



**CITY OF PANAMA CITY BEACH  
REQUEST FOR PROPOSALS  
PCB23-34 RFP MAIL TENANT MERGER AND ANNUAL  
MICROSOFT 365 LICENSING**

CITY OF PANAMA CITY BEACH  
17007 PANAMA CITY BEACH PARKWAY  
PANAMA CITY BEACH, FLORIDA 32413

**Date of Issue: February 17, 2023  
Responses Due: March 10, 2023**

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**NOTICE TO PROPOSERS**  
**PCB23-34 RFP MAIL TENANT MERGER AND ANNUAL**  
**MICROSOFT 365 LICENSING**

The City of Panama City Beach is accepting electronic (e-submission) and sealed Bids from qualified vendors to provide Microsoft Office 365 system integration and implementation services. The scope of the project will be performed in two phases. Phase one (1) will consist of migrating the City of Panama City Beach from its current Microsoft Office 365 for Business cloud tenant to a government specific cloud storage space on Microsoft Office 365 tenant suite including transferring of all existing data to the new tenant space. Phase two (2) will consist of migrating the City of Panama City Beach's Police Department's email tenant and separate domain, currently residing in Microsoft Office 365 for government tenants, to the newly created and functional tenant from Phase one (1) including transferring of all existing data to the new tenant space. The completed tenant space will utilize Windows Active Directory Sync via Azure AD Connect to support multi-forest synchronization. Selected vendor will be required to hold proper levels of CJS certification to perform work done on the Police Department's email tenant.

The bid must conform to Section 287.133(3) Florida Statutes, with respect to Public Entity Crimes.

All proposals must be received no later than **March 10<sup>th</sup>, 2023 at 9:00 AM CDT** at which time all Proposals will be publicly opened and read.

The request for Proposal documents may be downloaded online at [www.demandstar.com](http://www.demandstar.com) and on the City's website at <https://www.pcbfl.gov/about-us/rfp-posts-list> starting on February 17<sup>th</sup>, 2023.

- Electronic proposals will **only** be accepted when submitted through the DemandStar Proposal portal. Emailed submissions will not be accepted.
- Alternatively, one (1) unbound original, along with an electronic copy (USB flash drive preferred) may be delivered to the City Hall Office at the address below. Any sealed Proposal submitted on paper must identify and **clearly mark** the Proposal # **PCB23-34 RFP MAIL TENANT MERGER AND ANNUAL MICROSOFT 365 LICENSING** on the package. Receipt of a Proposal by any Panama City Beach Office, receptionist, or personnel other than the City Hall's front desk does not constitute "receipt" as required by this solicitation. The time received at City Hall shall be conclusive as to the timeliness of receipt.

**Note: Any Proposer failing to mark the outside of the envelope as required may not be entitled to have their proposal considered.**

All paper Proposals shall be sealed and delivered or mailed to: **City of Panama City Beach Purchasing Manager: Carrie Jagers, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.**

Any and all questions regarding the proposal documents shall be directed to City of Panama City Beach Purchasing Manager: Carrie Jagers, by email at [purchasing@pcbfl.gov](mailto:purchasing@pcbfl.gov). Contact with any other City official or City employee for the purpose of inquiries regarding this proposal or the meaning or interpretation of these specifications shall be grounds for disqualification.

The City reserves the right to accept or reject any and all RFPs in whole or in part, to waive informalities in the RFP documents, to obtain new RFPs, to postpone the opening of RFPs, or if unable to negotiate a satisfactory contract to terminate all negotiations under the RFP and proceed by whatever appropriate means it may elect. Each Request for Proposals shall be valid to the City for a period of ninety (90) days after opening.

The City of Panama City Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to the bid opening by a physically handicapped person upon notice 48 hours prior to the meeting. Please call City Clerk, Lynne Fasone, at 850-233-5100 or email at [CityClerk@pcbfl.gov](mailto:CityClerk@pcbfl.gov) to make a request.

## REQUEST FOR PROPOSALS

1. **INTRODUCTION:** It is the intention of this Request for Proposal (RFP) to find a qualified company that can provide necessary Office 365 licenses, setup and configuration of a new Office 365 government specific tenant with multi-forest synchronization, perform Microsoft Office 365 tenant to tenant migration, and on-going account management of licensing maintenance, including increases and decreases of license counts, and support.

The awarded vendor will assist the City in performing a readiness assessment of the existing infrastructure including documentation of requirements, and developing and executing a migration plan. Vendor will provide services needed to migrate approximately 500 mailboxes to Exchange Online with email archiving, eDiscovery, anti-malware and anti-spam filtering capabilities. Vendor will be the central point of contact for the City in purchasing the Office 365 Suite Plan G3, and others listed in the Scope of Work section, along with purchasing migration software to transfer current data from both current tenants to the newly created tenant.

2. **BACKGROUND:** The City of Panama City Beach currently has two (2) separate Microsoft Office 365 cloud hosted tenants managed by physically separate forest domains. The City would prefer to share a single Microsoft tenant and email domain for all City employees. Due to CJIS requirements, a multi-forest active directory environment must be maintained and synchronized. The General and Fire employee emails were set up in a standard business cloud environment and must be migrated to a government secured cloud space prior to migration of the Police employee emails.

Current license count (in-use as of February, 2023):

- a. Messaging Environment 1 – PCBFL.GOV
  - a. Azure Active Directory Premium P2 – 3
  - b. Exchange Online (Plan 1) – 181
  - c. Exchange Online (Plan 2) – 8
  - d. Exchange Online Archiving for Exchange Online – 182
  - e. Microsoft 365 Business Standard – 160
  - f. Microsoft defender for Office 365 (Plan 1) – 342
  - g. OneDrive for Business (Plan 1) – 5
  - h. Project Plan 3 – 2
- b. Messaging Environment 2 – BEACHPOLICE.ORG
  - a. Office 365 G3 GCC – 104
  - b. Exchange Online Kiosk for GCC – 10
  - c. Exchange Online Archiving for Exchange Online for GCC - 10

Description	Date/Time
Advertise RFP	February 17, 2023
Deadline for Proposers to submit written questions or seek clarification of the specifications	March 3, 2023 @ 4:00PM CDT
Proposal Submission Deadline	March 10, 2023 @ 9:00AM CDT
Estimated Committee Review and Selection	March 21, 2023 @ 10:00AM CDT
City Council Review and Action	April 13, 2023
Estimated Notice of Award Date	April 14, 2023

THE CITY RESERVES THE RIGHT TO:

- a. Accept or reject any and all Proposals, whole or in part.
- b. Conduct investigations of the qualifications of the Proposers as deemed appropriate.
- c. Inspect the individual or organization and take any other action necessary to determine ability to perform in accordance with specifications, terms, and conditions.
- d. Reject all submitted Proposals and provide for the request of additional Proposals whenever it finds that the Proposals submitted are not responsive to the request for Proposals, or that the Proposal are not responsible.
- e. Waive any technicalities or informalities.
- f. Award a contract deemed to be in the best interest of the City.
- g. Retain all Proposals and to use any ideas in a Proposal regardless of whether that Proposal is selected.

