

June 24, 2003

**REQUEST FOR PROPOSALS (RFP)
FOR
INFORMATION TECHNOLOGY RISK ASSESSMENT**

Pursuant to Chapter 69-1119, Special Acts, Laws of Florida, sealed proposals for **INFORMATION TECHNOLOGY RISK ASSESSMENT, RFP #61072903** will be received by the Director of Purchasing, City of Tampa, until **2:30 PM, JULY 29, 2003**; then to be opened and read aloud.

A pre-proposal conference will be held on **JULY 11, 2003 @ 9:30 AM** at the City of Tampa Purchasing Department, 306 E. Jackson Street, Tampa, FL 33602. The purpose of this conference is to answer questions that may arise from these proposal documents.

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

Questions regarding this proposal should be referred to: **LINDA JOHNSON @ 813/274-7490**.

Proposals may be mailed, express mailed or hand delivered to:

**City of Tampa Purchasing Department
Bid Control Division
306 E. Jackson Street, 2nd Floor
Tampa, FL 33602**

STATEMENT OF NO PROPOSAL

If you do not intend to submit a proposal, please complete the information below and return this form to the address above with the proposal number and title clearly marked on the front of the envelope no later than the opening date indicated above. Please be advised that if the "no proposal" statement is not executed and returned, your name may be deleted from the list of registered bidders.

We decline to submit a proposal for the following reasons:

- () Insufficient time to respond; schedule will not permit us to perform.
- () Unable to meet specifications; we do not offer this product or an equivalent.
- () Unable to meet Bond, Insurance, or MSDS requirements.
- () Unable to meet Affirmative Action requirements.
- () Specifications unclear, too tight, or other reason.
- () Reason for declining on attached sheet.

Company Name: _____ Date: _____

Telephone: Number: _____ Signature: _____

GPC LISTING

Hillsborough County Sheriff's Office
J. H. Shillady, Fiscal Officer
P.O. Box 3371
Tampa, FL 33601
813-247-8033 – Telephone
813-247-8246 – Fax
jshillady@hcsso.tampa.fl.us

City of Plant City
Phil Waldron, City Manager
Drawer "C"
Plant City, FL 33564
813-659-4200 – Telephone
813-659-4206 – Fax
citymanager@plantcitygov.com

Tampa Port Authority
Mike Macaluso, Deputy Port Director-Finance
P.O. Box 2192
Tampa, FL 33601
813-905-5164 – Telephone
813-905-5109 – Fax
mmacaluso@tampaport.com

Hillsborough County Aviation Authority
Doug Hanlon, Purchasing Manager
P.O. Box 22287
Tampa, FL 33622
813-870-8700 – Telephone
813-875-6670 – Fax
dhanlon@tampairport.com

Hillsborough Area Regional Transit Authority
Sharon Dent, Director
4305 E. 21st Street
Tampa, FL 33605
813-623-5835 – Telephone
813-664-1119 – Fax
dents@hartline.org

Hillsborough Community College
Paul Johnson, Director of Purchasing
39 Columbia Drive
Tampa, FL 33606
813-253-7060 – Telephone
813-253-7561 – Fax
P.Johnson@hcc.cc.fl.us

State Attorney's Office
Mark Ober, State Attorney
800 E. Kennedy Blvd., 5th Floor
Tampa, FL 33602
813-272-5400 – Telephone
813-272-7014 – Fax
Ober_M@SAO13th.com

Hillsborough County Purchasing
Lula Banks, Director
P.O. Box 1110
Tampa, FL 33601
813-272-5790 – Telephone
813-272-6290 – Fax
purchasing@hillsboroughcounty.org

City of Temple Terrace
Judy Crutcher, Assistant Purchasing Agent
P.O. Box 16930
Temple Terrace, FL 33687
813-989-7100 – Telephone
813-989-7185 – Fax
jcrutcher@templeterrace.com

Hillsborough County School Board
Hank Morbach
P.O. Box 3408
Tampa, FL 33601
813-272-4000 – Telephone
813-272-4007 – Fax
hank.morbach@sdhc.k12.fl.us

Tampa Sports Authority
Joe Haugabrook, Director of Purchasing
4201 N. Dale Mabry Highway
Tampa, FL 33622
813-673-4300 – Telephone
813-673-4312 – Fax
jhaugabrook@tampasportsauthority.com

City of Tampa Housing Authority
Jerome Ryals, Executive Director
1514 Union Street
Tampa, FL 33607
813-253-0551 – Telephone
813-4522 – Fax
jeromer@THAFL.com

University of South Florida
Tom Dibella, Director of Purchasing
Division of Procurement
Adm 185
Tampa, FL 33620
813-974-2481 – Telephone
813-974-5362 – Fax
tdibella@admin.usf.edu

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SECTION I. SCOPE OF SERVICES

1. BACKGROUND

The City of Tampa's Internal Audit Department is seeking the services of a qualified firm experienced in assessing Information Technology (IT) risks for the purpose of performing a risk assessment of the City's IT environment and developing a continuing IT audit plan. The Department's mission is "to provide an independent appraisal function within the City and to assist members of the management team in the effective discharge of their responsibilities by furnishing them appraisals, recommendations and pertinent, relevant information concerning the activities and/or areas under review."

