



# CITY OF TAMPA

Bob Buckhorn, Mayor

Purchasing Department

Gregory K. Spearman, CPPO, FCCM  
Purchasing Director

August 5, 2011

**REQUEST FOR PROPOSALS (RFP)  
FOR  
DOWNTOWN TAMPA CLOSED CIRCUIT TELEVISION (CCTV) SYSTEM**

Pursuant to Chapter 69-1119, Special Acts, Laws of Florida, sealed proposals for **DOWNTOWN TAMPA CLOSED CIRCUIT TELEVISION (CCTV) SYSTEM, RFP #61091611** will be received by the Director of Purchasing, City of Tampa, until **2:30 PM, SEPTEMBER 16, 2011**; then to be opened and read aloud.

**This solicitation is open to the general marketplace. However, certain RFP documents relating to camera locations and video monitoring sites have been deemed Security Sensitive Information and will not be distributed with this RFP package. Any Proposer seeking to submit a proposal in response to this RFP must submit the Proposer Security Pre-Qualification Submission Form, included as Attachment A to this RFP package in order to receive the complete RFP package. The Pre-Qualification Submission Form (Attachment A) must be submitted via email to [linda.johnson@tampagov.net](mailto:linda.johnson@tampagov.net) by 4:00 PM local time August 15, 2011. Failure by a Proposer to submit this form by the stated date and time will result in automatic disqualification of the Proposer. The Tampa Police Department ("TPD") will evaluate each form that is timely submitted for pre-qualification approval. TPD will have sole discretion in the determination of approval. Each Proposer will be notified by email of its pre-qualification status by August 18, 2011, and will be forwarded cctv site locations via Federal Express overnight delivery prior to the pre-proposal conference. **NO PROPOSER WILL BE ADMITTED TO THE PRE-PROPOSAL CONFERENCE WITHOUT PRE-QUALIFICATION APPROVAL.****

A pre-proposal conference will be held on **AUGUST 29, 2011 @ 9:30 AM** at the City of Tampa City Council Chambers, 315 E. Kennedy, 3<sup>rd</sup> Floor, Tampa, FL 33602. The purpose of this conference is to answer questions that may arise from the RFP documents. **The City is requesting questions relating to the RFP be submitted prior to the pre-proposal conference via email by 2:00 PM local time August 18, 2011.** A **MANDATORY SITE-INSPECTION** of the CCTV sites will be held immediately following the pre-proposal conference. Failure to attend the mandatory site-inspection will result in Proposer disqualification.

Submit all questions regarding this RFP to: **Linda Johnson, CPPB, Senior Procurement Analyst.** Questions shall be submitted via email to [linda.johnson@tampagov.net](mailto:linda.johnson@tampagov.net).

**PLEASE BRING A COPY OF THE RFP TO THE PRE-PROPOSAL CONFERENCE.**

**Attached are important instructions and specifications regarding responses to this Request for Proposal. Failure to follow these instructions could result in Proposer disqualification.**

Submission of Proposals by mail, hand delivery or express mail must be in a sealed envelope/box with the Proposer's name and return address indicated. **Type or print the RFP Number and RFP Title on the carrier envelope/box.** Address the Proposal envelope/box as follows:

Purchasing Department  
Tampa Municipal Office Building, 2<sup>nd</sup> Floor  
306 E. Jackson Street  
Tampa, Florida 33602

(This address is appropriate for mailing,  
hand delivery and express mail.)

306 E. Jackson Street, 2E • Tampa, Florida 33602 • (813) 274-8351 • FAX: (813) 274-8355

  
www.tampagov.net

The Tampa Municipal Office Building is a controlled access building and all visitors are required to obtain a Visitor's Pass prior to visiting the Purchasing Department.

Proposals shall be accepted no later than the time and date specified on the **REQUEST FOR PROPOSAL**. The Proposal Opening shall be thereafter and open to the Public. All Proposals received after the due date and time shall be rejected. Offers by telegram, telephone or transmitted by facsimile (FAX) machine are not acceptable. No Proposal may be withdrawn or modified after the time fixed for the opening of the RFP.

Verification of the City's receipt of the proposal submitted is the sender's responsibility. Failure of the City to receive such proposal by the date and time specified on the Request for Proposal will result in non-consideration.

**STATEMENT OF NO BID**

**WE WANT YOUR FEEDBACK BECAUSE IT MATTERS TO US**

The Purchasing Department's mission is to provide the best specifications in our Bid and Request for Proposal packages to receive maximum participation from the industry/market. Please take a few minutes to briefly explain to us why you will not be responding to the City's Bid or Request for Proposal.

## GPC LISTING

### City of Plant City

Gregory S. Horwedel, City Manager  
Drawer "C"  
Plant City, FL 33564  
813-659-4200 – Telephone  
813-659-4216 – Fax  
citymanager@plantcitygov.com

### City of Temple Terrace

Judy Crutcher, Assistant Purchasing Agt.  
P.O. Box 16930  
Temple Terrace, FL 33687  
813-506-6420 – Telephone  
813-989-7185 – Fax  
jcrutcher@templeterrace.com

### Clerk of Circuit Court

601 E. Kennedy Blvd.-13th Floor  
P.O. Box 1110  
Tampa, FL 33601  
Phone: (813) 276-8100 Ext.7721  
FAX: (813) 272-5521  
www.hillsclerk.com

### Tampa-Hillsborough County Expressway Authority

Nancy Marino, Facilities & Contracts Manager  
1104 East Twiggs St. Suite #300  
Tampa, Florida 33602  
813-272-6740 – Telephone  
813-276-2492 – Fax  
Nancy@tampa-xway.com

### Hillsborough Area Regional Transit Authority

Melissa Smiley  
4305 E. 21<sup>st</sup> Street  
Tampa, FL 33605  
813-623-5835 – Telephone  
813-664-1119 – Fax  
smileym@gohart.org

### Hillsborough Co. Aviation Authority

P. O. Box 22287  
Tampa International Airport  
Tampa, FL 33622-2287  
Phone: (813) 870-8730  
FAX: (813) 875-6670  
www.tampaairport.com

### Hillsborough County School Board

P. O. Box 3408  
Tampa, FL 33601-3408  
Phone: (813) 272-4329  
FAX: (813) 272-4007  
www.sdhc.k12.fl.us

### Hillsborough Community College

Vonda Melchior, Director of Purchasing  
39 Columbia Drive  
Tampa, FL 33606  
813-253-7060 – Telephone  
813-253-7561 – Fax  
vmelchoir@hcc.fl.us

### Hillsborough County Board of County Commissioners

601 E. Kennedy Blvd., 18th Floor  
P. O. Box 1110,  
Tampa, FL 33601-1110  
Phone: (813) 272-5790  
FAX: (813) 272-6290  
www.hillsboroughcounty.org

### Hillsborough Co. Sheriff's Office

J. H. Shillady, Fiscal Officer  
P.O. Box 3371  
Tampa, FL 33601  
813-247-8033 – Telephone  
813-247-8246 – Fax  
Jshillady@hcsotampa.fl.us

### State Attorney's Office

Mark Ober, State Attorney  
800 E. Kennedy Blvd., 5<sup>th</sup> Floor  
Tampa, FL 33602  
813-272-5400 – Telephone  
813-272-7014 – Fax  
Ober\_M@SAO13th.com

### Tampa Port Authority

David Webb, Financial Supervisor  
P.O. Box 2192  
Tampa, FL 33601  
813-905-5164 – Telephone  
813-905-5109 – Fax  
dwebb@tampaport.com

### Supervisor of Elections

601 E. Kennedy Blvd., 16th Floor  
Tampa, FL 33602  
Phone: (813) 276-8274  
FAX: (813) 272-7043  
www.votehillsborough.org

### City of Tampa Housing Auth.

Jerome Ryans, President/CEO  
1514 Union Street  
Tampa, FL 33607  
813-253-0551 – Telephone  
813-4522 – Fax  
irenew@thaf.fl.us

### Tampa Sports Authority

Joe Haugabrook, Director of Purchasing  
4201 N. Dale Mabry Highway  
Tampa, FL 33607  
813-673-4300 – Telephone  
813-673-4312 – Fax  
jhaugabrook@tampasportsauthority.com

### Tax Collector

601 E. Kennedy Blvd., 14th Floor  
Tampa, FL 33602  
Phone: (813) 307-6222  
FAX: (813) 307-6521  
www.hillstax.org

### The Children's Board of Hills. County

1002 E. Palm Avenue  
Tampa, FL 33605  
Phone: (813) 229-2884  
FAX: (813) 228-8122  
www.childrensboard.org

### University of South Florida

Tom Dibella, Director of Purchasing  
Division of Procurement  
3702 Spectrum Blvd. UTC135-P  
Tampa, FL 33612  
813-974-2481 – Telephone  
813-974-5362 – Fax  
tdibella@admin.usf.edu

### Hillsborough County Purchasing

John T. Fessler, Acting Director  
P.O. Box 1110  
Tampa, FL 33601  
813-272-5790 – Telephone  
813-272-6290 – Fax  
procurementservices@hillsboroughcounty.org

### Property Appraiser

601 E. Kennedy Blvd., 16th Floor  
Tampa, FL 33602  
Phone: (813) 272-6100  
FAX: (813) 272-5519  
www.hcpaf.fl.us

### Tampa Palms Community Dev. Dist.

16311 Tampa Palms Blvd W  
Tampa, FL 33647  
Phone: (813) 977-3933  
Fax: (813) 977-6571  
www.tpoa.net

## **TABLE OF CONTENTS**

SECTION I.	SCOPE OF SERVICES
SECTION II.	GENERAL CONDITIONS
SECTION III.	BIDDERS AFFIRMATION AND PROPOSAL SIGNATURE FORMS
SECTION IV.	SUB-CONTRACTING FORMS
ATTACHMENT A.	PROPOSER SECURITY PRE-QUALIFICATION SUBMISSION FORM
ATTACHMENT B.	CCTV FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS
ATTACHMENT C.	ASP (SAAS) SECURITY STANDARDS
ATTACHMENT D.	PERFORMANCE AND PAYMENT BOND

## SECTION I. SCOPE OF SERVICES

### 1. INTRODUCTION

The City of Tampa's Police Department (City) is seeking proposals from qualified companies to design and implement a functional Closed Circuit Television ("CCTV") System (the "System") in a defined perimeter of Downtown Tampa during the Republican National Convention ("RNC"). The System must be in production and operational with training completed and Final Acceptance of the System from the City by May 1, 2012. Proposals on three System options are being requested. Proposers may submit cost proposals on one or more of the three System options. The options are:

#### OPTION I.

**Purchased Option** - The first proposal option is the purchase of a turnkey installation and on-going maintenance of a System where the City purchases all of the System components. This System would provide enhanced security to the City during the RNC period and then would be left in operation to provide ongoing security to the businesses and the citizens of downtown Tampa. This System may be implemented on a separate network or interfaced with the City's existing network.

#### OPTION II.

**Leased Option** - The second proposal option is for a totally hosted application that would provide enhanced security for the RNC period of time only. This timeframe would include May 1, 2012 through September 30, 2012. In the leased option, the City would only lease all components of the system for the specified timeframe. This System would need to be on a separate network provided by the Proposer. All servers, storage devices, and other peripherals will be in Tampa at a City defined location. All video captured would remain the property of the City and would be delivered to the City in a specified medium and format at the conclusion of the lease period. The leased option should include the removal of all hardware from the City property in a manner that will minimize any physical damage.

#### OPTION III.

**Hybrid Option** - The third proposal option is a Proposer designed hybrid of Options I and II described above. This option would allow the City to keep some but not all of the components of the system after the RNC period and it may or may not include on-going maintenance. The items that the City would want to purchase and keep will be identified as "on-going" in the list provided to qualified Proposers. This option should include the removal of all hardware from the City property in a manner that will minimize any physical damage.

**Note:** *The Options encompass both the tasks and deliverables associated with the project's management, configuration, testing, training, implementation, maintenance and support.*

### 2. BACKGROUND

The City currently has a traffic flow oriented CCTV security system with 5 cameras in the downtown area. The City will be hosting the RNC in August 2012 and needs a CCTV System to provide enhanced security surveillance for 100 – 200 different sites during this event.

Whether or not the System will remain in production in part or at all after the RNC will primarily depend on the cost of the ongoing maintenance and support. Proposers responding to this RFP shall be qualified and experienced in the surveillance industry and will propose best practices currently being used by Government Agencies. There are strict deadlines in place for the funding of this project. The entire agreed upon system must be fully tested and operational by May 1, 2012. Therefore, Proposers must be capable of providing all equipment, software and hardware, installation, and training of appropriate personnel within the designated timeframes.

### **3. GOALS AND OBJECTIVES**

The goal of this project is to enhance public security during the RNC by providing a System that will capture, transfer, store, and monitor surveillance video of the defined perimeter of downtown Tampa on a 24 X 7 basis. After September 1, 2012, the requirements for System availability for any System components that will be used for post-RNC video monitoring will be reevaluated.

The monitoring will include hardware and software that provides automated alerts based upon City defined business rules. The City seeks a System which best conforms to the CCTV functional and non-functional requirements and security standards as provided in Attachments B and C herein, while meeting the other evaluation criteria of this RFP.