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## TERMS AND CONDITIONS

**ADDENDUM:** If it becomes necessary to revise or amend any part of this Invitation for Bid, the City's Purchasing Manager will furnish the revision by written Addendum through the City's solicitation hosting platform at [www.demandstar.com](http://www.demandstar.com). Addenda information will also be posted online at the City of Panama City Beach website: <https://www.pcbfl.gov>. Bidders are solely responsible to ensure they have received all addenda(s) prior to submitting their Bid.

**ANTI-DISCRIMINATION:** The Bidder certifies compliance with the non-discrimination clause contained in Section 202. Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin.

**AWARD:** The City shall award the contract to the lowest fully responsive and responsible Bidder(s); provided, that the City may award the contract to a Bidder(s) other than the lowest Bidder should it find the lowest Bidder(s) does not offer the reliability, quality of service or product afforded by such other Bidder(s).

**BIDDER ACKNOWLEDGEMENT:** By submitting a Bid, the Bidder certifies and or acknowledges that he/she has full knowledge of the scope, nature, quality of product to be provided, and/or quality of work to be performed.

Submission of a Bid indicates acceptance by the individual or vendor of the conditions contained in this invitation to Bid, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between the City of Panama City Beach and the individual or vendor selected.

**BIDDER EXPENSES:** The City is not responsible for any expenses that a Bidder may incur in preparing and submitting Bids called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing, photocopying, postage, per diem, travel expenses and the like, incurred by the Bidder. The City will not be liable for any costs incurred by the Bidder in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

**CHANGE ORDER:** No out-of-scope services shall be performed in the absence of prior written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract.

**CONE OF SILENCE:** The City observes a cone of silence and policies for ethical and professional behavior on all advertised solicitations. Potential bidders and their agents must not communicate in any way with the City Council, City Manager, or any City Staff other than the Purchasing Manager in reference to or relation to this solicitation. This restriction is effective from the time of bid advertisement until an award is made by the City Council. Such communication may result in disqualification.

**CONFLICT OF INTEREST:** The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate, or agent which is also an officer or employee of the City or of its agencies. Bidders must disclose the name of any officer or employee of the City who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's organization or any of its branches or affiliate companies.

**DEFAULT/FAILURE TO PERFORM:** The City of Panama City Beach shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the award, to furnish required documents, and/or fulfill any portion of this contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the Purchasing Division will provide the Bidder three (3) days notice (weekends and holidays excluded) to remedy the default. Failure on the Bidder's part to correct the default within the required three (3) days shall result in the contract being terminated, upon the Purchasing Manager notifying in writing the Bidder of its intentions and the effective date of the termination. The following shall constitute default: The City of Panama City beach may terminate the Contract if the Bidder fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement.

**DEVIATION FROM SPECIFICATION:** Any deviation from specifications must be clearly stated, explained in detail, and accepted by the City Manager in writing. Otherwise, items offered are expected to be in strict compliance with specifications and the successful Bidder shall be held accordingly.

**DOING BUSINESS WITH THE CITY.** When a vendor is awarded a contract with the City, the City will request a copy of the vendor's completed W-9 to register the vendor in the City's financial system for invoice processing and payment. Vendors may choose ACH or virtual card for payments, as these forms of payment result in quicker payment of invoices.

**E-VERIFY:** The awarded Bidder becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility", as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021, and requiring all sub-Bidders to provide an affidavit attesting that the sub-Bidder does not employ, contract with, or subcontract with, an unauthorized alien. The Bidder shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a sub-Bidder knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Bidder, the Bidder may not be eligible for or awarded a public contract for a period of one (1) year after the date of termination.

**FORCE MAJEURE:** Neither the City nor the Bidder shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to wars, acts of God, acts of terror, labor disputes, flood, windstorm, explosion, riots, sabotage, and fire and pandemic, provided that prompt notice of such delay is given to the other party. The time for performance shall be extended for a period equal to the duration of the Force Majeure.

**INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful Bidder shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Bidder, its sub-Bidders, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.



If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Bidder under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Bidder and shall afford the Bidder and its counsel, at the Bidder's sole expense, the opportunity to join in defending or compromising the claim.

**INSURANCE:** Bidder shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A".

Within thirty (30) days of the date of the Award, and thereafter upon the written request of the City, Bidder shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance Requirements. In order to satisfy this provision, the documentation required by this part must be sent to the following address: ATTN: Risk Management Director, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

**INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed to the Purchasing Manager. Interpretations that may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Panama City Beach.

**MINOR IRREGULARITIES/INFORMALITIES:** The City of Panama City Beach reserves the right to both waive any irregularities or informalities in Bids and to determine, in its sole discretion, whether or not informality is minor.

**NON-COLLUSION:** The Bidder certifies that this Bid has not been arrived at collusively or otherwise in violation of federal, state, or local laws. Bidder shall certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services.

**NOTIFICATIONS:** The City of Panama City Beach's official website for notices, Bids, addendums, and other documents is located at <https://www.pcbfl.gov>. Bidders are also advised that [www.demandstar.com](http://www.demandstar.com) is one of the City's sourcing methods of notices, addendums, Bids, and other documented communications for the procurement process. The City is not under any obligation and does not guarantee that Bidders will receive email notifications concerning the posting, amendment or close of solicitations. Bidders are responsible for checking [www.demandstar.com](http://www.demandstar.com) or <https://www.pcbfl.gov> for information and updates concerning solicitations or contact the Purchasing Manager.