The City utilizes IT in all parts of its operations. IT is a key component in the process to continuously improve the City's operations by improving services and reducing costs. Due to the diversified operations within the City, several types of applications and platforms exist. Risks associated with IT, such as data integrity and reliability, availability, security, and efficiency, need to be effectively managed.

2. GOAL

The overall goals of this engagement is to perform a risk assessment of the City's IT environment to improve IT functions and develop a continuing IT audit plan. The risk assessment process should utilize a risk-based approach and identify both its strengths and opportunities for improvement.

3. OBJECTIVES

The Successful Proposer will examine and evaluate the organization, services and processes of the IT Department. The methodology of the risk assessment should conform to, or be developed from one or more of the professional organizations that have promulgated industry standards and guidelines for conducting IT risk assessments (e.g., IT Governance Institute, United States General Accounting Office, International Federation of Accountants and International Organization for Standardization). Finally, the methodology should provide an analysis of risk areas and serve as a basis for developing a continuing IT audit plan. The Successful Proposer shall not be allowed to provide any equipment, software or management services to the City that may be recommended as a result of the risk assessment or have any financial or operational ties to any potential vendors.

The primary objectives of the study are:

3.1 Obtain an understanding of key business operations, the IT environment, new and on-going IT initiatives, key data information flows, and IT risk management infrastructure (policy, procedures, organization, etc.).

3.2 Analyze and evaluate the quality of processes, routines and controls of the following general IT processes:

- Organization and management of IT operations.
- Local area network infrastructure.
- Application development and maintenance.
- Computer operations and disaster recovery.
- IT application, network and infrastructure security.

3.3 Identify and describe high-risk areas.

3.4 Identify and describe mitigating controls for the defined high-risk areas and compare the existing control structure with the IT industry 's best practices.

3.5 Evaluate each risk area and define overall risk level for the City.

3.6 Identify opportunities for improvement and develop practical and cost effective recommendations for each opportunity identified.

3.7 Identify and describe the scope of future IT audit projects that would address the high risk areas or otherwise be relevant.

3.8 The assessment completion date shall be within three months from the date of award.

4. PROPOSER REQUIREMENTS

The Successful Proposer will provide the following:

4.1 Description of methodology used to perform engagement, approach taken to gain an understanding of the IT function and the criteria used to identify risk and evaluation controls.

4.2 Statement of compliance with the guidance of one or more of the professional organizations that have promulgated industry standards and guidelines for conducting IT risk assessments.

4.3 Description and overall assessment of the IT environment including the following areas:

- Organization and management of IT operations.
- Local area network infrastructure.
- Application development and maintenance.
- Computer operations and disaster recovery.
- IT application, network and infrastructure security.

4.4 Risk assessment – identification of strengths and opportunities for improvements (risk areas and mitigating controls).

4.5 Recommendations for improvements to include implementation plans and cost estimates.

4.6 Recommendations and descriptions of continuing IT audit plan.

5. IMPLEMENTATION

The Successful Proposer shall meet with the management team to discuss project scope. During the term of the award, the Successful Proposer shall meet with the management team and department staff designated by Internal Audit to discuss project scope, as necessary. Meetings shall take place monthly or as deemed necessary to discuss progress and unique issues that may have surfaced, and monthly status reports shall be submitted against each contract performance measure to the management team.

The Successful Proposer shall prepare a draft report of its recommendations for review, comment, revision, and then prepare the final report. In the final report, an executive summary, index,

and a numeric list of all recommendations shall be included. The Successful Proposer shall provide a summary of recommendations and provide complete copies to the management team.

6. SUBMITTALS

6.1 Provide number of years firm has been in business and the firm's qualifications and experience performing similar IT reviews.

6.2 Provide a list of similar engagements that the firm has performed within the last two years.

6.3 Provide a list of name(s) and professional qualifications, responsibilities and resumes of the managerial, technical and support staff identified to conduct the engagement.

7. MANAGEMENT

If, during the course of the assessment, the Successful Proposer makes personnel changes, the City has the right of review, acceptance and/or reject proposed substitute(s).

The City will provide a work site for the Successful Proposer's staff member(s) within the City's facility.

