

SUBMIT AN ORIGINAL AND FIVE (5) COPIES

BID SPECIFICATIONS



FOR
E-MAIL SOLUTION

ITD

BID NO: ESC-0458-13

OPEN DATE: 2/27/2013

TIME: 2:00 P.M.

**PLACE: 1ST FLOOR, ED BALL BUILDING, 214 North Hogan
STREET, SUITE 110**

PRE-BID CONFERENCE:

DATE: N/A
TIME: N/A
LOCATION: N/A

**CITY OF JACKSONVILLE
PROCUREMENT DIVISION**

**ALVIN BROWN
MAYOR**

**GREGORY PEASE, CHIEF
PROCUREMENT DIVISION**

EQUAL BUSINESS OPPORTUNITY PROGRAM
Encouragement Plan

It is an official policy of the City of Jacksonville to encourage the maximum participation of Jacksonville Small Emerging Business ("JSEB") in its contract awards based upon availability.

This project has been designated to be under the Equal Business Opportunity Program and has been selected to utilize the following method for achieving JSEB utilization and goals under the Equal Business Opportunity Program: **The Encouragement Plan.**

Under the encouragement plan, vendors shall make all efforts reasonably necessary to ensure that City certified JSEB have a full and fair opportunity to compete for performance on this project.

Bidders/Suppliers/Consultants or any entity doing business with the City shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

Please use the attached form 1 (Schedule of Participation) to submit JSEB Participation on this Bid. You may contact the City's Equal Business Opportunity Office for a copy of the JSEB directory or visit our web site at www.coj.net.

(REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK)

SCHEDULE OF SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

NAME OF BIDDER _____
PROJECT TITLE _____
BID _____
NUMBER _____ TOTAL BASE BID AMOUNT _____

***Please list all JSEBs first**

NAME OF SUB FIRM	ADDRESS OF FIRM	TYPE OF SUB (if certified)	TYPE OF WORK TO BE PERFORMED	TOTAL CONTRACT VALUE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The undersigned acknowledges and agrees that, if any of the above-listed JSEBs are not, for any reason, properly certified with the City, in accordance with Ordinance 2004-602, at the time of bid opening, the same will not be counted toward meeting the participation percentage goal as defined herein.

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule, as well as any applicable alternates, conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature: _____ Title: _____ Date: _____
Signature of Prime Contractor

Print Name: _____

Attach additional list of subcontractors/subconsultants as needed
FORM 1



BID FORM

City of Jacksonville

DATE: _____

Procurement Division

INVITATION TO BID NO. ESC-0458-13

THIS FORM MUST BE SIGNED AND INCLUDED IN BID SUBMISSION	
<p><u>COMPANY NAME AND ADDRESS</u></p> <p>FID/SSN# _____</p>	<p><u>SUBMIT BID IN DUPLICATE</u></p> <p>Bid to be submitted before 2:00 P.M. in suite 105, 214 N. Hogan St.</p> <p>This bid will be opened on 02/27/2013 at 2:00 P.M.</p> <p>Suite 110, Ed Ball Building, 214 N. Hogan St.</p> <p>Response(s) to bid must be in ink or typewritten</p> <p>Analyst: Deidra Baines Phone: (904) 255-8808</p>
<p><u>BID SECURITY REQUIREMENTS</u></p> <p>None Required</p>	<p><u>TERM OF CONTRACT</u></p> <p>One (1) Year from Date of Executed Contract with Four (4) One (1) Year Renewal Options</p>
<p><u>SAMPLE REQUIREMENTS</u></p> <p>None Required</p>	<p><u>PERFORMANCE BOND</u></p> <p>100% Equal to contract Amount (The City reserves the right to increase or waive the bond).</p>
<p><u>QUANTITIES:</u></p> <p>Quantities are fixed</p>	<p><u>FOR TECHNICAL INQUIRIES, CONTACT:</u></p> <p>Deidra Baines 904-255-8808 dbaines@coj.net</p>
<p>AGENCY: Information Technology Division</p>	
<p>Bid is to obtain providers for an E-Mail Solution for the City of Jacksonville, Florida.</p>	
<p>Terms of Payment: Net or ____% discount ____ days (discounts offered for payment periods of less than 30 days will not be considered in making award)</p>	
<p>Bidder's Certification</p>	
<p>Material is F.O.B. DESTINATION Delivery will be made in _____ business days from receipt of purchase order.</p>	
<p>We have received addenda _____ through _____</p>	<p>Handwritten Signature of Authorized Officer of Firm Date</p>
	<p>Print Individuals's Name and Title Phone Number Fax Number</p>

1. RESERVATIONS: The City of Jacksonville, Florida reserves the right to reject any or all bids or any part thereof and/or to waive information if such action is deemed to be in the best interest of the City of Jacksonville.

The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and the general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not effect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. The City also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds if required under the conditions of this bid.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OR MEANING OF ANY PART OF THIS BID THEY SHOULD CONTACT THE PROCUREMENT DIVISION IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING ITS BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE CHIEF OF THE PROCURMENT DIVISION.

3. TAXES: The City of Jacksonville, Florida is exempt form the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000.344.

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. "OR EQUAL" INTERPRETATION: Even though a particular manufacturer's name of brand is specified, bids will be considered on other brands or on the products of other manufacturers unless noted otherwise. On all such bids the bidder will clearly indicate the product (brand and model number) on which he is bidding, and will supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacture specified. All samples will be submitted in accordance with procedures outlined in the paragraph on SAMPLES. Catalog cuts and technical descriptive data will be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient ground for rejection of bid.

6. DEVIATIONS TO SPECIFICATIONS: In addition to the requirements of paragraph five, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of the submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:

a. Whenever the specifications indicate a product or a particular manufacturer, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as for the exact brand, model, or a manufacturer specified, together with all accessories, qualities, tolerances, compositions, etc. enumerated in the detailed specifications.

b. If no particular brand, model or make is specified, and if no data is required to be submitted with this bid, the successful contractor, after award and before manufacturer or shipment: may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if each requirement of the specifications is being complied with.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Samples on which bidders are unsuccessful must be removed as soon as possible after an award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.

Bidders will make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples will be borne by the bidder.

All sample packages will be marked "**Sample for the Procurement Division**" and each sample will bear the name of the bidder, item number, bid number and will be clearly tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. PERFORMANCE BOND: When applicable, the successful bidder on this bid must furnish a performance bond as indicated in the specifications, made out to the City of Jacksonville, Florida, prepared on an approved form, as security for the faithful performance of his contract within ten days of his notification that his bid has been accepted. The

surety thereon must be such surety company as are authorized and licensed to transact business in the State of Florida. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders, upon failure or refusal to furnish within ten days after his notification the required performance bonds, will pay to the City of Jacksonville, Florida, as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with his bid.

10. PROVISION FOR OTHER AGENCIES: Each bidder agrees when submitting his bid that he will make available to all City agencies and departments, bi-City agencies, in-City fire departments and municipalities, the bid process he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

11. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

12. DISCOUNTS: ALL DISCOUNTS OTHER THAN PROMPT PAYMENT TO BE INCLUDED IN BID PRICE. PROMPT PAYMENT DISCOUNTS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN DETERMINING LOW BID.

13. COLLUSION: THE BIDDER, BY AFFIXING HIS SIGNATURE TO THIS PROPOSAL AGREES TO THE FOLLOWING: "BIDDER CERTIFIES THAT THIS BID IS MADE WITHOUT ANY PREVIOUS UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME ITEMS; AND IS IN ALL RESPECTS FAIR, WITHOUT OUTSIDE CONTROL, COLLUSION, FRAUD OR OTHERWISE ILLEGAL ACTION."

14. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price will govern.

15. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City" in the foregoing paragraphs No's 1 - 14.

16. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

17. NONDISCRIMINATION PROVISIONS: In compliance with Section 4 of Ordinance 69-630-653, the bidder will, upon affixing his signature to the proposal form, and/or the acceptance of a purchase order, sight draft, field order, certifies that his firm meets and agrees to the following provisions, which will become a part of this contract.

a. The contractor represents that he has adopted and will maintain a policy of nondiscrimination as defined by ordinance of the City of Jacksonville throughout the term of this contract.

b. The contractor agrees that on written request, he will permit the reasonable access to his employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission of the City of Jacksonville for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this contract, provided however, that the contractor will not be required to produce for inspection any records covering periods of time more than one year prior to the date of this contract.

c. The contractor agrees that if any of the obligations of this contract are to be performed by a subcontractor, then the provisions of a and b of this section will be incorporated into and become a part of the subcontract.

18. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and

b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

19. LICENSES REQUIREMENT: Bidders/vendors responding to a solicitation or by acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

20. ELECTRONIC PAYMENTS: Bidders/vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

1. SUBMISSION OF BIDS:

All bids must be submitted no later than the designated bid opening date and time as specified in the bid documents.

Submit bids to:

City of Jacksonville
Department of Procurement
214 N. Hogan Street, Rm 105
Jacksonville, Florida 32202.

Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder's risk.

LATE BIDS ARE NOT CONSIDERED.

Bid only on the bidding form(s) supplied herewith, using ink or typewriter. Any changes or alterations must be initialed by the person signing the bid.

Bidders' signature on the Bid Form (Form GB-102) signifies that the bidder has familiarized himself with all the Terms and Conditions of this bid, and agrees to them all, and that his bid is made and submitted for the items as specified and detailed herein unless exceptions are clearly noted and that the prices quoted herein are firm for the duration of this bid. Failure to submit a signed Bid Form with bid submission will be grounds for bid rejection. Violations of any of the Terms and Conditions of this bid and delivery time stated can result in the Bidder's suspension from all bid lists of the City of Jacksonville and its agencies and penalties provided for by the Purchasing code of the City of Jacksonville.

Please use the green label enclosed when submitting your bid, be sure to write the bid number and the open date on the label. If you downloaded the bid package you will not have a green label. Please write your bid number and open date on the outside of the sealed envelope. Failure to do so may result in your bid being returned unopened.

2. BID/SURETY REQUIREMENTS:

All Bids that may require a bid security or surety in the form of a certified check, cashiers check or bid bond in the amount as prescribed in the bid documents must accompany the bid submission prior to the scheduled bid opening. Certified and cashiers checks will be deposited by the City and reimbursement checks will be issued once an award is made. Failure to submit the above information timely will be grounds for rejection of bid.

3. BID OPENING AND TABULATION:

Due to the large number of bids to be opened, and the numerous items contained in some bids, such bids will not be tabulated at the bid opening. Bids may be reviewed by arrangement with the respective buyer. Bidders desiring a copy of the tabulation sheet and the award recommendation must include a self addressed, stamped envelope with their bid. If a copy of the tabulation sheet is desired prior to award, then two (2) self addressed, stamped envelopes must be included.

BID RESULTS AND AWARD RECOMMENDATIONS WILL NOT BE GIVEN BY TELEPHONE**4. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS:**

A. Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

B. Jacksonville Small Business Enterprise (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. . If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.

C. Third-Party Liability - The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

SUPPLEMENTAL CONDITIONS (cont'd)

5. PUBLIC ENTITY CRIME INFORMATION:

A person or affiliate who has been placed on the State Of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 for a period of 36 months from the date of being placed on the convicted vendor list.

6. AUDIT PROVISION

A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

7. W-9 REQUIREMENT

All bidders are encouraged to submit with their bid submission a revised W-9 if any company information has changed within the last six (6) months. It is the vendor's responsibility to ensure that the City has a current W-9 on file and as listed in the JaxPRO system.

8. SOLICITATION SILENCE POLICY

The City of Jacksonville's Procurement Division has implemented a Solicitation Silence Policy that prohibits certain oral communication regarding a solicitation during the period the policy is in effect. Written communications to the Chief of the Procurement Division or his/her staff are allowed at all times.