### **4. CITY'S ROLE AND RESPONSIBILITIES**

**4.1** The City will be responsible for and will assume the following roles during the project.

#### **4.1.1 City's Project Manager**

The City's Project Manager will be the lead in defining the needs of the project and will ensure the project objectives are met. The City's Project Manager will be responsible for:

- Oversight of the project scope and schedule in collaboration with the Successful Proposer's Project Manager.
- Scheduling and participating in all meetings.
- Assisting in the coordination of the implementation, configuration, testing, and use of the System.
- Assisting in the System training as the organization and departments implement, along with updating of documentation as necessary based on the changes in business practices.
- Enforcing System site standards (layouts, security processes, etc.) with assistance from department experts.
- Ensuring adequate procedures and controls are in place for stable System administration.
- Managing project risks and escalating incidents as appropriate.
- Continuously reviewing and implementing best practices as appropriate

#### **4.1.2 Technical Advisory Group (TAG) Team**

The City's Technical Advisory Group (TAG) Team will represent specific business units, providing strategic insight, feedback, and direction for the project strategy. The City's experts will be from the following groups:

- Tampa Police Department
- Technology & Innovation

**4.1.3** The City's Technical Advisory Group (TAG) Team will be responsible for:

- Representing the interests of their department and/or business unit.
- Assisting in the coordination of the implementation, configuration, testing, and use of the System.
- Assisting in the System training as the organization and departments implement, along with updating of documentation as necessary based on the changes in business practices.
- Collecting and communicating feedback from department staff.
- Reporting operational issues with the System environment to the Project Manager as they are discovered.
- Assisting in the testing of new or existing System features as needed to ensure optimal performance.
- Suggesting potentially useful upgrades or enhancements to the System environment as they relate to current business processes or anticipated changes in business processes.
- Providing ongoing assessments of what works well; what requires improvement; are the standards still appropriate; are security processes working well; how can business processes improve; do communication gaps exist; can inefficiencies be reduced or eliminated?

## 5. PROPOSER QUALIFICATIONS/REQUIREMENTS

Proposers shall satisfy all of the requirements cited below. Failure to do so will result in the proposal being deemed non-responsive.

**5.1** Proposals shall be considered only from companies that are regularly engaged in the business of providing the services described in this RFP.

**5.2** Proposer must have previous experience working with federal/state/county and/or city municipal governments.

**5.3** Proposer must have completed a minimum of two (2) implementations consisting of a minimum of fifty (50) or more CCTV cameras incorporating similar technology proposed herein for the City of Tampa (must list projects under Tab 5. References).

**5.4** Proposer must have experience in a networked CCTV environment (must list at least two (2) projects under Tab 5. References) if proposing usage for the City of Tampa.

**5.5** Proposer must have backhaul experience in a CCTV environment (must list at least two (2) projects under Tab 5. References.)

**5.6** Proposer, its employees, agents and subcontractors must be able to successfully undergo security background checks for admittance to certain City and government facilities.

**5.7 Proposer's Project Manager.** The Proposer's Project Manager will be the lead in monitoring project resources and will ensure the project objectives are met. The Proposer's Project Manager will be responsible for:

- Oversight of the project scope and schedule in collaboration with the City's Project Manager.
- Participating in all meetings.
- Assisting in the coordination of the implementation, configuration, testing and use of the System.
- Assisting in the System training as the organization and departments implement, along with updating of documentation as necessary based on the changes in business practices.
- Recommending and monitoring System site standards (layouts, security processes, etc.) with assistance from experts.
- Recommending and ensuring adequate procedures and controls are in place for stable System administration.
- Managing project risks and escalating incidents as appropriate.
- Continuously recommending best practices as appropriate.

**5.8 On-Site System Subject Matter Expert.** The Successful Proposer shall provide a System Subject Matter Expert (SME) on-site in Tampa from 8/19/2012 thru 9/1/2012. The primary responsibilities of the SME will be to quickly identify any system problems and engage the correct resources to resolve issues in a timely manner. The SME will also be expected to provide expert assistance and training during this time if there are no production issues. Expenses for this person should include transportation, lodging, meals, and all other miscellaneous expenses and be submitted in the proposal cost.

## 6. COORDINATION WITH THE CITY

The Successful Proposer shall identify its Project Manager who will work in close coordination with the City's Project Manager. The City's Project Manager shall be the City's point of contact. The City shall approve any changes to the Project Manager or personnel assigned to the project.

During the term of the contract, the Successful Proposer's Project Manager shall meet on-site with the City's Project Manager and/or other designated City officials as necessary, for the purpose of discussing and coordinating work to be performed, or performance of work.

## **7. PROPOSER SUBMITTALS**

The following must be submitted in the proposal:

### **7.1 PROJECT PLAN**

For all three Options, the Proposer must provide best practice recommendations utilized in previous CCTV implementation experiences similar to the City's requirements along with the detailed work tasks with resource role assignments and estimated durations and start/finish dates. The project plan should include all tasks associated with implementation and ongoing support of the proposed CCTV System.

The following implementation and support functions should be addressed in the project plan with designations for each implementation/deployment phase recommended:

- Project Planning/Execution
- Communications Planning/FCC Licensing/ Software Licensing/Execution
- Infrastructure/Hardware/Environment Configuration and Build
- System Recommendation
- System/Application Configuration and Validation
- Testing (Installation, User Acceptance Testing, and Production Performance)
- Training and Documentation
- Implementation Strategy
- Maintenance and Support

If a leased or hybrid option for the System is proposed, the additional function, "Removal of system components" must also be provided.

### **7.2 ARCHITECTURAL PLAN**

The Proposer must provide:

**7.2.1** A Formal Site Survey will be conducted by each Proposer to identify issues and options for establishing connectivity throughout the coverage area.

**7.2.2** As a result of the Site Survey, a Detailed Network Architecture Design will be developed that identifies all of the components of the contracted System, how they work together, and any potential impacts on the video collection or transmission.

**7.2.3** The Proposer must depict how all the modules integrate from video capture, transmission, data storage, and video monitoring. These documents should be a direct result of the responses to this RFP and will be included with the RFP response. The System design must be based on the City's functional, technical and business processing requirements.

### **7.3 TRAINING PLAN**

The Proposer must provide best practice recommendations utilized in previous surveillance installation experiences as they relate to the City's requirements. The Proposer must provide a recommended comprehensive training plan to address the system administration, camera management, and video monitoring functions and features.

### **7.4 IMPLEMENTATION PLAN**

The Proposer must provide an organizational chart with narrative description outlining the methods of implementation, the site preparation and equipment staging information, and services to be provided by the Proposer. This description should fully and completely delineate the Proposer's site preparation, access permits, and implementation responsibilities versus those of the City. The Proposer is responsible for a secured storage area for staging system components prior to installation. Proposers are also encouraged to provide any other pertinent information that will assist the City in evaluating the proposed method of implementation and deployment.



## **7.5 CONTINUITY OF OPERATIONS/DISASTER RECOVERY PLAN**

Briefly describe the Proposer's method(s) for backing up the proposed System and recovering in the event the proposed server or required client component becomes inoperable. This section provides the City the understanding on how to rebuild, or in the event the service is covered under contractual agreement, the Proposer would recover the System.

## **7.6 REQUIREMENTS RESPONSE**

The Proposer must provide responses for all requirements specified in Attachment B, CCTV Functional and Non-Functional Requirements, utilizing the following instructions to ensure accurate responses:

Enter one (1) response per requirement using the legend below; more detailed descriptions of each is provided in the attachment:

SF: Standard Functionality  
NR: Provided in Next Release  
MD: Modification Required  
RQ: Provided through a Reporting or Query Tool  
TP: Third Party Software Required  
NA: Cannot Meet Requirement  
XX: No Response

List the module that will meet the requirement

List the third party product name(s) required to meet the requirement

If the Proposer is giving a response for the purchased, leased, and/or hybrid option, a response in the designated column for each option should be given. **Changes to Attachment B's format is prohibited.**

**Attachment B should be submitted in "hard copy" with the original proposal and with the requested copies. Provide an electronic copy on CD or DVD in Excel format with the original proposal only.**

## **7.7 CONTRACT TERMINATION FOR DEFAULT**

Termination for default is defined as notice to stop performance delivered by the Proposer due to the Proposer's nonperformance or poor performance and the issue of performance was either not litigated due to inaction on the part of the Proposer; or litigated and determined that the Proposer was in default.

If the company has had a contract terminated for default within the last three years, submit full details including the other party's name, address, and the phone number. Present the company's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the RFP on the grounds of its past experience.

## **7.8 CONTRACT LITIGATION/LEGAL PROCEEDINGS**

The Proposer shall identify any pending lawsuits, past litigation relevant to subject matter of this RFP, providing a statement of any litigation or pending lawsuits that have been filed against the Proposer's company in the last five years.

If an action has been filed, state and describe the litigation or lawsuit filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or lawsuit has been filed against the Proposer's company, provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team. Please include any information concerning any bankruptcy proceedings.

## **7.9 SOFTWARE SUBSCRIPTION, LEASING SERVICES, SUPPORT AND MAINTENANCE AGREEMENTS**

Provide a copy and identify per option (purchase/lease/hybrid) the following:

- Software Subscription
- Software License
- Leasing Services Agreement,
- Lease/Purchase Maintenance and Support Agreement
- Third party Agreement

**Note:** The City may consider use of said agreements; however the City may negotiate otherwise.

## **7.10 PROJECT TEAM QUALIFICATIONS**

The Proposer must submit reference information for the proposed project team members documenting their technical and management capabilities as required to support the implementation and support of the contracted System.

The Proposer should include an organizational chart for the project, including any subcontracted team members. Comparable resources must be guaranteed throughout the course of the project. The Proposer must specifically identify the team members who will be assigned to this project and provide the following information for each by role (Project Manager, Functional Leads, Technical Leads, etc.):

- Length of service with Proposer.
- Experience and responsibilities.
- Licenses and Certifications
- Relevant qualifications and Education.
- Other appropriate summary information.

## **7.11 EXCEPTIONS TO THE RFP**

Proposers may take exceptions to the RFP, unless the RFP specifically states where exceptions are prohibited. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals, and the cost implications of the exception (if any). **Exceptions to Attachment B, CCTV Functional and Non-Functional Requirements are prohibited.**

Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City may accept, modify or reject the exceptions. Where exceptions are rejected, the City may insist that the Proposer furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP and submitted under Section II. General Conditions, Section 3. Content of Proposal, Subsection 3.2 Proposal Response Format, Tab 8., Exceptions to the RFP. However, the City is under no obligation to accept any exceptions. Proposers shall be deemed to have accepted all terms and conditions to which no exception complying with this section have been taken.

## **8. IMPLEMENTATION/TESTING/ACCEPTANCE**

**8.1** The Successful Proposer's Project Manager as designated by the Successful Proposer, in consultation with the City's Project Manager shall prepare a final implementation plan detailing the steps to set up, install, configure, test, provide training for and deliver the System. The plan shall serve as a guide for the overall implementation process. Acceptance testing criteria, a System Acceptance Checklist and a project schedule should be negotiated with the Successful Proposer. The Acceptance criteria will be based on delivery of a System that meets the specifications and conditions of the System, including the functional and nonfunctional and security requirements, performance levels, and functionality as designed, as negotiated by the parties. Acceptance testing may include, but may not be limited to: unit testing, integration testing, user acceptance testing, and stress and volume testing.

**8.2** A checklist will be provided by the City for final acceptance of the system. The City will perform a post "go-live" verification to ensure that the System's Production environment meets the agreed upon requirements and is functioning as designed. Final Acceptance of the System will only be given after the System has been stabilized and all issues that are the responsibility of the Successful Proposer have been addressed.

**8.3** Maintenance and Support will begin upon the successful implementation and final acceptance by the City of the System.

## **9. DOCUMENTATION**

The Successful Proposer shall provide customized Documentation needed to support the implementation, including but not limited to:

- Security configuration.
- Application security management.
- Business Process Flow.
- Configurations/Setup.
- Business rules/Setup.
- Database/Hardware Management.
- System Architecture.
- Functional Operations.
- Interfaces.
- Application Maintenance and Support Processes.
- Knowledge Transfer and Training.
- Training Materials.
- End User Manuals.
- Testing plans, scenarios, scripts and results.

Prior to Approval and Acceptance of a fully operational production System, the Successful Proposer shall provide a final technical architecture and business process document which shall include baseline details of the final System as implemented to include all software architecture/configurations/settings, database names, IP addresses, passwords, pass codes, keys and the relationships between all components for development, test, training and production environments.

## **10. CONFLICT OF INTEREST**

The City requires that the Proposers provide professional, objective, and impartial advice and at all times hold the City's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Proposers have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the City, or that may reasonably be perceived as having this effect. If the City, in its sole discretion, determines that a conflict of interest exists, such Proposer shall not be considered for award of this Contract. Failure to disclose said situations may lead to the disqualification of the Proposer or the termination of its Contract.

Any such interests on the part of the Proposer or their employees, must be disclosed in writing to the City under Section II. General Conditions, Section 3. Content of Proposals, Tab 4. Section I. Scope of Services. Also, the Proposer is aware of the conflict of interest laws of the State of Florida, and agrees that they shall fully comply in all respects with the terms of said law.

## **11. LIMITATION OF LIABILITY**

Neither party shall be liable for any indirect, incidental, special, punitive, or consequential damages, except with respect to the indemnification obligations of the Successful Proposer herein, and Successful Proposer's liability for claims for personal injury or damage to real or personal tangible property caused by the Successful Proposer's negligence or tortious conduct or that of its officers, employees, agents or subcontractors.

End of Section I

## SECTION II. GENERAL CONDITIONS

### 1. GENERAL INFORMATION

**1.1 Proposal Due Date.** Sealed proposals will be received no later than the date and time indicated on page one of this document. Proposals will not be accepted after this time.

**The City is not required to seek proposals for this service; it has chosen to do so in its best interest. In so doing, however, the City is not bound to award to the lowest monetary Proposer. The City reserves the right to seek new proposals when such is reasonably in the best interest of the City.**

City of Tampa Request for Proposals are issued electronically via DemandStar's eProcurement bid distribution system. Obtaining Request for Proposals through Demandstar will ensure that vendor will have the following capabilities: receipt of Request for Proposals electronically, track the status of award activity, be certified as a minority vendor to meet the City of Tampa's minority certification requirements. Vendors who obtain specifications from sources other than Demandstar are cautioned that the Request for Proposal packages may be incomplete. The City will not accept incomplete Request for Proposals. Contact Demandstar at 800-711-1712 or visit [www.demandstar.com/supplier](http://www.demandstar.com/supplier) for more information.

