

CITY OF TAMPA



Bob Buckhorn, Mayor

Purchasing Department

Gregory K. Spearman, CPPO, FCCM
Purchasing Director

October 31, 2014

REQUEST FOR PROPOSALS (RFP) FOR INTEGRATED BODY WORN CAMERAS AND DIGITAL EVIDENCE MANAGEMENT SYSTEM

Pursuant to Chapter 69-1119, Special Acts, Laws of Florida, sealed proposals for **INTEGRATED BODY WORN CAMERAS AND DIGITAL EVIDENCE MANAGEMENT SYSTEM, RFP #21120114** will be received by the Director of Purchasing, City of Tampa, until **11:30 AM (EST), DECEMBER 1, 2014**; then to be opened and read aloud.

Questions that may arise from the RFP document will be received until **NOVEMBER 10, 2014 @ 10:30 AM (EST)**. **Questions received after this date will not be addressed.** It is the Proposer's responsibility to confirm the City is in receipt of the questions. All questions must be sent via email. **Additional questions pertaining to the RFP document after the specified date and time above is prohibited.** Questions regarding this RFP must be referred to: **Karon Johnson, CPPB, Procurement Analyst** and submitted via email to **Karon.Johnson@tampagov.net**

IMPORTANT: Under Section II. GENERAL CONDITIONS, Section 2. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS, there are specific instructions that should be followed when submitting questions.

Attached are important instructions and specifications regarding responses to this Request for Proposals. Failure to follow these instructions may 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, 2nd Floor
306 E. Jackson Street
Tampa, Florida 33602

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

Questions regarding the City of Tampa Small Local Business Enterprise (SLBE) and/or Woman/Minority Business Enterprise (WMBE) programs should be referred to: **MINORITY AND SMALL BUSINESS DEVELOPMENT OFFICE – PHONE (813) 274-5512 Or [Http://www.tampagov.net/dept_minority_business_development/](http://www.tampagov.net/dept_minority_business_development/)**

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 PROPOSALS**. 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 Proposer'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.

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The Children's Board of Hills. County

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SECTION I. SCOPE OF SERVICES

1. INTRODUCTION

The City of Tampa (City) is soliciting proposals from qualified and experienced companies to provide the Tampa Police Department (TPD) with reliable Wearable Body Cameras (Cameras) and a Digital Evidence Management System (System) to capture video from an officer's perspective. The City desires to obtain Commercial-Off-The-Shelf equipment and video storage system to store, manage, retrieve and share the captured digital video and should have substantial functionality with minimal or no development, modifications or enhancement to meet the City's needs.

2. BACKGROUND

The City is the 3rd largest city in Florida with a population of over 340,000 residents that swells to over 700,000 during the work day. TPD serves this population with more than 1,000 sworn officers covering over 140 square miles. TPD Headquarters is located at 411 N. Franklin Street. District One covers West Tampa, South Tampa, West Shore Area and Davis Island. District Two covers North Tampa and Tampa Palms and District Three covers Downtown, East Tampa, Ybor City and Port of Tampa.

TPD has been engaged in various innovative law enforcement technologies for over 10 years. In 2008 TPD deployed an integrated in-car video capture system to 330 patrol vehicles. Since then, digital video technology has evolved allowing for the deployment of small, rugged, dependable, and affordable video cameras officers can wear to capture "Officer Perspective" video.

3. GOALS AND OBJECTIVES

3.1 TPD is planning to purchase sixty (60) Cameras initially and incrementally purchase additional Cameras as funding and needs dictate up to approximately seven-hundred and fifty (750) Cameras to cover three (3) Districts. Each District is staffed with approximately two hundred fifty (250) Sworn Officers who work shifts lasting twelve (12) hours with some overlap. Ideally, each officer would be issued a camera for their individual use. However, this type of implementation may be cost-prohibitive to the City, so TPD may determine to implement a concept of a camera "pool" where officers will check out and in a camera as part of shift/cycle change procedures. This will strictly be determined by the City. The System must be accessible throughout the entire Police Department from any LAN connected PC or Wi-Fi/Cellular connected laptop. It shall be compatible with Windows 7-64. A backend-server for the digital evidence management solution is acceptable, however an external secure hosted solution (Cloud) will also be considered as an option. The Proposer will be expected to meet or exceed all minimum requirements.

3.2 It would be beneficial if the proposed solution could integrate with our existing in-car L3 Mobile-Vision video solutions or allows integration of our existing/legacy video into the proposed solution. Ideally, TPD would have one central repository or the appearance of a single repository for storage of all officer interaction video captured in the field.

3.3 The Statement of Work provided in Attachment B describes the responsibilities of the Successful Proposer for the implementation of, and the on-going support/maintenance for the System. This encompasses both the tasks and deliverables associated with the project's management, configuration, process gaps, data conversion, customizations, testing, training, implementation, maintenance and support. Attachment C Functional and Non-Functional Requirements identifies the City's needs for a fully functional System.

3.4 The proposal should address the following Camera and System business functional areas:

- Capture digital video from the officer's POV.
- Capture digital audio while recording video.
- Manage Cameras from a central management server interface/console.
- Implement a full production digital evidence management system to support the Cameras.
- Digital evidence management system capable of managing/sharing/securing/archiving ALL Police digital evidence.

4. TPD IN-CAR VIDEO SYSTEM

TPD currently has approximately three-hundred and ten (310) vehicles equipped with L-3 Mobile-Vision Flashback II in-car camera systems and three (3) L-3 Mobile-Vision DES 19Tb Dell Redhat 6 servers (one per District). Patrol vehicles wirelessly upload video at their respective District where video is retained for a minimum (180) days. Video is purged if the server needs space after the (180) days, unless the video has been marked 'do not delete'.

Each vehicle is equipped with trigger mechanisms to automatically initiate recording video without officer intervention. Current triggers include take-down lights, siren, PA, speed, body microphone, and crash/G-force sensor.

TPD currently does not deploy Body Worn Cameras.

5. CAMERA REQUIREMENTS

The Successful Proposer shall provide reliable Cameras which includes but is not limited to:

5.1 Point of View. Cameras must capture and record digital video and audio from an officer's point of view or perspective when the officer is away from the vehicle. The on-officer wearable video and audio recording devices shall be light-weight. The camera shall allow for at least 30 seconds of Pre-Event recording time (no audio).

5.2 Ease of Operation. Cameras and System shall be user friendly that can be activated easily during times of stressful events, preferably automatically triggered. Assignment, usage and upload capabilities shall be seamless for the officers causing minimal impact or time out of their shift.

5.3 Multiple Mounting Options. Cameras shall be configured to be worn on an officer's outermost piece of uniform. The Camera should be able to be worn and transferred easily between multiple viewing/mounting locations on the body, e.g. over the ear, shoulder, lapel, head-mounted, helmet, etc.

5.4 Environmentally Durable. Cameras shall be rain, wind, high humidity and fluid resistance. They should be able to operate in temperatures ranging from -5° F to 120° F and dust and dirt resistant. Lens scratch resistant and cameras must meet a six-foot (6') drop test requirement. The Cameras shall be light-weight and durable.

5.5 Tactical Operations. Cameras should be able to be made tactically secure, lights/audible alerts to be dimmed/or muted in tactical operations.

5.6 Camera Specifications:

- Must possess a minimum 70 degree field of view.
- The video image shall be in full color.
- The Camera shall have low light capability of $\leq .1$ lux.
- There shall be a minimum eight (8) GB internal/integrated memory.
- Configurable A/V settings, minimum video resolution of AVG 640 x 480.
- Camera must have the capacity or options to view the recorded video on scene.
- The Camera must have a standby battery life of twelve (12) hours without recharging or additional batteries.
- A minimum ten (10) hours of record time.
- Recharge in less than four (4) hours.
- Multiple charging capabilities.
- Video/audio files shall be tagged with date, time and GPS coordinates, if available.
- Ability to "Live View" to a smartphone or laptop.
- A minimum 30-second pre-event capability, no audio.
- Ability to review video in the patrol vehicle via camera LCD, smartphone or laptop.
- Automated record trigger.