Prohibitions

Any oral communication regarding a particular solicitation is prohibited between a potential vendor, service provider, bidder, lobbyist or consultant and city employees, staff, or hired consultant.

Exceptions to the Solicitation Silence Policy

Unless specifically provided in the applicable solicitation document the Solicitation Silence Policy does not apply to the following:

- communications regarding a particular solicitation between the Chief of the Procurement Division or his/her staff responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document
- communications between a potential vendor, service provider, bidder, consultant or lobbyist and city employees responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures
- communications with the Office of General Counsel and his/her staff
- communications with the Office of Inspector General and his/her staff
- emergency procurements of goods and services pursuant to 126.102(e)
- oral communications at pre-bid conferences
- oral presentations before publicly noticed committee meetings
- contract negotiations during any duly noticed public meeting
- duly noticed site visits to determine competency of bidders during the period between bid opening and issuance of the Chief of Procurement Division's written recommendation
- communications in writing at any time to the Chief of Procurement Division or his/her staff unless specifically prohibited by the applicable solicitations document

Commencement and Termination of the Solicitation Silence Period

The period of Solicitation Silence commences after the advertisement of the solicitation document. The period of Solicitation Silence terminates after the Chief of the Procurement Division issues a written recommendation to the corresponding awarding committee. If the awarding committee refers the Chief's recommendation back for further review, the Solicitation Silence period shall be reinstated until such time as the Chief issues a subsequent recommendation.

Written Communication During the Solicitation Silence Period

When the Solicitation Silence period is in effect, any communication shall be in writing, unless one of the exceptions applies. Written communication may be in the form of letter, email or facsimile.

If Not an Exception

If an oral inquiry call for an answer or response that is not within the scope of the exception, kindly request that the question be presented in writing to the Chief of the Procurement Division or his/her staff and that a response will, in turn, be given

CONFLICT OF INTEREST CERTIFICATE

SECTION 00320

BID# ESC-0458-13

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the City or it's independent agencies requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

SECTION II

I hereby certify that the following named City official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

Name	Title of Position	Date of Filing

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.112 of the purchasing Code Requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official _____

Position Held _____

Position or Relationship with Bidder _____

TABLE OF CONTENTS

1	PURPOSE	2
2	INSTRUCTIONS TO VENDORS.....	2
2.1	TERM OF AGREEMENT	4
3	MINIMUM QUALIFICATIONS.....	4
4	FUNCTIONAL REQUIREMENTS.....	6
4.1	MESSAGE, CALENDAR AND CONTACT SERVICES	6
4.2	MOBILE MESSAGING SOLUTION	13
4.3	ELECTRONIC ARCHIVING AND E-DISCOVERY SUPPORT	14
5	TECHNICAL REQUIREMENTS	20
6	PERFORMANCE REQUIREMENTS	22
7	INFORMATION SECURITY AND PRIVACY	23
8	SERVICE MANAGEMENT AND SUPPORT	24
9	SERVICE LEVEL REQUIREMENTS	27
10	BILLING AND ACCOUNTING.....	28
11	DEPLOYMENT AND MIGRATION.....	30
12	TRAINING APPROACH AND STRATEGIES	31
13	EXIT STRATEGY	32
14	INDEMNIFICATION.....	32
14.1	INSURANCE REQUIREMENTS	363
15	EVALUATION CRITERIA	36
15.1	PRICE EVALUATION (COST)	36
15.1.1	<i>First Year Cost</i>	<i>36</i>
15.1.2	<i>Costs Years 2-5.....</i>	<i>37</i>
15.2	COSTS FOR SECONDARY EMAIL ENVIRONMENT.....	37
15.2.1	<i>Secondary Environment - First Year Cost.....</i>	<i>37</i>
15.2.2	<i>Secondary Environment - Costs Years 2-5</i>	<i>38</i>
15.3	REQUIREMENTS EVALUATION (ABILITY).....	38
15.4	REFERENCES	39
15.5	EVALUATION MATRIX	39
16	ADDITIONAL INFORMATION FOR VENDOR.....	40
16.1	EXHIBIT 1 – EXCHANGE 2010 ENVIRONMENT.....	40

SPECIFICATIONS FOR INFORMATION TECHNOLOGIES DIVISION E-MAIL SOLUTION

1 PURPOSE

The City of Jacksonville (COJ) Information Technologies Division (ITD) is accepting proposals for an enterprise email service solution to manage email accounts with the ability to expand as needed. ITD currently uses Microsoft Outlook with Microsoft Exchange Server 2010 in combination with Symantec Enterprise Vault for email journaling. Below is an estimate of current usage:

- Volume of archived data – 8.643 TB
- Size of Exchange Message Store – 1.894 TB
- Average volume of unfiltered emails – 4,764 per hour
- Number of active mailboxes - 6467
- Number of disabled mailboxes – 2469
- Number of resources – 355

The new solution must have the ability to sync the email addresses of the Jacksonville Sheriff's Office (JSO), the Office of the Public Defender, and the Clerk of Courts Office in order to provide a consolidated address book for direct look up of these addresses. This consolidation feature is currently in effect with the existing system.

2 INSTRUCTIONS TO VENDORS

1. Vendors must provide the information requested and must indicate their understanding and acceptance of all of the specifications, requirements and terms and conditions of the RFP. Any vendor exceptions to the requirements of the RFP must be clearly noted in the vendor's proposal.
2. The cost of preparation of the Vendor's proposal is entirely the responsibility of the Vendor. The City will not be charged in any way for the cost or preparation of the Vendor's proposal.
3. Alternate proposals or a proposal received from Vendor's who do not provide the information requested will be rejected.
4. The City reserves the right to reject any and all proposals received and to waive any irregularities in proposal responses.
5. During the evaluation of the Vendor's proposal, any discussion by the Vendor and with any member of the City involving cost information will be considered grounds for rejection of the Vendor's proposal.
6. Contact Person for this RFP is:

Deidra Baines, Purchasing Analyst
Procurement Division
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: 904-255-8808
E-Mail: dbaines@coj.net

7. If a Contractor (i) has questions about the RFP, (ii) finds discrepancies, omissions or ambiguities in the RFP, or (iii) believes any term or condition of the RFP is unreasonable, Contractor should request an amendment to the RFP. The request should reference the RFP section at issue and include any specific language that Contractor recommends using.

All requests for amendment must be submitted to the Contact Person in writing (via US mail, courier, e-mail, or hand delivery) and, unless otherwise specified in the RFP, be received by the Contact Person by Thursday, February 14, 2013, by 5:00 p.m. Questions and requests for amendments directed to the Contact Person or to any other Buyer personnel shall not constitute a formal protest of the RFP. Failure to request an interpretation or change will be considered evidence that Contractor understands and agrees to the provisions of the RFP.

The posting of a written addendum is the only official method by which interpretations, clarifications, changes or additional information will be given by Buyer prior to the opening of Responses. Any other interpretation, clarification, change or information will have no legal effect.

Buyer reserves the right to amend, cancel or reissue the RFP at its discretion. This includes the right to change the Response Due Date and the award date. Notice of all amendments and cancellations will be posted on Buyer's website (please contact the Contact Person if you are uncertain of the website address or if you experience problems accessing it). Contractor is responsible for monitoring this website for new or changing information.

8. Bids should be submitted to the address below no later than 2:00 pm on February 27, 2013:

City of Jacksonville
Department of Procurement
Ed Ball Building
214 N. Hogan Street, Suite 105
Jacksonville, FL 32202

Contractors are fully responsible for meeting these requirements. Reliance upon mail or public carrier is at Contractor's risk. **Late bids will not be considered.**

Contractor shall submit:

- 1) One (1) original signed version of its Response clearly marked as "ORIGINAL." The Response must be signed by an officer or employee having authority to legally bind Contractor.
- 2) Five (5) hard copies of the entire Response.
- 3) One (1) scanned copy (in .pdf format) of entire Response, on a CD-ROM or Flash Drive. Large files may be scanned as several separate PDF files.

All copies are to be placed in a sealed package. The outside must be marked with the RFP title and number, date of opening and Contractor's name, address, contact person, and telephone number.

2.1 Term of Agreement

The initial term of agreement is one (1) year from execution of the Contract with four (4) one (1) year renewal options. Upon written mutual agreement between the successful proposer and the City, but at the City's option, the Agreement may be renewed at the second anniversary date and each anniversary date thereafter for successive **one (1) year** periods (each, a "Renewal Term"), subject to the same provisions, terms, conditions, and specifications as set forth in the Agreement.

3 MINIMUM QUALIFICATIONS

Vendor must meet the following qualifications to be eligible to bid. Vendors who do not meet these qualifications must be rejected.

1. Supplier must provide historical and reference information that confirms a minimum of five (5) consecutive years of experience in email hosting services.
2. Supplier must provide a minimum of five (5) contactable references of installed systems similar in scope per the data provided in Section 1.
3. The City reserves the right to contact references. Government references are encouraged.
 - o Provide Reference Information including but not limited to:
 - I. Customer Contact Name, Phone Number, and Title
 - II. Organization Name and Address
 - III. Industry
 - IV. Describe briefly the nature of the current services provided
 - V. The City reserves the right to contact references
4. Supplier's proposal must include five (5) year total cost of ownership/service.
5. Supplier must provide current proof of all business licenses required by local, state, and federal law.
6. Supplier must provide most recent audited/reviewed financial statement or balance sheet.
7. The back end mail server must be able to communicate with Microsoft Outlook 2003, 2007, 2010, and higher.
8. Disaster recovery and business continuity must be provided.
9. The enterprise messaging solution must provide e-mail messaging, calendar and address book services as defined below:
 - **E-mail** – the Internet Engineering Task Force (IETF) RFC 5322 -compliant service that allows authorized end users to create, send, receive, organize, manage and store e-mail messages
 - **Calendars and Scheduling** – the service that allows authorized end users or delegates to create, organize, and manage events and meetings
 - **Address Book Contact Management** – the service that allows authorized end users to create, organize, share and manage contact information listed in a personal and/or organization-wide address book or directory
 - **Additional Services Required:**
 - o Integrate with COJ Active Directory
 - o Contact Management
 - o Task Management
 - o Instant Messaging

- Mobile Device Synchronization
- Cisco Unified Messaging
- Antispam, Antivirus
- Journaling all mail for E-Discovery and support
- Archiving
- Encrypted Communications

10. Must integrate with the following applications:

Name of Application	Description
Traffic Engineering (Email2DB – Version 3.0 and higher)	Parses emails going to the account resource mailbox.
Employee Portal (SharePoint – 2007, 2010 and higher)	Pulls Calendar, InBox, Sent, Tasks and Deleted Items from Outlook using MAPI and displays on the portal homepage.
K2 Blackpearl (Version 4.10060.1.1320 (4.5) and higher.)	Integrates with Exchange to expose the following functionalities – <ul style="list-style-type: none"> • Create Meeting Request • Create Task • Create Mailbox • Disable Mailbox
RightFax (Version 9.4.1 and higher)	Integrates with Exchange for delivery of faxes and status messages. RightFax Exchange Connector for Exchange is installed on the Exchange 2010 servers with the Client Access Server (CAS) role.
ListServ (Version 16.0 and higher)	Utilizes a Simple Mail Transfer Protocol (SMTP) relay on the spam filter that sends out approved bulk e-mail, receives confirmation messages from list owners, and processes list subscribe/unsubscribe requests.
SMTP Relay	The solution must provide SMTP relay(s) for purposes not limited to but including COJ trusted and untrusted applications that utilize e-mail services.
Call Manager Version 8.6 and higher. Unity Connection Version 8.6.2 and higher.	VoIP Management Systems.

