THE CITY OF EDINBURG

REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFP'S will be received until **3:00 p.m. Central Time**, on **Monday, November 17, 2014**, shortly thereafter all submitted RFP'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP'S must bear original signatures and figures. The RFP shall be for:

RFP No. 2015-006
MICROSOFT EXHANGE ONLINE (PLAN 2) WITH LYNC ONLINE (PLAN 1)

If you have any questions or require additional information regarding this RFP, please contact Mr. Leo Gonzalez, Jr., Information Technology Director, at (956) 388-8201.

Hand Delivered RFP'S:	415 W. University Drive C/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg C/o City Secretary 415 W. University Drive Edinburg, Texas 78541
If Mailing Proposals:	City of Edinburg C/o City Secretary P.O. Box 1079 Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of **60** days without taking action.

RFP's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by

point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

SECTION I
GENERAL INSTRUCTIONS

PURPOSE

(1) The purpose of these solicitation documents is to execute a Professional Services Contract for:

MICROSOFT EXHANGE ONLINE (PLAN 2) WITH LYNC ONLINE (PLAN 1)

INTENT

(2) The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFP

(3) RFPs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Four (4) complete sets of the response One (1) original marked "**ORIGINAL,**" and three (3) copies marked "**COPY**". RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

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TIME ALLOWED FOR ACTION TAKEN

(4) The City of Edinburg may hold RFP/s **60** days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

RIGHT TO REJECT/AWARD
(5) The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT
(6) Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD
(7) Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS
(8) THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFP.

STATUTORY REQUIREMENTS
(9) It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFP
(10) RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFP
(11) If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS
(12) The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

PAYMENT
(13) The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM
(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for MICROSOFT EXHANGE ONLINE (PLAN 2) WITH LYNC ONLINE (PLAN 1) as specified.

RESPONDENT'S EMPLOYEES
(15) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

(16) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

(17) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "**Addenda and Modifications**".

VERBAL THREATS

(18) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

(19) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

(20) Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

(21) Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

(22) The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

(23) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

(24) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFIDENTIALITY OF INFORMATION AND SECURITY

(25) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

(26) The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

(27) Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Monday, November 17, 2014 until 3:00 p.m.** for consideration. An original and three (3) complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFP for **"MICROSOFT EXHANGE ONLINE (PLAN 2) WITH LYNC ONLINE (PLAN 1)". Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

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ADDENDA AND MODIFICATIONS

(28) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

RFP PREPARATION COSTS

(29) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

(30) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

(31) RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

SECTION II
INFORMATION & INSTRUCTIONS

1.0 Submission Requirements:

The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be marked **RFP # PURCHASE OF MICROSOFT EXCHANGE ONLINE (PLAN 2) WITH LYNC ONLINE (PLAN 1)**. Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

1.1 Proposal Format:

Proposals shall be submitted in the following format and include the following information.

a) Detailed response to information requested in Section III
b) Cost proposals per detailed specifications in Section IV signed by responsible party

It is the sole responsibility of the Proposer to assure that they have received the entire Request for Proposal. Proposers will be notified in writing of any change in the specifications contained in this RFP. No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City of Edinburg. No employee of the City of Edinburg is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

1.2 Right of Rejection and Clarification:

The City of Edinburg reserves the right to reject any and all proposals and to request clarification of information from any proposer. The City of Edinburg is not obligated to accept a cost proposal on the basis of any proposal submitted in response to this document.

1.3 Denial of Reimbursement:

The City of Edinburg will not reimburse proposers for any costs associated with the preparation and submittal of any proposal.

1.4 Gratuity Prohibition:

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City of Edinburg for the purpose of influencing consideration of this proposal.

1.5 Right of Withdrawal:

A proposal may not be withdrawn before the expiration of sixty (60) days from the proposal due date.

1.6 Right of Negotiation:

The City of Edinburg reserves the right to negotiate with the selected proposer the exact terms and conditions of the proposal.

1.7 Right of Rejection of Lowest Fee Proposal:

The City of Edinburg is under no obligation to award this project to the proposer offering the lowest cost proposal. Evaluation criteria included in this document shall be used in evaluating proposals.

1.8 Exceptions to the RFP:

Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Edinburg, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

1.9 Indemnification:

Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City of Edinburg, its employees, and agents, from any liability of any nature or kind in regard to the delivery of the MICROSOFT EXCHANGE ONLINE (PLAN 2) WITH LYNC ONLINE (PLAN 1).

1.10 Rights to Submitted Material:

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the City of Edinburg when received.

1.11 Basis of Award:

Proposals will be evaluated according to the following criteria:

a) Cost of MICROSOFT EXCHANGE ONLINE (PLAN 2) WITH LYNC ONLINE (PLAN 1) (50 points)
b) Proposer's ability to meet MICROSOFT EXCHANGE ONLINE (PLAN 2) WITH LYNC ONLINE (PLAN 1) specifications (50 points)

Proposals will be evaluated by a Selection Committee to select the vendor of choice.