**OPTIONAL CONTRACT USAGE BY OTHER GOVERNMENTAL AGENCIES:** All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a proposal to other Florida governments under the same conditions, for the same contract price, and for the same effective period, should the Bidder feel it is in their best interest to do so.

**PAYMENT:** Upon acceptance of work by the City, the City shall make payment to the Bidder in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Bidder when

requested to do so by the City's Department Representative. All invoices shall be directed to Accounts Payable, City of Panama City Beach.

**PURCHASING POLICIES.** For more information on the City's purchasing policies and procedures, or to review the City's Procurement Manual, please visit the City's website at [www.pcbfl.gov](http://www.pcbfl.gov).

**PUBLIC ENTITY CRIMES:** By submission of response to the City's Invitation to Bid, Bidder acknowledges and agrees to the following: A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a Bid 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 for leases of real property to a public entity, may not be awarded or perform work as a Successful Bidder, contractor, supplier, sub-Bidder, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287-017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Section 287.133, Florida Statutes).

**PUBLIC RECORDS:** Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his or her response is exempt from disclosure, then the Bidder must in her or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. Otherwise, the City will treat all materials received as public records once that information is determined to be available for public inspection.

If the City rejects all Bids or replies submitted in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Bid or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the City provides notice of an intended decision concerning the reissued competitive solicitation, or until the City withdraws the reissued competitive solicitation. A Bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all Bids, or replies.

The City is a public agency subject to Chapter 119, Florida Statutes. The Bidder shall comply with Florida's Public Records law. Specifically, the Bidder, shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Bidder does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Bidder or keep and maintain public records required by the public agency to perform the service. If the Bidder transfers all public records to the public agency upon completion of the contract, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the Bidder keeps and maintains public records upon completion of the contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The failure of the Bidder to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

**If the Bidder has questions regarding the application of Chapter 119 Florida Statutes, to the Bidder's duty to provide public records relating to this contract, contact the custodian of public records at the City of Panama City Beach City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413; 850-233-5100 or [CityClerk@pcbfl.gov](mailto:CityClerk@pcbfl.gov) .**

**REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION:** The Bidder shall furnish such additional information/clarification as the City may reasonably require. This includes but is not limited to information that indicates Bidder financial resources as well as the ability to provide and maintain the goods or services requested.

**RIGHT TO REJECT:** Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk. Only the City of Panama City Beach reserves the right to reject all Bids, or any part of any Bid deemed necessary for the best interest of the City. The City may reject any response not submitted in the manner specified by the solicitation documents.

If Bidder purports to add terms or conditions to its Bid, takes exception to any provisions of the Bidding Documents, or attempts to alter the contents of the Contract Documents for the purposes of the Bid, whether in the Bid itself or in a separate communication to the City, then the City will reject the bid as nonresponsive.

**RECOMMENDATION OF AWARD INFORMATION:** Notice of Award, Bids currently available, and Tabulation sheets will be available online at [www.demandstar.com](http://www.demandstar.com). Bidders who do not have Internet access may request a copy of the tabulation by contacting the Purchasing Manager. (NOTE: information will be provided in accordance with the requirements contained in the section above regarding PUBLIC RECORDS).

**RESPONSIBLE BIDDER:** A Bidder, business entity or individual who submits a Bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate and fully capable to make satisfactory delivery of the goods or services described in the Bid. The City may review vendor performance on City Contracts, and other public entity contracts, in arriving at a determination as to whether a Bidder meets the definition of a responsible vendor who may be recommended for award.

**RESPONSIVE BIDDER:** A Bidder, business entity or individual who has submitted a Bid or Bid that fully conforms in all material respects to the Invitation to Bid and all of its requirements, including all form and substance.

**TAX EXEMPTIONS:** The City of Panama City beach is tax exempt. The City of Panama City Beach's tax-exempt number is 85-8012646361C-4.

**TIME FOR CONSIDERATIONS:** Bids will be irrevocable after the time and date set for the opening of Bids and for a period of sixty (60) days thereafter.

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## SCOPE OF SERVICES

The scope of the project should include the design, preparation, testing, and migration of Email and SharePoint data from the two (2) current messaging environments to the new Office 365 tenant.

### OFFICE 365 ASSESSMENT, REMOTE DISCOVERY, AND PLANNING

1. Offsite review of City's systems to gather and capture information about existing infrastructure.
2. Identify potential challenges in this migration and propose solutions.
3. Create Networking and Naming Services Planning document.
4. Determine required tasks for configuring network and DNS.
5. Create User Identity and Account Provisioning Planning document.
6. Planning considerations to implement directory synchronization across a multi-forest environment.
7. Develop migration strategy.
8. Identify mailbox size and item counts that will be migrated to Office 365.
9. Determine mail-enabled applications and plan for configuration.

### SETUP AND CONFIGURATION

1. Setup and configure new Office 365 tenant.
2. Setup and configure Windows Active Directory Sync using Azure AD Connect to support multi-forest synchronization.
3. Setup and configure 3rd Party tool for Office 365 tenant to tenant migrations.
4. Validate SMTP Relay Services.

### MIGRATION AND CUTOVER - PHASE 1

1. Perform validation of user identities for the preservation of existing user properties.
2. Perform testing of Coexistence (Mail flow, Free/Busy, Outlook Permissions).
3. **Office 365 - Messaging Environment 1 – PCBFL.GOV Domain – 366 Users**
  - a. Conduct 1 Early Adopter Migration of up to 5-10 Users.
  - b. Conduct 1 Pilot Migration of up to 10-25 Users.
  - c. Perform Velocity Migration of remaining User Mailboxes.
  - d. Migrate Shared Mailboxes.
  - e. Migrate Resource Mailboxes.
  - f. Migrate Team Sites.
  - g. Migrate SharePoint Sites.
4. Verify Mobile Device Access to Office 365.
5. Perform migration of archived email accounts that are no longer active users for Content Search capabilities as it relates to Public Record Requests.
6. City IT department verification and acceptance of Phase 1 prior to starting Phase 2.