4 FUNCTIONAL REQUIREMENTS

4.1 Message, Calendar and Contact Services

Functional Capabilities – Messages, Calendars and Contacts	
Number	Description
F-1	General Specification - Domains
F-1.1	The solution must support and allow for the use of multiple domains (e.g. *.coj.net, *.smgjax.com, *.filmjax.com, *.savorjax.com) and applicable subdomains thereof.
F-1.2	The solution must allow users to view calendar free/busy and directory information across multiple e-mail domains within the solution, subject to an individual's access rights.
F-2	General Specification - Size Limits
F-2.1	The maximum size of mailboxes and attachments must be set for groups of users by administrative policy.
F-2.2	The solution must allow multiple documents to be attached to any message, calendar item, or task, up to the maximum permitted attachment size.
F-2.3	The e-mail solution must notify the user when a user is nearing the assigned storage limits for their mailbox and must inhibit mail transmission when the limits are exceeded.
F-2.4	An administrator must be able to override capability F-2.3 to allow specific mailboxes to exceed quota without inhibiting mail traffic. This is necessary during emergencies (e.g. public-health threats) that cause a surge in activity to certain mailboxes.
F-2.5	An administrator must be able to grant an individual account a larger mailbox than the standard policy, including permission to store unlimited mailbox data.
F-3	E-mail Creation
F-3.1	The solution must provide a range of formatting tools for all client user interfaces, including but not limited to: creation of tables; bulleted/numbered lists; inclusion of hyperlinks in e-mail messages and calendar items; pasting of images; and pasted tables copied from word-processing, spreadsheet documents and other e-mails.
F-3.2	The solution must enable users to print information from the system (messages, meeting notices, calendars, etc.) on a local or network printer, except where a privacy option is set to prevent printing per S-2.10.
F-3.3	The solution must have the ability for web-based and rich-client users to insert preformatted signatures in messages and replies, either automatically or on demand.

Functional Capabilities – Messages, Calendars and Contacts	
Number	Description
F-3.4	The solution must provide a visible way for sender or recipient to mark individual messages as high priority.
F-3.5	The solution must support e-mail messages in Hyper Text Markup Language (HTML) and plain text formats.
F3.6	The solution must enable users to conduct a spell check for e-mails and calendar events as they are composed, and must recommend changes and allow words to be added to dictionary. This capability must allow special dictionaries like medical terms and foreign language to be added.
F3.7	The solution's user interface software must support a way to work with the client in an offline or cached mode when not connected to the network, with synchronization occurring upon connection.
F3.8	The offline or cached mode must support e-mail, calendar, contact, notes and task functionality (e.g. view, search, create, reply, delete) similar to the way the client operates while connected to the network.
F3.9	The solution must have the capability to save drafts on a regular interval so that they are not lost during an interruption of connectivity. Users must also be able to save unsent copies of e-mail messages and calendar items for later editing.
F-4	Delegation & Sharing
F-4.1	The solution must provide individuals with the capability to share the access and/or control of objects (such as mailboxes, calendars, schedules, contacts, tasks, etc.) with other specific users (e.g. administrative assistants), without administrative involvement.
F-4.2	The solution must identify items sent by a delegate on behalf of a user.
F-4.3	The solution must provide the ability to hide the delegation notice when sent on behalf of a user – i.e. allow the delegated user to “send as” the represented user.
F-4.4	The solution must give users the ability to define what a delegated user has access to (i.e. calendar, e-mail, contacts, tasks, etc.).
F-4.5	The solution must enable a user to define what access a delegated user has to each part of a mailbox (i.e. read-only, create, modify). For example, a user may want to delegate “view” access to their e-mail and contacts but delegate “view, create and modify” to their calendar items.
F-4.6	The solution must support authenticated access to shared mailboxes.
F-4.7	The solution must enable a user to define calendaring details access levels for a delegated user.

Functional Capabilities – Messages, Calendars and Contacts	
Number	Description
F-5	Message Delivery & Presentation
F-5.1	The solution must offer a view that shows all e-mail, and must offer alternate views that show the messages sorted by various columns: date, subject, sender, recipient, etc.
F-5.2	The solution must enable users to set variable delivery options for individual messages, such as to whom replies are sent and specific delivery times.
F-5.3	The messaging interface must give users the ability to define and organize their own folders for managing the presentation and storage of e-mail messages in the shared solution.
F-5.4	The solution must allow users to create Out of Office (OOO) notifications/replies that can be tailored for internal or external senders. Users must be able to control OOO parameters such as the time interval in which the OOO notification is sent.
F-5.5	The solution must provide the capability for individual e-mail users to set up rules for filtering (blocking), forwarding, or diverting e-mail traffic into managed objects/locations, including an archive, via all client user interfaces.
F-5.6	The solution must enable users to request automatic generation of a delivery receipt, “item read” receipt, and/or “item delete” receipt for individual messages and calendar items. This must be available for tracking messages sent to external addresses (depending on the compatibility of the external mail system).
F-5.7	The solution must enable a user to retract/recall e-mail messages.
F-5.8	The user interface must be able to display a non-threaded (chronological) message view.
F-5.9	The user interface must be able to display a threaded (“conversation”) message view.
F-5.10	User interface must enable user to preview messages without opening them (e.g. from an inbox).
F-5.11	User interface must include the ability to distinguish read and unread messages, and to filter or sort by read/unread status.
F-5.12	The solution must enable user to change the state of selected messages from read to unread and vice versa.
F-5.13	The solution must give users the ability to denote individual e-mail messages in any view with a visual indicator such as flag, star or distinctive font style.
F-5.14	The solution must include the ability to assign multiple labels, tags or categories to an e-mail, contact, calendar item or task.

Functional Capabilities – Messages, Calendars and Contacts	
Number	Description
F-5.15	The solution must include the ability to set follow-up reminders for a user-specified date on an e-mail message or task.
F-5.16	The solution must provide a way for a sender to view the delivery status of sent messages.
F-5.17	The solution must enable users to search for mail, calendar, contacts and tasks based on full or partial text strings.
F-5.18	The solution's user interface must allow users to view their shared mailbox(es) within the same view as their primary mailbox.
F-5.19	The solution must include the ability to preview an attachment while a user views a message. Solution must retain original file formats and metadata when shared for viewing and editing. File extensions to be supported include but are not limited to: .pdf, .doc, .xls, .ppt, .pptx, .docx, .xlsx, .odt, .ods, .odp, tiff, jpeg.
F-5.20	The solution must enable a user to click on an attachment and launch the associated application if that application is available on the user's client machine (i.e. a PDF attachment would open in Adobe Reader). File extensions to be supported include but are not limited to: .pdf, .doc, .xls, .ppt, .pptx, .docx, .xlsx, .odt, .ods, .odp, tiff, jpeg.
F-5.21	The solution must allow users to manage items (view, delete, mark as not junk) in a spam or junk mail folder.
F-6	Distribution Lists
F-6.1	The solution must provide the ability to establish and maintain mailing lists of internal and external e-mail addresses.
F-6.2	The solution must provide the capability for a list to contain other mailing lists (nested lists).
F-6.3	The solution must allow administration of specified lists to be delegated to users not holding system administration privileges.
F-6.4	The solution must contain a mechanism to prevent unauthorized users from sending messages to specific e-mail lists.
F-6.5	Distribution lists must also allow exclusion lists (i.e. addresses who must not receive distribution).
F-6.6	The solution must enable users to maintain personal distribution lists.
F-6.7	The solution must provide Listserv functionality including managing email lists and automated sign up.

Functional Capabilities – Messages, Calendars and Contacts	
Number	Description
F-6.8	The solution must enable administrators to broadcast a message to all end-user mailboxes in order to communicate important alerts.
F-6.9	The system must allow the administrators to create and manage dynamic distribution groups (i.e. query-based distribution groups).
F-7	Administrator Functions
F-7.1	Agency administrators must have the capability to insert nondisclosure/ disclaimer statements as standard footers that must appear on outbound messages.
F-7.2	The solution must enable administrators to enforce limits on the size of individual distribution lists (based on fully expanded size of nested lists).
F-7.3	The solution must enforce the following capability limitations for designated restricted accounts: Mailbox size limits Mobile device access – may be prohibited Attachment capability, size limit (no less than 25 megabytes) Delegation – may be prohibited Personal distribution lists –may be prohibited Instant messages – may be prohibited Import contacts and messages – may be prohibited Inbox rules – may be prohibited Offline message stores – may be prohibited Send/Receive to Internet e-mail addresses – may be prohibited Restrict what machines or IP addresses can send SMTP mail
F-7.4	Users must be able to restore items from the “deleted” or “trash” folder until they are permanently deleted, e.g. by administrative policies. Users must be able to restore “permanently deleted” items from online storage within 30 days of deletion, without requiring use of offline backups.
F-8	Calendar Items
F-8.1	The solution must provide integrated calendar functionality for individual users and for resources such as vehicles, equipment and conference rooms. Calendar items must include the following minimum capabilities: appointment scheduling, recurring items, alarms/advance notifications, meeting and update notification, ability to attach documents to a calendar item.
F-8.2	Users must be able to view calendars by day, week or month at a time.

Functional Capabilities – Messages, Calendars and Contacts	
Number	Description
F-8.3	Users must be able to see more than one calendar superimposed on others.
F-8.4	Users must have the ability to convert an e-mail message into a calendar item (meeting or appointment).
F-8.5	The solution’s user interface must include the ability to print calendars in multiple formats including daily, weekly, and monthly.
F-9	Scheduling
F-9.1	The solution must offer the following capabilities: <ul style="list-style-type: none"> • Scheduling by showing the busy/free time of the invitees • Ability to alter one or all occurrences of repeating meetings • Specify some people as mandatory, some as optional to the meeting • Ability of a resource manager to accept or deny the meeting request when resources are “invited” • Ability of invitees to request additional invitees, or for the people in the meeting to be changed
F-9.2	The solution must identify schedule conflicts among calendar entries (i.e. double-booking).
F-9.3	The solution must contain group calendars to manage scheduling with whole groups of people.
F-9.4	The solution must enable users to respond to meeting invitations with a variety of options such as accepting, declining, requesting a schedule change, or commenting. The meeting organizer must be able to view all of the invitee responses within the calendar entry for the event.
F-9.5	The solution must permit the meeting organizer to limit meeting update notifications to recipients who are added or deleted from the invitation, or to update all invitees.
F-10	Contact Management
F-10.1	Contact management must include information such as name, title, department/agency, and multiple phone numbers, e-mail addresses, and street addresses. Users may update all fields in personal contact lists and personal information fields in the City’s e-mail directory (address book).
F-10.2	The solution must allow users to find other City of Jacksonville account contact information, and public shared distribution lists within the city.
F-10.3	The solution must permit creation of a contact object from address information in a received e-mail.

Functional Capabilities – Messages, Calendars and Contacts	
Number	Description
F-10.4	Agencies must be able to prevent specified data fields in the City's address book (e.g. phone numbers) from being visible to unauthorized users.
F-10.5	The solution must enable users to filter or sort their view of contacts by organization.
F-10.6	The solution must provide bi-directional support and address book synchronization with other City agencies that utilize Microsoft Exchange 2010 and IpSwitch IMail Servers.
F-11	Offline Storage - Contacts & Messages
F-11.1	The solution must facilitate user import of existing contact information and offline messages from stored files, if they follow compatible formats.
F-11.2	The solution must facilitate user export of contact information and offline messages to stored files if users are given permission to do so.
F-11.3	The solution must allow administrators to grant or remove permission for users to export data from the active system to offline storage.