1.12 Copies:

An original and three copies of the proposal and supporting documents must be submitted in response to the RFP. All responses must relate to the specifications as outlined.

1.13 Contacts:

Proposers must submit proposals in accordance with the instructions contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package. Questions regarding this request for proposal should be directed

Technical Questions should be addressed to:

Leo Gonzales Jr.
Information Technology Department
lgonzales@cityofedinburg.com
(956) 388-8201

1.14 Submittal of Qualifications:

Statement of Qualifications is **not** required for this proposal.

1.15 Price Quote:

The Price Quote for MICROSOFT EXCHANGE ONLINE (PLAN 2) WITH LYNC ONLINE (PLAN 1) provided to the City of Edinburg by the proposer shall consist of

1) The Request for Proposal (RFP) containing the detailed pricing for the MICROSOFT EXCHANGE ONLINE (PLAN 2) WITH LYNC ONLINE (PLAN 1) being requested by the City of Edinburg.

The City of Edinburg reserves the right to request proposer to clarify any such MICROSOFT EXCHANGE ONLINE (PLAN 2) WITH LYNC ONLINE (PLAN 1) pricing information being submitted and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or proposer's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

1.16 Cancelation of Purchase:

The City of Edinburg may cancel the purchase at any time prior to the submission of Purchase Order. Should the City of Edinburg exercise its right to cancel the purchase for any such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the proposer.

SECTION III
SCOPE OF WORK

2.0 Purpose:

The purpose of this Request for Proposal is to define the City's requirements for the purchase of MICROSOFT EXCHANGE ONLINE (PLAN 2) WITH LYNC ONLINE (PLAN 1). The City seeks to purchase MICROSOFT EXCHANGE ONLINE (PLAN 2) WITH LYNC ONLINE (PLAN 1) as listed in Section IV of the Cost Proposal.

The requirements of this RFP include: MICROSOFT EXCHANGE ONLINE (PLAN 2) WITH LYNC ONLINE (PLAN 1) for the Microsoft Exchange and Lync options listed.

2.1 Pricing:

The City of Edinburg is seeking to purchase MICROSOFT EXCHANGE ONLINE (PLAN 2) WITH LYNC ONLINE (PLAN 1) as specified in Section IV. The proposer must list detailed pricing on all items listed in the Cost Proposal of all MICROSOFT EXCHANGE ONLINE (PLAN 2) WITH LYNC ONLINE (PLAN 1). Section IV details all Microsoft Exchange and Lync options requested. MICROSOFT EXCHANGE ONLINE (PLAN 2) WITH LYNC ONLINE (PLAN 1) quoted must be quoted for the exact Microsoft Exchange and Lync options listed. Any proposal that is submitted with different Microsoft Exchange and Lync specifications may be excluded from the selection process.

2.2 MICROSOFT EXCHANGE ONLINE (PLAN 2) WITH LYNC ONLINE (PLAN 1):

The City of Edinburg is requesting pricing for MICROSOFT EXCHANGE ONLINE (PLAN 2) WITH LYNC ONLINE (PLAN 1) as specified in Section IV.

Quantity	Specifications	Unit Cost per Month	Total Annual Cost
500	**Microsoft Exchange Online (Plan2):** • **Business-class email:** Get business-class email,[1] shared calendars, 50 GB of storage space per user, and the ability to use your own domain name. • **Spam and malware protection:** Premium anti-malware protection and anti-spam filtering. • **Active Directory integration:** Manage user credentials and permissions. Single sign-on and synchronization with Active Directory. • **Community and phone support:** IT-level web support and 24/7 phone support for critical issues. • **Guaranteed 99.9% uptime:** Get peace of mind knowing that your services are available with a guaranteed 99.9% uptime, financially backed service level agreement (SLA). • **Advanced email:** Archiving and legal hold capabilities, plus unlimited storage. **Lync Online (Plan 1):** • Rich Presence, IM (1:1 and multiparty), Microsoft Office interoperability • Public Cloud IM/P federation with Windows live • Skype Connectivity • Lync to Lync Calling (voice and HD video, 1:1) • Lync Mobile Clients		

SIGNATURE PAGE

I have read and understood the requirements set forth in this RFP #2015-006 and agree to comply except as noted. The cost proposal includes all shipping and handling and detailed pricing on Computer Hardware items as required by the City of Edinburg.

Does the Company have an office located in Edinburg, Texas? Yes _____ No_____

Has the Company ever conducted business with the City of Edinburg? Yes _____ No_____

SUBMITTED BY: _____

PROPOSER: _____

SIGNED: _____

NAME (PRINT):_____

ADDRESS: _____

CITY/STATE: _____ ZIP: _____

TELEPHONE: (_____) _____
Area Code

FAX: (_____) _____
Area Code

FEDERAL TAX IDENTIFICATION NUMBER: _____

EMAIL ADDRESS: _____