### MIGRATION AND CUTOVER - PHASE 2

1. Perform validation of user identities for the preservation of existing user properties.
2. Perform testing of Coexistence (Mail flow, Free/Busy, Outlook Permissions).
3. **Office 365 - Messaging Environment 1 – BEACPOLICE.ORG Domain – 114 Users**
  - a. Conduct 1 Early Adopter Migration of up to 5-10 Users.

- b. Conduct 1 Pilot Migration of up to 10-25 Users.
  - c. Perform Velocity Migration of remaining User Mailboxes.
  - d. Migrate Shared Mailboxes.
  - e. Migrate Resource Mailboxes.
  - f. Migrate Team Sites.
  - g. Migrate SharePoint Sites.
- 4. Verify Mobile Device Access to Office 365.
  - 5. Perform migration of archived email accounts that are no longer active users for Content Search capabilities as it relates to Public Record Requests.

**POST DEPLOYMENT SUPPORT AND OFFICE 365 LICENSE ADMINISTRATION**

- 1. Provide post migration support using a bridge line for day after migration for each phase.
- 2. Provide license support as 3<sup>rd</sup> party liaison for account administration of end user licensing between the City and Microsoft Corporation.

**TERMS**

- 1. The successful Vendor, with approval from City Council, will enter into a contract with the City of Panama City Beach.
- 2. The initial contract period will be for a 3-year term with the ability to increase licenses as needed. The agreement may be renewed for two (2) additional one-year terms upon satisfactory performance by the Vendor.

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## SUBMITTAL RESPONSES

FORMAT: Request for Proposal should include the following:

1. INTRODUCTION/COVER LETTER: Proposers shall provide a letter of introduction not to exceed two (2) pages. The letter should highlight or summarize whatever information a Proposer deems appropriate as a cover letter; this section shall include the name, address, telephone number and email address of the designated person to whom all correspondence should be directed.
2. A brief overview of the Proposer's operational experience relevant to the Scope of Services as contained within this RFP. The Proposer must have a current and active business license and be in good standing with the State of Florida.
3. An executive summary of the approach and methodology to be used to accomplish the Scope of Work of this RFP, highlighting the Proposer's safeguards and practices to ensure compliance with data retention and redundancy. Included should be a detailed implementation plan with a project schedule. Also, included should be a detailed description of specific tasks you will require from City staff and explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Services.
4. A specific work plan for the project, including the expected delivery date of completion. The work plan should identify deadlines by which City action, information or participation is required to move the project forward.
5. Provide a list of the staff members who will be assigned to the City to provide the services. Provide the name and contact information for the Manager/Supervisor who will be in charge of the City's account.
6. The Proposer shall identify any pending lawsuits, past litigation relevant to subject matter of this RFP, and provide a statement of any litigation or pending lawsuits that have been filed against the Company in the last five years.
7. Any other information that proves the Proposer is capable to provide Microsoft Office 365 account management and licensing services to the City of Panama City Beach.
8. References (at least three), including when and where your business provided similar services on a similar scale to other local government entities. Please provide names and telephone numbers of contact person for each reference.
  - The City reserves the right to conduct reference checks for firms submitting proposals. In the event that information obtained from the reference checks reveals concerns about the firm's past performance or their ability to successfully perform the contract to be executed based on this RFP, the City may, at its sole discretion, determine that the firm is not the most qualified firm and may select the next highest-ranked firm whose reference checks validate the ability of the firm to successfully perform the work. The City also reserves the right to check references from others not identified by the Vendor.

9. Proposed compensation. Proposals should include a completed cost estimate and any other necessary cost information. Pricing should include:
- Cost for Office 365 Consolidation including the Discovery/Plan/Design Phase, Preparation Phase, Testing Phase, and Migration Phase.
  - Cost for any 3<sup>rd</sup> Party Tools for Office 365 mailbox migration and Team / SharePoint migration tools.
  - Cost for licenses including the licenses needed to change to a GCC tenant.
  - Cost for ongoing technical support.
  - Any other information deemed necessary by the Proposer.

The complete submittal package is not to exceed thirty (30) pages excluding the standard forms.

The following standard forms are required to be submitted with the RFP response:

1. Conflict of Interest
2. Drug Free Workplace
3. E-Verify Form
4. Non-Collusion Affidavit
5. Public Entity Crimes Form
6. Proposer's Certification

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## EVALUATION AND AWARD

The responses will be evaluated using two (2) sets of criteria. Proposers meeting the mandatory criteria will have their proposals evaluated for responsiveness. Responsive Proposers will then be scored on technical qualifications and cost.

The following represents the principal criteria which will be considered during the evaluation process.

### A. MANDATORY ELEMENTS

1. The Proposer adheres to the instructions in this proposal on preparing and submitting a complete proposal.
2. The Proposer has provided sufficient information to substantiate the firm's knowledge and experience with public record laws.
3. The Proposer is CJIS Compliant and Certified to handle potential CJJ data.
4. The Proposer has executed all the required proposal documents.

### B. TECHNICAL QUALITY AND TOTAL COST

1. Proposer meets or exceeds the needs described in the Scope of Services Required. (30 points)
2. Project Approach, methodology and proposed timeline (20 points)
3. Vendor familiarity with public records law and Microsoft Government Cloud architecture including tenant setup and configuration. (20 points)
4. Total cost for migration project and current license count. (30 points)

The Proposer submitting the lowest total cost will receive the maximum points for the cost element of the evaluation. The other Proposers' scores will be based on a relative percentage of the dollar amount higher than the lowest price. The price points will be determined in accordance with the following formula:

$$\frac{\text{Lowest Price} - A}{\text{Proposer's Price} - B} \times \frac{\text{Total Possible Points for Price} - C}{\text{Points Earned by Proposer} - D} = D$$

**EVALUATION COMMITTEE** – An Evaluation Committee consisting of at least three members assembled by the City Manager will review and evaluate each Proposal submitted in response to this RFP based on the evaluation criteria and weighting identified herein. Submissions will be evaluated to determine those that best meet the need of the City. Acceptance and approval of each proposal will be based on an evaluation of the information submitted by the applicants. The Evaluation Committee will tentatively meet on March 21<sup>st</sup>, 2023 at 10:00AM CDT in the City Hall Conference Room to evaluate and rank all firms.

1. After evaluation and ranking of submittals, the City Evaluation will recommend the highest ranked firm to the City Council for award.
2. The City reserves the right to reject all proposals. In the event the City does so, it shall provide in writing to all proposers the reason for its rejection.