4.2 Mobile Messaging Solution

Functional Capabilities – Mobile Messaging	
Number	Description
M-1	Mobile User Capabilities
M-1.1	The solution must provide encrypted synchronization to COJ-provisioned Microsoft ActiveSync devices.
M-1.2	The solution must support full/two-way synchronization of e-mail, calendars, contacts, notes, and tasks.
M-1.3	This capability must provide two-way synchronization of e-mail messages and calendar items (appointments, meetings) with mobile accounts.
M-1.4	This capability must provide two-way synchronization of the users' personal contact lists with mobile devices. The users' mobile devices must be able to auto-complete COJ email addresses.
M-2	Mobile Administration Functions
M-2.1	The solution must support Microsoft ActiveSync and must maintain an updated list of all mobile device operating systems/versions that the solution supports along with any limitations in integration for each supported OS version (such as pushing data, syncing, presence, attachments, and security).
M-2.2	The solution must support expanding solution to additional industry standard mobile access accounts and additional mobile device operating systems.
M-2.3	The solution must offer automated support for initial assignment of e-mail account(s) to synchronize with a specific device (i.e., initializing the synchronization of an endpoint device with the central messaging solution.)
M-2.4	The solution must provide centralized mobile device management with applicable City policy enforcement such as remote wipe capability for stolen or lost devices, and password enforcement.
M-2.5	The solution must provide a mobile device administration interface to support up to 10 concurrent administrators and/or help desk personnel.
M-2.6	The solution must support multiple IT policies on each mobile synchronization server to enable an organizational unit (agency, department or other grouping of users) to have different policies.

4.3 Electronic Archiving and e-Discovery Support

Functional Capabilities – Archiving, Data Retention, e-Discovery	
Number	Description
A-1	Data Preservation
A-1.1	The archiving solution must capture all messages that are destined to be archived— incoming, outgoing and between users on the same server — with no opportunity for users to delete an item before capture (i.e. journaling).
A-1.2	The solution must provide indefinite storage for both user and journal archives to be maintained in a shared repository (archive).
A-1.3	This archiving solution must include mailbox minimum retention period defaults and allow administrators to configure retention rules based on user’s organizational unit or other directory attribute, to control for how long their data is archived in accordance with statutes and agency policies.
A-1.4	The solution must archive data based on sender, recipient, other metadata, and/or content, for time periods in accordance with agencies’ e-mail retention policies.
A-1.5	The solution must capture and preserve metadata unchanged and in its original format.
A-1.6	The solution must capture files attached to e-mail/calendar items in the same formats as they were transmitted.
A-1.7	The solution must support the archiving of personal calendars and contacts.
A-1.8	The solution must be able to preserve instant messages for accounts subject to a litigation hold or investigation, and make them searchable in the same way as e-mail and calendar items for e-Discovery.
A-1.9	The archiving solution must capture all messages without requiring a software agent on the user desktop.
A-1.10	The archiving solution must permit an end user or administrator to designate individual items (messages, appointments, etc.) to be saved in the archive longer than the retention period, until the user or administrator removes the “hold” flag.
A-2	Litigation Hold
A-2.1	Administrators must be able to place a legal hold on any account’s information, which must prevent deletion of any data from that account for an indefinite period of time. A legal hold overrides other data-selection criteria with its own criteria. Data subject to legal hold must be retained in the archive repository until a hold is dissolved.

Functional Capabilities – Archiving, Data Retention, e-Discovery	
Number	Description
A-2.2	The solution must enable administrators to suspend retention rules for a set of messages without putting a hold on a larger scope of information than necessary.
A-2.3	The legal hold capability must manage multiple holds on any single data object. For example: If an account (or message) is held because of investigation A, litigation hold L1, and litigation hold L2, then ending of A and dissolution of that hold does not cancel the retention due to litigation holds L1 and L2.
A-2.4	The archiving solution must track and report on litigation holds (e.g. number of accounts, beginning, end, and status of content).
A-3	E-Discovery Support
A-3.1	Authorized roles must have the ability to search across multiple user accounts using basic metadata or full-text searches, and export retrieved data sets, as in a Freedom of Information Legislation (FOIL) production request. Administrators must have the ability to delegate access to subsets of mailboxes to other administrative staff.
A-3.2	Archive searches must be able to restrict results to data pertaining to a specified agency or other body within the city-wide repository. Access to data may be controlled by a permissions list or other mechanism.
A-3.3	The archiving solution must de-duplicate message threads without affecting message integrity.
A-3.4	The solution must provide a sample of data matching the reviewer’s search criteria, for early discovery purposes.
A-3.5	The solution must enable a user to conduct a subsequent search within a previously returned result set, without repeating the search against the entire archive.
A-3.6	The solution must allow a user to abort a search that exceeds a given time limit.
A-3.7	The solution must enable search criteria and/or templates to be saved, modified and re-executed.
A-3.8	The entire archive must be searchable in a single search query without regard to age of data. This would require the search system architecture to scale to the City's planned capacity.
A-3.9	Archived data must be searchable by date range, sender, recipient (including CC, BCC), attachment title, ‘deleted’ status, tags/categories and contents of subject line. The system must highlight the metadata that resulted in an item being included in the query results.
A-3.10	Full text of archived data must be searchable using whole words, partial words (wild card characters), or phrases. Full text must be searchable using “X near Y,” “within n words.” The system must highlight the text that resulted in an item being included in the query results.

Functional Capabilities – Archiving, Data Retention, e-Discovery	
Number	Description
A-3.11	The solution must provide basic search and summary reporting capabilities to provide the user with a preliminary evaluation of the scope of data to be collected (i.e. number of hits).
A-3.12	The solution must support Boolean queries: retrieve all objects that match logical combinations of conditions. Boolean logic operators include AND, OR ,NOT, etc. This capability must permit nesting of logical conditions with parentheses.
A-3.13	The archiving solution must support UNICODE in order to display and manipulate text expressed in any alphabet, including those that use double-byte characters.
A-3.14	The archive solution must produce result sets for review in standard file formats (e.g. .pst, .msg, .csv, .txt).
A-3.15	The information objects located by a search, including all metadata, decrypted as needed, must be exportable to media suitable for export to an external application, presumably after encryption for transport. Exported data sets must use non-proprietary formats including Electronic Discovery Reference Model XML standard(s), TIFF, .PST, .EML and .PDF.
A-4	Public Online Access to Specified Mailboxes
A-4.1	The e-mail solution must provide a citizen-accessible online transparency option for accessibility to specified mailboxes.
A-4.2	Select individuals are able to place their email in a publicly viewable area. The process to move email to a public viewable area must maintain the integrity of the message header and accompanying meta data.
A-4.3	Emails in this public viewable area must delete automatically after a predefined time per the administrator.
A-5	Classification and Redaction
A-5.1	The archiving solution must allow authorized reviewers to define and apply classifications to search results.
A-5.2	This capability must allow authorized reviewers to annotate collected electronically stored information (individual objects in search results, and result sets) before production/export.
A-5.3	The solution must support redaction of data in the Review and Analysis phase.
A-5.4	The solution must enable authorized reviewers to exclude messages that are tagged as privileged from a search result set.

Functional Capabilities – Archiving, Data Retention, e-Discovery	
Number	Description
A-6	User and Administrative Functions
A-6.1	The solution must allow different permissions based on roles such as, but not limited to: End user custodian, IT administrator, Compliance manager, Legal administrator, FOIL administrator.
A-6.2	Authorized administrators, compliance managers and end users must be able to perform operations on the archive (view, search, copy, restore data) without requiring data to be restored from backups.
A-6.3	All users with archive permissions must be able to access the e-mail archive in the same user interface as the active messaging system.
A-6.4	There must be a documented procedure by which administrators and end users may select and restore data from the shared repository to the active e-mail/calendar/contacts environment.
A-6.5	Users and compliance managers must be able to search, view and restore their e-mail/calendar data from the shared repository (vault, archive) as if they were searching their active mailboxes.
A-7	Data Management and Compliance
A-7.1	The archiving solution must be able to expunge, restrict access to, seal or otherwise make data inaccessible in extraordinary circumstances. Extraordinary circumstances are defined as situations where the possession of data is deemed confidential, unlawful or expunction is mandated by judicial order. Removal must not be permitted for data subject to any litigation hold.
A-7.2	The solution provider must work with COJ administrators to build an acceptable process for obtaining permission to remove data in a controlled manner.
A-7.3	The solution must generate an audit log of all access, activities, searches and productions, including deletion of data.
A-7.4	The archiving solution must maintain an immutable audit log covering a specified period of time.
A-7.5	Specific activities in the repository (e.g. item restores, searches, tagging) must be logged permanently. Log reports must be available showing user, date/time, activity type, and scope of activity.
A-7.6	The archiving solution must provide reports to support a chain-of-custody audit.

Functional Capabilities – Collaboration	
Number	Description
C-1	Resource and Meeting Scheduling
C-1.1	The calendar must provide a mechanism for COJ personnel to view free/busy information from calendars of other persons or resources on the system. Free/busy may be limited to showing time intervals as scheduled or free, without any detail of the calendar items.
C-1.2	The system must permit users to grant other individuals permission to view their detailed calendar information (except for calendar items marked as private). The default setting is to not permit sharing, unless the users change the setting on their own calendars.
C-1.3	The system must support publishing of individual calendars through the iCal and CalDAV formats to enable calendar sharing with users outside the COJ consolidated e-mail/calendar environment.
C-1.4	The solution must provide a capability for users to schedule resources (such as conference rooms, phone and web conference slots, communications equipment, etc.)
C-1.5	The solution must have a way for a designated person to approve or deny reservation requests for a resource.
C-1.6	The solution must provide the ability for the administrator to configure a resource to auto accept or deny a reservation.
C-2	Unified Messaging
C-2.1	The solution must provide a unified interface to all of the collaboration tools that are provided in the solution.
C-2.2	The system must allow users to be notified and have access to voice messages from the unified inbox in their e-mail client.
C-2.3	The system must notify users of incoming calls, with Caller ID, in their e-mail client, and allow computer- or mobile phone-based dialing from the e-mail client to phone numbers in messages and in the address book.
C-2.4	The system must support sending faxes from the unified communications interface and receiving faxes as e-mails.
C-2.5	The solution must allow faxes to be sent to individual phone numbers or to fax distribution lists.
C-2.6	In the standard user interface for contact lists, address books, and messages, system must display a clear indication (such as a symbol next to a user's name) to indicate whether the associated user is online.

Functional Capabilities – Collaboration	
Number	Description
C-2.7	A user's availability symbol must be able to differentiate among different statuses set by the user (available, busy, offline, or custom user-defined status message)
C-2.8	The solution must offer authorized users an "online chat" or instant messaging function to Exchange simple messages by real-time typed conversations separate from the e-mail user interface, to any endpoint device in the scope of the consolidated solution including mobile devices.
C-2.9	The solution must enable users to transmit electronic documents within instant messages, subject to administrator configurable policy limitations.
C-2.10	The solution must enable more than two users to participate in an online conversation at the same time.
C-2.11	This capability must permit all participants in an online conversation to view a participant's screen in real time.
C-2.12	This capability must enable users to save a copy (transcript) of an instant-messaging conversation.
C-2.13	The solution must follow COJ data retention policies covering the archiving of instant-message conversations.

5 TECHNICAL REQUIREMENTS

Technical Capabilities	
Number	Description
T-1	Messaging Solution Infrastructure
T-1.1	The solution must accommodate a broad range of existing e-mail address naming conventions (i.e. <code>firstname.lastname@domain.com</code> ; <code>lastname@domain.com</code>) and not require existing e-mail addresses to change.
T-1.2	The solution must support a minimum email address length of 50 characters.
T-1.3	User accounts must be able to associate with as many aliases as deemed necessary by the customer agency.
T-1.4	The solution must provide the ability to expand capacity to handle more accounts incrementally and transparently.
T-1.5	The solution must be able to block access via insecure protocols (such as Post Office Protocol (POP)) to a domain, individual user, and IP address.
T-1.6	The solution must allow users to access the system with all supported user interfaces, including supported mobile devices, using a secure access technique, and prevent access from non-supported device interfaces.
T-1.7	All aspects of the solution must be able to provide end-user single sign on access via the City's Active Directory.
T-1.8	User authentication password must not be stored on the solution's system as part of the single sign-on approach.
T-1.9	The solution must have a standard process for synchronization between the City's Active Directory and the directory of the email solution.
T-1.10	The solution must permit specified administrative functions such as: account administration, distribution list management, etc. to be accessed by authorized personnel within the City's IT organization.
T-1.11	The solution must enable City administrators to force directory synchronization to occur immediately for user(s) or other object(s) in their domain.
T-1.12	The solution must include documented and tested standard APIs (application program interfaces) allowing integration of messaging and calendar functions with external systems not hosted by the solution, including an API for .Net applications.
T-1.13	The solution must allow the ability for City administrators to synchronize the directory of the email system with multiple directories housed in trusted external systems (i.e. Clerk of Court, JSO, etc.)