The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents or specifications from this website. In the event of any discrepancy between information on this website and the hard copy documents, the terms and conditions of the hardcopy document will prevail. DemandStar has no affiliation with the City of Tampa other than as a service that facilitates communication between the City and its vendors. DemandStar is an independent entity and is not an agent or representative of the City. Communications to DemandStar does not constitute communications to the City. Contact DemandStar at 800-711-1712 or visit [www.DemandStar.com/supplier](http://www.DemandStar.com/supplier) for more information.

The terms "Successful Proposer" and "Contractor" may be used interchangeably in this RFP, but have the same meaning.

**1.2 Addendum and Amendment to RFP.** If it becomes necessary to revise or amend any part of this RFP, the City's Purchasing Office will provide notification of the issuance of an Addendum to all prospective Proposers who received an original RFP from DemandStar (Those who are on the Plan Holders List) and have received pre-qualification approval. Addenda will be disseminated by the City's Purchasing Office at least five days prior to the bid opening date. Bidders registered as obtaining printed bid documents directly from the City's Purchasing Office will receive Addenda via mail or facsimile from the City's Purchasing Office. The City will not accept incomplete proposals.

It will be the responsibility of the Proposer to contact the City's Purchasing Office prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return the executed addenda with the proposal.

**1.3 Errors and Omissions.** Proposers discovering any ambiguity, conflict, discrepancy, omission, or other error in this RFP, shall immediately notify the City of such error in writing and request modification or clarification of the RFP. Modifications will be made by issuing an addendum and will be given by written notice to all prospective Proposers who received an original RFP from DemandStar (Those who are on the Plan Holders List) and have received pre-qualification approval. Addenda will be posted and disseminated by the City's Purchasing Office at least ten days prior to the RFP opening date. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this RFP prior to submitting the proposal or it shall be deemed waived.

**1.4 Florida Public Records Law.** In accordance with Chapter 119, Florida Statutes, and, except as may be provided in Chapter 119, Florida Statutes or by other applicable State and Federal laws, all Proposers should be aware that the RFP and all responses thereto are in the public domain and are available for public inspection, review and copying. If the Proposer is asserting that certain information in its Proposal is confidential and/or proprietary and/or exempt from public disclosure, then the Proposer is required to do the following: (1) identify, with specificity, the information which the Proposer asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) place such information (including any applicable electronic media on which such information is contained) in a sealed envelope that is separate from the Proposer's other Proposal documents, (3) clearly label the envelope that contains the confidential, proprietary and/or exempt information as follows: "EXEMPT FROM PUBLIC DISCLOSURE" with Proposer's name and the proposal number marked on the outside, and (4) specifically cite the applicable Florida Statute(s) that

exempts such information from public disclosure - such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations. The envelope that contains the Proposer's confidential/proprietary/exempt information must be submitted with the Proposer's other Proposal documents. Proposer is advised that failure to follow the aforementioned instructions may result in Proposer's alleged confidential/proprietary/exempt information being disclosed to the public. All proposals received in response to this RFP will become the property of the City of Tampa and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City. \*

Be aware that the designation of an item as exempt from public disclosure by a Proposer may be challenged in court by any person or entity. By designation of material in your proposal as exempt from public disclosure, Proposer agrees to defend the City of Tampa (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Proposer's designation of material as exempt from public disclosure and to hold harmless the City of Tampa (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to you designation of material as exempt from public disclosure.

**\*Note: The City will not accept Proposals when the entire Proposal is labeled as exempt from public disclosure. Proposer's References and Cost or Price Proposal will be deemed a public record, and if a claim of confidentiality/proprietary information is made, the City may deem the proposal non-responsive.**

**Note:** Acknowledgement of the Florida Public Records Law must be submitted with the proposal, under Section II. General Conditions, Section 3. Content of Proposal, Tab 2.

**1.5 City Of Tampa Ethics Code.** The Bidder shall comply with all applicable governmental and city rules and regulations including the City's Ethics Code which is available on the City's Website. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-522)

Moreover, each Bidder responding to this Invitation to Bid or Request for Proposal acknowledges and understands that the City's Charter and Ethics Code prohibit any City employee from receiving any substantial benefit or profit out of any contract or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such contract or obligation. The Successful Proposer shall ensure that no City employee receives any such benefit or interest as a result of the award of this Invitation to Bid or Request for Proposal. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d))

Please note that the City's Ethics Code may be accessed on the Internet by utilizing the web link below:  
[http://www.tampagov.net/appl\\_Message\\_Center/external.asp?strServiceID=246](http://www.tampagov.net/appl_Message_Center/external.asp?strServiceID=246)

Tampa's municipal codes are published online by the Municipal Code Corporation.

Printed copies of the Ethics Code can be obtained from the City Clerk's Office for a fee of \$0.15 cents a page.

## **1.6 INDEMNIFICATION**

**1.6.1 General.** The Successful Proposer agrees to indemnify, defend, and hold harmless, the City and its officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission by the Successful Proposer or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorneys' fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

**1.6.2 Intellectual Property.** The Successful Proposer agrees to indemnify, defend, and hold harmless the City and its officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any claim that any Services, Deliverables, or work product provided by the Successful Proposer infringes a patent, copyright, trade secret, or other intellectual property right of any character.

Such indemnity shall include attorneys' fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

**1.6.3 Technology.** The Successful Proposer agrees to indemnify, defend, and hold harmless the City and its officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any failure by the Successful Proposer or its subcontractor(s) to observe and follow any written requirements or specifications issued by manufactures, vendors, or lessors of equipment, software, and other products furnished by the City for use by the Successful Proposer under this contract. Such indemnity shall include attorneys' fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

If the software program or any part of the materials installed by the Successful Proposer is held to infringe upon any third-party intellectual property rights, the Successful Proposer shall, at its sole expense, exercise commercially reasonable efforts to either: (a) procure for the right to continue using the same idea or process free of any liability for infringement or violation; or (b) replace or modify the same with non-infringing material of substantially equivalent functionality. In the event Successful Proposer is unable to implement one of the options set forth in subsection (a) or (b) above within sixty (60) days after the occurrence of any such claim, such failure shall be deemed an event of default under the Contract.

**1.7 Warranties and Guarantee.** Proposer warrants that only new equipment that meets the published performance criteria of the manufacturer will be used in the System. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the proposal.

The material(s) supplied shall be guaranteed to be free from defect of composition, conception and workmanship for a minimum period one-year from the date of installation and City's acceptance of all contract deliverables, and not the deliverables associated with a specific implementation phase. Any parts or portions found not in accordance with this RFP will be rejected by the City and returned to the Successful Proposer at the Successful Proposer's expense for immediate replacement.

A warranty is sought for both the software and implementation services. It is assumed that the Successful Proposer has priced its services to recognize these warranty provisions. The extent of the warranty coverage will be evaluated as part of the overall procurement process.

- **Software.** The selected software Proposer will warrant that the proposed software will conform in all material respects to the requirements and specifications as stated in the formal commercial documentation of the software. That is, the detailed requirements as stated in the Successful Proposer's response to this RFP will become part of the selected Proposer's software agreement and the software Proposer will warrant to the requirements. The selected Proposer must warrant that the content of its proposal accurately reflects the software's capability to satisfy the functional/technical requirements as included in this RFP. Furthermore, the warranty, at a minimum, should be valid for the duration of the implementation and until final acceptance (as will be defined during the negotiation process) of all components included in the implementation.
- **Implementation Services.** The City also requires a warranty for the services (e.g., work products, developed modifications, and system configuration) for a minimum of 24 months after the final acceptance date and should reference the Proposer's response to the functional and non-functional requirements in Attachment B as the basis for the warranty (as will be defined during the negotiation process).

**1.8 Copyrights and Patent Rights.** Copyrights and Patent Rights. Proposer warrants that there has been no violation of copyrights, patent or other intellectual or proprietary rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and Successful Proposer agrees to indemnify, defend and hold the City harmless from any and all liability, loss or expense by any such violation including litigation costs and attorneys' fees through the appellate process, and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of work.

**1.9 Procurement Protest Procedures.** A protest must be filed with the Director of the soliciting Department within three (3) business days of posting the City's intent to award and may be filed by an actual bidder or proposer, who is allegedly aggrieved in connection with the issuance of a bid solicitation, proposal solicitation or pending award of any contract in any competitive process utilized by the City of Tampa for procurements of supplies, materials or services and construction of public improvements and has standing to protest under Florida Law. Any protest must be filed in accordance with the City of Tampa Code, Chapter 2, Article V, Division 3, Purchases and Contracts, Section 2-282, Procurement Protest Procedures. Protests not complying with the provisions of this Section shall not be reviewed.

All dates and times specified in the Protest Procedures in Section 2-282 are calculated as city business days. A City business day shall mean 8:00 am to 5:00 pm Monday through Friday, with the exception of city holidays. In all instances any document required to be transmitted by a certain date must be received in the required office by 4:30 pm. An envelope which is postmarked by the required date is not sufficient. Transmittal by fax, email or other electronic means may be accepted. However, it shall be the responsibility of the party transmitting the document(s) to ensure that the document(s) were received, and the transmitting party shall bear any risk of interruption or failure in the electronic transmission.

**1.10 Contract Documents.** The requirements appearing in this RFP will become a part of the written contract between the City and the Successful Proposer. Any exceptions to any of the requirements in the RFP must be specifically noted in writing and explained by the Successful Proposer in its proposal as a condition to becoming part of the subsequent Contract, subject to approval or rejection by the City. The contract between the parties (the Contract) will consist of the written Contract, the RFP together with any modifications thereto, and the Successful Proposer's proposal, together with any Statement of Work resulting from negotiations and modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. The Contract may also be amended following execution by written contract between the parties, which recites the nature of the amendment and the fact that it is to be an amendment to the Contract. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed Contract, Request for Proposal and all its addenda and attachments, the Successful Proposer's original proposal, any modifications and clarifications to the Successful Proposer's proposal. Specific exceptions to this general rule may be noted in the final executed Contract. The Contract may be amended only in writing and by mutual agreement of all parties.

Proposals and any other information submitted by Successful Proposer in response to this RFP shall become the property of the City.

**1.11 Assignment and Sub-Contracting.** Successful Proposer shall not assign the award or any rights or obligations there under without the written consent of the City. In the event of such approved Sub-Contracting, the Successful Proposer agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached Schedule of Sub-Contracting forms, with the proposal response. ("Schedule of All Sub-Contractors/Consultants/Suppliers Solicited" MBD 10 and "Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized" MBD 20).

Subcontractor shall be defined as: a business enterprise, firm, partnership, corporation, consultant or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the City/City's representative.

Supplier shall be defined as: a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the City/City's representative. A Supplier may be a regular dealer, distributor or manufacturer.

**1.12 Incurred Expenses.** The City is not responsible for any expenses which Proposers may incur in the preparation and submittal of proposals requested by this RFP, including but not limited to, costs associated with travel, accommodations, interviews or presentations of proposals.

**1.13 Proposals Binding.** All proposals submitted shall be binding for 180 calendar days following the opening.

**1.14 Non-Discrimination in Contracting and Employment.** The following provisions are hereby incorporated into any contract executed by or on behalf of the City of Tampa (City).

The Successful Proposer shall comply with the following Statement of Assurance:

During the performance of this Contract, the Successful Proposer herein assures the City, that said Successful Proposer is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that the Successful Proposer does not on the grounds of race, color national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said Successful Proposer's employees or applicants for employment.

The Successful Proposer understands and agrees that this Contract is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered material breach of this Contract. Furthermore, the Successful Proposer herein assures the City that said Successful Proposer will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

The Successful Proposer further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers and vendors in connection with this Contract. The Successful Proposer further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5, as enacted by Ordinance No. 2008-89."

***For additional information contact the Minority Business Development Office at 813/274-5543 or 813/274-5512. [http://www.tampagov.net/dept\\_minority\\_business\\_development/](http://www.tampagov.net/dept_minority_business_development/)***

**1.15 Equal Opportunity.** The City of Tampa hereby notifies all Bidders that all eligible businesses, including Small Local Businesses Enterprises (SLBEs) will be afforded a full opportunity to participate in any award made by the City of Tampa pursuant to this present proposal matter and will not be subjected to discrimination on the basis of race, color, sex, or national origin. The City of Tampa prohibits any person involved in City of Tampa contracting and procurement activities, to discriminate on the basis of race, color, religion, sex, national origin, age, or physical handicap.

**1.16 Governing Law/Venue.** The laws of the State of Florida govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement. The parties hereto submit to the exclusive jurisdiction and venue of the state and federal courts located in Tampa (Hillsborough County), Florida.

**1.17 Compliance with Laws.** The Successful Proposer shall comply with all applicable laws, ordinances, regulations, rules and codes of the United States, State of Florida, Hillsborough County, and the City of Tampa. Failure to comply with all applicable laws, ordinances and codes may lead to termination of the contract. It shall be the responsibility of the Successful Proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply, Federal requirements, include, but may not be limited to:

- Minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act as applicable to this solicitation.
- Access the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant as applicable to this solicitation.
- Compliance with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements applicable to this solicitation.
- Ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.



- Compliance with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs applicable to this solicitation.
- Compliance, and all its subcontractors compliance, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
- DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.
- Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)
- Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).
- Occupational, Safety and Health Act (OSHA) as applicable to this solicitation.

### **1.18 SALES AND USE TAX**

All taxes of any kind and character payable on account of the work done and materials furnished under the award shall be paid by the Successful Proposer and shall be deemed to have been included in the proposal. The Laws of the State of Florida provide that sales tax and use taxes are payable by the Successful Proposer upon the tangible personal property incorporated in the work, and such taxes shall be paid by the Successful Proposer and shall be deemed to have been included in the Proposal. The City is exempt from all state and federal sales, use, transportation and excise taxes.

### **1.19 ACCEPTANCE OF PRODUCTS AND SERVICES**

All products furnished and all services performed under the Contract shall be to the satisfaction of the City and in accordance with the specifications, terms, and conditions of the Contract. The City reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services. All system hardware, software and accessories that are shipped are to be new. Refurbished and/or demo equipment will not be accepted. All equipment is to be provided with standard manufacturer's warranty. Instruction manual, service and parts manuals are to be shipped at no charge. Successful Proposer shall make available any/all value added products and services to all agencies of the City.