**PRESENTATIONS:** At the sole determination of the Evaluation Committee, a minimum of the three (3) top ranked proposers based on submittal evaluations, may be required to make a presentation of their proposal.

1. If the Evaluation Committee desires presentations, this will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal.
2. If presentations are elected, the Purchasing Manager shall schedule the time and location of these presentations and notify the selected firms. Presentations shall be limited to 30 minutes, including the question-and-answer period. The presentations shall assist the Evaluation Committee in selecting the most qualified firm(s) for this proposal. Additional information and/or cost information may be requested for clarification purposes, but in no way will change the original proposal submitted.
3. A new scoring sheet shall be prepared, based on the identical criteria, and weighing below, for each presenter. The scores from the submittal and from the presentation shall be averages to determine the final ranking. Based on the final scoring of the Evaluation Committee after the last presentation, a recommendation shall be made by the Evaluation Committee to the City Council to being negotiations with the highest ranked firm.

**POINT OF CONTACT DURING EVALUATION PROCESS** – The Purchasing Manager, or a designee, will initiate any necessary communication with a proposer to obtain information or clarification to allow the Evaluation Committee to rate the submissions properly and accurately.

1. Discussion of proposals – The Purchasing Manager, or a designee, may discuss a proposal directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to, the solicitation requirement. All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to the “short-list” for the purpose of obtaining best and final offers. When conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by Florida Public Records Law, Chapter 119, Florida Statutes.
2. A proposer shall address and questions regarding interpretation of the RFP or the process to the Purchasing Manager, in writing and in sufficient time before the specific period set prior to the opening of the Request for Proposals.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

**PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Proposal, and any other documents accompanying or made a part of this RFP.

I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Request for Proposal.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting an RFP for this proposal; no officer, employee or agent of the City of Panama City Beach or of any other proposer interested in said submittal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS: \_\_\_\_\_

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

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Acknowledged and subscribed before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2023, by \_\_\_\_\_, as the \_\_\_\_\_  
of [business] \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

Notary Public, State of \_\_\_\_\_

Personally Known \_\_\_\_\_-OR- Produced Identification of: \_\_\_\_\_.

**ADDENDUM PAGE**

The undersigned acknowledges receipt of the following addenda to the Request for Proposals (Give number and date of each):

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SUBMITTAL IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

NAME OF BUSINESS: \_\_\_\_\_

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

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: \_\_\_\_\_

DRUG FREE WORKPLACE  
STATEMENT UNDER SECTION 287.087  
FLORIDA STATUTES, ON PREFERENCE TO  
BUSINESSES WITH DRUG-FREE WORKPLACE  
PROGRAMS

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more BIDS which are equal with respect to price, quality and service are received by the City for this PRODUCT and SERVICE, a bid received from a BIDDER that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID a copy of the statement specified in paragraph (1).
4. In the statement specified in paragraph (1), notify the employees that, as a condition of working on the commodities or contractual services that are under BID, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace not later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

---

BIDDER SIGNATURE

[END OF DRUG-FREE WORKPLACE]

PUBLIC ENTITY CRIMES  
FORM

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

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

1. This sworn statement is submitted to \_\_\_\_\_

by \_\_\_\_\_

For \_\_\_\_\_

Whose business address is

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

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

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

I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b),  
Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with  
or without an adjudication of guilt, in any federal or state trial court of record relating to  
charges brought by indictment or information after July 1, 1989, as a result of a jury

verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that "affiliate" as defined in Section 2871.33 (1)(a), Florida Statutes, means:

(a.) A predecessor or successor of a person convicted of a public entity crime, or

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

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

5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [indicate which statement applies.]

\_\_\_\_\_ Neither the person submitting this sworn statement, nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

\_\_\_\_\_ The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

\_\_\_\_\_ The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287.133, Florida Statutes, that it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vendor list. [Attach a copy of the final order].

6. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Bidder, supplier, sub-Bidder, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]



**CONFLICT OF INTEREST STATEMENT**

Check one:

To the best of our knowledge, the undersigned Respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. This includes and requires disclosure of any officer, director, partner, proprietor, associate, or agent of the Respondent who is also an officer or employee of the City or of its boards or committees.

**LITIGATION STATEMENT**

Check one:

The undersigned Respondent has had no litigation and/or judgements entered against it by any local, state, or federal entity and has had no litigation and/or judgements entered against such entities during the past ten (10) years.

or

The undersigned Respondent, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgements entered by or against any local, state, or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

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

DATE: \_\_\_\_\_

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgements, may result in disqualification of your proposal.

**NON-COLLUSION  
AFFIDAVIT**

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

\_\_\_\_\_ being, first duly sworn, deposes and says that he is of \_\_\_\_\_, the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Panama City Beach, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

\_\_\_\_\_

**CONTRACTOR E-VERIFY FORM**

**PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.**

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/ PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.**

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. All employees hired by Contractor on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.
6. The City may terminate this contract on the good faith belief that the Contract or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Entity/Corporation

**STATE OF FLORIDA** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_ (name of person whose signature is being notarized) as the \_\_\_\_\_ (title) of \_\_\_\_\_

\_\_\_\_\_ (name of corporation/entity), personally known \_\_\_\_\_, or produced \_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.

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

My Commission Expires: \_\_\_\_\_  
NOTARY SEAL ABOVE

\_\_\_\_\_  
Printed Name

Initial Page: \_\_\_\_\_ Owner \_\_\_\_\_ Contractor

## Exhibit A

### INSURANCE REQUIREMENTS

#### SECTION 1: DEFINITIONS

"**Location**" means the location subject of the Subcontract/Purchase Order.

"**Project**" means the project subject of the Subcontract/Purchase Order.

"**Scope**" means the scope of work to be provided by the Subcontractor under the Contract or the Goods and Services to be supplied and performed by Seller under the Purchase Order, as applicable.

"**State**" means a state of the United States or the District of Columbia or the Commonwealth of Puerto Rico, as applicable

"**Alternate/ Leased Employer Endorsement**" is an endorsement added to a workers compensation policy that provides an entity scheduled as an alternate employer with primary workers compensation and employers liability coverage as if it were an insured under the policy. This endorsement is commonly used when a temporary help agency (the insured) is required by its customer (the alternate employer) to protect the alternate employer from claims brought by the insured's employees.