5.7 Centralized Docking Stations. It is desired to have a centralized docking station for multiple devices in each District office so all devices can be kept centrally in the division. However, there should also be an option for officers to upload their video from home, vehicle, or other remote sites.

5.8 Security. Camera does not have the capability of editing or deleting original video footage or file.

6. SYSTEM REQUIREMENTS

The System at a minimum shall provide the following.

6.1 Storage System, software and/or hardware must be Window 7-64 compatible.

6.2 System shall be either an internal server storage backend or an external web-based data storage system with the capability of organizing/managing incidents. TPD shall be able to search by name, date, event, device, case/incident number, category; as well as categorized, add case numbers, notes, etc. to each file.

6.3 The System must be compliant with Criminal Justice Information Services (CJIS) requirements.

6.4 The System should allow the officer to view and tag video in-car post-event and prior to uploading to server. It is preferred that the system tag the information automatically from the Versadex CAD call if available.

6.5 The System shall employ latest protocols for security of digital evidence with 97% access times.

6.6 The System shall be able to share Digital Evidence efficiently and securely with other LEA's, SAO, or PDO, etc.

6.7 The System's video must be of evidentiary quality for court and to be tactically useful for investigative purposes.

6.8 Create a fully secure Digital Evidence Management System for BWC video, crime scene photos, audio interviews, 3rd party video, smartphone video/audio, etc.

6.9 Centralized highly granular digital evidence management/administration system

6.10 The System must be able to efficiently download twenty-five percentage (25%) of the deployed cameras to the backend servers simultaneously. This requirement may involve the City infrastructure team for assistance, support and/or enhancement of the City network for proper bandwidth.

6.11 The System shall be accessible throughout TPD.

6.12 Securely store all video and recordings to which only TPD authorized users have access and others approved by TPD according to the latest security protocol.

6.13 Upload of video to the System should require minimal User interaction (e.g. dock, plug-in device or wireless and files are uploaded).

6.14 System must have defined Roles and Permissions on all systems; Configurable by TPD administration. Allows officers access to view their footage and administrator's access to view and restrict footage as necessary.

6.15 Storage must allow unlimited, free downloads of TPD's digital evidence. Unlimited downloading on licensed storage applications.

6.16 System software must recognize a device and associate the device with the officers assigned to the device. Metrics on officer uploads, downloads, GB of data, etc. must be tracked and available to TPD.

6.17 An audit trail will be generated for every incident and track all user activity. Provide Litigation support (documentation and testimony in court if needed) to support transport/chain of custody, and storage system.

6.18 Must be able to add metadata information to digital evidence files.

6.19 The System shall have the ability to set variable and enforce retention rules per the State of Florida and internal regulations. In addition, allow administrators to delete/purge files based on the retention rules and regulations.

6.20 The System shall provide management solutions to video evidence copying, sharing and redaction.

6.21 The System must include full and rich report generation capabilities. The ability to run ad hoc reports on various parameters will be essential.

6.22 The System shall allow users single sign-on using the City's existing Microsoft Active Directory Services..

7. DEPLOYMENT OPTIONS AND GENERAL OPERATING PROCEDURES

7.1 TPD will explore two deployment methods. First, each officer is assigned their own camera with dock for uploading video from vehicle or at home. Second, employ a "pool" of cameras where officers will check out a camera at the start of the cycle, then check that camera back in at the conclusion of their four (4) day cycle. The City will be determining the deployment methods once the Proposer has been selected.

7.2 The issuing of camera devices must be seamless and simple. TPD desires a device that would self-assign the officer based on the logged in user once the device is paired with the in-car computer or evidence management software component identified for officer use.

7.3 Officers will dock the camera for download and charging for a maximum of four (4) hours. Cameras used during the previous shift which were docked for downloading and charging will be checked out to the on-coming shift/cycle allowing for hot- swapping of devices between shifts. In car charging options should also be available.

7.4 Once the officer has the device assigned and it is in-use for a shift, TPD would prefer to employ the use of automated triggers for recording in specific situations. While this feature may not be available to all vendors today, it is something that TPD strongly prefers in order to remove the need for manual activation of video in high stress situations. Triggers would include vehicle speed, take-down light activation, crash/G-Force sensor, siren, and potentially when a Taser ECD (Electronic Control Device) or service weapon is removed from the holster or deployed.

7.5 When the device is deactivated or the video is being uploaded to the Digital Evidence Management System, TPD requires the option to make specific metadata fields mandatory to ensure proper classification and retention criteria are set to enable better data collection and improve the ability to search/retrieve stored video.

7.6 Officers will download the video to the centralized digital evidence management system via the methodology prescribed by the solution. It is desired to have a centralized docking station for multiple devices in each District office so all devices can be kept centrally in the District. There should also be an option for the Officers to upload their video from home, vehicle, or other remote sites.

7.7 Permissions to video in the system should be role based as well as assignment based. TPD is a large Department and the viewing of video across divisions is only allowed for specific ranks or assignments such as Internal Affairs or Homicide. Security must be granular enough to effectively manage security on video access.

7.8 Automatic retention periods are set based on the classification of the video. Officers should be able to review video scheduled for deletion based on automatic retention schedules and notifications to the officers. Video should be automatically purged based on business rules defined.

7.9 As with any evidence, the system must effectively audit the full lifecycle of video loaded, viewed, deleted, redacted, and shared from the system.

8. PROPOSER REQUIREMENTS

The Proposers shall satisfy all of the requirements cited below. Failure to do so may deem the proposal submittal as "non-responsive".

8.1 Proposals shall be considered only from companies that are regularly engaged in the business of providing the equipment, system and services described in this RFP.

8.2 The Proposer must have a minimum of three (3) years of experience with body worn digital camera systems in the U.S. market.

8.3 The Proposer must have previous experience working with federal/state/county and/or city law enforcement agencies.

8.4 The Proposer must have completed a minimum of two (2) implementations consisting of a minimum of sixty (60) or more Body Worn Cameras incorporating similar technology proposed herein for the City. Additionally, the Digital Evidence Management System proposed by the Proposer must be in operation in at least three (3) venues. (must list under Tab 5. References).

8.5 The Proposer, its employees, agents and subcontractors must be able to successfully undergo security background checks if awarded the contract for admittance to certain City and government facilities.

8.6 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.

8.7 Performance Accountability. It is the objective of the City to achieve full performance of services from the Successful Proposer in accordance with the Scope of Services and the Terms and Conditions given within this RFP and executed Agreement. The services requested herein shall be completed on a mutually developed schedule after Notice to Proceed is received by the Successful Proposer. The Successful Proposer shall be expected to provide sufficient personnel to ensure that key activities are completed in time and to avoid delaying other steps that would impact the schedule.

8.8 Independent Contractor Status. The Successful Proposer is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venture of the City.

8.9 Management. If during the course of the contract period the Successful Proposer makes personnel changes, the City has the right to review, accept, and/or reject proposed substitute(s).

8.10 Study. TPD may engage in a study with a third party or university on the usefulness and benefits of Officers wearing the Cameras. The Successful Proposer may be required to assist TPD with the study at no additional cost to the City.

9. CITY'S TECHNICAL ENVIRONMENT

9.1 These are the major components of the City's technical environment to which the new System will be required to be compatible with.

9.1.1 Software. The Successful Proposer's System, shall integrate with following standard systems or services if the relevant functionality is provided by their solution:

- ERP Environment: Oracle EBS R12
- Existing Directory Services: Microsoft Active Directory Domain Services
- Existing Email System: Microsoft Exchange 2010
- Existing Cellular Phone Provider: Verizon Wireless

10. CITY'S ROLE AND RESPONSIBILITIES

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

10.1 City's Project Manager

The City's Project Manager will be the lead in defining the project needs 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, customization, personalization, 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 implementation/administration
- Managing project risks and escalating incidents as appropriate
- Continuously developing and improving best practices

10.2 Department Experts

The City's Department Experts 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

The City's Department Experts will be responsible for:

- Representing the interests of their department and/or business units
- Assisting in the coordination of the implementation, customization, personalization, and use of the BWC system
- Assisting in the System training as the organization and departments implement, along with updating of documentation as necessary based on the changes in processes
- Assess the required network infrastructure enhancements to handle the extra network traffic required
- Collecting and communicating feedback from officers, backend users, clients (SAO, PDO, other LEA's)
- 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 enhancements to the System environment as they relate to current needs, processes or anticipated changes
- Providing ongoing assessments of what works well; what requires improvement; are the standards still appropriate; how can business processes improve; do communication gaps exist; can inefficiencies be reduced or eliminated

11. PROJECT AND TECHNICAL REQUIREMENTS

11.1 Statement of Work. Attachment B – Statement of Work identifies the Work, Tasks and Deliverables to be provided by the Successful Proposer.