### **1.20 DELIVERY OF THE PROJECT PLAN AND OTHER KEY DELIVERABLES**

The project plan and other key deliverables shall be delivered within a contractually specified timeframe after contract signing.

### **1.21 ADDITIONS**

The Contract allows for the purchase of additional options not included in the original scope. The City requires price protection of additional functions and features not included in the original scope for a minimum of one year after contract completion, as delineated by the City's acceptance of all Contract deliverables.

### **1.22 CONTRACT AMENDMENTS**

No modification or amendment to the Contract shall become valid unless in writing and signed by authorized representatives of both parties. All correspondence regarding modifications or amendments to the Contract must be forwarded to the City for prior review and approval.

### **1.23 CHANGES**

In the event changes to the services become necessary or desirable to the parties, the parties shall follow the procedures set forth in this section. A change shall be effective only when documented by a written change order executed by both parties that expressly references the contract (a "Change Order"). The Change Order shall set forth in detail: (i) the change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed change; and (iii) a detailed analysis of the impact of the change on the results of the Services and time for completion of the Services, including the impact on all Milestones and delivery dates and any associated price.

In the event either party desires a change, the Project Manager for such party shall submit to the other party's Project Manager a proposed Change Order. If the receiving party does not accept the Change Order in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Order. If the parties cannot reach agreement on a proposed change, the Successful Proposer shall nevertheless continue to render performance under the contract in accordance with its (unchanged) terms and conditions.

Notwithstanding anything to the contrary in this Agreement and/or other components of the Contract Documents, Successful Proposer shall not make changes to any production system without first notifying and obtaining prior written consent to make changes to such production system from the City's Technology and Innovation Department Representative. Change Orders, when deemed material changes to the contract by the City, shall be treated as contract amendments subject to execution by the authorized representatives of both parties.

### **1.24 NEW TECHNOLOGY**

The parties recognize that technology may change during the implementation and final acceptance. Accordingly, the parties agree as follows:

**Notice.** The Successful Proposer shall provide the City with prompt written notice of all upgrades, enhancements and modifications to their Products or Services that become available during the term of this agreement (the "New Technology").

**Current Version.** Unless specified in writing by the City in a specific instance, all Products provided by the Successful Proposer will be the latest, most recent version available as of the time of installation. The Successful Proposer will schedule installation of all Products as late in the process as is reasonably practicable to meet the Project Plan deadlines. Unless specified in writing by the City in a specific instance, the Successful Proposer will continually update the Software after installation at no additional cost and it shall be a condition of System Acceptance that all Software be the latest, most current version available as of the date of System Acceptance.

**Right to Forego New Technology.** Prior to System Acceptance and notwithstanding anything contained in this Contract to the contrary, the City shall have the option to reject proposed New Technology and to accept less than the most current version of the Products by providing written notice to the Successful Proposer.

**Cost.** The Successful Proposer shall make the New Technology available to the City at no additional cost.

**Additional Information.** The Successful Proposer shall provide additional details to the City at the request of the City, if the City wants to consider further the possible inclusion of the New Technology.

**No Affect in Contract Obligations.** Notwithstanding anything contained herein to the contrary, neither the acceptance of proposed New Technology by the City nor the amendment of this Contract to incorporate New Technology shall relieve the Successful Proposer from its obligations under this Contract.

## **1.26 SYSTEM AVAILABILITY**

The CCTV System should record and provide monitoring and viewing functionality 24 x 7 with a 99.9999% uptime from the date of system acceptance through September 1, 2012. After September 1, 2012, the requirements for System availability for any System components that will be used for post-RNC video monitoring will be reevaluated.

## **1.27 TITLE, RISK OF LOSS AND FREIGHT**

The title and risk of loss of the hardware/software shall not pass to the City and any/all system parts listed herein until they actually receive, take possession and accept the goods at the point or points of delivery. All products furnished hereunder shall be delivered free on board (F.O.B.) City facility destination.

## **1.28 RECALL NOTICE**

The Successful Proposer shall, immediately upon discovery of same, advise the City of any or all required replacement/modifications to equipment or component part thereof or withdrawal of product by reason of safety hazard or recall regardless of the nature of same. Any verbal notification must be confirmed in writing within twenty-four (24) hours of such verbal notification.

## **1.29 RIGHT TO AUDIT**

The Successful Proposer agrees that the City or its designee reserves the right to audit, examine, and copy any and all books, records, electronic records and information relating to the project. All records will be maintained for five (5) years following the term of the contract and until any audit is completed and all questions arising there from are resolved.

### 1.30 DISPUTES

In the event of any dispute between the parties arising from this RFP, the Contract, or the services provided hereunder, each party shall, prior to seeking judicial resolution of such dispute, escalate the dispute to a senior representative of such party, and such senior representatives shall use good faith efforts to resolve the dispute between them. If such senior representatives are unable to resolve the dispute, such dispute shall then be decided by litigation. The Successful Proposer and the City shall make good faith efforts to resolve any and all disputes as quickly as possible.

### 1.31 NON-WAIVER OF DEFAULTS

Any failure of the City at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of any resulting Contract shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the City at any time to avail itself of same.

### 1.32 TERMINATION

When deemed to be in the best interest of the City, the City may cancel any award resulting from this specification by the following means:

Termination of the Contract between the City of Tampa and the Successful Proposer is provided as follows:

- **For Convenience.** The Contract may be terminated, in whole or in part, without penalty, by the City without cause by giving thirty (30) days written notice of such termination. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience of the City, the Contractor will be compensated in accordance with the agreed upon adjustment of cost. To the extent the Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.
- **For Cause.** The Contract may be terminated, in whole or in part, by the City, if the Successful Proposer fails to perform as agreed by ten (10)-day written notice, or as otherwise agreed to, with cause and failure to cure upon written notice without penalty to the City. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services.
- **Liabilities.** In no event shall such termination by the City as provided for under this section, give rise to any liability on the part of the City including but not limited to claims of Successful Proposer for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. The City's sole obligation hereunder is to pay Successful Proposer for products and/or services ordered and received prior to the date of termination.
- **Protection of Operations in Transition.** Upon termination or expiration of the Contract, the contracted System must remain operational during any transition period. Upon termination or expiration, the application data and all records applicable to a City agency, including but not limited to working papers and operational documentation, must be delivered immediately to the City and are the property of the City.

### 1.33 SEVERABILITY

If one or more provisions of the resultant Contract, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

### **1.34 DUTY OF SUCCESSFUL PROPOSER TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES**

Throughout the duration of this Contract, the Successful Proposer shall identify and request in writing from the City Project Manager all City resources that may reasonably be required by the Successful Proposer to perform the Services including all information, City staff, equipment, facility, or materials (the "City Resources") needed by the Successful Proposer. The Successful Proposer shall request City Resources far enough in advance to allow adequate planning and availability on the City's part and to avoid unnecessary expense or overtime. Notwithstanding the foregoing, the Successful Proposer shall not be entitled to request that the City provide City Resources other than those identified as a City responsibility with respect to the Implementation Services unless the City can do so at no significant cost. If the City Project Manager fails to provide, within a reasonable time period, a City Resource that this Contract requires the City to provide, the Successful Proposer will notify the responsible Director of Purchasing of such failure. The Successful Proposer shall not be relieved of any failure to perform under this Contract by virtue of the City's failure to provide any City resource: (i) that the Successful Proposer failed to identify and request in writing from the City pursuant to this section; or (ii) that the City is not required to provide pursuant to this Contract. To the extent the Successful Proposer is excused from performance under the terms of this section, the Successful Proposer will only be excused for delays that occur after it has given notice to the Director of Purchasing of the City's failure.

### **1.35 INDEPENDENT CONTRACTOR STATUS**

The Successful Proposer agrees that Successful Proposer and Successful Proposer's employees and agents have no employer-employee relationship with the City. The City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments; nor will the City furnish any medical or retirement benefits or any paid vacation or sick leave.

### **1.36 OBSERVANCE OF CITY RULES AND REGULATIONS**

The Successful Proposer agrees that at all times its employees will observe and comply with all regulations of the City facilities, including but not limited to parking and security regulations.

### **1.37 CITY PROPERTY**

The City's project manager must approve the use of City property in advance. If the City has agreed to provide property owned by it, the following special provisions shall apply:

- The amount of City property to be furnished to the contractor may be increased or decreased by written direction of the City's project manager and the contract price shall be adjusted to reflect the change pursuant to the stipulations of the "changes" article.
- The Successful Proposer shall insure all City property in their possession or control and shall be liable to the City for the fair market value of any damage or loss to City property, aside from that incurred by normal wear and tear. The Successful Proposer shall maintain the property in sound operating condition, with the cost being chargeable to the contract.
- All City property shall be returned promptly upon completion of the contract or otherwise disposed of, as directed in writing by the City. All costs of shipment or disposal are a contract cost.
- Unless specifically stated otherwise in writing, the City property may be used only for the performance of this contract.
- Title to all City property shall remain in the hands of the City at all times. Title to the property acquired by the contractor for use under the contract shall vest in the City upon delivery to the contractor.

### **1.38 NON-DISCLOSURE**

The Successful Proposer and City acknowledge that they or its employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by, or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Successful Proposer or the City unless required by law and shall exercise the same standard of care to protect such information as is used to protect its own proprietary or confidential information.

### **1.39 PUBLICITY**

The Successful Proposer agrees that it shall not publicize the Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the City's name in connection with any sales promotion or publicity event without the prior express written approval of the City.

### **1.40 INTELLECTUAL PROPERTY RIGHTS**

- **Successful Proposer Ownership.** Application source code and documentation together with all updates and revisions, shall be the intellectual and tangible property of the Successful Proposer. The Successful Proposer grants the City a perpetual, royalty-free, non-exclusive subscription to use the Successful Proposer's intellectual property for all purposes of the City and its affiliates in accordance with the terms of the contract.
- **City Ownership.** The City shall have exclusive ownership of all intellectual property rights to all customizations, deliverables and other work products created by the Successful Proposer or its subcontractors in connection with this Contract, including but not limited to all modifications, updates, enhancements and documentation relating thereto, and including but not limited to all copyrights, patents and trade secrets ("the City Intellectual Property"). The Successful Proposer hereby assigns and transfers all rights in the City Intellectual Property to the City.
- The City Intellectual Property shall not include deliverables created by the Successful Proposer for other customers prior to the date of this Contract, provided that the Successful Proposer shall notify the City in writing of any deliverables that are not City Intellectual Property at the time it submits such deliverables. The City grants the Successful Proposer a royalty-free, non-exclusive license to use and copy the City Intellectual Property to the extent necessary to perform this Contract. The Successful Proposer shall not be entitled to use the City Intellectual Property for other purposes without the City's prior written consent, and shall treat the City Intellectual Property as "Confidential Information".
- **Successful Proposer will not Sell or Disclose Data.** The Successful Proposer will treat as confidential information all data and associated metadata provided by or processed for the City in connection with this Contract or use of the software. Such data shall remain the exclusive property of the City. The Successful Proposer will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Contract.

### **1.41 COVENANTS AGAINST CONTINGENT FEES**

The Successful Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **1.42 REGENERATION OF LOST OR DAMAGED DATA**

With respect to any data that is lost or damaged due to an act or omission of the Successful Proposer or its subcontractors, the Successful Proposer shall, at its own expense: (a) promptly replace or regenerate such data from the most current system backups, or (b) obtain the required information associated with the lost or damaged data from any City data source including but not limited to paper or electronically generated reports. The Successful Proposer shall further reload and restore such data at the Successful Proposer's expense. The Successful Proposer shall not be responsible for any expenses that are the result of the failure of the City to maintain backup data in accordance with the City's regular schedule.

#### **1.43 STANDARDS**

**1.43.1 Engineering:** Prior to installation, all plans and hard-wired/wireless drawings must be submitted to the City for approval. As-built drawings shall be submitted upon the completion of each phase.

**1.43.2 Labor and Materials:** Unless otherwise specified, Successful Proposer must furnish all labor, equipment, materials, wire and cable, conduits, outside plant, transportation, shipping and supplies necessary to complete this project in a satisfactory manner in accordance with the plans, specifications and terms of this RFP.

**1.43.3 Permits and Approval:** The Successful Proposer must apply for and obtain all permits that are required. The Successful Proposer will pay cost of these permits and approvals beyond those not waived by the City.

**1.43.4 Building Codes and Standards:** The Successful Proposer must possess the equipment and all required licenses and authorizations necessary to complete the type of services required under the terms of this RFP. The Successful Proposer is responsible for all OSHA procedures, EPA and FCC requirements relative to the installation of the System components. Any violations of federal, state and local codes will be at the expense of the Successful Proposer.

**1.43.5 Damage to Public/Private Property:** The Successful Proposer will carry out the work with such care and methods as not to result in damage to public or private property. Should any public or private property be destroyed or damaged, the Successful Proposer, at his/her expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of the destroyed or damaged property within a reasonable length of time.

**1.43.6 Safety:** The Successful Proposer shall conduct work so as to limit interference with private or public business and public travel. The Successful Proposer shall take all necessary precautions for the safety of employees and the public as prescribed by law.

#### **1.44 ASSIGNMENT**

No Successful Proposer shall assign the award or any rights or obligations there under without the written consent of the City.

#### **1.45 FORCE MAJEURE**

Neither Successful Proposer nor City shall be liable, nor may either party cancel this Agreement for default, when delays result from causes beyond the control of the Successful Proposer or City. Such causes may include, but are not restricted to acts of God or the public enemy, electrical failure, civil or military authority, civil disturbance, labor disputes, strikes, lockouts, riots, epidemics, war, governmental regulations, fire, and power failure. In every case the delay must be beyond the control of the claiming party. This provision shall not be interpreted to limit the City's right to terminate for convenience.

#### **1.46 SURVIVAL**

Provisions in regards to licensing, indemnification, governing law, venue and confidentiality shall survive termination of contract.

## 1.47 CRIMINAL BACKGROUND CHECK

Any individual having access to the City's systems or facilities is subject to a criminal background check by the City before commencing work on-site. The City reserves the right to restrict access to any individual that, in the City's sole discretion, is deemed to present a risk to the City's environment.