#### SECTION 2: STANDARD INSURANCE COVERAGES

Successful Bidder shall comply with the following:

1. Unless higher limits or additional coverages are required by the Contract/Purchase Order or Owner Contract, the Successful Bidder shall secure and maintain the minimum from the earlier commencement of work or the effective date of the Contract/Purchase Order insurance coverages and limits required by this Exhibit A.
2. Failure of the Contractor/Buyer to identify deficiencies in any insurance provided by Successful Bidder shall not relieve Successful Bidder from any insurance obligations. Required coverages are as follows:

##### **2.1. Commercial General Liability Insurance Coverages:**

Commercial General Liability insurance using ISO's CG 00 01 or its substantial equivalent with **City of Panama City Beach** as an additional insured using ISO's CG 20 10 or its substantial equivalent for ongoing operations and ISO's CG 20 37 or its substantial equivalent for completed operations with the following minimum limits:

- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products-Completed Operations Limit
- \$500,000 Damage to Rented Premises

Per Project using ISO's CG 25 04 or its substantial equivalent

Providing coverage for Claims, including

Initial Page: \_\_\_\_\_ Owner \_\_\_\_\_ Contractor

The Successful Bidder must disclose to **City of Panama City Beach** any endorsements that limit or exclude coverage customarily provided by ISO's CG 00 01.

The Successful Bidder's Commercial General Liability policy shall not contain an exclusion or restriction of coverage for the following:

1. Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
2. Claims for property damage to the Successful Bidder's Work arising out of the products-completed operations hazard where a Subcontractor performed the damaged Work or the Work out of which the damage occurs.
3. Claims for bodily injury other than to employees of the insured.
4. Claims for indemnity arising out of injury to employees of the insured.
5. Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
6. Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
7. Claims related to residential, multi-family, or other habitational projects if the work is to be performed on such a project.
8. Claims related to roofing, if the work involves roofing.
9. Claims related to exterior insulation finish systems (EIFS), synthetic stucco, or similar exterior coatings or surfaces if the work involves such coatings or surfaces.
10. Claims related to earth subsidence or movement, where the work involves such hazards.
11. Claims related to explosion, collapse, and underground hazards, where the work involves such hazards.

The Successful Bidders Commercial General Liability insurance will remain in force with annual policy periods for the period of the statute of repose applicable to this project. *Alternatively, suppose a "project-specific" General Liability policy is used to satisfy these requirements. In that case, it must be endorsed to provide extended completed operations for the period of the statute of repose applicable to this project.*

## 2.2. Workers Compensation

Initial Page: \_\_\_\_\_ Owner \_\_\_\_\_ Contractor

Worker's Compensation Insurance and Employer's Liability Insurance (including occupational disease) to cover statutory benefits and limits under the Worker's Compensation laws of any applicable jurisdiction in which the Scope is to be performed and minimum limits.

- **Bodily Injury by Accident - \$100,000 Each Accident**
- **Bodily Injury by Disease - \$500,000 Policy Limit**
- **Bodily Injury by Disease - \$100,000 Each Employee**

Policy coverage terms and conditions to include:

- USL&H – where applicable.
- Jones Act – where applicable.
- All State's endorsement – where applicable.
- The certificate must identify that coverage applies in the State where the Project is located.

### 2.3. Automobile Liability

Commercial Automobile Liability insurance covers all owned, leased, and non-owned vehicles used in connection with the Scope. Business Auto Coverage Form using ISO's CA 00 01 or its substantial equivalent including liability coverage for all autos owned (Symbol 1), rented, hired, or borrowed by the contractors, as well as liability coverage for mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws with the following minimum limit:

- **\$1,000,000 – Any One Accident – Combined Single Limit**

Suppose the Contractor/Sub-Contractor/Vendor is responsible for removing any pollutants from a site. In that case, the Successful Bidder will need to cover its automobile exposure for transporting the pollutants from the site to an approved disposal site. Therefore, auto liability coverage should be endorsed to include the required auto pollution endorsements and Motor Carrier Act Endorsement, MCS 90, and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile).

### 2.4. Umbrella or Excess Liability      Required: **No**

Also, the Successful Bidder shall provide an umbrella or excess liability insurance providing in excess of the underlying Commercial General Liability, Business Automobile Liability, Pollution Liability (if required), and Employers' Liability insurance above, with the following minimum limits:

- **Choose limits when required    Each Occurrence**
- **Choose limits when required    Annual Aggregate** (where applicable in the underlying)

Such umbrella or excess liability policy shall provide substantially the same coverage as the underlying Commercial General Liability (including **City of Panama City Beach** as additional insured), Business Automobile Liability, Pollution Liability, and Employers' Liability insurance. In addition, it shall expressly provide that the umbrella or excess policy will drop down over the underlying insurance's reduced or exhausted aggregate limit. The umbrella or excess policy shall also be primary insurance to **City of Panama City Beach**(including primary

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insurance to **City of Panama City Beach's** own Commercial General Liability and Umbrella policies), and Successful Bidder's umbrella insurer agrees not to seek contribution from **City of Panama City Beach** insurance.

**2.5. Technology E&O coverage (Professional Liability) Required: Yes**

Technology Errors & Omissions Liability Insurance is required to cover liability for claims that arise from the errors, omissions, or acts of the Successful Bidder or any entity the Successful Bidder is legally responsible in the provision of professional services. The policy shall be primary and non-contributory, with the insuring agreement to read: "to pay on behalf of" and shall be effective (retroactively, if applicable) from the commencement date of all professional activities in connection with the Scope. The coverage shall be maintained for three years following the final acceptance of the Project.

Minimum limits are:

- **Technology E&O: \$2,000,000 per claim/annual aggregate.**

**2.6. Cyber Liability Insurance (third party coverage) Required: Yes**

Cyber Liability Insurance (third-party coverage) is required to cover claims related to Cyber attacks. The policy shall be primary and non-contributory, with the insuring agreement to read: "to pay on behalf of" and shall be effective (retroactively, if applicable) from the commencement date of all professional activities in connection with the Scope. The coverage shall be maintained for three years following the final acceptance of the Project.