Technical Capabilities	
Number	Description
T-1.14	The solution must provide the services for the following protocols: POP, IMAP, SMTP, as well as a secure variance of these protocols.
T-2	Messaging Client Requirements
T-2.1	The solution must be accessible via web browsers as listed below: <ul style="list-style-type: none"> • Mozilla Firefox – 5 and higher • Microsoft Internet Explorer – 7 and higher • Google Chrome – 13 and higher • Apple Safari – 4 and higher
T-2.2	The solution must be able to be accessed through industry standard virtual network clients, including Citrix.
T-2.3	The solution's web client must be able to operate in “public computer” mode. When a user accesses the system from a non-City client, public mode must clear all locally cached e-mail data as soon as the user signs off of the solution.
T-2.4	Users may access the mail/calendar system with COJ-approved client applications in lieu of web access. The solution must list supported client applications and any functions that are not available when using these clients to access the host environment. COJ-approved client applications include: <ul style="list-style-type: none"> • Microsoft Outlook 2007, 2010, and higher • Microsoft Outlook/Mac 2008, and higher
T-2.5	The solution must support offline capabilities such as availability through connection-aware web interfaces and/or non-web based clients, including the following offline activities: reading, writing, and storing of e-mail, calendar, contact list, task, and/or other features.
T-2.6	The solution must support endpoints with bandwidth as low as 128 kbps and/or intermittent access capabilities, such as vehicle-mounted computers.
T-2.7	All user interfaces and other deliverables in the solution must provide accessibility features in accordance with Section 508 of the Rehabilitation Act of 1973. Complete technical descriptions are provided on the following site: http://www.section508.gov

6 PERFORMANCE REQUIREMENTS

Performance Requirements	
Number	Description
P-1	System Availability
P-1.1	<p>E-mail is recognized as a mission critical system. This communication and organization tool (email calendaring, contacts, tasks, etc.) must always being available and responsive. The proposed solution must serve a minimum of 10,000 users and meet the following minimum performance metrics:</p> <ul style="list-style-type: none"> • Capacity: approximately 4,764 unfiltered e-mails per hour • Availability: 99.99%, 24X7. (Respondent must explain how it must calculate and determine availability.) • COJ expects near-instantaneous response time in both client interface actions and message delivery; however, at no time must it take more than 5 minutes to process and send e-mail within the provider's system.
P-1.2	Describe your company's approach to ensuring required availability and how it incorporates fault tolerance and fail over.
P-1.3	Provide a copy of your proposed Service Level Agreement (SLA), and include the minimum performance metrics identified above.
P-1.4	Provide statistics on aggregate up time over the last 12 months and provide the method of calculation.
P-1.5	Provide statistics on the number of outages over the last 12 months.
P-1.6	Provide statistics on duration of outage events over the last 12 months and provide method of calculation.
P-1.7	Describe expected system response time, and your ability to make that part of the SLA to ensure that users' experience a fast and responsive solution.
P-1.8	Describe your ability to produce outage reports that includes the level of impact to the user base.
P-1.9	Describe your solution upgrade approach and its impact to the user base.

7 INFORMATION SECURITY AND PRIVACY

Information Security Capabilities	
Number	Description
S-1	Infrastructure Protection and Regulatory Compliance
S-1.1	All City data must continuously reside within the continental US. The solution provider must disclose locations (city and state) where data centers housing the City's data are located, including disaster-recovery and mirror sites.
S-1.2	<p>The solution must protect the City's data from unauthorized access. The solution must, at a minimum, comply with the following security and privacy requirements and standards, and maintain compliance as future versions of these regulations evolve over time:</p> <ul style="list-style-type: none"> • Health Insurance Portability and Accountability Act (HIPAA), 1996: 45 CFR Part 160, 45 CFR Part 162, and 45 CFR Part 164 • FIPS PUB 200, Minimum Security Requirements for Federal Information and Information Systems • NIST Special Pub. 800-45 Rev. 2, Guidelines on Electronic Mail Security • NIST Special Pub. 800-18 Rev. 1, Guide for Developing Security Plans for Federal Information Systems • NIST Special Pub. 800-30, Risk Management Guide for Information Technology Security Risk Assessment Procedures for Information Technology Systems • NIST Special Pub. 800-47, Security Guide for Interconnecting Information Technology Systems • NIST Special Pub. 800-53 Rev. 3, Recommended Security Controls for Federal Information Systems • ISO27001 • SOC 2, Type 2 – to be provided annually
S-1.3	The system must support sending/receiving of email over Transport Layer Security (TLS) including the ability to require TLS with certain domains.
S-1.4	Web and client based access must be over Secure Sockets Layer (SSL)/Transport Layer Security (TLS) session supporting FIPS 140-2.
S-2	Data Security Protection
S-2.1	Where specified by the City, the solution must provide the ability to block reception of specific file types, for example .exe, zip, etc. The solution must also block attachments that exceed a prescribed size limit.

Information Security Capabilities	
Number	Description
S-2.2	The solution must provide the ability to block messages due to a variety of security criteria, for example subject title, or content, and must include a way for such blocked messages to be approved for transmission and reception in special circumstances.
S-2.3	The solution must provide the users access to view and release suspected spam/malicious messages that were blocked, if they are uninfected, for a review period of 14 days from original receipt of message.
S-2.4	The solution must be able to certify that a message and its metadata have not been altered.
S-2.5	The solution must provide a mechanism for whitelisting and blacklisting external senders.
S-2.6	The e-mail solution must automatically insert a COJ-specified privacy/disclosure statement (disclaimer) in each outbound message. The wording of the disclaimer must be variable based on the organization (i.e. user's agency) sending the e-mail.
S-2.7	The solution must support the ability to remove any message or document permanently from all internal accounts and from the solution's active systems.
S-2.8	The solution must provide a means to lock specific user accounts within 30 minutes of notification.
S-2.9	The solution must provide users the ability to control e-mail distribution by setting options such as "no copy," "no forward," and "no print." Setting message rights options must not interfere with agency archive policies mandating data retention.
S-2.10	The solution must have technical capabilities to enable comprehensive audits of compliance with these security and confidentiality requirements by agents of the City of Jacksonville.

8 SERVICE MANAGEMENT AND SUPPORT

Service Management and Support Capabilities	
Number	Description
SM-1	General Solution Functionality
SM-1.1	The solution must provide the capability for authorized administrators of City agencies to provision, modify and de-provision mailboxes without supplier review or approval.

Service Management and Support Capabilities	
Number	Description
SM-1.2	The solution must utilize sufficient internet bandwidth to handle peak and average throughput between the solutions and all external connections, based on a thorough forward-looking capacity plan that is updated every six months.
SM-1.3	Provisioning, operation, and management of all solutions including archiving must be load-balanced across resources to ensure maximum solution availability, SLA attainment and satisfactory performance for all users.
SM-1.4	The solution must transparently provision its computing capacity, memory, storage, and user accounts so that agencies may concurrently provision or de-provision a minimum of 250 mailboxes per day without degrading solution to any users of the solutions.
SM-1.5	The solution must offer visibility into usage and key metrics of all platforms, via electronic portal or similar means, and the ability to scale usage up or down through appropriate tools within the management portal.
SM-1.6	The solution must demonstrate and maintain logical data isolation throughout all aspects of the solution's operations and system administration in the multi-tenant computing environment.
SM-1.7	Allow the City or designated third party to have read-only access to the solution to inspect system configurations and activity logs.
SM-2	Service Administration
SM-2.1	The solution must provide a means for change control, configuration management, change notification and governance processes (e.g. change review boards) with regard to proactive and requested changes.
SM-2.2	The solution must define shared administration responsibilities between central functions and agency authorized administrators, e.g. for provisioning/suspension/de-provisioning of users, account creation, alias and mailing list creation/management, mailbox configuration, and end-user feature management.
SM-2.3	The solution must provide a provisioning interface for authorized COJ administrators to add, update and delete accounts. Provisioning must be accessible from a documented and supported API to enable COJ to automate account processes.
SM-2.4	The solution must maintain an appropriate catalog for all of its platforms on a web URL accessible throughout the City intranet, including the following aspects of each platform: <ul style="list-style-type: none"> - Description of capabilities - Technical requirements - Service level agreements - Data rights, disclosure and privacy policy - Service and technical support procedures and contact points

Service Management and Support Capabilities	
Number	Description
	- Instructions for obtaining service
SM-2.5	The solution must maintain a published list of supported e-mail client software specifying the support lifecycle for each version of the client. The solution must provide 365 calendar days' notice at a minimum before removing or changing support for a particular client version.
SM-2.6	The solution must publish and follow its procedures for release management of service updates and changes in support. Software Client support must maintain compatibility at least two versions prior to current release.
SM-2.7	The solution must establish a process to delegate administrative access rights based on role /group in the City's Active Directory.
SM-3	Support Management
SM-3.1	The solution must provide a Level 2 support-desk with appropriate staffing and expertise to handle calls escalated to it by the City Level 1 service processes.
SM-3.2	The solution must provide the following support-desk capabilities for all solution components: <ul style="list-style-type: none"> - Online trouble ticket entry and status notification - E-mail trouble ticket entry and status notification - Online chat - Live Level 2 support via phone - Incident management and escalation process - 2-way integration with City's CA Service Desk (Version 12.1 and higher)
SM-3.3	The solution must maintain, on a secure web site (or sites), a current knowledge base and online self-training modules with content tailored for the following categories of City users: <ul style="list-style-type: none"> - Agency service administrators - Level 1 help desk technicians - Migration teams, during active deployments of services - Solution end users
SM-3.4	The solution provider must provide root cause analysis of any outage within 5 days of the SLA infraction. The solution provider must work with City-assigned support managers to create, execute and monitor service improvement plans when requested by the City through an approved process.

Service Management and Support Capabilities	
Number	Description
SM-4	Service Management Reporting
SM-4.1	The solution must provide an electronic dashboard for reporting service status (real time) as well as service performance measures (updated daily or weekly).
SM-4.2	The solution must provide a support portal for reporting service performance measures on all management processes including but not limited to: <ul style="list-style-type: none"> - Incident/Problem management - Request fulfillment - Change Request management
SM-4.3	The solution provider must publish monthly reports of e-mail activity and other general measures of system usage including: <ul style="list-style-type: none"> - Archive activity in summary and by organizational unit - SPAM activity on a per domain basis - Virus and Malware activity and eradication – on a per domain basis
SM-4.4	Beginning after three months of providing the solutions, the solution provider must publish historical and trend reports of e-mail activity and other general measures of system usage including archive activity in summary and by organizational unit.
SM-4.5	Individual agency usage must be clearly delineated as sub-totals on invoices to the City. Further, any additional costs beyond the standard rates must be attributable to the individual agency requesting that solution.
SM-4.6	Rates and Metrics must be documented such that clear rules are described for the basis of invoicing. For example, “rate is per user account as of the 15th of the month.”

