the Purchasing Manager at 2010 Griffin Road, Leesburg, FL 32748. The written protest must specifically state the reason for the protest and exactly what is being protested. Protests received after the deadlines listed will not be considered. The Purchasing Manager will respond to protests no later than 7 business days from the day it is received. In case of a protest the determination and decision of the City of Leesburg Purchasing Division shall be final.
24. **Request for Proposals (RFP) & Request for Qualifications (RFQ)** – Protests must be received within 5 business days of the letter of intent to award being issued by the City of Leesburg Purchasing Division.
25. **Provision for Other Agencies** - Unless otherwise stipulated by the Respondent, the successful Respondent agrees when submitting a proposal ~~or bid~~ to make available to all governmental units, agencies, and special taxing districts the proposal or prices submitted, in accordance with the terms and conditions, should any said department agency or municipality wish to buy under this agreement.
26. **Qualifications of Respondents** - The City of Leesburg reserves the right before awarding the contract, to require the respondent to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.
- 26.1. The respondent is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Bidder will in no way relieve him of responsibility.
- 26.2. Any respondent may be required to show to the complete satisfaction of the City of Leesburg that he has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.
- 26.3. Respondents must possess any and all required licenses to perform and complete the work necessary in this project. The respondent must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.

27. **Quantities** – The City reserves the right to adjust quantities stated in this proposal document. Available funding versus prices quoted may affect actual quantities ordered. The City may choose to increase or decrease quantities stated in the documents depending on the circumstance. The City is not obligated to place any order for a given amount subsequent to the award of this solicitation. The City may use any stated estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall the City be liable for payments in excess of the amount due for quantities of goods or services actually ordered.
28. **Responsibility of Respondent To Inform Himself As To All Conditions Relating To Project** - The respondent, by and through the submission of his response, agrees that he shall be held responsible for having theretofore examined the site, the location and/or route of all proposed work and for having satisfied himself as to the character of such location and/or route of surface and underground obstructions, the nature of the ground and water table conditions and all other physical characteristics of the job, in order that he may include in the prices which he proposes, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which will be encountered in doing the proposed work.
29. **Responsiveness (Sealed Proposals)** – Proposal responses shall conform in all material respects to the Request for Proposal (RFP) in order to be considered for award. Any response which fails to conform to the RFP's essential requirements may be rejected.
- 29.1. An effective proposal will be formatted to the RFP specifically with particular attention paid to providing the information necessary to meet the evaluation factors in detail. The proposal must demonstrate to the City that the offeror is highly qualified with regard to each of the specific evaluation factors in the RFP.
30. **Right to Accept or Reject Proposals** – Proposals which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every respect with the RFP, and the Contract Documents, may be rejected at the option of the City of Leesburg (also see RFP Definitions).
- 30.1. The City of Leesburg does not bind itself to accept the lowest price for the minimum specifications stated herein, but reserves the right to accept any response which in the judgment of the City will best serve the needs and interests of the City of Leesburg. If, at the time this contract is to be awarded, the lowest Cost Response submitted by a responsible Offeror having acceptable qualifications and abilities to perform the work, does not exceed the amount of funds then estimated by the City as available to finance the contract, the contract will be awarded for that Respondent. If such lowest Cost exceeds such amount, the City may reject all Responses or may award the contract on the lowest Cost Response less such deductible alternates or schedules of work which are listed in the Cost Proposal Forms, as produces a net amount which is within the available funds.
31. **Signature Of Vendor** - The vendor shall sign the proposal response form (Proposers Certification) in the space provided for the signature. If the vendor is an individual, the words, "Doing Business As (business name)", or "Sole Owner" shall appear beneath his signature. In the case of partnership, the signature of at least one of the partners shall follow the firm name and the words, "Member of Firm", should be written beneath such signature. If the vendor is a corporation, the title of the office signing the Response in behalf of the corporation shall be stated and evidence of his authority to sign the Response shall be submitted. The vendor shall state in the Response the name and address of each person interested herein.