Minimum limits are:

**Cyber Liability Insurance: \$2,000,000 per claim/annual aggregate**

Upon request, a copy of the policy shall be provided to **City of Panama City Beach**. Coverages shall not include any exclusions or other limitations related to the scope of the services, delays in project completion, or cost overruns.

**Deductibles/Denial of Claims:**

Contractor/Vendor shall be responsible, at no additional cost to Contractor/Buyer, for the payment of any deductibles or self-insured retention in connection with the insurance coverages required by this Exhibit A both for itself and all Additional Insureds. Any self-insured retention or deductible in excess of \$25,000 must be declared when Subcontractor/Seller submits its bid and must be approved explicitly by Contractor/Buyer before executing the Subcontract/Purchase Order. Subcontractor/Seller shall be responsible for any loss arising from coverage denial by its insurance carrier.

**Leased Successful Bidder Employee Liability**

If the leases one or more employees through the use of a payroll, employee management, or other company, the Successful Bidder must directly procure workers compensation/employer's liability insurance. The insurance shall be written on a "Minimum Premium" or "If Any" policy form.

In addition, the worker's compensation/employer's liability coverage provided to and for the leased employees by the payroll, employee management, or other company must be evidenced and include an Alternate / Leased

Initial Page: \_\_\_\_\_ Owner \_\_\_\_\_ Contractor

**Employer Endorsement** or its substantial equivalent WC endorsement for that State, naming Successful Bidder as the alternate employer.

#### **Insurer Requirements**

Each insurer providing insurance coverage as required by this contract shall be a licensed admitted insurer authorized to issue such coverages in each State in which any part of the Scope is performed. The insurer shall be acceptable to **City of Panama City Beach** and have an AM Best rating of "A-" or better.

**Before accepting the Contractor/Sub-Contractor/Vendor's bid, City of Panama City Beach reserves the right** to require more significant limits based on the nature of the operations performed by the Successful Bidder.

#### **Certificate of Insurance**

Before commencing its performance and throughout the warranty period under the Contract /Purchase Order, the Successful Bidder shall provide **City of Panama City Beach** a current certificate of insurance evidencing the coverages required by this contract (a sample Certificate of Insurance is attached for reference purposes).

#### **Sub-subcontractor/Sub-Vendor**

Before permitting any lower tier Sub-subcontractor/Sub-vendor to perform Scope under the Contract/Purchase Order, the Successful Bidder shall require its sub-subcontractor/Sub-vendor to maintain insurance in like form and amounts to that required herein. Successful Bidder shall be responsible for ensuring that its sub-subcontractor/Sub-vendor maintains insurance in like form and amounts and shall provide evidence of same to **City of Panama City Beach** if requested.

*Any subcontractors engaged by the Contractor shall comply with the above requirements. Consideration for specific trades can be made with prior approval.*

#### **Notice of Cancellation**

All insurance coverages required by this contract shall contain a provision that the coverage afforded hereunder cannot be canceled, non-renewed, allowed to lapse, or have any restricted modifications added unless at least thirty (30) days prior written notice has been given to **City of Panama City Beach**

#### **Additional Insureds**

All insurance required by this contract (excluding only Workers Compensation Insurance and Professional Liability Insurance) shall name Indemnified Parties as Additional Insureds and any other parties as required by the Owner Contract, and shall be primary and non-contributory to any insurance maintained by Indemnified Parties and Additional Insureds and any other parties as required by Owner Contract, all of which shall be stated on the Certificate of Insurance provided by the Successful Bidder.

The General Liability Additional Insured Endorsement shall use ISO's or CG 2010 or its substantial equivalent for ongoing operations and ISO's CG 2037 or its substantial equivalent for completed operations. By endorsement or policy language, evidence of Additional Insured and Primary and Non-Contributory coverage must be provided with the certificate of insurance for General Liability. The Successful Bidder's insurers will provide insurance to **City of Panama City Beach**, on a primary basis and agree not to seek contribution from insurance by using ISO's CG 2001 or its substantial equivalent. Successful Bidders insurers also agree to waive rights of subrogation against **City of Panama City Beach** using ISO's CG 2404 or its substantial equivalent.



Initial Page: \_\_\_\_\_ Owner \_\_\_\_\_ Contractor

### **Waiver of Subrogation**

All insurance coverages maintained by Successful Bidder shall include a waiver of any right of subrogation of the insurers thereunder against Indemnified Parties and Additional Insureds and all of their respective assigns, subsidiaries, affiliates, employees, insurers, and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy (Workers Compensation – where permitted).

The Successful Bidder further waives all claims and all rights of subrogation against Indemnified Parties' and Additional Insureds' other contractors and all of their respective assigns, subsidiaries, affiliates, employees, insurers, and underwriters for loss of, or damage to, contractors Scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by **City of Panama City Beach**. If any of the Indemnified Parties and Additional Insureds are partially or wholly self-insured, then the waiver of subrogation shall apply as if their insurance covered them.

### **Insurance Policy Review/Exclusions/Copies**

**City of Panama City Beach**, can receive copies of all insurance policies upon request. Policies shall not contain any exclusions that are unacceptable to **City of Panama City Beach**. If requested by **City of Panama City Beach**, all insurance carriers must certify all policies as accurate and complete. At their sole discretion, policies shall not contain any unacceptable exclusions to **City of Panama City Beach**. **City of Panama City Beach**'s right to review and approve all insurance policies will not constitute a waiver of any rights created by or provisions contained in this contract should they differ from those contained in such policies.

### **Claims-Made Policies**

Except for Technology E&O Insurance, claims-made policies are not acceptable.

### **Effect of Specified Coverages**

The Insurance obligations under this agreement shall be 1—all the Insurance coverage and/or limits carried by or available to the Contractor; or 2—the minimum Insurance coverage requirements and/or limits shown in this agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which apply to a given loss, shall be available to **City of Panama City Beach**. No representation is made that this agreement's minimum insurance requirements are sufficient to cover the Contractor's obligations under this agreement.