## 2. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

**2.1** To ensure fair consideration for all Proposers, the City prohibits prospective Proposers' communication with any department or employee during the submission process. Questions relative to the interpretation of the Scope of Services or the proposal process shall be addressed to the City during the pre-proposal conference, or questions can be submitted via email ten days prior to the RFP opening date and time.

Additionally, the City prohibits communications initiated by a Proposer with any City official or employee evaluating or considering the proposals prior to the time an award decision has been made, except as initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Communications so initiated by a Proposer may be grounds for disqualifying the offending Proposer from consideration for award of the proposal and/or any future proposal.

## 3. CONTENT OF PROPOSALS

**3.1** Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to fulfill the requirements of the proposal. **Failure to follow these instructions could result in your proposal being disqualified.**

**3.2** Provide one original proposal marked "original", one complete copy of the proposal on CD or DVD and 13 complete copies marked "copy" for the Evaluation Committee. If applicable, provide one redacted copy of the proposal with the original following the instructions stated under Section II. General Conditions, Section 1. General Information, Subsection 1.4 Florida Public Records Law.

**In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be single sided, organized and fasten or bound in the following manner and identified with tabs:**

**Title Page.** Type the name of Proposer's company, address, telephone number, name of contact person, date, and the title of the RFP.

**Table of Contents.** Include a clear identification of the written material by section and by page number.

**Tab 1. Addenda.** Include a copy of the addendum, or addenda associated with the RFP, if applicable. Incomplete proposals will not be considered.

**Tab 2. Florida Public Records Law.** Include a written acknowledgement of the Florida Public Records Law requirements from Section II. General Conditions, Section 1. General Information, Subsection 1.4.

**Tab 3. Response to Proposal.** Specifically state the Proposer's understanding of the work to be accomplished and make a positive commitment to perform the work in Section I. Scope of Services.

**Tab 4. Section I, Scope of Services.** Include all the requirements and/or documentation requested under Section I. Scope of Services, Section 7. Proposer Submittals.

**Tab 5. References.** Include a reference list of at least three Government Agencies to whom the Proposer has provided the same services to those being proposed to the City. The Proposer can utilize the same referenced information under Section 5. Proposer Qualifications/Requirements. This list will include the following information:



Three (3) Government Agency References to include the following:

- Company Name
- Contact Name
- Phone Number
- Email Address
- Number and types of CCTV cameras and types of installation
- Date of Installation
- Participant(s) Name(s) and Title(s)
- Phone Number
- Email Address

**Tab 6. General Statement of Experience.** Include a written, verifiable statement of experience in providing and managing similar services. If the Proposer does not possess an experience similar to the services required, Proposer shall provide any pertinent information or experience Proposer feels may qualify Proposer for consideration of award.

**Tab 7. Operational Plan.** Include a narrative description and/or organizational chart outlining the methods of operation, operational structure, and services to be provided by the Proposer. This description should fully and completely demonstrate the Proposer's intended methods for servicing the requirements. Proposers are also encouraged to provide any other pertinent information that will assist the City in evaluating the proposed method of operation.

**Tab 8. Exceptions to the RFP.** Proposer shall submit any exceptions to the requirements in this RFP. All exceptions shall be clearly identified in this section and a written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the City, and the description of the advantages or disadvantages to the City as a result of exceptions. The City, at its sole discretion, may reject any exceptions or specifications within the proposal. **Exceptions to Attachment B – CCTV Functional and Non-Functional Requirements is prohibited.**

**Tab 9. W/MBE Participation.** The City of Tampa administers a Women/Minority Business Enterprise (W/MBE) Program to promote the inclusion of W/MBE Companies in procurement solicitations and contract awards. Thus the City is actively encouraging participation in this project by City Certified W/MBE Companies. To obtain a list of the City's Certified W/MBE Companies, visit the City's website at: [www.tampagov.net](http://www.tampagov.net), select Purchasing Department, from the menu select Minority Business Development and select Publications. W/MBE Certified Companies directories are listed by Type of Services and by Company Names. If you need further assistance, please contact George Suhr, W/MBE Specialist at (813) 274-5512.

**Tab 10. SLBE Participation Goal Small Local Business Enterprise (SLBE) Participation.** In an effort to promote increased opportunities for Small Local Business Enterprises (SLBEs) participation, the City actively solicits the participation of City certified firms in the performance of contracts. To learn more about the City's SLBE Program or to obtain a SLBE application to become certified prior to submitting a proposal, go to the City's website at [www.tampagov.net](http://www.tampagov.net), go to "Select a Department" and select Minority Business Development; or you can contact the MBD Office at (813) 274-5512. The current listing of certified SLBE firms registered with the City of Tampa is also available by following the steps above and selecting Publications to view the City-certified SLBE Companies."

- **SLBE Evaluation Points.** Up to five (5) rating points can be awarded to a proposal that incorporates demonstrable SLBE participation to perform contractual services.
  - 1) A maximum of five (5) rating points will be awarded to the prime proposal that is a City of Tampa certified SLBE business participating as the prime contractor.
  - 2) Zero to four (0-4) points will be awarded to a non-certified prime proposal that utilizes SLBE certified firm(s) as sub-contractors/consultants who are assigned to perform meaningful segments of the contractual services. The evaluation includes but is not limited to the following criteria:

- Diversity of SLBE subcontractors listed to be utilized (DMI Form-20)
- Percentage of proposal/scope committed to SLBE subcontracting
- The collective factors in determining the total points awarded will be based on the overall weight-of-evidence in the proposal that specifies the participation.

In either case, the Proposer or subcontractor must be SLBE certified prior to the opening date and time of the RFP. As proof of certification, include copies of all SLBE certificates in the proposal. The evaluation process of SLBE participation will be evaluated by the City of Tampa's Minority Business Department.

**Tab 11. Sub-Contracting Forms.** Under Section II. General Conditions, Section I. General Information, Subsection 1.11 Assignment and Sub-Contracting, the following must be submitted:

Schedule of Sub-Contracting forms:

**Form MBD 10** - Schedule of All Subcontractors/Consultants/ Suppliers Solicited.

**Tab 12. Compensation.** In a table format, the Proposer shall use the Cost Summary below as a guide to provide the detail behind the fixed fee, amending the summary as necessary to accurately depict your system solutions, license and services costs. The summary shall outline the costs of hardware, software, implementation, upgrades, maintenance, and support. All expenses, including any required travel, training, and overhead, shall be included in the fixed fee on the Cost Summary. Provide the cost of individual license and site license alternatives that are available for your systems.

The City prefers the "fixed fee" approach for project implementation as outlined above. The City reserves the right, however, to negotiate an agreement for installation services using an hourly rate for professional services if it offers substantial savings to the City. Proposers interested in being considered for this option shall provide a table that contains total hours and total cost by skill type. This hourly rate shall be a loaded rate (including any and all expenses related to this individual).

**Cost Summary.** List separately, the costs for the components below per options being proposed. Provide detailed information as needed to explain the specific components and licenses required for the proposed System, providing per unit cost and total cost.

- Equipment Costs
- Hardware Costs.
- Software Costs.
- Implementation Costs.
- Installation/De-Installation Costs.
- Maintenance, Upgrades, and Support Costs.
- Extended Warranty Options.
- Travel Expenses.
- Additional costs: Itemize fees, expenses and any optional costs not listed above separately.

If the Proposer is submitting a proposal for the Purchase Option, the Lease Option and/or the Hybrid option, a separate cost proposal should be submitted for each option accordingly. Each Cost Proposal should be clearly labeled to identify the option being proposed. All optional functions, features, hardware and services should be itemized with details and cost of each option clearly identified.

The Cost Summary the Proposer provides must be an all inclusive cost. Any costs related to the proposal being submitted that are not listed under the Cost Summary but needed to complete the project will be at no additional cost to the City.

The City recommends the Proposer and its staff assigned to provide services for the City to include travel expenses in the proposal price. The Proposer shall comply with the City's current travel policy and per diem of Breakfast \$8.00, Lunch \$12.00, Dinner \$18.00, and current IRS mileage reimbursement rate.

- **Tab 13. Bidder's Affirmation.** Complete and have notarized the Bidder's Affirmation form provided in the RFP Package. This form must be signed by an authorized representative of the firm/company as defined below.
- **Tab 14. Proposal Signature Form.** Complete the Proposal Signature form provided in the RFP Package. This form must be signed by an authorized representative of the firm/company as defined below:

When Proposer is a corporation, the president, vice president or other person duly authorized to bind the corporation shall set out the corporate name in full beneath which he/she shall sign his/her name and give the title of his/her office or position. The proposal shall also bear the seal of the corporation attested by its corporate secretary. Proposals signed by a person other than an officer of the corporation, shall be accompanied by evidence of authority.

When the Proposer is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person duly authorized to bind the partnership. The capacity and authority of the person signing shall also be given.

When the Proposer is an individual or sole proprietorship, the proposal shall be signed by the individual owner, stating name and style under which the Proposer is doing business.

If the Proposer is doing business under a fictitious name, the Proposer must submit a copy of Certificate of Registration with the Florida Secretary of State.

When the Proposer is a joint venture, each joint venturer must sign the proposal as hereinabove indicated.

#### **4. EVALUATION OF PROPOSALS**

**4.1** The City will not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget constraints, time constraints or other factors as directed by the City. However, it is anticipated that the review/evaluation process will be completed in a timely manner.

A Proposal Evaluation Committee will be established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP. The contract will be awarded to the most qualified contractor per the evaluation criteria listed below.

<b>EVALUATION CRITERIA</b>	<b>MAXIMUM POINT VALUES</b>
Application/Service Functionality that meets/exceeds defined requirements	25
Ability, Capability and Skill to Perform the Scope of Work within the allotted timeframe	25
Company's Experience, Qualifications and Personnel/Project Staff	25
Cost to the City	15

References 10

**SUBTOTAL TOTAL POINTS 100**

SLBE Participation, if applicable **5 Bonus Points**

**TOTAL POINTS 105**

**Note:** The City will have a Technical Advisory Group (TAG Team) that consists of representation from T&I's Infrastructure, Security, Radio and Network Experts, TPD Subject Matter Experts and Transportation CCTV Experts that the City will utilize as a support group to the Evaluation Committee. The TAG Team will participate in the pre-proposal conference and mandatory site-inspection, review the proposals and provide technical feedback and questions to the Evaluation Committee, and will assistance in resolving any other related issues in determining what CCTV System is in the best interest of the City to purchase, install and implement.

**4.2** The initial evaluation conducted by the Evaluation Committee as supported by the TAG Team will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with mandatory requirements may disqualify a proposal.

Mandatory requirements are items that begin with "Proposer shall provide" or "Proposer must provide".

**4.3** Proposals will be evaluated and rated based on the criteria stated in this RFP, including but not limited to the following:

**4.3.1** Responsiveness of the Proposal to the scope of work.

**4.3.2** Ability, capacity, and skill of the Proposer to perform the scope of work.

**4.3.3** Experience of the business and individual members of the business in accomplishing similar services.

**4.3.4** Responses of the client references.

**4.3.5** Such other information that may be required or secured.

#### **4.4 SHORT- LISTING**

The Evaluation Committee at its sole discretion may create a short-list of the highest scored proposals based on the preliminary evaluation against the evaluation criteria. Only those short-listed Proposers would be invited to participate in interviews and/or presentations and demonstrations or product testing. Upon conclusion of any interviews and/or presentations and demonstrations or product testing, the Evaluation Committee will finalize the scoring against the evaluation criteria.

#### **4.5 INTERVIEWS/TESTING/DEMONSTRATIONS**

If requested, Proposers are required to participate in on-site interviews and conduct tests/demonstrations to the City's Evaluation Committee and other City representatives, in order to clarify the proposal submitted and present the Proposer's proposed System. Additionally, the Proposer's key personnel may be required to be in attendance during this process.

Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as its qualifications to furnish the specified products and services. The interviews and tests/demonstrations will be scored by the Evaluation Committee with the assistant by the Technical Advisory Group (TAG) Team.

Notwithstanding the possibility of a request for an on-site interview and test/demonstrations, Proposers shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation. Any costs incurred for the interviews and the oral demonstrations are the responsibility of the Proposer.

**4.6** The City reserves the following rights to:

**4.6.1** Conduct pre-award discussion and/or pre-award/contract negotiations with any or all responsive and responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all Proposers prior to selection; and make investigations of the qualifications of Proposers as it deems appropriate, including, but not limited to, a background investigation conducted by the Tampa Police Department or any other law enforcement agency.

**4.6.2** Request that Proposer(s) modify its proposal to more fully meet the needs of the City or to furnish additional information as the City may reasonably require.

**4.6.3** Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award.

**4.6.4** Negotiate any modifications to a proposal that it deems acceptable, waive minor irregularities in the procedures, and reject any and all proposals.

**4.6.5** Process the selection of the successful Proposer without further discussion.

**4.6.6** Waive any irregularity in any proposal, or reject any and all proposals, should it be deemed in its best interest to do so. The City shall be the sole judge of Proposers' qualifications and reserves the right to verify all information submitted by the Proposers. The proposal selected will be that proposal which is judged to be the most beneficial to the City.

**4.7 Financial Statements.** The City reserves the right to request that Proposers submit their annual financial statements for the last three fiscal years, including company financial statement summaries, certified by a Certified Public Accountant. If the organization has been in business for a period of less than three years, Proposers may be required to submit a detailed business plan in addition to any pertinent information that would allow the City to evaluate the sufficiency of financial resources and the ability of the business to successfully perform the services enumerated in the contract. Unless otherwise stated, such requests would be made after the submission of the proposals and prior to award of a contract.