32. **Subcontracting** – Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without prior written consent of the City. The ability to subcontract may be further limited by the ability to subcontract may be further limited by the Special Terms and Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.
33. **Time Allowed** - Time is of the essence and the successful vendor shall deliver the item(s) within the total number of calendar days as provided for in the Response submitted.
34. **Warranty** - All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the City, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.
35. **Wage Rates/Equal Employment Opportunity** - Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The Contractor must insure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the contractor.
36. **Withdrawal of Proposal** - Any response to this RFP may be withdrawn **prior** to the due date and time specified in the RFP document and any addenda.

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Section 4 – FORMS

All forms in this section must be completed and submitted with your proposal. Failure to use THESE forms may result in evaluation points being deducted.

BIDDER'S CERTIFICATION

By signing and submitting this bid or proposal the respondent attests and certifies that:

- It satisfies all legal requirements (as an entity) to do business with the City.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the City that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.
- I have carefully examined the full solicitation document and any other documents accompanying or made a part of this solicitation.
- I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the solicitation and/or resulting contract.
- All information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the bid.
- Having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the bid or proposal.
- The following listing states any clarifications, any and all variations from and exceptions to the requirements and/or special terms and conditions. Taking exception to the General Terms and Conditions is NOT permitted and may result in your bid being deemed non-responsive and disqualified.
- The work, services, or goods will be provided in strict accordance with the requirements of this solicitation, and understands that any exceptions to the requirements of the specifications and documents may render the bid or proposal non-responsive.

Exceptions – No Exceptions will be allowed after the solicitation due date and time.

___ I take NO exceptions to this solicitation and all related documents.

The following exception(s) is/are taken:

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

General Vendor Information and Signature

Firm Name: _____

Physical Address: _____

Mailing Address: _____

Phone No.: _____ Fax No.: _____ Mobile Phone No.: _____

FEIN No.: _____ e-Mail Address: _____

Printed name: _____ Title: _____

Signature: _____ Date: _____

ADDITIONAL CONTACT INFORMATION

Provide information regarding who may be contacted regarding the solicitation response.

Additional Contact			
Name:			
Title:			
Address:			
Phone No.:	Fax No.:	Mobile Phone No.:	
e-Mail Address:			
Additional Contact			
Name:			
Title:			
Address:			
Phone No.:	Fax No.:	Mobile Phone No.:	
e-Mail Address:			

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies. Failure to complete this acknowledgement section may be considered a major irregularity and may be cause for rejection of the bid.

Part I:
The bidder must list below the dates of issue for each addendum received in connection with this solicitation: Addendum #1, Dated: Addendum #2, Dated: Addendum #3, Dated: Addendum #4, Dated: Addendum #5, Dated:
Part II:
☐ No Addendum was received in connection with this solicitation.

AFFIDAVIT OF NON-COLLUSION

I state that I am _____ of _____ and that I
 _____ (title) _____ (name of company)
 am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my
 firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) _____, its affiliates, subsidiaries, officers, directors and employees
(name of company)
are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that _____ understands and acknowledges that the above
(name of company)
representations are material and important, and will be relied on by the City of Leesburg in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Leesburg of the true facts relating to the submission of Offers for this solicitation or contract.

(Authorized Signature)

(Title)

NOTICE: State name of Bidder followed by name of authorized individual (and title) who is signing as Affiant. If Bidder is an individual, state name of Bidder only.

(Name of Company)

Sworn to and subscribed to before me this _____ day of _____, 20____, in the state of _____, County of _____.

Attest: _____
Notary Public

My Commission Expires: _____

Notary Seal

AFFIDAVIT ON PUBLIC ENTITY CRIMES

(SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES)

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 the City of Leesburg

by _____
(individual's printed name and title)

for _____ whose business address
(name of company submitting sworn statement)

is _____

- I. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- II. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- III. 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.
- IV. 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 a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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V. Based on information and belief, THE STATEMENT WHICH I HAVE MARKED BELOW is true in relation to the entity submitting this sworn statement.

___ 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) (Date)

STATE OF _____)

COUNTY OF _____)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature
(Name of individual signing)

in the space provided above on this _____ day of _____, 20_____.

Attest: _____
(Notary Public)

My commission expires: _____
(Notary Seal)