9 SERVICE LEVEL REQUIREMENTS

Service Level Requirements	
Number	Description
SL-1	Service Levels
SL-1.1	The solution must be designed with built-in redundancy and component failover so that system components can be removed/maintained without interruption of messaging, archiving, mobile synchronization and calendar solutions.

Service Level Requirements	
Number	Description
SL-1.2	The solution provider must notify COJ administrators of planned outages at least one week in advance.
SL-1.3	The solution provider must report an unplanned outage to all COJ administrators according to agreed-upon Service Level Agreements and procedures to be determined during contract negotiations.

10 BILLING AND ACCOUNTING

Billing and Accounting	
Number	Description
B-1	General Solution Functionality
B-1.1	Individual agency usage must be clearly delineated as sub-totals on invoices to the City.
B-1.2	Rates must be documented such that clear rules are described for the basis of invoicing. For example, "rate is per user account."
B-2	Support of COJ Billing Process
B-2.1	COJ does not intend to purchase a new billing system with this procurement. Rather, COJ expects to continue invoicing customers utilizing its existing billing system. As such, COJ requires the contractor to provide email and service usage information with sufficient detail and content to appropriately bill agency customers.
B-2.2	It is expected that the contractor must bill for email service use by COJ's local agencies, independent authorities and constitutional offices. COJ must then bill each entity for their share of utilization. In order to accomplish this, COJ requires the contractor to deliver usage and accounting information sufficient for the COJ to bill participating entities at the appropriate level.
B-2.3	The contractor must provide or make available detailed billing to COJ in an acceptable electronic format. Billing files may be either fixed width, field delimited in a standard file type, or COJ may require <i>Electronic Data Interchange (EDI) files in ANSI X12811 version 4010 format with data down to Level 9 detail</i> . If the COJ chooses to use EDI, vendor bears cost for its EDI processing.
B-2.4	Contractor billing data must be suitable for direct import into the COJ's billing system and shall include, at a minimum, the following fields: Account Number, Vendor Service Code Description, Billing Period, Start Date, End Date, User ID, Full Name, Transaction Date, and Storage Consumed.

Billing and Accounting	
Number	Description
B-2.5	<p>Accounting billing data field descriptions:</p> <p>Account Number – indicates the unique entity to be billed for service. Note that entities participating in the Enterprise Email Solution offering may have multiple Account Numbers in order to distribute costs internally to Departments, Divisions, Independent Agencies, Constitutions Offices, etc. Again, the account structure must identify the responsible agency or other governmental entity utilizing mailbox services.</p> <p>Vendor Service Code Description – Indicates the actual product being billed (e.g. the basic e-mail account, etc.)</p> <p>Billing Period – indicates the month and year that the service was provided</p> <p>Start Date* – identifies the date in which this item was put into service. The start date must not change after service is initially established. A Start Date other than 1st day of a month must indicate partial month billing for the initial service invoicing.</p> <p>End Date* – indicates the date service was terminated. If present, data would indicate a partial month is being billed.</p> <p>User ID – indicates the unique logon name of primary user or agency resource owner.</p> <p>Full Name – Indicates the last name, first name and middle initial of the resource owner or agency title.</p> <p>Transaction Date* – date and time this entry was generated</p> <p>Storage Consumed – amount of storage consumed in bytes (mailbox, archive, or other), if applicable.</p> <p>* Note that all dates are from midnight – one day is 1/1/2010 00:00 to 1/2/2010 00:00.</p>
B-2.6	<p>Billing data shall be generated on the first day of each month for the mailboxes. Data must be provided or made available to COJ before the close of business on the 5th day of the month to support billing processes and activities within COJ. This schedule is subject to change if needed by COJ. The monthly billing statements must be current. Billing in arrears (more than one bill cycle) or in advance is not acceptable and COJ must not be obligated to pay unless agreed to in advance.</p>
B-2.7	<p>Describe how your company will support the COJ's customer billing process. Provide a sample bill or invoice.</p>

11 DEPLOYMENT AND MIGRATION

Deployment/Migration Factors	
Number	Description
D-1	Migration Approach and Planning
D-1.1	Accounts and aliases must be migrated from Microsoft Exchange 2010.
D-1.2	Archive data must be migrated from Symantec Enterprise Vault.
D-1.3	The migration approach must include e-mail, contact, task, note and calendar data migration. Personal contacts, distribution lists, address caches and proxy/delegate relationships must also be migrated.
D-1.4	The solution must include importing existing accounts (user ID creation and transfer of migration items) from the existing system. The solution must also include the transfer and/or consolidation of current litigation hold archives and be capable of transferring archived data to the target system.
D-1.5	The solution provider must work with COJ customer agencies to develop a migration plan for each group of users and functions.
D-1.6	All migration plans must clearly identify data, functions, applications, application interfaces and document stores that are within or outside the scope of migration.
D-1.7	All migration plans must clearly identify responsibility for application program changes or other mitigations that are required prior to migration.
D-1.8	All migration plans must include user acceptance testing to verify that business processes that send and receive e-mail must continue to operate without error during and after migration.
D-2	Migration Execution
D-2.1	No user must be without service for more than 2 working hours while their new e-mail and calendar solutions are being established and where practical the scheduled service interruption for migration must be outside working hours specific to each agency.
D-2.2	Migration solution must support the ability to suspend and reschedule migrations on short notice, e.g. for departments responding to emergencies such as extreme weather, public health alerts or other public safety incidents.
D-2.3	Users' existing nicknames (aliases) must remain functional following migration.
D-2.4	All data transfers, including archive transfers, must be monitored and verified for completeness and accuracy, and solution must generate audit/compliance reports for the data migration process.
D-2.5	During migration both migrated and un-migrated users must be able to schedule meetings using free/busy time to check on availability of the attendees and rooms, regardless of the system in which their calendars reside.

Deployment/Migration Factors	
Number	Description
D-2.6	All embedded links to documents, views and applications must remain functional during and following migration.
D-2.7	Existing e-mail addresses and distribution lists must continue to work for e-mail delivery and for controlling permissions (e.g. mailbox sharing, delivery restrictions) during and following migration.

12 TRAINING APPROACH AND STRATEGIES

Deployment/Migration Factors	
Number	Description
TR-1	Training - General
T-1.1	The Contractor must provide training that: <ul style="list-style-type: none"> • Facilitates and enables successful implementation and migration of existing e-mail systems to the new email service • Enables administrators and (if necessary) agency staff to fulfill their roles and responsibilities as they pertain to email • Enable ongoing productive use of the City email service
TR-2	Training Strategy
TR-2.1	On-site training must be included. Training approaches may include but are not limited to the following: <ul style="list-style-type: none"> • Centralized or decentralized classroom-based training • Train-the-Trainer • On-line training (by role or function) • Lead worker training • Mentoring
TR-2.2	The solution provider must deliver an effective and comprehensive training strategy that would meet the anticipated needs of the City and deliver appropriate training in the functionality of the messaging, calendar and contact management solution, geared to the needs of different groups of users and administrators.
TR-2.3	The solution provider must deliver training in the functionality of the mobile messaging solution, appropriate to meet the needs of different groups of users and administrators.
TR-2.4	The solution provider must deliver appropriate training in the functionality of the archive/retrieval solution, geared to the needs of different roles.
TR-2.5	The solution provider must deliver training in the functionality of the collaboration functions, appropriate for the needs of different groups of users and administrators. Collaboration tools would be an enhanced, optional set of training topics.

13 EXIT STRATEGY

Exit Strategy	
Number	Description
E-1	General Information
E-1.1	Describe your transition approach when the City exits the messaging, calendar, address book and archiving services.
E-1.2	Explain how COJ data would be removed from your service and transferred to the City or a third-party service and in what format.
E-1.3	Differentiate between responsibilities of the service provider and the customer.
E-1.4	No cost will be incurred by the City of Jacksonville upon exit.

14 INDEMNIFICATION

The City must require the following indemnification clause to be made part of the Contract Agreement entered into with the selected Vendor(s).

(a) **VENDOR**, including its employees, representatives, agents, **VENDOR**, subsidiaries, and subcontractors of any tier, shall hold harmless, indemnify, and defend the **CITY**, including without limitation, its officers, directors, members, representatives, affiliates, agents and current and employees, successors and assigns and Participants (collectively the “**Indemnified Parties**”) against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and cost and expense of whatsoever kind or nature (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties, (a) arising directly or indirectly out of any of **VENDOR**’ operations, work or services performed in connection with this Agreement including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to or destruction of any property which arises as a result of any negligent act, errors or omission, recklessness or intentionally wrongful conduct on the part of **VENDOR**, its agents, affiliates or assigns, regardless of where the damage, injury or death occurred, or (b) arising out of the failure of **VENDOR** to keep, observe or perform any of its obligations under this Agreement or in any other document or instrument delivered by **VENDOR** pursuant to this Agreement. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to Indemnification shall survive the Term and any holdover and/or contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

b. **Intellectual Property Indemnity:** **VENDOR** shall hold harmless, indemnify, and defend the Indemnified Parties against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees), arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right, and whether such injury or damage is caused by negligence, errors and omissions, recklessness, or intentionally wrongful conduct will pay all costs (including, but not limited to attorney’s fees and court costs), damages, charges, and expenses charged to, incurred by, or recovered from the Indemnified Parties by reason thereof. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to

Indemnification shall survive the Term of this Agreement, and any holdover and/or contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, Consultant shall, immediately, make every reasonable effort to secure for the CITY a license, authorizing the continued use of the Service or product. If VENDOR fails to secure such a license for the CITY, then VENDOR shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the CITY at no additional cost to CITY, so that the Service or product is non-infringing.

c. Violation of Laws: VENDOR shall hold harmless, indemnify, and defend the Indemnified Parties against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) charged to, recovered from or incurred by, any of the Indemnified Parties arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, or regulations, by VENDOR or those under their control. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to Indemnification shall survive the Term, and any holdover and/or contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

d. Breach of Representations, Warranties and Obligations: VENDOR shall hold harmless, indemnify, and defend the against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to,

recovered from, or incurred by any of the Indemnified Parties, arising directly or indirectly out of (a) any breach of any representation or warranty made by VENDOR in connection with this Agreement or in any certificate, document, writing or other instrument delivered by VENDOR pursuant to this Agreement or (b) any breach of any covenant or obligation of VENDOR set forth in this Agreement or any other any certificate, document, writing or other instrument delivered by VENDOR pursuant to this Agreement.

This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to Indemnification shall survive the Term, and any holdover and/or contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

14.1 Insurance Requirements.

Without limiting its liability under this Agreement, VENDOR and subcontractors of any tier shall procure and maintain at their sole expense, prior to commencement of the work and during the term of the Agreement, insurance of the types and in the minimum amounts stated below:

SCHEDULE	LIMITS
Workers Compensation	Florida Statutory Coverage
Employer's Liability	\$1,000,000 Each Accident
(Including appropriate Federal Acts)	\$1,000,000 Disease Policy Limit
	\$1,000,000 Each Employee/Disease

The VENDOR'S insurance shall cover the VENDOR, employees (and to the extent its subcontractors of any tier are not otherwise insured) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other

than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

Commercial General Liability - (Form CG0001)
(ISO Form CG0001 as filed for use in the State of Florida without any restrictions endorsements other than those which are required by the State of Florida, or those which, under an ISO Filing, must be attached to the policy (i.e., mandatory endorsement).

\$1,000,000 General Aggregate
\$2,000,000 Products/Comp. Ops Aggregate
\$1,000,000 Personal/Advertising Injury
\$1,000,000 Each Occurrence
\$50,000 Fire Damage
\$5,000 Medical Expenses

Automobile Liability \$1,000,000 Combined Single Limit
(Coverage for all automobiles-owned, hired or non-owned)

(The CITY of Jacksonville members, officials, officers and employees shall be endorsed as an additional insured under all of the above Commercial General Liability (Florida CG2010) and Automobile Liability (Florida - CA2048), as under an ISO filing must be attached to the policy.