11.2 A comprehensive list of functional and non-functional requirements as listed in Attachment C.

11.3 Global Requirements. The following are minimum global requirements to be provided by the System:

- All uploaded digital evidence shall be available on authorized network devices.
- Agency software and data shall reside on a hosted/City server(s) securely accessible by user/password authentication via the Internet, via the City LAN/WAN networks, and on workstations or laptops utilizing cellular provider air cards. Shall back-up data routinely at intervals prescribed by the City.
- Provide all implementation and support services with limited assistance from the City.

11.4 Software Installation and Data Requirements. The following are the minimum installation and data requirements for any proposed System:

- All Software required for the proposed solution will be installed by the Successful Proposer.
- Software shall be installed and configured for the turnkey solution on required servers as proposed.

11.5 Equipment Requirements. The Proposer shall provide, as part of its turnkey solution cost proposal, an itemized cost breakdown for all hardware products required for use of the proposed solution including but not limited to the following:

- Server(s) – Provide specifications if proposing a City operated server solution. Any server that must sit on the City's network shall be manufactured by Dell and have OpenManage properly installed or similar monitoring capability.
- If additional networking infrastructure is needed on City premises for any proposed system, the electronics required must be manufactured by Cisco and Proposer shall provide proof of SmartNet / SmartPAC warranty for the duration of the contract.
- Specifications and cost of any additional wireless communication or connectivity per device including Cellular and Wi-Fi, if needed.
- The Successful Proposer shall be responsible for the provided network infrastructure, communication, maintenance, repair, and replacement of all the Successful Proposer-provided hardware for the term of the Contract.

11.6 Disaster Recovery & System Administration Requirements for a Hosted Solution. The following are the minimum disaster recovery and system administration requirements for any proposed hosted solution:

- **Guaranteed Availability:** The City requires a guarantee of 97.9% uptime per month for all City services hosted by the Successful Proposer; three (3) days prior notice for any planned maintenance; and, one (1) hour notice for downtime required for high-priority and/or security issues.
- The City requires the Successful Proposer to have at least one (1) secondary hosting facility, with real-time failover in the event that the primary hosting facility fails or is not operational via the internet.
- All primary servers and / or failover sites shall be located in the United States.
- The primary and secondary hosting locations shall be in different regions of the United States, and the secondary location shall be located outside the southeastern region of the United States or in a different region than the primary server if the primary server is not located in the Southeastern

United States.

- If the Successful Proposer does not own and operate the primary or secondary hosting site(s), then the Successful Proposer shall provide all required documentation and references for this subcontracted service. The Successful Proposer shall describe where indicated on Attachment C - Functional and Non-Functional Requirements Matrix.

11.7 Security Procedures. The System shall include security procedures to meet industry standard best practices which, at a minimum, shall ensure:

- For hosted solutions, the Successful Proposer shall provide documentation demonstrating that the Successful Proposer's security procedures and policies for client data meet industry standard best practices, CJIS compliant and allow the City's designated representative to conduct security evaluation and audit to ascertain whether or not the Successful Proposer's security procedures and policies for client data, including CJIS requirements as well as, internet connection security meet industry standard best practices.
- For a City Operated Server Environment Solution, the Successful Proposer shall provide documentation, including PCI requirements, demonstrating that the Successful Proposer's security procedures and policies for client data meet industry standard best practices.

11.8 Buy Additional. The City reserves the right to purchase additional cameras, software licenses and professional services, if applicable. The Prices, Terms and Conditions of the Agreement shall be available during the term of the initial contract period.

12. PROPOSER SUBMITTALS

12.1 Proposer's are expected to bring a high level of professionalism and expertise to the City.

12.2 The Proposer should base their proposal for a sixty (60) Camera and System deployment initially. The City reserves the right to purchase additional Cameras and Software Licenses as funding and needs dictate.

The following must be submitted in the proposal:

12.3 Experience (Knowledge, Expertise, Capabilities)

- **Proposer History.** A statement giving a brief history of the Proposer's organization and utilization of its available resources for the City project. Proposer must provide a statement to demonstrate its understanding of government procurement practices and philosophy. Include the following:
 - Number of years in business.
 - Number of employees.
 - Office location(s).
 - Size of your largest installation. Include number of Users.
 - Your Dunn and Bradstreet number.
- **Proposer Qualifications.** Information that highlights Proposer's particular abilities to successfully complete the services and how the Proposer will structure, develop execute and manage the project.
- **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.
- **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.

- **Supplemental Information.** Any supplemental information which the Proposer thinks will be valuable to the City in evaluating the qualifications of the Proposer and its individual personnel to provide services as described herein.

12.4 Methodology. The Proposer shall address the following:

- **Proposer Comprehension of Project.** A detailed description by which the Proposer plans to accomplish all of the work discussed in this RFP, beginning with a brief statement demonstrating an understanding of the nature and desired results of the project.
- **Methodology.** A description of the basic concept and proposed methodology for accomplishing the necessary activities described in the RFP and Statement of Work.
- **Strategy.** The overall project strategy, demonstrating the manner in which all work elements will be combined into the production of the desired results.

12.5 Project Plan. The Proposer will provide best practice recommendations for this project utilizing standard PMI/PMP requirements, to include City preferred methods which reflect a phased implementation approach or other deployment strategies, 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 project.

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/Execution.
- Camera Installation.
- Infrastructure/Hardware/Environment Configuration and Build.
- Business Review, GAP Analysis and Solution Recommendation.
- System/Application Configuration and Validation.
- Data Conversion Analysis, Design and Development.
- Customization/Interface Analysis, Design and Development.
- Testing (System, Performance and User Acceptance Testing).
- Training and Documentation.
- Implementation.
- Operations, Maintenance and Support.

12.6 Project Timeline. The Proposer shall identify its anticipated schedule for completion of the project. Minimum factors to be included in this schedule include: work plan development, design, testing of each module, training, and complete implementation.

12.7 Architectural Plan. The Proposer must provide detailed descriptions of all software and hardware included in the proposal. The Proposer must include an architecture plan with schema for initial implementation and on-going maintenance/support which encompasses all environments (production, development, testing, etc.) and that facilitates secure high performance access.

12.8 Requirements Response. Proposer must complete and submit Attachment C. Functional and Non-Functional Requirements Matrix. Provide responses for all requirements specified 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
- List the module that will meet the requirement.
- List the third party product name(s) required to meet the requirement.

Changes should not be made to the format of the requirements attachment and the response should be submitted in Excel format.

12.9 Project Team Qualifications. The Proposer must submit information for the proposed project team members documenting their technical and management capabilities as required to support the implementation and support of the proposed solution.

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.
- Relevant qualifications.
- Education.
- Other appropriate summary information.

Note: the Successful Proposer’s Team may be required to have a background checks performed by TPD on its employee.

12.10 Training Plan. The Proposer must provide best practice recommendations as they relate to TPD’s requirements. The Proposer must provide a recommended comprehensive training plan to address the Cameras and System functions and features along with education to adapt to new ways of working. The plan should incorporate a variety of training strategies targeted for different levels of users including but not limited to: Patrol Officers, Special Operations, Officer Supervisors, Internal Affairs, Staff Command, Evidence Techs, Legal Staff, IT Support Staff, and System Administrators.

12.11 Facility and Other Requirements. Provide a clear description of any facility, personnel and other requirements needed for accomplishment of the project that the City will be expected to provide. The City reserves the right to provide only those facilities, personnel and other requirements as the City deems necessary or appropriate.

12.12 Continuity of Operations/Disaster Recovery Plan. Provide a plan (best-practice) recommending a method(s) for backing up the proposed solution 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 fully recover the solution.