**5. CONTRACT REQUIREMENTS**

**5.1 Basis of Award.** A contract will be awarded to the most responsible and responsive Proposer whose proposal meets the needs of the City to the best degree. **OFFICIAL AWARD WILL BE MADE BY CITY OF TAMPA PURCHASE ORDER ONLY.**

**5.2 Contract Term.** The initial term of this Agreement is for a maximum period of one year from the effective date of the Department of Justice, Office of Justice Programs Grant Project Period. Upon expiration and dependent upon the purchase option selected by the City, the City may negotiate a new contract for maintenance and support which shall renew with the same terms and conditions for further successive periods of one year unless either party has given the other party written notice not less than thirty (30) days prior to the expiration of the initial term or subsequent renewal term(s).

**5.2.1 Supplemental Unilateral Renewal Periods.** The City, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same terms and conditions. Notice of the City's intent to renew shall be provided by the City in writing to the Awardee prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

**5.3 Non-Appropriation Of Funds.** The comprehensive implementation of the contracted System is contingent on grant funds as well as budgetary funding from the annual City budget. The grant funds received for the express purpose of hosting the Republican National Convention will have a strict timeline imposed for purchases and payments related to the Convention. It will be critical for all expenses to be submitted to The City on or before the date the system goes into production. The City's fiscal budget year is October 1st to September 30th. Funding may be allocated in phases over several fiscal years. In the event sufficient funds are not appropriated for contract payments required in future fiscal years, then the City at its sole discretion may terminate the Contract at the end of the then current fiscal year, as the case may be, without penalty or additional expense of any kind whatsoever. If non-appropriation occurs, the City agrees to deliver written notice to Successful Proposer of such early termination at least 30 days prior to the end of the then current fiscal year.

Notwithstanding anything in the Contract to the contrary, this fiscal year funding provision shall survive termination of the Contract.

**5.4 Addition/Deletion.** The City reserves the right to add to or delete any service/item from this proposal or resulting agreements when deemed to be in the best interest of the City.

**5.5 Proposal Prices.** Prices quoted in the proposal shall include any and all shipping costs, shipped F.O.B. Tampa, FL, or to the facility location specified by the requestor or the purchase order.

All taxes of any kind and character payable on account of the work done and materials furnished under the contract shall be paid by the Successful Proposer and shall be deemed to be included in the proposal. The laws of the State of Florida provide that sales tax and use taxes are payable by the Successful Proposer upon the tangible personal property incorporated in the work and such taxes shall be paid by the Successful Proposer and shall be deemed to have been included in the proposal. The City is exempt from all State and Federal sales, use and transportation taxes.

Proposal prices include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment or process, or service to be performed under the contract, and shall indemnify the City, its officers, agents, and employees for any costs, including litigation costs and attorneys' fees through the appellate process, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of work.

**5.6 Government Purchasing Council.** Hillsborough County Government Purchasing Council members may, at their discretion or option, utilize this bid as they require. Estimated quantities for Hillsborough County GPC members have not been included in the Bid Response form. Purchases by these entities may increase the value of the award. A list of the members of the GPC is contained within this bid document.

**5.7 Use Of State Contract, GPC, Or Cooperative Purchasing Bids.** The City of Tampa reserves the right to utilize applicable State of Florida Contracts, GPC Bids, or those contracts of any other federal, state, or local governmental entity under the terms of a bid submitted to such entity, provided that such contract is procured in compliance with the procuring entity's law, bylaws, regulations, or ordinances regarding competitive solicitation, which must provide for full and open competition for any items covered by this specification when the use of same is in the best interest of the City of Tampa.

**5.8 Homeland Security E-Verify System.** The Successful Proposer represents and warrants that it is in compliance with all federal, state and local laws related to the requirement of an employer to verify an employee's eligibility to work in the United States. The funding source for this procurement is through a federal grant. The Successful Proposer is required pursuant to applicable federal law to use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of its new hires as well as existing workforce as applicable to this solicitation and those of its subcontractors. To learn more about E-Verify go to: [www.DHS.gov/E-Verify](http://www.DHS.gov/E-Verify).

**5.9 Payment.** Payment for the contracted System and for the implementation services rendered pursuant to any agreement resulting from this RFP shall be made in amounts and at times set forth in the resulting Agreement. A purchase order will be issued, and all invoices must reference the purchase order number. The City shall make payment upon receipt of proper invoicing in accordance and in conformity with payment dates for bills and claims as established. Prior to payment, the Successful Proposer must submit an original dated itemized invoice of services rendered.

(Photographs or facsimiles of invoices will not be accepted.) Any reimbursement for expenses, as allowed in the Contract and that are included in the invoice(s), must be supported with attached original billings for such expenses. Payment by City is to be made pursuant to Florida's Prompt Payment Act, section 218.70 - 218.79, Florida Statutes. The City does not pay service charges on late payments; however, the City is subject to Florida's Prompt Payment Act. (See Section 218.70 - 218.79, Florida Statutes.) Proposers that accept Visa/Mastercard payments can be enrolled in the City's ePayables program for faster payment turnaround, by contacting the City's Accounts Payable Department at [acctspayable@tampagov.net](mailto:acctspayable@tampagov.net).

**5.10 Minimum Wage Amendment.** The Successful Proposer shall comply with the minimum wage requirements as required in Article X, Section 24, Constitution of the State of Florida as of May 2, 2005.

The rate of wages for all persons employed by the Successful Proposer on the work covered shall not be less than the rate of wages required by the Fair Labor Standards Act (Public Law 104-188) enacted August 20, 1996.

**5.11 Invoicing.** The Successful Proposer shall furnish the City complete itemized invoices for work performed. Invoices are to reflect the prices stipulated on the purchase order and as outlined in this bid/proposal itemizing parts, labor hours, materials, etc. The City will not accept an aggregate invoice. As part of the award process, the City may request a sample invoice. Invoices shall contain, but not be limited to the following information:

- Invoice number;
- Company Name;
- City work order number (if applicable);
- Purchase order number;
- Location and dates of work;
- Cost of work as stated on Bid Response and extended price to reflect total cost for number of times work was performed.

**5.12 Default/Re-award.** Any contract resulting from this specification may be cancelled by the Director of Purchasing in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms, including the failure of the Contractor to deliver materials or services within the time stipulated in this specification, unless extended in writing by the Director of Purchasing. In the event a contract is cancelled because of the default of the Contractor, the Director of Purchasing may: (i) purchase the materials or services specified in this specification on the open market; or (ii) make an award to the next best Proposer and establish the period of such award, provided such period is no longer than the award period set forth in this specification.

**5.13 Convicted Vendor List (Public Entity Crime).** 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 proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$10,000.00 and greater) for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida State Statute 287.133 (2)(a)]

## **6. INSURANCE REQUIREMENTS**

During the life of the award/contract the Awardee/Contractor shall provide, pay for, and maintain insurance with companies authorized to do business in Florida, with an A.M. Best rating of B+ (or better) Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best. **All insurance shall be from responsible companies duly authorized to do business in the State of Florida.** All commercial general liability insurance policies (and Excess or Umbrella Liability Insurance policies, only if applicable) shall provide that the City is an additional insured as to the operations of the Awardee/Contractor under the award/contract including the additional insured endorsement, the subrogation waiver endorsement, and the Severability of Interest Provision. In lieu of the additional named insured requirement, if the Awardee/Contractor's company has a declared existing policy which precludes it from including additional insureds, the City may permit the Contractor to purchase an Owners and Contractors Protective Liability policy. Such policy shall be written in the name of the City at the same limit as is required for General Liability coverage. The policy shall be evidenced on an insurance binder which must be effective from the date of issue until such time as a policy is in existence and shall be submitted to the City in the manner described below as applicable to certificates of insurance. The insurance coverages and limits required must be evidenced by a properly executed Acord 25 Certificates of Insurance

on form. Each Certificate must be personally manually signed by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. City no longer requires direct notice of cancellation. The City requires contractor/vendor to fax a copy of insurer's cancellation notice upon receipt within 2 business days to the Purchasing Department or be in breach of contract. Should any aggregate limit of liability coverage be reduced, it shall be immediately increased back to the limit required by the award/contract. The insurance coverages required herein are to be primary to any insurance carried by the City or any self-insurance program thereof. All claims made insurance policies must provide the retroactive date on the proof of coverage.

Within five working days of receipt of notification of intent to award, the successful Bidder/Proposer shall provide the City of Tampa Purchasing Department the required insurance on the Acord 25 certificate of insurance form. Failure to furnish by the 10th working day may disqualify Bidder/Proposer as non-responsible, unless the due date is extended by the Director of Purchasing or his Designee.

The City may waive any or all of these requirements based on the specific nature of goods or services to be provided under the award/contract.

The Successful Proposer will be required to provide and pay for the following:

**a. Commercial General Liability Insurance** shall be provided on the most current Insurance Services Office (ISO) form or its equivalent. This coverage must be provided to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, contractual liability, and XCU exposures (if applicable). Completed operations liability coverage shall be maintained for a minimum of one-year following completion of work. The amount of Commercial General Liability insurance shall not be less than the amount specified.

\$1,000,000 per occurrence and a \$2,000,000 general aggregate.

**b. Automobile Liability Insurance** shall be maintained in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. The amount of Automobile Liability Insurance shall not be less than the amount specified.

- (a) \$500,000 combined single limit each occurrence bodily injury & property damage.
- (b) \$1,000,000 combined single limit each occurrence bodily injury & property damage.

The letter preceding the limits of coverage indicates the insurance required for the type of award based on Total Proposal Price.

- (a) \$100,000 and under
- (b) \$100,000 and over

**c. Worker's Compensation and Employer's Liability Insurance** shall be provided for all employees engaged in the work under the award, in accordance with the laws of the State of Florida. The amount of the Employer's Liability Insurance shall not be less than the amount specified.

**Worker's Compensation:** Florida Statutory Requirements

**Employer's Liability:**

- (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee.
- (b) \$1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee.

The letter preceding the limits of coverage indicates the insurance required for type of award based on Total Proposal Price.

- (a) \$100,000 and under
- (b) \$100,000 and over

**d. Excess Liability Insurance (Umbrella Policy)** may compensate for a deficiency in general liability, automobile, or worker's compensation insurance coverage limits.



e. **Fidelity/Dishonesty/Liability Coverage** is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in loss to the City.

The liability limits shall not be less than: \$100,000

f. **Cyber & Privacy Protection Liability:** This insurance shall be a "claims made" type policy written in comprehensive form and shall protect the Other Party and the additional insured against claims arising from anyone's acts, errors or omissions including but not limited to outsourcers or vendors and any electronic or non-electronic security events whatsoever for:

- 1) **your** actual or alleged breach of any confidence, or violation or infringement of any rights to privacy or other legal protections for personal information, including but not limited to breach of a person's right of publicity, false light, intrusion upon a person's seclusion, public disclosure of a person's private information, or misappropriation of a person's picture or name for commercial gain;
- 2) **your** breach of duty to:
  - i. protect the security and confidentiality of customer records and information;
  - ii. protect against any anticipated threats or hazards to the security or integrity of such records;
  - iii. protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer;
  - iv. protect any personally identifiable information, or other private or confidential information;

under any statute including but not limited to HIPAA and GLB acts, or under any contract, including but not limited to **your** privacy statement;

The retroactive date of this "claims made" policy must be earlier than or equal to the start date of this contract. The Other Party is required to continue to purchase this coverage for a minimum of three years beyond the completion of this project.

The liability limits shall not be less than \$1,000,000 per occurrence.

**IMPORTANT:** The City of Tampa uses Ebix Services Group to manage its insurance certificates and related documentation. Upon insurance expiration, Ebix staff will notify the Successful Proposer to request updated insurance certificate(s) and endorsement(s).

## 7. LIQUIDATED DAMAGES

It shall be mutually agreed between the City and the Successful Proposer that time is the essence of this Contract and that there will be on the part of the City considerable monetary damage in the event that the Successful Proposer should fail to complete the work within the time fixed for completion in the Contract or within the time to which such completion has been extended. Upon failure to complete the project in accordance with the specifications, Contract terms and to the satisfaction of the City within the time stated, the Successful Proposer shall be subject to an assessment of liquidated damages in the amount of \$500.00 for each and every calendar day the work remains incomplete (not to exceed the total amount of the contract) as compensation due to the City for loss of use and for additional costs incurred by the City due to such non-completion of the work. This amount shall, in no event, be considered as a penalty or otherwise than as liquidated and adjusted damages to the City because of the delay. The Successful Proposer agree that the City shall have the right to deduct said liquidated damages from any amount due or that becomes due to the Successful Proposer under the terms of the Contract or to invoice the Successful Proposer for such damages if the costs incurred exceed the amount due the Successful Proposer. If not so deductible or payable by the Successful Proposer, his Surety shall be liable therefor.

## **8. PERFORMANCE AND PAYMENT BOND**

A Performance and Payment Bond issued in a sum equal to One Hundred percent (100%) of the total awarded Contract amount by a Surety company considered satisfactory by the City and otherwise authorized to transact business in the State of Florida shall be required from the Successful Proposer for purposes of insuring the faithful performance of the obligations imposed by the resulting Contract. The Performance and Payment Bond must be properly executed by the Surety company and Successful Proposer and submitted to the City within twenty (20) Days after notification by the City of award of the Contract. In lieu of the Bond required by this section, the Successful Proposer may file with the City an alternative form of security which shall be in the form of money order, certified check, cashier's check, irrevocable letter of credit, or alternative securities of the type listed in part II of chapter 625, Florida Statutes. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the Bond required by this section. The determination of the value of such alternative forms of security shall be made by the City. The Performance and Payment Bond form is contained herein as Attachment D.

The City reserves the right to negotiate the final type and amount of bonding, but require 100% coverage as specified herein as part of the proposal.

End of Section II

**SECTION III. BIDDER'S AFFIDAVIT AND PROPOSAL SIGNATURE FORMS**

**BIDDER'S AFFIDAVIT**

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared

---

AFFIANT'S NAME

Who, after being duly cautioned and sworn, and being fully aware of the penalties of perjury, does hereby depose and declare, on his own behalf or as a representative on behalf of a partnership or corporation, or other entity that is the Bidder in the matter at hand, as follows:

1. That the Bidder, if a natural person, is of lawful age.
2. That if the Bidder is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.
3. That if the Bidder is operating under a fictitious name, Bidder has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;
4. That the Bidder has not submitted a rigged Bid, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this bid with any other natural person, partnership, corporation or other entity making a bid for the same purpose. The Bidder has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.
5. In the event that the City determines that the Bidder has participated in any collusive, deceptive or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Bidder. The contract let under such circumstances shall be deemed invalid.
6. That the Bidder is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County or the State of Florida.
7. That no officer or employee of the City, either individually or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract or award to this Bidder; nor does the Bidder know of any City officer or employee having any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of the contract to this Bidder.
8. That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.