Professional Liability \$5,000,000 Per Claim
Errors and Omissions) \$5,000,000 Aggregate

Consultant shall include subcontractor, employees, agents or designees are involved with the design, installation, modification, operation or maintenance of any hardware or software,

(Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this agreement and with a three year reporting option beyond the annual expiration date of the policy).

Cyber Liability \$5,000,000 Per Claim
(Including but not limited to denial of service attacks or inability to access websites or systems, unauthorized access to, use of, or tampering with data, disclosure of confidential data (invasion of privacy), loss of data or digital assets (malicious or accidental), introduction of malicious code or viruses, cyber extortion or terrorism threats, personal media injury (defamation, libel, or slander) from electronic content, Regulatory action, notification, or defense expenses, crisis management and public relations expenses, data or system restoration.).

Umbrella Liability \$5,000,000 Each Occurrence/Agg.

(The Umbrella Liability policy shall be in excess of the above limits without any gap. The Umbrella coverage will follow form the underlying coverages and provide on an Occurrence basis all coverages listed above and shall be included in the Umbrella policy.)

Crime including Fidelity Bond \$3,000,000 Per Loss
(Coverage that will pay on behalf of Contractor to the City for losses caused by dishonest acts of its employees, subcontractors, agents or designee).

Performance Bond

Contract Amount (The City reserves the right to increase the amount or waive the bond).

- a. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the CITY), except Professional Liability and Crime.
- b. Primary and non-contributory
- c. Vendor shall be responsible for all deductibles or self-insured retentions.
- d. Said insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. Prior to commencing Services, Certificates of Insurance approved by the CITY's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to the CITY. VENDOR shall provide the CITY thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal.
- e. Anything to the contrary notwithstanding, the liabilities of VENDOR under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by VENDOR shall relieve VENDOR or its sub-VENDORS from responsibility to provide insurance as required by the contract.
- f. Depending upon the nature of the Services and accompanying exposures and liabilities, the CITY may, at its sole option, require additional insurance coverage in the amounts responsive to those liabilities, which may or may not require that the CITY also be named as an additional insured.
- g. This insurance will be primary and not contributory.
- h. Non waiver

Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, the CITY's payment for the services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by a Participant or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

15 EVALUATION CRITERIA

Responses that fulfill the minimum qualifications must be evaluated based on price for the first-year to include maintenance costs and also total costs for years 2-5 as well as the Requirements listed in Sections 2 through 11. The top five scoring vendors for the first-year and maintenance costs for years 2-5 and Requirements must then be evaluated on references (Section 1). The vendor with the highest overall score must be recommended for award after a successful demonstration of functional requirements.

15.1 Price Evaluation (Cost)

For the costs below, provide a total fixed cost for each item. Hourly or unit rates must not be accepted.

15.1.1 First Year Cost

	Description	Cost (first year cost for each item)
1.	Basic Mailbox – Outlook Web Access (Includes Minimum 500 MB Storage)	\$
	1.1 Number of mailboxes – 6567	\$
	1.2 Number of disabled mailboxes – 2469	\$
	1.3 Number of resources – 289	\$
2.	Archiving	\$
	2.1 Hosting of existing archived data (8.643 TB)	\$
	2.2 Archiving of new email	\$
3.	MAPI Client (Desktop Outlook)	\$
4.	External Encryption	\$
5.	ActiveSync Support	\$
6.	Additional 500 MB Mailbox Storage	\$
7.	Additional 1 GB Mailbox Storage	\$
8.	Application Integration as Required Costs associated with Integration (if applicable)	\$
	8.1 Traffic Engineering	\$
	8.2 SharePoint 2007/2010	\$
	8.3 K2 Black Pearl	\$
	8.4 Rightfax	\$
	8.5 ListServ	\$
	8.6 SMTP Relay	\$
	8.7 Cisco Call Manager and Unity Connection	\$
9.	Training - On Site	\$
10.	Training - Remote	\$
11.	Travel Costs	\$
12.	Deployment and Migration	\$
	Sub-Total	\$
	FIRST YEAR GRAND TOTAL	\$

15.1.2 Costs Years 2-5

2nd Year Costs	3rd Year Costs	4th Year Costs	5th Year Costs	Year 2-5 Total
\$	\$	\$	\$	\$

15.2 Costs for Secondary Email Environment

Business needs within the City’s organizational structure may require the establishment of a secondary email environment for 400 additional mailboxes. Please provide costs for a secondary dedicated environment per specifications as outlined in the cost sheet below.

15.2.1 Secondary Environment - First Year Cost

	<u>Description</u>	<u>Cost (first year cost for each item)</u>
1.	Basic Mailbox – Outlook Web Access (Includes Minimum 500 MB Storage)	\$
	1.1 Number of users mailboxes – 400	\$
	1.2 Number of disabled mailboxes – 150	\$
	1.3 Number of resources – 66	\$
2.	Archiving	\$
	2.1 Hosting of existing archived data (500 GB)	\$
	2.2 Archiving of new email	\$
3.	MAPI Client (Desktop Outlook)	\$
4.	External Encryption	\$
5.	ActiveSync Support	\$
6.	Additional 500 MB Mailbox Storage	\$
7.	Additional 1 GB Mailbox Storage	\$
8.	Application Integration as Required Costs associated with Integration (if applicable)	\$
	8.1 SharePoint 2007/2010	\$
	8.2 Rightfax	\$
	8.3 SMTP Relay	\$
	8.4 Cisco Call Manager and Unity Connection	\$
9.	Training - On Site	\$
10.	Training - Remote	\$
11.	Travel Costs	\$
12.	Deployment and Migration	\$
	Sub-Total	\$
	FIRST YEAR GRAND TOTAL	\$

15.2.2 Secondary Environment - Costs Years 2-5

2nd Year Costs	3rd Year Costs	4th Year Costs	5th Year Costs	Year 2-5 Total
\$	\$	\$	\$	\$

Score Key

Price (first year cost and maintenance cost): The proposer submitting the lowest **First Year Grand Total AND Year 2-5 Total** as identified in Section 13.1, shall receive the maximum amount of points. Each subsequently higher cost submitted by a proposer shall be divided into the lowest cost received and the product's percentage must be multiplied by the maximum points available to render the points that shall be received in the evaluation matrix for cost.

The following is an example of the above methodology:

The City receives three proposals: Firm #1 with a price of \$600.00; Firm #2 with a price of \$800.00; Firm #3 with a price of \$1,200.00.

- Firm #1 would receive the maximum of points for cost, 75.
- Firm #2 would receive \$600.00 divided by \$800.00 (75%) multiplied by the maximum amount of points for cost (75) for a cost matrix score of 56.25.
- Firm #3 would receive \$600.00 divided by \$1,200.00 (50%) multiplied by the maximum amount of points for cost (75) for a cost matrix score of 37.5.

15.3 Requirements Evaluation (Ability)Score Key

Adjusted Points:

- 0 – Cannot meet requirement.
- 1 – Can meet the requirements with customization.
- 2 – Can meet requirement.

Ability Matrix Score = Vendor Score (total)/Max Points (total) x 100

The following is an example of the above methodology:

Total Vendor Score for three firms: Firm #1 – 480 ; Firm #2 - 415; Firm #3 - 375.

- Ability Matrix Score for Firm #1 = $480/516 \times 100 = 93.02$.
- Ability Matrix Score for Firm #2 = $415/516 \times 100 = 80.43$.
- Ability Matrix Score for Firm #3 = $375/516 \times 100 = 72.67$.

		Total Max Points	Vendor Score
Requirements		516	
1.	Functional Requirements	304	
2.	Technical Requirements	44	
3.	Performance Requirements	18	
4.	Information Security and Privacy	28	
5.	Service Management and Support	48	
6.	Service Level Requirements	6	
7.	Billing and Accounting	18	
8.	Deployment and Migration	30	
9.	Training Approach and Strategies	12	
10.	Exit Strategy	8	

15.4 References

Score Key

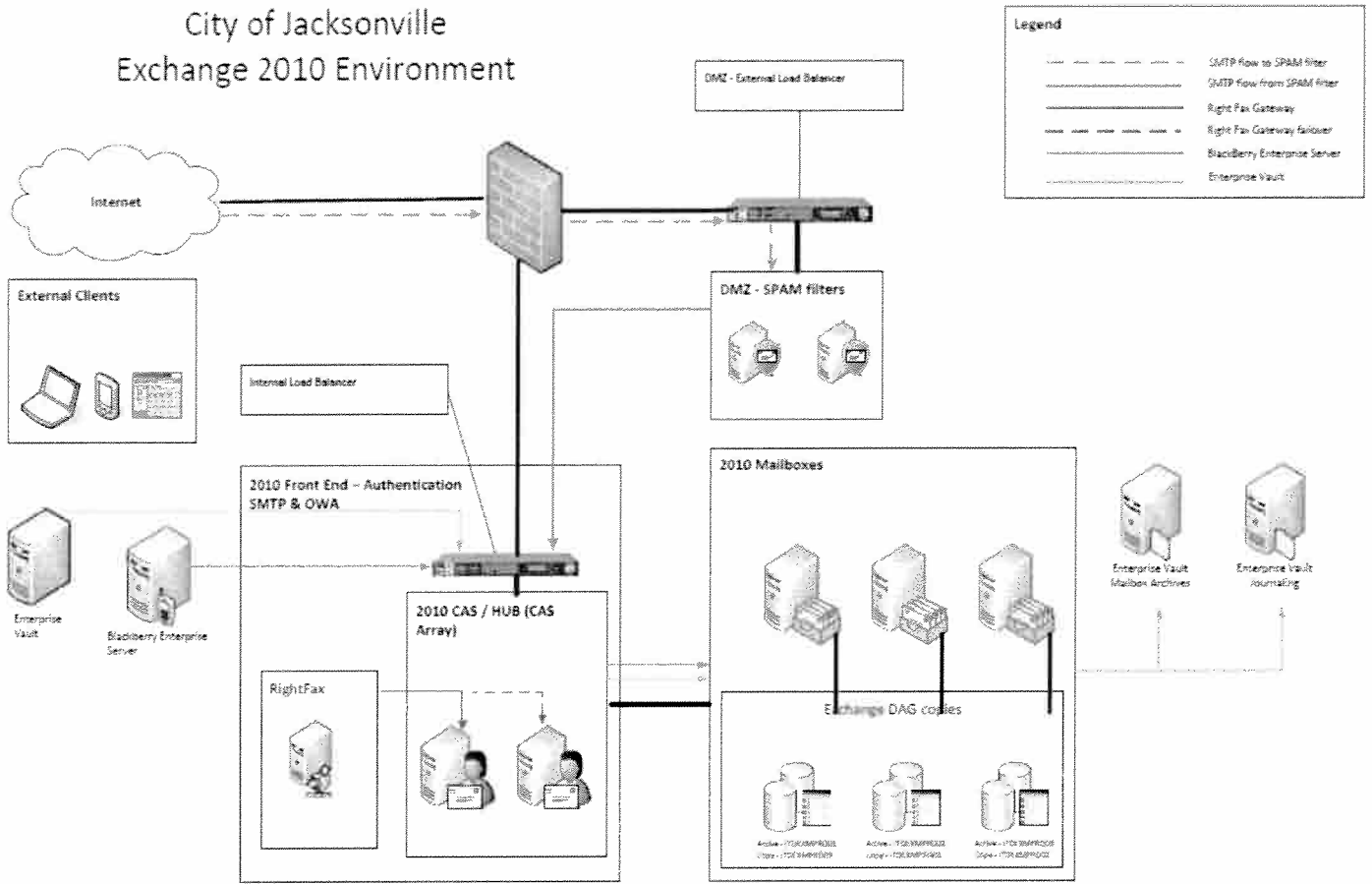
References must be awarded five points for each validated reference. Maximum points available for references are 25 points.