12.13 Information Security Policies - Cloud Hosting Policy. The policy provides a way for the City to utilize offsite-hosting facilities to include Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS) – referred to as “Cloud and Off-Site Hosting Services. If applicable, the Proposer is to provide written acknowledgement and compliance of the policy requirements as stated in Attachment D –TISO Information Security Polices.

12.14 License, Software Subscription, Hosting Services, Annual Support and Maintenance and Professional Services Agreements.

Provide a copy of the following:

- License Agreement.
- Software Subscription Agreement, if applicable.
- Hosting Services Agreement, if applicable.
- Maintenance and Support Agreement.

- Professional Services Agreement.
- *Service Level Agreement (SLA).
- Third Party Agreement, if applicable.

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

*The "SLA" shall be for the equipment, software and professional services. It shall also include hardware, if applicable.

12.15 Contract Termination for Default. Has the Proposer's company had a contract terminated for default in the last five years? Termination for default is defined as notice to stop performance which was delivered to the Proposer due to the Proposer's non-performance 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 in this period, submit full details including the other party's name, address, and the phone number. Present the company's position on the matter. City will evaluate the facts and may, at its sole discretion, reject the RFP on the grounds of its past experience.

12.16 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 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 company, provide a statement to that effect.

12.17 Reports. Provide report generating capabilities. Are reports able to run ad hoc reports on various parameters? Explain.

12.18 Return Policy. Explain the procedure for obtaining the repair or replacement of a Camera(s) that have experienced a failure?

12.19 Testing. During the evaluation process, under Section II. General Conditions, Section 4. Evaluation of Proposals, Section 4.5 Interviews/Demonstrations, the City may request the Proposer to allow TPD to test its camera and system. Are you willing to conduct this test for TPD at no cost, no obligations to the City? If yes, explain in detail what the City will have to do in order for the test to take place.

13. DIGITAL EVIDENCE OWNERSHIP

TPD shall own all rights to the data and video that is stored at the Successful Proposer's host site, (if applicable) with no transfer, conveyance, assignment, or sharing of data ownership to/with the hosting provider, WITHOUT EXCEPTION, the City must follow the State of Florida Retention Records Schedule (GS1-SL, Electronic Communications). It will be the responsibility of the City to notify the Successful Proposer when the data can be deleted from the Successful Proposer's host site.

14. IMPLEMENTATION/TESTING/ACCEPTANCE

Proposers shall submit a full project plan dependent upon the City's projected award date with all deliverables, timelines, milestones, hours, and City resources required clearly identified. The Proposers project manager will coordinate with City personnel responsible for the implementation of the project to set clear guidelines, deliverables and timelines.

14.1 During the term of the contract, the Successful Proposer shall meet, as deemed necessary by the City to discuss project scope and evaluate progress and unique issues that may have surfaced.

14.2 The Project Manager as designated by the Successful Proposer, in consultation with the City 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.

14.3 A checklist will be developed by both the Project Manager and the City for final acceptance of the System.

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

14.5 The City will not pay annual maintenance or support fees in advance of services being provided. Maintenance and support shall be provided to the City at no charge for a period of one (1) year after Final Acceptance by the City.

15. TECHNOLOGY TERMS AND CONDITIONS

Below are standard contract terms and conditions that the City expects to be part of any agreement with the Successful Proposer(s). Contract terms in the final agreement should include but will not be limited to those listed below.

15.1 GENERAL

These General Terms and Conditions shall be made a part of and govern any Contract resulting from this RFP.

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 under Section 15. Terms and Conditions must be specifically noted in writing and explained by the Proposer in its proposal as a condition to becoming part of the subsequent Contract. 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: amendments to contract, the final executed Contract, any modifications and clarifications to the Successful Proposer's proposal, the Successful Proposer's original proposal excluding any exhibits thereto, and the RFP. 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.

The Successful Proposer represents and warrants to the City that the proposed system is free from defects and will function and perform as represented by the Successful Proposer. The Successful Proposer warrants the fitness of the proposed system to meet City requirements as reflected in Successful Proposer's response to Attachment C, - Functional and Non-Functional Requirements. A breach by the Successful Proposer of this provision of the Contract may result in termination for cause and the Successful Proposer shall return to the City all amounts paid under the Contract within five business days of notification of breach by the City.

15.2 SOFTWARE MAINTENANCE FEES

The City will not pay software maintenance or support fees until the functions and features are demonstrated as operational in production (considered "System Acceptance" vs. merely installed in a test mode). The City shall be entitled to exercise its option to purchase Extended Maintenance for a given one-year option period by: (a) providing written notice to the Successful Proposer at any time prior to or within sixty days following the beginning of such one-year option period; or (b) payment of the Successful Proposer's invoice for such one-year option period. The Successful Proposer shall invoice the City for Maintenance Fees on an annual basis, but not more than sixty days before the one-year extended maintenance begins for term being billed.

15.3 USER ACCOUNT FEES

User account fees, if any, will include costs for all subscription licensed software provided by Successful Proposer, such as third-party modules, middleware, and integration. During implementation, testing, training, validation and integration, Successful Proposer will provide sufficient numbers of user access accounts to enable the team to achieve a

successful "go-live" into production. User Account fees will be based on production system use. Training, Development and Test accounts will not be considered additional users for access purposes.

15.4 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.

15.5 DELIVERY OF THE PROJECT PLAN AND OTHER KEY DELIVERABLES

The project plan shall be delivered within a contractually specified timeframe after contract signing.

15.6 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.

15.7 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.

15.8 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 this 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 this 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, Contractor 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.

15.9 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.

15.10 SYSTEM AVAILABILITY

System availability must be 24 hours a day, 7 days a week, 365 days a year with a minimum of 97.9% up time. The availability shall be measured by calendar month at the Successful Proposer's point-of-presence on the commercial Internet.

15.11 TITLE, RISK OF LOSS AND FREIGHT

The title and risk of loss of the hardware/software shall not pass to the City or any participating agency 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.

15.12 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.

15.13 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.

15.14 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.

15.15 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.

15.16 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.

15.17 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.

15.18 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.

15.19 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.

15.20 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.

15.21 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.

15.22 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 license 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 configurations 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 shall not Sell or Disclose Data.** The Successful Proposer shall 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.

15.23 DOCUMENTATION AND COPYRIGHT

Collected data, analyses, and any analytical processes, programs and files developed as a contractual requirement are the sole property of the City. Programs shall be completely documented, including but not limited to the data layout of files and table structures. The City may, at its sole discretion, waive title to any portion or to all data and analyses. The City has the sole right to copyright any newly created process or program and may license its use by others.

15.24 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.

15.25 INDEMNIFICATION

15.25.1 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.

15.25.2 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.

15.25.3 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.

15.26 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 tortuous conduct or that if its officers, employees, agents or subcontractors.

15.27 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.

16. 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.

Any Proposer awarded this Contract for consulting services shall be disqualified from subsequently providing goods or services resulting from or directly related to the Proposer's consulting services under this Contract.

17. COORDINATION WITH THE CITY

The Successful Proposer shall identify the Project Manager who will work in close coordination with City representatives and provide a detailed project plan. 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 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 ensuring project completion within the specified period.

18. FORCE MAJEURE

18.1 Event of Force Majeure. An Event of Force Majeure means an occurrence beyond the control and without the fault or negligence of the City or Successful Proposer, including but not limited to unusually severe weather, flood, earthquake, fire, lightning, and other natural catastrophes, acts of the public enemy, war, terrorism, riot, insurrection, civil disturbance or disobedience, strike, labor dispute, expropriation or confiscation of facilities, or sabotage of facilities and/or other similar events outside its control, so long as the City or Successful Proposer makes good faith and reasonable efforts to remedy the delays or failures in performance caused thereby.

18.2 Delay or Failure to Perform Excused by Event of Force Majeure. The delay or failure of the City or Successful Proposer to perform its duties and obligations under this Contract, shall be excused to the extent that such failure or delay is caused by an Event of Force Majeure as set forth in Section 18.1. If an Event of Force Majeure causes a delay or failure in performance of only a portion of the obligations of the City or Successful Proposer under this Contract, then only that portion of performance which was delayed or prevented by such cause shall be deemed excused, and the performance of all other obligations of the City or Successful Proposer not so delayed shall not be excused by an Event of Force Majeure. Delay or failure in performance by the City or Successful Proposer which is the result of an Event of Force Majeure set forth in Section 18.1 shall be deemed excused for a period no longer than the delay or failure in performance caused by such Event of Force Majeure.