### **Breach of Insurance Requirements**

Successful Bidder's failure to obtain and maintain insurance coverages as required by this Exhibit A or any other Exhibit or attachment shall constitute a material breach of the Contract/Purchase Order. In such event, in addition to any other rights and remedies contained in the Contract/Purchase Order, (i) **City of Panama City Beach** may, at its option, terminate the contract for default; (ii) **City of Panama City Beach** may, at its option, purchase such coverage and back charge the premium and associated costs to Successful Bidder; and/or (iii) any of the Indemnified Parties, or Additional Insureds can require, that contractor and/or its subcontractors to pay for all attorney's fees, expenses, and liability as a result of any claim or lawsuit for which coverage would have been provided to the Indemnified Parties or Additional Insureds under contractors insurance program but for a breach by Contractor or any of its subcontractors.

Initial Page: \_\_\_\_\_ Owner \_\_\_\_\_ Contractor

Furthermore, to the extent of their respective interests, the Insurers of those entities that were to be included as Additional Insureds are deemed third-party beneficiaries of the insurance procurement obligation and have the same rights against the breaching party as the Indemnified Parties or Additional Insureds.

If any of the preceding insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required. If the insurer does not furnish any information concerning the reduction of coverage, it shall be furnished by the contract with reasonable promptness according to the Successful Bidder 's information and belief. Suppose Successful Bidder fails to maintain insurance. **City of Panama City Beach** may (at its sole option) terminate the Successful Bidder or place such insurance and deduct any cost, fees, and related expenses from Successful Bidder pay request.

*Any Successful Bidder engaged by the Contractor shall comply with the above requirements. Consideration for specific trades can be made with prior approval.*

## City of Panama City Beach

Endorsements to be attached:

General Liability	Endorsement #	Edition Dates	Carrier	Policy #'s to be listed
Added Insured - Ongoing Operations	CG 20 10	All	ISO Standard or Equal	Yes
Added Insured – Completed Operations	CG 20 37	All	ISO Standard	Yes
Waiver of Subrogation	CG 24 04		ISO Standard	
Primary & Non-Contributory	CG 20 01		ISO Standard	
<b>Automobile Liability</b>				
No Endorsements Required				
<b>Umbrella or Excess Liability</b>				
List all lines this policy applies.				
<b>Workers Compensation</b>				
Waivers of Subrogation	WC 00 03 13		ISO Standard	Yes
Alternate Employer Endorsement	WC 00 03 01 A		ISO Standard	Yes

\* State Waiver of Subrogation Provisions Overview: Kansas, Kentucky, Missouri, New Hampshire, and New Jersey disallow waivers of subrogation by statute. However, only Kansas and Missouri bar waivers of subrogation in the construction industry. (Note that Kansas does not prohibit the use of waivers of subrogation for consolidated or wrap-up insurance programs.) The monopolistic states either disallow waivers of subrogation or allow the state fund to make that decision. The remaining states allow for waivers of subrogation through judicial interpretation or administrative rules.

\*Stop Gap endorsement required in monopolistic states such as ND, OH, WA WY, or Puerto Rico

\*Coverage must apply in the State where the work is being performed if the vendor is from a state other than the one where the project is located.

We accept endorsements that are equal to those requested. Most insurance company forms are manuscript; therefore, they might not be compliant (most are not). We review all forms during the review process. Forms that are compliant today may not be compliant tomorrow. Our decisions are based on case law and claim history. Additional Insured or Organization Name to be listed on all endorsements along with policy numbers as applicable. Blank endorsements will not be excepted. Sample Endorsements Attached

## Blanket Certificates of Insurance

For ease of paperwork, subcontractors may submit insurance documentation on a blanket basis to work on multiple projects under just one insurance certificate. (View sample certificate above or in compliance database)

### Subcontractor performing work on multiple projects in the same State

Each of our projects requires a project-specific certificate of insurance (COI) for EACH project they work on; however, a lot of our Subcontractors are doing multiple projects in one State, which creates an opportunity to reduce paperwork by providing a blanket certificate of insurance and allowing the Subcontractor to work on all projects (Non-OCIP or CCIP) under one COI. If providing a blanket certificate, the following guidelines will be in addition:

1. On the COI, instead of stating an individual project name, replace with the following verbiage in the Description of Operations section of the certificate: **"All projects performed for City of Panama City Beach**
2. When stating the additional insureds, state the following along with the other required Description of Operations wording: "All insurance (excluding Workers Compensation and Professional Liability) include Owner, City of Panama City Beach, Indemnified Parties, any other parties as required by Owner Contract and their respective directors, officers, employees, and affiliates as Additional Insureds, and shall be primary and non-contributory to any insurance maintained by Additional Insureds."
3. All endorsements and waivers must be blanket-based, either per form or blanket wording. For example, a contract requires endorsements/waivers in such schedules instead of listing each entity.

### Commercial General Liability

**CG 20 10 10 01**

POLICY NUMBER: **Required** COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

#### ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Certificate Holders Name

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**CG 20 37 10 01**

POLICY NUMBER: **Required** COMMERCIAL GENERAL LIABILITY  
CG 20 37 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

#### ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Certificate Holders Name

Location And Description of Completed Operations:

All locations required by contract

Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

**CG 24 04 05 09**

POLICY NUMBER: **Required** COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

#### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Certificate Holders Name

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**CG 20 01 04 13**

COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

#### PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

# Workers Compensation

## WC 00 03 13

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 03 13  
(Ed. 4-84)

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

In Favor of:

Certificate Holders Name and Project Owner

Work Performed by:

Client (Our Subcontractor)

Client Address

On the Following Project or Location

All Projects or Locations as Required by Contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured	Effective Policy No. Required	Endorsement No. Premium
Required		
Insurance Company	Countersigned by _____	
Required		

WC 00 03 13  
(Ed. 4-84)

## WC 00 03 01 A

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 03 01 A  
(Ed. 2-89)

### ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

- |  |                            |
|--|----------------------------|
| 1. <b>Alternate Employer</b>                       | <b>Address</b>             |
| Our Subcontractor - Not the PEO                    | Our Subcontractors Address |
| 2. <b>State of Special or Temporary Employment</b> |                            |
| All Applicable States                              |                            |
| 3. <b>Contract or Project</b>                      |                            |
| All Locations or Projects Required by Contract     |                            |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Date Here is Required	Policy No.	Endorsement No.
Insured		Policy Number Required	Premium \$
Required			
Insurance Company	Countersigned by _____		
Required			

WC 00 03 01 A  
(Ed 2-89)