15.5 Evaluation Matrix

Category	Description	Max Points	Vendor Score
Ability	Proposed system adheres to terms in the Requirements Sections of this RFP.	100	
Cost	First-year costs and maintenance costs for years two through five (2-5) of the project.	75	
References	References must be awarded five points for each validated reference. Maximum points available for references are 25 points.	25	
OVERALL TOTAL POINTS		200	

16 ADDITIONAL INFORMATION FOR VENDOR

16.1 Exhibit 1 – Exchange 2010 Environment



DISQUALIFIED/PROBATIONARY VENDORS LIST

In accordance with the City's Procurement Code 126.201 (1) (1-4), the following list of entities are hereby debarred or are placed on probationary status. Debarred entities are prohibited from receiving any new awards until formally reinstated. Probationary status entities are subject to consideration for new awards during the probationary period.

VENDOR	VENDOR-FEIN #	Date of Disqualification/Probationary Status	Eligibility Reinstatement Date/Probationary Status End Date
Able Lumber and Supply	593198312	07/18/97	07/18/98
Armored Car Services	593191058	02/10/00	02/10/01
*Arnett Contracting, Inc.	223965485	06/04/10	06/04/2013
**B & H Full Service Cleaning, Inc.	262653840	11/19/2010	11/19/2011
C & H Construction	593216284	03/07/02	03/07/03
Carolina Paper Mill	593579372	10/20/80	10/20/81
*Cleft Landscape Mgmt.	590036843	10/26/00	10/26/01
Concerned Citizens of Developing the Disable, Inc. d/b/a A.I.C.R.		07/23/98	07/23/99
Court Yard Concepts	593198312	05/07/97	05/07/98
Creed Company	45357941	03/07/90	03/07/91
* Development Solutions, LLC	205208339	02/11/2011	02/11/2014
Elite Public Safety		03/25/00	03/25/01
Fire Defense Centers	593035606	06/08/87	06/08/88
George Patterson & Assoc.	59317759	06/05/98	06/05/99
G K Solutions	593541756	09/08/99	09/08/00
**Kadin Corporation	931267696	01-28-2011	01-27-2012
*Lennox Martin Builders	262329653	09/02/2011	09/02/2014
*Process Server Enterprises, LLC	263336079	04/29/10	04/29/2011
**Ray T. Freiha Construction, Inc.	593615599	06/01/10	06/01/2012
**Sheza General Contractors, Inc.	593430930	11/02/2010	11/02/2011
Tiger Tale Publication		05/21/98	05/21/99
Whittle & Sons		07/25/80	07/25/81

*Vendors disqualified/debarred from bidding as Prime and/or Sub Contractors

**Vendors placed on probation for a period of 6 months or more

Revised 09/26/2011

CITY OF JACKSONVILLE



PROCUREMENT DIVISION

214 N. Hogan Street – 8th floor, Jacksonville, Florida 32202
(904) 255-8800-Ph; (904) 255-8837-Fax; www.coj.net

PROCUREMENT PROTEST PROCEDURES

126.106(e) PROTEST PROCEDURES

- 126.106(e)(1) Purpose and Scope
- 126.106(e)(2) Definitions
- 126.106(e)(3) Timely Notice of Protest
- 126.106(e)(4) Extension Request / Supplemental Protest Documentation
- 126.106(e)(5) Delivery
- 126.106(e)(6) Process
- 126.106(e)(7) Protest Hearing Rules and Procedures
- 126.106(e)(8) Independent Agency, Board or Delegated Authority

126.106(e)(1) Purpose and Scope

(a) These protest procedures are promulgated pursuant to § 126.106(e) of the Jacksonville Ordinance Code (the “Code”), which authorizes the Chief of the Procurement Division (the “Chief”) to “prepare and publish rules and regulations governing bid protests.” In the event a court of competent jurisdiction declares any provision of these Procurement Protest Procedures to be unconstitutional, invalid, or otherwise unenforceable, then all remaining provisions shall be severable, valid and enforceable regardless of the invalidity of any other provision.

(b) In accordance with the procedures contained herein, any person or entity that is adversely affected by a decision or an intended decision concerning a solicitation, solicitation documents, award, or any other process or procedure prescribed in the Code and who has standing to protest said decision or intended decision under Florida law (the “Protestant”), must timely file a written Notice of Protest seeking to challenge the decision or intended decision. The issue(s) raised and the information contained in the Notice of Protest and any supplemental documentation filed in accordance with § 126.106(e)(4), hereof, must clearly identify and explain the factual and legal basis for any relief sought, and shall be the only

issue(s) and information the Protestant may present for consideration before the applicable committee.

126.106(e)(2) Definitions

For the purpose of these Bid Protest Procedures, the following definitions are provided:

(a) “Competitive solicitation” or “solicitation” shall include without limitation an invitation to bid, competitive sealed bid, multi-step competitive sealed bid, competitive sealed proposal, or a request for proposals and/or qualifications.

(b) “Posting” means the notification of solicitations, decisions or intended decision, or other matters relating to procurement on a centralized Internet website, by placing the same on the bulletin board(s) designated by the Procurement Division for this purpose, or as may be consistent with § 126.102(m) of the Code.

(c) “Exceptional purchase” means any purchase excepted by law or rule from the requirements for competitive solicitation, including without limitation purchases pursuant to §§ 126.107, 126.206, 126.207, 126.211, 126.307, 126.309, 126.311, 126.312, or 126.313 of the Code.

(d) "Electronic transfer" is limited solely to facsimile transmissions that appear legibly on paper at the place of filing.

(e) "Final Agency Action" means a final decision that results from a proceeding hereunder, and includes actions which are affirmative, negative, injunctive, or declaratory in form.

(f) "Procurement process" has the same meaning as "contract solicitation or award process."

126.106(e)(3) Timely Notice of Protest

(a) **Recommendations of Award and/or Bid Rejection.** A Protestant shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a Procurement Division recommended award of an exceptional purchase or an award or recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short-listing of bidders or proposers.

(b) **Bid/Proposal Specifications and/or Requirements.** A Protestant shall have 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an addendum, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product, or material specifications; (iv) proposed project schedules; (v) statements regarding participation goals or other equal opportunity measures; or (vi) other general solicitation or project requirements.

(c) **Computation of Time** - The computation of the time limitations or periods contained herein shall be governed by and shall be pursuant to Florida Rule of Civil Procedure 1.090(a). Failure to file a written Notice of Protest within the applicable time limitation or period shall constitute a waiver of any right, remedy, or relief available hereunder.

(d) **Form and Content of the Notice of Protest** - A written Notice of Protest shall: (i) be addressed to the Chief; (ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Chief to

identify the same; (iii) state the timeliness of the protest; (iv) state Protestant's legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.

126.106(e)(4) Request for Extension to File Supplemental Protest Documentation

At the time of filing a timely Notice of Protest hereunder, a Protestant may request an extension of three (3) business days after the date its Notice of Protest is timely received, in which to provide supplemental protest documentation. Failure to do so or to timely submit the supplemental protest documentation shall constitute a waiver of any right to the same.

126.106(e)(5) Delivery

The timely filing of a Notice of Protest shall be accomplished when said notice is actually received by the Procurement Division within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Chief of Procurement at 214 N. Hogan Street, 8th floor, Jacksonville, Florida 32202 or by electronic transfer via facsimile to (904) 255-8837. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the method of delivery employed.

126.106(e)(6) Process

(a) Upon receipt of a timely filed written Notice of Protest, the Chief or his/her designee shall schedule and provide notice of the time, date and place that the protest will be heard. The protest will be heard before the General Governmental Awards Committee ("GGAC"), the Professional Services Evaluation Committee ("PSEC"), or the Competitive Sealed Proposal Evaluation Committee ("CSPEC"), whichever is applicable. The Chief or his/her designee shall have the discretion to proceed with the solicitation or contract award process in question or to suspend the same pending the resolution of the protest. To the extent the Chief or his/her designee decides to exercise his/her discretion not to suspend the solicitation or contract award process pending the resolution of the protest, the Chief or his/her designee shall set forth in writing the particular facts and/or circumstances upon which his/her decision is based.

(b) Those persons or entities, other than the Protestant, who will be directly affected by the resolution of the protest shall be given notice of the protest hearing, and the Notice of Protest and any supplemental protest

documentation shall be made available to them upon a written request for the same.

(c) When a Notice of Protest is filed pursuant to § 126.106(e)(3)(b), hereof, the Chief or applicable awards committee chairperson shall have the discretion to direct that the solicitation in question not be opened pending the resolution of the protest.

126.106(e)(7) Protest Hearing Rules and Procedures

(a) Hearings hereunder shall be heard before the applicable committee, and shall begin with a general statement of the rules and procedures prescribed herein by a representative of the committee, followed by a general statement of the facts by a representative of the Procurement Division. Representatives of the Protestant, limited solely to its owners, officers, employees and/or legal counsel, will then be required to present its case based solely upon the issue(s) and information contained in the Notice of Protest and any timely submitted supplemental protest documentation. Those persons or entities, other than the Protestant, who have legal standing and will be directly affected by the resolution of the protest will be given an opportunity to be heard and to present information before the committee, which will be followed by a statement and the presentation of information from the Procurement Division and other governmental representatives. The Protestant must establish by the preponderance of the evidence that the protest should be granted based upon the law, facts and information presented. The committee is entitled to ask questions of any party at any time during the hearing.

(b) For hearings hereunder, the formal rules of evidence pursuant to the Florida Evidence Code may be

relaxed at the sole discretion of the presiding chairperson of the applicable committee. Hearsay evidence may be admissible and used to supplement or explain other evidence.

(c) Unless otherwise provided by the Code, the burden of proof shall rest with the Protestant. The standard of proof for proceedings hereunder shall be whether a Procurement Division recommendation or the decision or intended decision in question was clearly erroneous, arbitrary or capricious, fraudulent, or otherwise without any basis in fact or law. In any protest proceeding challenging a decision or intended decision to reject all bids, proposals, or replies, the standard of review shall be whether the decision or intended decision is illegal, arbitrary, dishonest, or fraudulent.

(d) A majority vote of the members of the applicable committee shall be required to grant a protest, hereunder; otherwise, the protest shall be denied, and, upon execution by the Mayor or his designee, said vote and/or decision of the applicable awards committee shall be posted and shall represent final agency action.


126.106(e)(8) Independent Agency, Board or Delegated Authority

If a protest is filed and the solicitation is for the benefit of an independent agency, board, or delegated authority that has its own established procurement procedure and does not use the City's procurement process and/or protest procedures, then the person or entity protesting must follow the protest procedures of that independent agency, board, or delegated authority.

CERTIFICATE OF ADOPTION AND IMPLEMENTATION

The preceding Procurement Protest Procedures are hereby adopted this 1st day of October, 2011, by the undersigned Chief of Procurement for immediate implementation, and will remain in full force and effect until such time as they may be formally revised, amended, supplemented, superseded, or abolished.

Procurement Division


Gregory Pease, Chief
City of Jacksonville
214 N. Hogan Street, 8th floor
Jacksonville, Florida 32202
(904) 255-8800 – Phone
(904) 255-8837 – Facsimile
gpease@coj.net

NO BID FORM

BID# ESC-0458-13

UNABLE TO SUBMIT A BID? WE SINCERELY HOPE THIS IS NOT THE CASE.

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to:

**City of Jacksonville
Procurement Division
214 North Hogan St., Suite 105
Jacksonville, Florida 32202**

We are unable to submit a bid at this time due to the following reasons:

Name of Firm _____

Signature and Title _____

Street Address or P.O. Box _____

City _____ **State** _____ **Zip Code** _____

PLEASE SUBMIT THIS FORM ONLY; DO NOT SEND BACK THE BID PACKAGE