19. SURVIVAL

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

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, receive addenda, be certified as a minority vendor to meet the City of Tampa's minority certification requirements, receive the results of awards and view plans and blueprints online electronically. Vendors who obtain specifications and plans 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 for more information.

The City is not responsible for errors and omissions occurring in the transmission or downloading of any quote documents, plans, or specifications from this website. In the event of any discrepancy between information on this website and the hard copy quote 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 for more information.

1.2 Addendum and Amendment to RFP. If it becomes necessary to revise or amend any part of this RFP, DemandStar will provide notification of the Addendum to all prospective Proposers who received an original RFP from DemandStar (Those who are on the Plan Holders List). Addenda will be posted and disseminated by DemandStar 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 Demandstar. The City will not accept incomplete proposals.

It will be the responsibility of the Proposer to contact DemandStar 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). Addenda will be posted and disseminated by DemandStar at least five 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 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Proposers should be aware that the Proposal and the responses thereto are in the public domain and are available for public inspection 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 submittals received in response to this Proposal 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 submittal 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 Proposal submittals when the entire submittal is labeled as exempt from public disclosure. Proposer's References and Cost or Price information will be deemed a public record, and if a claim of confidentiality/proprietary information is made, the City may deem the Proposal submittal as "non-responsive".**

1.4.1 In accordance with section 119.071(1)(b)2, Florida Statutes, sealed bids, proposals, or replies received by the City of Tampa pursuant to a competitive solicitation are exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

1.4.2 In accordance with section 119.071(1)(b)3, Florida Statutes, if the City of Tampa rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City of Tampa concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision concerning the reissued competitive solicitation or until the City of Tampa withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City of Tampa notice rejecting all bids, proposals, or replies.

1.4.3 If applicable, the Contractor agrees, in accordance with Section 119.0701, Florida Statutes, to comply with Florida's Public Records Laws, including the following:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Awardee upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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 Proposer 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 Proposer 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 Contractor 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/dept_human_resources/information_resources/lobbist_informaiton/

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 Hold Harmless. The Contractor shall agree to release, defend, indemnify and hold harmless the City of Tampa, its agents, officials and employees from and against any and all liabilities, claims, suits, damages, charges or expenses (including attorneys' fees, whether at trial or appeal) which the City may suffer, sustain, incur or in any way be subjected to by reason of or as a result of any act, negligence or omission on the part of the Contractor, its agents or employees, in the execution or performance of the obligations assumed under, or incidental to, the contract into which the Contractor and the City will enter, except when caused solely by the fault, failure or negligence of the City, its agents or employees.

1.7 Warranties and Guarantee. The City of Tampa will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the products/equipment offered. 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 final acceptance by the City. Any parts or portions found not in accordance with this RFP will be rejected by the City and returned to the Contractor at the Contractor's expense for immediate replacement.

1.8 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 Proposal, and Contractor 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 five (5) business days of posting the City's intent to award and may be filed by an actual Proposer 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 WMBE Participation. The City of Tampa administers the Women/Minority Business Enterprise (WMBE) Program to promote the inclusion of WMBE Companies in procurement solicitations and contract awards. The City actively solicits participation in this project by City Certified WMBE Companies deemed **underutilized**. To obtain a list of the City's Certified WMBE Companies, visit the Minority and Small Business Development Offices website at http://www.tampagov.net/dept_minority_business_development/. Under Programs and Services select WMBE and SLBE

Directories. These directories include WMBE Certified Companies which are listed by Type of Services and by Company Names. If you need further assistance, please contact the Minority and Small Business Development Office at (813) 274-5512.

NOTE: In accordance with the Equal Business Opportunity Ordinance 2008-89, The City of Tampa's WMBE policies are narrowly-tailored to identify **underutilized** WMBEs by Industry Category. Proposers who are certified within the **underutilized** category for the work/scope detailed herein or subcontract with firms that are certified within the **underutilized** category will be eligible for weighted points in the selection process. Refer to **MBD Form 70** to identify **underutilized** WMBEs by Industry Category and Section 4. Evaluation of Proposals for the WMBE Participation scoring criteria for this REP. **For this RFP the underutilized WMBE Industry Category is "Professional and Non-Professional Services".**

1.11 SLBE Participation. In an effort to promote increased opportunities for Small Local Business Enterprises (SLBEs), the City actively solicits the participation of certified SLBE firms in the performance of contracts. To obtain a list of the City's Certified SLBE Companies, visit the Minority and Small Business Development Offices website at http://tampagov.net/dept_minority_business_development/. Under programs and Services select WMBE and SLBE Directories. These directories include SLBE Certified Companies which are listed by Type of Services and by Company Names. If you need further assistance, please contact the Minority and Small Business Development Office at (813) 274-5512.

NOTE: In accordance with the Equal Business Opportunity Ordinance 2008-89, SLBE vendors are eligible for weighted points in the selection process. Refer to Section 4. Evaluation of Proposals for the SLBE participation scoring criteria for this RFP.

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 Contractor shall comply with the following Statement of Assurance:

During the performance of this Contract, the Contractor herein assures the City, that said Contractor 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 Contractor 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 Contractor's employees or applicants for employment.

The Contractor 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 Contractor herein assures the City that said Contractor 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 Contractor 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 Contractor 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/

1.15 Equal Opportunity. The City of Tampa hereby notifies all Proposers that all eligible businesses, including Small Local Business Enterprises (SLBEs) and Women/Minority Business Enterprises (WMBEs) 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 (without giving effect to its conflicts of law principles) 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 Hillsborough County, Florida.

1.17 Compliance with Laws. The Contractor shall comply with all applicable laws, ordinances, and codes of the Federal Government, State of Florida, Hillsborough County, and the City of Tampa. It shall be the responsibility of the contractor 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. Failure to comply with all applicable laws, ordinances and codes may lead to termination of the contract.

1.18 Audit Rights. During the term of this agreement including any renewal or extension hereof, and for a period of three (3) years thereafter, or for such longer period of time as may be required by applicable federal regulations and negotiated with the Contractor the City or a representative of the City shall have the right, within two (2) weeks written notice to the Contractor, to inspect and audit all of its' books of account, records, and other documents, pertaining to payments made or to be made pursuant to this Agreement and the Contractor shall make all such records, books, and other documents available at the place where these books and records are normally maintained; provided, that all such inspections and audits shall be conducted during regular business hours. These records will be open to inspection and subject to audit and/or reproduction by the City or its representative within then (10) workings days of written notice by the City. There will be an administrative fee of \$100.00 per day, per requested item for records that are received after the initial ten (10) working day period. The Contractor shall provide adequate work space and access to office equipment (copier and fax machines) at no charge if such inspections are required at the Contractor's office. The Contractor shall allow the City or their representative to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Books of account and records as referred to in the Agreement shall include any and all information, materials, and data of every kind and character, including without limitation, financial statements, general ledgers, job cost reports, accounts payable, accounts receivable, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, subcontract files, commitments, arrangements, notes, daily diaries, project manager reports, drawings, receipts, vouchers and memoranda, written policies, time sheets, payroll registers, cancelled checks, original estimates, estimating work sheets, change order files, back charge logs and supporting documentation, trade discounts, insurance rebates and any and all other agreements or documents that may in the City's judgment have a bearing on or pertain to any matters, rights, duties or obligations under or covered by this Agreement. Such records subject to inspection shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. Such records shall be made available in hard copy as well as electronically (computer readable data) when available.

The Contractors shall require all payees (examples include, but are not limited to, Sub-Contractors, insurance agents, material suppliers, etc.) to comply with the provisions of this Section by insertion of these requirements in any contract between the Contractor and payee. Such requirements to include flow-down right or audit provision in contracts with payees will also apply to Sub-Contractors, sub-Sub-Contractors, material suppliers, etc. The Contractor will cooperate fully and will cause all related parties and all of the Contractor's Sub-Contractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or making available to the City all required records. The Contractor shall be held responsible for any financial impacts relating to payees who do not comply with this Section.