FURTHER AFFIANT SAYETH NOT.

Bidder: Complete the applicable Acknowledgement for An Individual Acting In His Own Right, A Partnership or A Corporation, according to your firm/company type.

**FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT**

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
20\_\_ by \_\_\_\_\_, who is personally known to me or who has produced identification and who  
did (did not) take an oath.

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

\_\_\_\_\_  
Signature of Affiant

Notary Public

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

My Commission

Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

**FOR A PARTNERSHIP**

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
20\_\_ by \_\_\_\_\_, who is a partner on behalf of \_\_\_\_\_, a  
partnership. He/She is personally known to me or has produced identification and did (did not) take an oath.

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

\_\_\_\_\_  
Signature of Affiant

Notary Public

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

My Commission

Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

**FOR A CORPORATION**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by who

is \_\_\_\_\_  
(Title)  
of \_\_\_\_\_

\_\_\_\_\_  
(Corporation Name)  
a corporation under the laws of the State of \_\_\_\_\_, on behalf of the said corporation.  
He/She is personally known to me or who has produced identification and who did (did not) take an oath.

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

\_\_\_\_\_  
Signature of Affiant

Notary Public  
State of: \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

**PROPOSAL SIGNATURE FORM  
FOR  
DOWNTOWN TAMPA CLOSED CIRCUIT TELEVISION (CCTV) SYSTEM**

In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to provide **RFP# 61091611, DOWNTOWN TAMPA CLOSED CIRCUIT TELEVISION (CCTV) SYSTEM**, in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation. This completed Proposal Signature form must be submitted with the Proposer's written proposal and will become a part of any agreement that may be awarded. This Proposal Signature Form must be signed by an authorized representative as defined in Section II. General Conditions, Subsection 3. Content of Proposal of this RFP. **If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.**

**Please type or print:**

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

Type Organization:      Individual                    Small Business            Non-Profit  
                                   Partnership                    Corporation                Joint Venture

Attach copies of all such licenses, permits or certificates issued to the business entity.

Business is licensed, (unless exempt by applicable law) permitted or certified to do business in the State of Florida:

Yes    No. License # \_\_\_\_\_

State of FL Corporation ID# (from Sec'y of State): \_\_\_\_\_

State of FL Fictitious Name Reg.# (from Sec'y of State): \_\_\_\_\_

Federal I.D. #: \_\_\_\_\_

Minority Business Status:  Black    Hispanic    Woman

Is your business certified as a minority business with any government agency?  Yes  No. If yes, please list below:

Agency Name	Certification Number	Expiration Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

End of Section III

**SECTION IV. SUB-CONTRACTING FORMS AND PAYMENT FORM**



**City of Tampa – DMI -Schedule of All Sub-(Contractors/Consultants/Suppliers) Solicited**

Contract No.: **11-P-00733** Contract Name: **DOWNTOWN TAMPA CLOSED CIRCUIT TELEVISION (CTTV) SYSTEM #61091611**

Contractor Name: \_\_\_\_\_ Address \_\_\_\_\_

Federal ID \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

No Sub-Contracting Opportunities existed for this contract.

No Firms were contacted because \_\_\_\_\_

See attached documents.

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

**This DMI Schedule Must Be Submitted with the Bid or Proposal (Do Not Modify This Form)**

S = SLBE	Company Name Address Phone & Fax	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services  NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Resp. Rec'd Y/N

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub - contracting opportunities on this contract. This form must be submitted with the bid or proposal. Modifying or failing to sign DMI forms may result in Non-Compliance.

Signed \_\_\_\_\_ Name/Title \_\_\_\_\_ Date: \_\_\_\_\_

**Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form  
(Form MBD-10)**

This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that directly follow are for the form heading information pertaining to the project and prime.

**Contract No.** This is the number assigned by the City of Tampa for the bid or proposal

**Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.

**Contractor Name.** The name of your business.

**Address.** The physical address of your business.

**Federal ID.** FIN. A number assigned to your business for tax reporting purposes.

**Phone.** Telephone number to contact business.

**Fax.** Fax number for business.

**Email.** Provide email address for electronic correspondence.

**No Subcontracting Opportunities existed for this Contract.** Checking the box indicates that a pre-determined Subcontract Goal was not set by the City and, as a result; your business will not use subcontractors but will self-perform all work. If during the administration of the contract you use subcontractors, the “Sub-(Contractors/Consultants/Suppliers) Payments” form must be submitted with your invoices. Note: Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.

**No Firms were contracted because.** Provide brief explanation why no subcontractors were used.

**See attached documents.** Check if you have provided any additional documentation relating to the form.

The following instructions are for information of any and all subcontractors solicited.

**SLBE.** Enter “S” for firms Certified by the City of Tampa as Small Local Business Enterprises. Change order.

**Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.

**Company Name, Address, Phone & Fax.** Provide company information for verification of payments.

**Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.

**Trade, Services, or Materials** Indicate the trade, service, or material provided by the subcontractor. NIGP codes are listed at top section of document.

**Contract Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method of soliciting for bid.

**Quote or Resp. (response) Rec’d (received) Y/N.** Indicate “Y” Yes if you received a quotation or if you received a response to your solicitation. Indicate “N” No if you received no response to your solicitation from the subcontractor.

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.





**City of Tampa – DMI Schedule of Sub-(Contractors/Consultants/Suppliers) to be Utilized**

Contract No.: **11-P-00733** Contract Name: **DOWNTOWN TAMPA CLOSED CIRCUIT TELEVISION (CTTV) SYSTEM #61091611**

Contractor Name: \_\_\_\_\_ Address \_\_\_\_\_

Federal ID \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

[ ] See attached documents.

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises

S = SLBE	Company Name Address Phone & Fax	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials  NIGP Code Listed above	Amount of Quote. Letter of Intent if available.	Percent of Contract %
Federal ID					

**Total Subcontract/Supplier Utilization \$ \_\_\_\_\_**

**Total SLBE Utilization \$ \_\_\_\_\_**

**Percent SLBE Utilization of Total Bid/Proposal Amt. \_\_\_\_\_%**

Certification: It is hereby certified that the following information is a true and accurate account of utilization for sub - contracting opportunities on this contract. **(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)**

Signed \_\_\_\_\_ Name/Title \_\_\_\_\_ Date: \_\_\_\_\_

**Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form (Form MBD-20)**

This form must be submitted with all bids or proposals if subcontracting will be performed. All subcontractors projected to be utilized must be included on this form.

**Contract No.** This is the number assigned by the City of Tampa for the bid or proposal

**Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.

**Contractor Name.** The name of your business.

**Address.** The physical address of your business.

**Federal ID. FIN.** A number assigned to your business for tax reporting purposes.

**Phone.** Telephone number to contact business.

**Fax.** Fax number for business.

**Email.** Provide email address for electronic correspondence.

**See attached documents.** Check if you have provided any additional documentation relating to the payment data.

The following instructions are for information of any and all subcontractors solicited.

**Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.

**SLBE.** Enter "S" for firms Certified by the City as Small Local Business Enterprises.

**Company Name, Address, Phone & Fax.** Provide company information for verification of payments.

**Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.

**Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. NIGP codes are available at <http://www.tampagov.net/mbd>.

**Amount of Quote, Letters of Intent** (required for Women/Minority Business Enterprises)

**Percent of Contract.** Indicate the percent of the total contract price the subcontract(s) represent.

**Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract.

**Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract.

**Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid amount.

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.



**City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments** [ ] Partial [ ] Final

Contract No.: 11-P-00733WO#,(if any) \_\_\_\_\_ Contract Name: DOWNTOWN TAMPA CLOSED CIRCUIT TELEVISION (CTTV) SYSTEM #61091611  
 Contractor Name: \_\_\_\_\_ Address \_\_\_\_\_  
 Federal ID \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_  
 GC Pay Period \_\_\_\_\_ Payment Request/Invoice Number: \_\_\_\_\_ City Department: \_\_\_\_\_

Total Amount Requested for pay period: \_\_\_\_\_ Total Contract Amount(including change orders): \_\_\_\_\_

◀ -Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM ▶ Native Am., CF CM = Caucasian S = SLBE

Type	Company Name Address Phone & Fax	Total Sub Contract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
Trade/Work Activity			Amount Pending Previously Reported	Sub Pay Period Ending Date
[ ]Sub [ ]Supplier				
Federal ID				
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

Certification: I hereby certify that the above information is a true and accurate account of payments to sub – contractors/consultants on this contract.

Signed \_\_\_\_\_ Name/Title \_\_\_\_\_ Date: \_\_\_\_\_

**(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)**

DMI form 30 (rev. 03/12/10) Pg \_\_ of \_\_  
 [ ] See attached for additional information.

**Instructions for completing The DMI Sub-(Contractors/Consultants/ Suppliers) Payment Form  
(Form MBD-30)**

This form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the pay period. If applicable, after payment has been made to the subcontractor, “Waiver and Release of Lien upon Progress Payment”, “Affidavit of Contractor in Connection with Final Payment”, or an affidavit of payment must be submitted with the amount paid for the pay period. The following will detail what data is required for this form. The instructions that directly follow are for the form heading information pertaining to the project and prime. **(Modifying or omitted information from this form my result in non-compliance.)**

**Contract No.** This is the number assigned by the City of Tampa for the bid or proposal

**W.O.#** If the report covers a work order number (W.O.#) for the contract, please indicate it in that space.

**Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.

**Contractor Name.** The name of your business.

**Address.** The physical address of your business.

**Federal ID.** A number assigned to a business for tax reporting purposes.

**Phone.** Telephone number to contact business.

**Fax.** Fax number for business.

**Email.** Provide email address for electronic correspondence.

**Pay Period.** Provide start and finish dates for pay period. (e.g. 05/01/07 – 05/31/07)

**Payment Request/Invoice Number.** Provide sequence number for payment requests. (ex. Payment one, write 1 in space, payment three, write 3 in space provided.)

**City Department.** The City of Tampa department to which the contract pertains.

**Total Amount Requested for pay period.** Provide all dollars you are expecting to receive for the pay period.

**Total Contract Amount (including change orders).** Provide expected total contract amount. This includes any change orders that may increase or decrease the original contract amount.

**Signed/Name/Title/Date.** This is your certification that the information provided on the form is accurate.

**See attached documents.** Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.

**Partial Payment.** Check if the payment period is a partial payment, not a final payment. Located at the top right of the form.

**Final Payment.** Check if this period is the final payment period. Located at the top right of the form.

The following instructions are for information of any and all subcontractors used for the pay period.

**(Type) of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business or SLBE.

**Trade/Work Activity.** Indicate the trade, service, or material provided by the subcontractor.

**SubContractor/SubConsultant/Supplier.** Please indicate status of firm on this contract.

**Federal ID.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.

**Company Name, Address, Phone & Fax.** Provide company information for verification of payments.

**Total Subcontract Amount.** Provide total amount of subcontract for subcontractor including change orders.

**Amount Paid To Date.** Indicate all dollars paid to date for the subcontractor.

**Amount Pending, Previously Reported.** Indicate any amount previously reported that payments are pending.

**Amount To Be Paid for this Period.** Provide dollar amount of dollars requested for the pay period.

**Sub Pay Period Ending Date.** Provide date for which subcontractor invoiced performed work.

*Forms must be signed and dated or will be considered incomplete. The company authorized representative must sign and certify the information is true and accurate. Failure to sign this document or return the document unsigned can be cause for determining a company is in non-compliance of Ordinance 2008-89.*

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.



**City of Tampa  
Official Letter of Intent**

A Letter of Intent is required for each SLBE listed on the Schedule of Subcontractors to be Utilized (MBD-20 Form). Letter of Intent must be signed by both the Proposer and SLBE firm.

**Proposal/Contract Number:** \_\_\_\_\_

**Proposal/Contract Name:** \_\_\_\_\_

**A. To be completed by the Proposer**

Name of Proposer: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**B. To be completed by SLBE**

Name of SLBE: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**C. Identify the scope of work to be performed or item(s) to be supplied by the SLBE. On unit price bids, identify to which bid line item the SLBE's work scope or supply corresponds:**

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

**D. Cost of work to be performed by SLBE:** \_\_\_\_\_

**E. Cost of work to be performed by SLBE as a percent of total City contract amount:\$** \_\_\_\_\_

**Proposer certifies that it intends to utilize the SLBE listed above, and that the work described above is accurate. Proposer will provide City with copy of the related subcontract agreement and/or purchase order prior to commencement of the SLBE's work. The SLBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.**

Proposer: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature and Title

SLBE Firm: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature and Title

**Official Letter of Intent Instructions  
City of Tampa  
Equal Business Opportunity Program**

The Official Letter of Intent must be submitted to the soliciting department within ten (10) work days of the proposal being received, prior to award. Not providing all letters of intent within the prescribed time frame may be cause to delay award or declare the proposal be non-responsive.

**Proposal/Contract Number**- Please provide proposal/contract number provided by City of Tampa procuring department.

**Proposal/Contract Name** – Please provide proposal/contract name provided by City of Tampa procuring department.

**To be Completed by the Proposer/Service Provide** – Please provide Proposer’s detailed company information as indicated.

**To be completed by the SLBE** – Please provide SLBE subcontractor detailed company information as indicated.

**Proposer is to Identify the scope of work to be performed or item(s) to be supplied by the SLBE. On unit price bids identify, which bid line item the SLBE’s scope of work or supply corresponds** – Please provide details of the services or supplies the SLBE will provide.

**Cost of work to be performed by SLBE** – Provide agreed upon estimate of work or supplies total price (Unit prices are accepted if specific quantities have yet to be determined).