If an audit inspection in accordance with this Section discloses overpricing or overcharges (of any nature) by the Contractor to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Audit department shall be reimbursed to the City by the Contractor and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Contractor within a reasonable amount of time (not to exceed 45 days) from presentation of City's findings to the Contractor.

1.19 Termination For Contractor Being On The Scrutinized Companies With Activities In The Sudan List and/or Scrutinized Companies With Activities In The Iran Petroleum Energy List. The Contractor is advised that section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of One Million Dollars (\$1,000,000.00) or more, that are on either the Scrutinized Companies with Activities in the

Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List. Both lists are created pursuant to section 215.473, Florida Statutes. The City reserves the right to terminate the Contract if the City discovers that the Contractor has submitted a false certification regarding the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and/or if, during the contract period, the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List.

Proposer understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with companies for goods and/or services that are One Million Dollars (\$1,000,000.00) or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

Proposer hereby certifies that the Proposer is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Proposer understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Proposer to civil penalties, attorney's fees and/or costs.

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 submitted via email by **NOVEMBER 10, 2014 @ 10:30 AM (EST)**.

When submitting the questions, please identify the Section, Section Number and Title, Subsection and Title, and then the question. For Example:

"1.Section I. Scope of Services, Section 5. Camera Requirements, Subsection 5.6 Camera Specifications, Second Bullet, will the City accept video image in black and white?"

For questions under Attachment C. Functional and Non-Functional Requirement Matrix, identify the Functional Category and Reference Number. For Example:

"Attachment C, Functional Category: General System, Reference Number GS-4, Can the drop resistance be 4 feet instead of 6 feet?"

2.2 Communication Policy. During any solicitation period, including any protest and/or appeal, no contact with City officials or employees, other than with the individuals specifically identified in the solicitation, the Director of Purchasing or the legal department is permitted from any proposer. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

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 The Proposer shall provide the following

- One (1) original proposal marked "**ORIGINAL**". The original proposal is the City's official record and recording of the proposal being submitted.
- One (1) complete electronic version of the proposal saved as one (1) PDF document on CD, DVD or USB Drive. The CD, DVD or USB Drive is a supplement and will not be reviewed for compliance.
- One electronic copy of Attachment C. Functional and Non-Functional Requirements in excel format on CD, DVD or USB Drive.
- Five (5) complete copies of the proposal marked "**COPY**" will be for the Evaluation Committee Members.

- One (1) redacted copy of the proposal marked **"REDACTED"**. 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 organized and fasten or bound in the following manner and identified with tabs:

- **Title Page.** Type the name of Proposer's agency/firm, address, telephone number, name of contact person, email address, date, and the title of the RFP.
- **Table of Contents.** Include a clear identification of the written material by section and by page number.
- **Proposal Submittal Check List.** Complete and submit Attachment A. for compliance of certain requirements identified in the RFP package.
- **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 12. Proposer Submittals.
- **Tab 5. References.** Include a reference list of (3) Public Safety Agencies to whom the Proposer has provided Body Worn Cameras and Digital Evidence System to those being proposed to the City. This list will include the following information:
 - Name of Client
 - Contact Person and Title
 - Address, Telephone Number and Email Address
 - Description of prior services performed
 - Contract period: from _____ to
 - Are they a current client/customer? Yes.._____ No _____

Note: Company Client/Customer references are not exempt from public records disclosure. The City will contact the Proposer's references directly. Contact arrangements made through the Proposer are prohibited.

- **Tab 6. Sub-Contracting Forms.** Under Section II. General Conditions, Section I. General Information, Section 5. Contract Requirements, Subsection 5.13 Assignment and Sub-Contracting, the following must be submitted:
 - Schedule of All Sub-Contractors/Consultants/Suppliers Solicited MBD 10
 - Schedule of All Sub-Contractors/Consultants/Suppliers to be Utilized MBD 20

These forms must be submitted with all bids or proposals. Submittals that do not contain these forms will be deemed "non-responsive".

- **Tab 7. Exceptions to the RFP.** Proposer shall submit any exceptions to the requirements under Section I. Scope of Services, Section 15. Technology Terms and Condition only. 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 Section I. Scope of Services Sections 1 thru 14 and 16 thru 19 and Section II. General Conditions and Attachments are prohibited.** Exceptions identified in the proposal that are not authorized for exemption may result in the proposal being deemed non-responsive.

- **Tab 8. Compensation.** It is the responsibility of the Proposer to identify if they are proposing a Hosted Solution or Non-Hosted Solution, or both.

Phase I – Initial Purchase (Deployment)

The initial purchase is for 60 Cameras for three (3) District locations and the Digital Evidence Management System.

In a table format list separately the costs for the components below. Provide detailed information to explain what is being proposed.

- Per Camera Cost.
- Hardware Costs, if applicable.
- Software Cost (Per License).
- Implementation Costs.
- Training Costs.
- Annual Maintenance, Upgrades and Support Costs.

The proposed cost shall include all equipment, hardware, software, professional services, installation, setup and warranties.

Provide in detail, the total-cost-of ownership to include all ongoing expenses after the initial purchase of the Cameras and System to include, extended warranties, software upgrades, maintenance, support license fees, etc.

Phase II – Additional Purchase (Anticipated Various Deployments)

The additional purchase maybe up to 750 additional Cameras for three (3) District locations and the Digital Evidence Management System.

In a table format list separately the costs for the components below. Provide detailed information to explain what is being proposed.

- Per Camera Cost.
- Hardware Costs, if applicable.
- Software Cost (Per License).
- Implementation Costs.
- Training Costs.
- Annual Maintenance, Upgrades and Support Costs.

The proposed cost shall include all equipment, hardware, software, professional services, installation, setup and warranties.

For Phase I and II, the Proposer and its staff assigned to provide services for the City shall include travel and accommodation expenses in the proposal price. The Proposer shall comply with the City's current travel policy; coach/business class airfare seven day advance booking, medium rate hotel accommodations if applicable, economy/midsize car rental and per diem of Breakfast \$8.00, Lunch \$12.00, Dinner \$18.00, and current IRS mileage reimbursement rate.

Trade-In. Will the Proposer provide a trade-in program in order for TPD to upgrade the cameras during the initial term of the contract? If yes, explain. If no, explain.

Note: It is the Proposer’s responsibility to provide a clear understanding of the ALL costs associated to the purchase of the Cameras and System.

- **Tab 9. Proposer’s Affirmation.** Complete and have notarized the Proposer’s Affirmation form provided in the RFP Package. This form must be signed by an authorized representative of the firm as defined below.
- **Tab 10. 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 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.

NOTE: Failure to submit the Proposal Signature Form executed or failure to submit the Proposal Signature Form in the proposal package will result in the proposal being non-responsive. **NO EXCEPTIONS.**

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.

EVALUATION CRITERIA	MAXIMUM POINT VALUES
Proposed Cameras and Digital Evidence Management System And Project Plan and Timeline	45 Points
Company’s Experience, Qualifications, Capability and Personnel	30 Points
Cost to the City	10 Points
References	5 Points
WMBE/SLBE Participation	10 Points
TOTAL POINTS	100 points

4.2 Application of WMBE and SLBE Evaluation Points. During the evaluation of proposals for WMBE and SLBE participation, the Minority and Small Business Development Office will be responsible for assigning the points under this criteria. WMBE and SLBE points will be determined as follows:

1. A maximum of ten (10) rating points may be awarded when the Proposer is a City of Tampa certified WMBE Company participating as the prime contractor deemed **underutilized** within the industry category established by the RFP ("**Non-Professional Services**"); or, ("**Professional Services**")
2. A maximum of five (5) rating points may be awarded when the Proposer is a City of Tampa certified SLBE business participating as the prime contractor; or,
3. One to Seven (1-7) rating points may be awarded when the Proposer is not a City of Tampa certified SLBE prime contractor or a non-underutilized WMBE company but utilizes WMBE and/or SLBE certified firm(s) as Sub-contractors/consultants, and assigned to perform meaningful segments of the contractual services detailed herein and documented on the enclosed MBD Form 10-20 (4 pages total).

NOTE: The maximum number of points achievable for WMBE and/or SLBE participation will not exceed a total of 10 points.

The evaluation includes but is not limited to the following criteria:

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

In all cases, the Proposer and/or subcontractor(s) must be WMBE and/or SLBE certified prior to the opening date and time of the RFP to be eligible to earn WMBE/SLBE rating points. As proof of certification, include copies of all WMBE and SLBE certificates in the proposal. The evaluation process of WMBE and SLBE participation will be evaluated by the City of Tampa's Minority and Small Business Department Office. The Contractor will be required to execute MBD Form 40 (Letter of Intent-LOI) with their subcontractors/sub-consultants prior to award.

- 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, demonstrations or product testing. Upon conclusion of any interviews and/or presentations, demonstrations or product testing, the Evaluation Committee will finalize the scoring against the evaluation criteria.

4.5 INTERVIEWS/DEMONSTRATIONS

If requested, Proposers may be required to participate in on-site interviews and conduct demonstrations to the City's Evaluation Committee and other City representatives, in order to clarify the proposal submitted and present the Proposer's proposed solution. 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 demonstrations will be scored by the Evaluation Committee.

Notwithstanding the possibility of a request for an on-site interview and 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.

Prior to final selection of a Proposer, the City reserves the right to request from the short listed Proposer(s) an opportunity to test the Camera and System being proposed. The testing policy, procedures, timeline, number of Cameras, which District(s) will be conducting the test(s), and the length of the testing will be determined **solely** by the Evaluation Committee and TPD. The testing shall be at no cost to the City and at no obligation to be purchase by the City. The Proposer will be required to provide insurance in order to be on City property. All data captured during the testing phase of the evaluation will be provided on CD to the City at no cost.

4.5 The City reserves the following rights to:

4.5.1 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.

4.5.2 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.

4.5.3 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.

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

4.5.5 Process the selection of the Contractor without further discussion.

4.5.6 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.

4.6 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.**

Prior to award resulting from this solicitation, the Contractor shall be registered to transact business in the State of Florida, and shall furnish the City with proof of registration with ten days of the notice to do so by the City. Failure to promptly submit this evidence of qualification to transact business in the State of Florida may be a basis for rejection of the proposal.

Any Proposer who is owing to the City of Tampa upon any debt, contract, or other obligation to the City, or who is a defaulter as a surety or otherwise, will not be eligible for consideration for contract award regarding this solicitation.

5.2 Contract Term. The contract period shall be for a one-year period from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for four additional one-year periods. Subscription fees, on-going maintenance/upgrades and annual support will be available on a perpetual term basis, unless terminated or canceled by either party.

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 Contractor prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

5.3 Non-Appropriation Of Funds. In the event no funds or insufficient funds are appropriated for expenditures under this contract, the City will notify the Successful Proposal in writing of such occurrence and the contract shall terminate without penalty or expense to the City on the last day of the fiscal year in which sufficient funds have been appropriated.

5.4 Award 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:

10-day written notice with cause; or

30-day written notice without cause.

5.5 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.

5.6 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 Contractor 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 Contractor upon the tangible personal property incorporated in the work and such taxes shall be paid by the Contractor 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 Contractor is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Contractor 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.

5.7 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 contract. A list of the members of the GPC is contained within this bid document.

5.8 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.

5.9 Laws, Codes And Ordinances. The Successful Bidder/Proposer shall comply with all Federal, State, County and City laws, regulations, rules and regulations as applicable to this bid/proposal.

5.10 Payment. Full payment will be made by the City after receipt and acceptance of materials/services and proper invoice in accordance with Florida Statutes § 218.70, *et. seq.*, the Local Prompt Payment Act. Bidders that accept Visa/Mastercard payments can be enrolled in the City's ePayments program for faster payment turnaround, by contacting the City's Accounts Payable Department at acctspayable@tampagov.net.

5.11 Minimum Wage Amendment. The Contractor 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 Contractor 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.

5.12 Invoicing. The Contractor 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.

At the time of submission of its invoices, the Contractor shall submit to the City a report on Form MBD-30, "DMI-Payments" of all sub-contracted amounts and payments along with any other completed reports or forms as may be required by the CITY. In the event the Contractor uses any WMBE and/or SLBE sub-contractors, the Contractor shall provide form MBD-40 "Letter of Intent" (LOI) for all WMBE and/or SLBE sub-contractors the Contractor intends to utilize.

Form MBD-30-DMI Sub-(Contractors/Consultants/Suppliers) Payments
Form MBD-40 Letter of Intent (LOI)

5.13 Assignment and Sub-Contracting. No Contractor shall assign the contract or any rights or obligations there under without the written consent of the City. In the event of such approved Sub-Contracting, the Contractor agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this contract, 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
Schedule of All Sub-Contractors/Consultants/Suppliers to be Utilized MBD 20)

These forms must be submitted with all bids or proposals. Submittals that do not contain these forms will be deemed "non-responsive".

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.

5.14 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.

5.15 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 contract the 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 for City contracts shall be placed only with A.M. Best rated carriers duly licensed to provide insurance 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 Contractor under the contract including the additional insured endorsement, the subrogation waiver endorsement, and the Severability of Interest Provision. All insurance certificates must state the following language in the Description of Operations section of the Acord Certificate: "***The City of Tampa is additional insured with regards to the General Liability***" or by attaching an Endorsement Page to the Acord Certificate designating the City of Tampa as the additional insured. In lieu of the additional named insured requirement, if the 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 form (or its equivalent). 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. Should any aggregate limit of liability coverage be reduced, it shall be immediately increased back to the limit required by the 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 ten working days of receipt of notification of intent to award, the Contractor shall provide the City of Tampa Purchasing Department the required insurance on the Acord 25 Certificate of Insurance form (or its equivalent). 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 contract.

The Contractor 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 contract, 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 contract 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. Professional or Errors and Omission Liability on an occurrence or claims made form, coverage shall cover any act or omission in the rendering of professional services pursuant to the contract.

\$2,000,000 per Claim/Incident

Note: All claims made forms must provide retroactive date information for all policies.

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 Contractor to request updated insurance certificate(s) and endorsement(s).

Rev. 7/13/2012

End of Section II

SECTION III. PROPOSER'S AFFIDAVIT AND PROPOSAL SIGNATURE FORMS

PROPOSER'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 Proposer in the matter at hand, as follows:

1. That the Proposer, if a natural person, is of lawful age.
2. That if the Proposer 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 Proposer is operating under a fictitious name, Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer. The contract let under such circumstances shall be deemed invalid.
6. That the Proposer 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 Proposer; nor does the Proposer know of any City officer or employee having any financial interest in assisting the Proposer to obtain, or in any other way effecting, the award of the contract to this Proposer.
8. That, by submitting this bid, the Proposer 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.
9. That, by submitting this Bid for a Contract \$1,000,000 and greater, Bidder certifies that the Contractor is not on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

FURTHER AFFIANT SAYETH NOT.

Proposer: Complete the applicable Acknowledgement for An Individual Acting In His Own Right, A Partnership or A Corporation, according to your firm 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
INTEGRATED BODY WORN CAMERAS AND
DIGITAL EVIDENCE MANAGEMENT SYSTEM**

In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to provide **RFP# 21120114, INTEGRATED BODY WORN CAMERAS AND DIGITAL EVIDENCE MANAGEMENT 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 Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Telephone No.: _____ Fax No.: _____ Email: _____

Federal I.D. #: _____

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 # _____

Minority Business Status: Black Hispanic Woman Other

Is your business certified as a minority business (WMBE) or small business enterprise (SLBE) with any government agency?

Yes No. If yes, please list below:

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

Sub-Contracting Submittals required: Forms MBD-10, MBD-20 must be submitted with the bid/proposal.

By signing this Proposal Signature Form, the Proposer complies with all of the requirements of the RFP package including but not limited to Communication Policy and City of Tampa Ethics Code contained in SECTION II. GENERAL CONDITIONS.