**Proposer** – Signature of authorized agent for the prime contractor or main bidder with date signed.

**SLBE firm** – Signature of authorized agent for the SLBE subcontractor or supplier with date signed.

**Contract Confirmation** – A copy of the executed subcontract agreement and/or purchase order with the SLBE must be filed with the City of Tampa immediately upon execution and/or prior to commencement of work by SLBE.

**ATTACHMENT A - PROPOSER SECURITY PRE-QUALIFICATION SUBMISSION FORM**

The City of Tampa RFP for a CCTV system is in preparation for the Republican National Conference (RNC). Because of the security concerns related to such an event, there will be close scrutiny of all companies and employees involved in the preparation and execution of this CCTV project. Companies that desire to submit a proposal in response to the City of Tampa's RFP for **DOWNTOWN TAMPA CLOSED CIRCUIT TELEVISION (CCTV) SYSTEM, RFP # 61091611** must complete and return this form prior to the pre-proposal conference. A security review including a criminal history check will be performed based upon the information given below. Any false information provided will automatically disqualify a company from participation in the CCTV project.

Name of Company: \_\_\_\_\_

Address of Company Headquarters: \_\_\_\_\_

Company Telephone Number: \_\_\_\_\_

Company representative name(s), title, date(s) of birth, telephone number(s) and email address(es) that will be attending the pre-proposal conference:

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

Drivers License Number(s) and State(s) of Issue for Company representative(s) attending pre-proposal conference:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Company representative name(s), title, date(s) of birth, telephone number(s) and email address(es) that will be performing the site survey:

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

Drivers License Number(s) and State(s) of Issue for Company representative(s) performing the site survey:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Please provide contact information for 3 government agencies that your company has designed and implemented a large scale CCTV system with a minimum of 50 cameras.

**Reference One**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Type of Installation: \_\_\_\_\_

Name, email address and phone number of Company Representative (Point of Contact for CCTV project):

\_\_\_\_\_

---

**Reference Two**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Type of Installation: \_\_\_\_\_

Name, email address and phone number of Company Representative (Point of Contact for CCTV project):

\_\_\_\_\_

---

**Reference Three**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Type of Installation: \_\_\_\_\_

Name, email address and phone number of Company Representative (Point of Contact for CCTV project):

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By signing below, the Company listed above agrees that all of its employees working on this project will be informed that the location of the camera installations and the monitoring locations will be considered confidential. Any disclosure of this information to unauthorized persons could put this project and contract at risk. Company agrees to ensure the same standard of care to protect this information as is used to protect its own confidential and proprietary information.

\_\_\_\_\_  
Company's Authorized Representative's Signature

\_\_\_\_\_  
Printed Name of Company's Authorized Representative

\_\_\_\_\_  
Company's Authorized Representative's Title

\_\_\_\_\_  
Date



**ATTACHMENT A - PROPOSER SECURITY PRE-QUALIFICATION SUBMISSION FORM (CONTINUED)**

Once the Proposer has been qualified, the City will provide the list of sites as well as the monitoring locations to the qualified Proposer via Federal Express. Please provide the following information in order to receive the package.

**The City will only be responsible for sending the package to one person.**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

After the pre-proposal conference, any addenda, additional documents or correspondence relating to this RFP will be provided directly from the Purchasing Department via email to the qualified Proposer. Please provide who should be receiving the City's emails. **The City will only be responsible for notifying one person.**

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

**ATTACHMENT B –CCTV FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS**

Under separate Excel File on DemandStar

## **ATTACHMENT C - ASP (SAAS) SECURITY STANDARDS**

### **1.0 Overview**

This document defines the minimum security criteria that an Application Service Provider (ASP) must meet in order to be considered for use by the City of Tampa. As part of the ASP selection process, the ASP Vendor must demonstrate compliance with the Standards listed below by responding in writing to EVERY statement and question in the six categories. The City of Tampa Technology & Innovation Security Office (TISO) will closely review the vendor responses, and will suggest remediation measures in any areas that fall short of the minimum security criteria. TISO approval of any given ASP resides largely on the vendor's response to this document.

- TISO reserves the right to waive portions of these security requirements during the respondent review process. Acceptable levels of protection may vary based on the application and data classification mix. TISO will extend every opportunity to accept due care baselines.
- These Standards are subject to additions and changes – proper notification will be provided as necessary.

### **2.0 Scope**

This document can be provided to ASPs that are either being considered for use by the City of Tampa, or have already been selected for use.

### **3.0 Responding to These Standards**

TISO is looking for explicitly detailed, technical responses to the following statements and questions. ASPs should format their responses directly beneath the Standards (both questions and requirements) listed below. In addition, please include any security whitepapers, technical documents, or policies that you may have.

Answers to each Guideline should be specific and avoid generalities, e.g.:

#### **Examples:**

Bad: "We have hardened our hosts against attack."

Good: "We have applied all security patches for Windows 2003 as of 8/31/2007 to our servers. Our Administrator is tasked with keeping up-to-date on current vulnerabilities that may affect our environment, and our policy is to apply new patches during our maintenance period (2300hrs, Saturday) every week. Critical updates are implemented within 24 hours. A complete list of applied patches is available to the City of Tampa."

Bad: "We use encryption."

Good: "All communications between our site and the City of Tampa will be protected by IPSec ESP Tunnel mode using 168-bit TripleDES encryption, SHA-1 authentication. We exchange authentication material via either out-of-band shared secret, or PKI certificates."

### **4.0 Standards**

#### **4.1 General Security**

1. The City of Tampa reserves the right to periodically audit the ASP's application infrastructure to ensure compliance with the ASP Policy and these Standards. Non-intrusive network audits (basic portscans, etc.) may be done randomly, without prior notice. More intrusive network and physical audits may be conducted on site with 24 hours notice.
2. The ASP must provide a proposed architecture document that includes a full network diagram of the City of Tampa Application Environment, illustrating the relationship between the Environment and any other relevant networks, with a full data flowchart that details where the City of Tampa data resides, the applications that manipulate it, and the security thereof.
3. The ASP must be able to immediately disable all or part of the functionality of the application should a security issue be identified.

## 4.2 Physical Security

1. The equipment hosting the application for the City of Tampa must be located in a physically secure facility, which requires badge access at a minimum.
2. The infrastructure (hosts, network equipment, etc.) hosting the City of Tampa application must be located in a locked cage-type environment.
3. The City of Tampa shall have final say on who is authorized to enter any locked physical environment, as well as access the City of Tampa Application Infrastructure.
4. The ASP must disclose who amongst their personnel will have access to the environment hosting the application for the City of Tampa.
5. The City of Tampa's Technology & Innovation Security Office (TISO) requires that the ASP disclose their ASP background check procedures and results prior to TISO granting approval for use of an ASP.

## 4.3 Network Security

1. The network hosting the application must be air-gapped from any other network or customer that the ASP may have. This means the City of Tampa application environment must use separate hosts, and separate infrastructure.
2. How will data go between the City of Tampa and the ASP? Keep in mind the following two things:
  - a. If the City of Tampa will be connecting to the ASP via a private circuit (such as frame relay, etc.), then that circuit must terminate on the City of Tampa extranet, and the operation of that circuit will come under the procedures and policies that govern the City of Tampa TISO Security Policy.
  - b. If, on the other hand, the data between the City of Tampa and the ASP will go over a public network such as the Internet, appropriate firewalling technology must be deployed by the ASP, and the traffic between the City of Tampa and the ASP must be protected and authenticated by cryptographic technology (See Cryptography below).

## 4.4 Host Security

1. The ASP must disclose how and to what extent the hosts (Unix, NT, etc.) comprising the City of Tampa application infrastructure have been hardened against attack. If the ASP has hardening documentation for the application infrastructure, provide that as well.
2. The ASP must provide a listing of current patches on hosts, including host OS patches, web servers, databases, and any other material application.
3. Information on how and when security patches will be applied must be provided. How does the ASP keep up on security vulnerabilities, and what is the policy for applying security patches?
4. The ASP must disclose their processes for monitoring the integrity and availability of those hosts.
5. The ASP must disclose their processes for Backup and Recovery of those hosts.
6. The ASP must provide information on their password policy for the City of Tampa application infrastructure, including minimum password length, password generation guidelines, and how often passwords are changed.
7. The City of Tampa cannot provide internal usernames/passwords for account generation, as TISO is not comfortable with internal passwords being in the hands of third parties. With that restriction, how will the ASP authenticate users? (e.g., LDAP, Netegrity, Client certificates.)
8. The ASP must provide information on the account generation, maintenance and termination process, for both maintenance as well as user accounts. Include information as to how an account is created, how account information is transmitted back to the user, and how accounts are terminated when no longer needed.

#### **4.5 Web Security**

1. At the City of Tampa's discretion, the ASP may be required to disclose the specific configuration files for any web servers and associated support functions (such as search engines or databases).
2. Please disclose whether, and where, the application uses Java, Javascript, ActiveX, PHP or ASP (active server page) technology.
3. What language is the application back-end written in? (C, Perl, Python, VBScript, etc.)
4. Please describe the ASP process for doing security Quality Assurance testing for the application. For example, testing of authentication, authorization, and accounting functions, as well as any other activity designed to validate the security architecture.
5. Has the ASP done web code review, including CGI, Java, etc, for the explicit purposes of discovery and remediation of security vulnerabilities? If so, who did the review, what were the results, and what remediation activity has taken place? If not, when is such an activity planned?

#### **4.6 Cryptography**

1. The City of Tampa application infrastructure cannot utilize any "homegrown" cryptography – any symmetric, asymmetric or hashing algorithm utilized by the City of Tampa application infrastructure must utilize algorithms that have been published and evaluated by the general cryptographic community.
2. Encryption algorithms must be of sufficient strength to equate to 168-bit TripleDES.
3. Preferred hashing functions are SHA-1 and MD-5.
4. Connections to the ASP utilizing the Internet must be protected using any of the following cryptographic technologies: IPSec, SSL, SSH/SCP, PGP.
5. If the City of Tampa application infrastructure requires PKI, please contact the City of Tampa Technology & Innovation Security Office for additional guidance.

**ATTACHMENT D**

**FORM OF PERFORMANCE AND PAYMENT BOND**

Bond# \_\_\_\_\_

(State OF FLORIDA)

(COUNTY OF \_\_\_\_\_)

**KNOW ALL MEN BY THESE PRESENTS:**

That we, \_\_\_\_\_ (hereinafter called the "Principal"), located at  
(Company Name)  
\_\_\_\_\_, (\_\_\_\_) \_\_\_\_\_, and \_\_\_\_\_  
(Principal Business Address) (Phone Number) (Surety Name)

(hereinafter called the "Surety"), a surety company duly qualified and authorized under the laws of the State of Florida,  
located at \_\_\_\_\_, (\_\_\_\_) \_\_\_\_\_,  
(Surety Business Address) (Phone Number)

are held and firmly bound unto the City of Tampa, Florida (hereinafter called the "City") located at 315 East Kennedy  
Boulevard, Tampa, Florida 33602, phone: (813) 274-8353, in the penal sum of: \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_), for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns,  
jointly and severally, for the faithful performance of a certain written contract, dated the \_\_\_\_ day of \_\_\_\_\_,  
2011, entered into between the Principal and the City ("Contract") for:

Downtown Tampa Closed Circuit Television (CCTV) System  
RFP No. \_\_\_\_\_ dated \_\_\_\_\_

NOW, THEREFORE, THE CONDITIONS of this bond are such that, if the Principal shall (i) in all respects comply with the  
terms and conditions of the Contract (the Contract being made a part of this bond by reference), including but not  
limited to the guarantee and warranty requirements, all obligations contained in the Contract Documents (as defined in  
the Contract) and all modifications made to the Contract as therein provided, for the original term of the Contract and any  
extensions which may be granted by the City, with or without notice to the Surety; and (ii) promptly make payments to  
all persons supplying labor, materials, or supplies used directly or indirectly in the prosecution of the work provided for in  
the Contract; and (iii) pay the City all losses, damages, liquidated damages, expenses, costs, and attorneys' fees at trial  
and on appeal sustained by the City due to the default by Principal under the Contract; and (iv) fulfill its obligations  
related to the guarantee and warranty of all work and materials furnished under the Contract pursuant to the terms and  
conditions specified in the Contract, then this bond shall be void; otherwise, it shall remain in full force.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to  
the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same  
shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of  
time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, witness the hands and seals of the parties hereto this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Principal Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name/Title)

SEAL

ATTEST:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
SURETY NAME

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Print Name)

APPROVED AS TO FORM:

\_\_\_\_\_  
Marcella T. Hamilton  
Assistant City Attorney

SEAL

Note: A copy of a power of attorney attested by the corporate secretary of the Surety evidencing the Attorney-in-Fact named above is currently authorized to execute this bond on behalf of the Surety must be attached to the bond.

**Acknowledgment of Principal, If a Corporation**

(State of Florida)

(COUNTY OF \_\_\_\_\_)

(CITY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,

by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_  
(Name and Title of Officer) (Name of Principal) (State of Corporation)

Corporation, on behalf of said corporation. HE/She is personally known to me or has produced

\_\_\_\_\_ as identification. He/She warrants that he/she is authorized by the  
(Type of Identification)

Board of Directors of said corporation to execute the foregoing instrument.

NOTARY PUBLIC:

Sign: \_\_\_\_\_

Print/Type: \_\_\_\_\_

SEAL



**Acknowledgment of Surety,  
(Where Executed by Attorney-in-Fact, as Agent)**

(STATE OF FLORIDA)

(COUNTY OF \_\_\_\_\_)

(CITY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ as Attorney-in-Fact for \_\_\_\_\_,  
(Name of Attorney-in-Fact) (Name of Surety)

Who is personally known to me or has produced \_\_\_\_\_ as  
(Type of Identification)

identification.

By virtue of a power of attorney from said corporation, a copy of which is attached hereto, he/she is duly authorized to execute the foregoing instrument.

NOTARY PUBLIC:

Sign: \_\_\_\_\_

Print/Type: \_\_\_\_\_

SEAL