Authorized Signature: _____ Date: _____

End of Section III

SECTION IV. SUB-CONTRACTING FORMS AND PAYMENT FORM



**Page 1 of 4 DMI – Solicited/Utilized
 City of Tampa – DMI -Schedule of All Sub-(Contractors/Consultants/Suppliers) Solicited
 (FORM MBD-10)**

Contract No.: 15-P-00096 Contract Name: Integrated Body Worn Cameras and Digital Evidence Management System, #21120114

Contractor Name: _____ Address: _____
 Federal ID: _____ Phone: _____ Fax: _____ Email: _____

- No Firms were contacted/solicited for this contract.
- No Firms were contacted because: _____
- See attached documents with supplemental information.

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 W=WMBE	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	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Resp. Rec'd Y/N
Federal ID		NIGP Code (listed above)			

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 completed and submitted with the bid or proposal.** Modifying or failing to sign DMI forms may result in Non-Compliance and/or deemed non-responsive.

Signed: _____ Name/Title: _____ Date: _____

MBD 10 rev. 02/01/13 **Note: Detailed Instructions for completing this form are on the next page**



Page 2 of 4 DMI – Solicited/Utilized

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 follow correspond to the headings on the form required to be completed. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts when Goal has been established.

- **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 Firms were contacted/solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of 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 contacted because.** Provide brief explanation why no firms were contacted/solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you are providing any additional documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

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

- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise.
- **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.
- **Contact 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.



Page 3 of 4 DMI – Solicited/Utilized
City of Tampa – DMI Schedule of Sub-(Contractors/Consultants/Suppliers) to be Utilized
(FORM MBD-20)

Contract No.: 15-P-00096 Contract Name: Integrated Body Worn Cameras and Digital Evidence Management System, #21120114

Contractor Name: _____ Address: _____
 Federal ID: _____ Phone: _____ Fax: _____ Email: _____

- See attached documents.
- No Subcontracting (of any kind) will be performed on this contract.

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)

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise

S = SLBE W=WMBE	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 Scope/Contract %
Federal ID					

Total Subcontract/Supplier Utilization \$ _____
 Total SLBE Utilization \$ _____
 Total WMBE Utilization \$ _____
 Percent SLBE Utilization of Total Bid/Proposal Amt. _____% Percent WMBE Utilization of Total Bid/Proposal Amt. _____%

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this contract. **This form must be completed and submitted with the bid or proposal.** Modifying or failing to sign DMI forms may result in Non-Compliance and/or deemed non-responsive.

Signed: _____ Name/Title: _____ Date: _____

MBD 20 rev. 02/01/13 **Note: Detailed Instructions for completing this form are on the next page.**



Page 4 of 4 DMI – Solicited/Utilized

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. 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.
- **No Subcontracting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal has been set by the City, but will self-perform all work. When subcontractors are utilized during the performance of the contract, 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.
- **See attached documents.** Check if you have provided any additional documentation relating to the utilization of subcontractors.
-

The following instructions are for information of Any and All subcontractors to be utilized.

- **Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise.
- **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 both SLBEs and WMBEs)
- **Percent of Work/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. (Dollar amounts may not apply to CCNA proposals.)
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may not apply to CCNA proposals.)
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may not apply to CCNA proposals.)
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid amount. (Dollar amounts may not apply to CCNA proposals.)
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount. (Dollar amounts may not apply to CCNA proposals.)

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

(FORM MBD-30)

Contract No.: **15-P-00096** WO#, (if any): _____ Contract Name **Integrated Body Worn Cameras and Digital Evidence Management System, #21120114**

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				
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

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

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: _____

DMI form 30 (rev. 10/01/12)

Note: Detailed Instructions for completing this form are on the next page



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 follow correspond to the headings on the form required to be completed. **(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. 05/01/13 – 05/31/13)
- **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

(Form MBD-40)

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

Bid/Proposal/Contract Number: _____

Bid/Proposal/Contract Name: _____

A. To be completed by the Bidder/Service Provider

Name of Bidder: _____

Address: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email: _____

B. To be completed by WMBE/SLBE

Name of WMBE/SLBE: _____

Address: _____

Contract Person: _____

Telephone: _____ Fax: _____

Email: _____

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

D. Cost of work to be performed by WMBE/SLBE: _____

E. Cost of work to be performed by WMBE/SLBE as a percent of total City contract amount: _____

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

Bidder/Proposer: _____ Date: _____

Signature and Title

WMBE/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 bid opening, prior to award. Not providing all letters of intent within the prescribed time frame may be cause to delay award or declare the bid to be non-responsive.

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

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

To be Completed by the Bidder/Service Provide – Please provide prime contractor or main bidders detailed company information as indicated.

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

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

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

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

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

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

Procurement Guidelines To Implement Minority & Small Business Participation

Underutilized WMBE Primes by Industry Category

FORMAL PROCUREMENT	Construction	Construction- Related	Professional	Non-Professional	Goods
	Black	Asian	Black	Black	Black
	Hispanic	Native Am.	Hispanic	Asian	Hispanic
	Native Am.	Woman	Asian	Native Am.	Asian
	Woman		Native Am.		Native Am.
			Woman		Woman

Underutilized WMBE Sub-Contractors / Sub-Consultants

SUB WORK	Construction	Construction- Related	Professional	Non-Professional	Goods
	Black	Black	Black	Black	Black
		Asian	Hispanic	Asian	Asian
		Native Am.	Asian	Native Am.	Native Am.
		Woman	Native Am.		Woman
			Woman		

Policy

The Guidelines apply to formal procurements and solicitations. WMBE participation will be narrowly-tailored.

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- Black = Black/African-American Business Enterprise
- Hispanic = Hispanic Business Enterprise
- Asian = Asian Business Enterprise
- Native Am. = Native American Business Enterprise
- Woman = Woman Business Enterprise (Caucasian)

Industry Categories

Construction is defined as: new construction, renovation, restoration, maintenance of public improvements and underground utilities.

Construction-Related Services are defined as: architecture, professional engineering, landscape architecture, design build, construction management services, or registered surveying and mapping.

Professional Services are defined as: attorney, accountant, medical doctor, veterinarian, miscellaneous consultant, etc.

Non-Professional Services are defined as: lawn maintenance, painting, janitorial, printing, hauling, security guard, etc.

Goods are defined as: all supplies, materials, pipes, equipment, machinery, appliances, and other commodities.

MBD Form-70

ATTACHMENT A - PROPOSAL SUBMITTAL CHECK LIST

The Proposer is cautioned to read and become familiar with all sections of the City of Tampa’s (City) RFP package. Failure to do so may result in the submission of an irregular RFP response by the Proposer resulting in its possible rejection by the City. The following itemized checklist identifies various items that are mandatory requirements in order to accept the Proposer’s response to the City’s RFP. No representation is made that the following checklist is a complete guide to every requirement for consideration by the Proposer.

It is the responsibility of the Proposer to complete the Check List, identify the proposal page number and submit in the proposal under Section II. General Conditions, Section 3. Content of Proposal.

SECTION II. GENERAL CONDITIONS,

SECTION 3. CONTENT OF PROPOSALS

BEGINNING PAGE NUMBER IN PROPOSAL

Tab 1. Addenda.	_____
Tab 2 Florida Public Records Law.	_____
Tab 3. Response to Proposal.	_____
Tab 4. Section I, Scope of Services, Section 12. Proposer Submittals	_____
Tab 5. References.	_____
Tab 6. Sub-Contracting Forms.	_____
Tab 7. Exceptions to the RFP	_____
Tab 8. Compensation	_____
Tab 9. Proposer’s Affirmation	_____
Tab 10. Proposal Signature Form.	_____

ARE THE FOLLOWING FORMS SUBMITTED IN THE PROPOSAL?

SECTION III. BIDDERS AFFIRMATION FORM

Form is filled out, executed and notarized. _____

SECTION III. PROPOSAL SIGNATURE FORM

Form is filled out and executed. _____

SECTION IV. SUB-CONTRACTING FORMS

Form MBD 10 - Solicited

Form is filled out and executed. _____

Form MBD 20 - Utilized

Form is filled out and executed. _____

Is the proposal submitted in the format required under Section 3. Content of Proposal? _____