8. QUALIFICATIONS

The City reserves the right to investigate the qualifications and accomplishments of all Proposers under consideration. The City may require additional evidence of technical capabilities and other representations made in conjunction with responses to the RFP. This additional evidence may include, but is not limited to, references from Proposer's clients who received similar services.

9. CONFLICT OF INTEREST

The Successful Proposer shall not be allowed to provide any equipment, software or management services to the City that may be recommended as a result of the risk assessment or have any financial or operational ties to any potential vendors.

End of Section I

SECTION II. GENERAL CONDITIONS

1. GENERAL INFORMATION

1.1 PROPOSAL DUE DATE. Sealed proposals (one original and five complete copies) 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.

1.2 ADDENDUM AND AMENDMENT TO RFP. If it becomes necessary to revise or amend any part of this RFP, the City will furnish a revision by written Addendum to all prospective Proposers who received an original RFP.

It will be the responsibility of the Proposer to contact the Purchasing Department 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 FLORIDA PUBLIC RECORDS LAW. In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by other applicable State and Federal Laws, all Proposers should be aware that the RFP and the responses thereto are in the public domain and are available for public inspection. The Proposers are requested, however, to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to this RFP will become the property of the City of Tampa and will not be returned. In the event of an award, all documentation produced as part of the award will become the exclusive property of the City.

1.4 HOLD HARMLESS. The Successful Proposer shall agree to release, indemnify and hold harmless the City of Tampa 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 Successful Proposer, its agents or employees, in the execution or performance of the obligations assumed under, or incidental to, the award into which the Successful Proposer and the City will enter, except when caused solely by the fault, failure or negligence of the City, its agents or employees.

1.5 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.

1.6 PROPOSALS BINDING. All proposals submitted shall be binding for 120 calendar days following the opening.

1.7 AFFIRMATIVE ACTION

The City of Tampa requires that all awards/contracts exceeding or that can be reasonably expected to exceed a total of \$10,000.00 over any period, when the Bidder has fifteen or more employees; and/or all awards/contracts exceeding or that can be reasonably expected to exceed a total amount of \$50,000.00 over any period and regardless of the number of employees must comply with the City's Equal Employment Opportunity and Affirmative Action Ordinance.

An Affirmative Action Program means a written, results-oriented program meeting the requirements of all applicable regulations, whereby an Awardee/Contractor or Subcontractor makes a good-faith effort to employ women and minorities at all levels of employment, and to treat employees equally without regard to their status as a woman or as a minority.

An Affirmative Action Plan is defined as a written narrative plan designed to remedy the effects of underutilization and past discrimination and to assist an employer to achieve its employment goals for women and minorities through good-faith efforts in all areas of employment and contracting.

Affirmative Action Programs are reviewed and approved by the City's Women and Minority Business Enterprises (W/MBE) Office. Upon approval of an affirmative action program, a certificate of approval, valid for two years, shall be issued to the Awardee/Contractor.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. During the period of this award/contract, said Awardee/Contractor agrees as follows:

(a) The Awardee/Contractor shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, national origin, sexual orientation, age, handicap, familial status, or marital status. As used herein, the words "shall not discriminate" shall mean and include without limitation the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Awardee/Contractor agrees to, and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding/contracting officers setting forth the provisions of the EEO clause.

(b) The Awardee/Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Awardee/Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, sexual orientation, age, handicap, familial status, or marital status.

(c) The Awardee/Contractor shall send to each labor union or representative of workers with which the Awardee/Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representatives of the Awardee's/Contractor's commitments under the City's equal employment opportunity and affirmative action ordinance and other city code or ordinance and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Awardee/Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

(d) The Awardee/Contractor shall furnish all information and reports required by the City and shall permit access to the books, records, and accounts of the Awardee/Contractor during normal business hours for the purpose of investigation so as to ascertain compliance with the equal opportunity and affirmative action ordinance and program.

(e) The Awardee/Contractor shall, specifically or by reference, include the provisions of paragraphs (a) through (h) of this equal opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each Subcontractor or Vendor.

(f) The Awardee/Contractor and its Subcontractors, if any, shall file compliance reports at reasonable times and intervals with the City in the form and to the extent prescribed. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Awardee/Contractor and its Subcontractors.

(g) The Awardee/Contractor shall take such action with respect to any Subcontractor as the City may direct as a means of enforcing the provisions of paragraph (a) through (h) herein, including penalties and sanctions for noncompliance.

(h) A finding, as hereinafter provided, that a refusal by the Awardee/Contractor or the Subcontractor to comply with any portions of this program as herein provided and described, may subject the offending party to the penalties provided in Sections 26.5-141 and 26.5-178 of the City Code.

AFFIRMATIVE ACTION REQUIREMENTS

No applicable award/contract shall be made/executed on behalf of the City unless at least one of the following requirements is met:

(a) The workforce reflects local labor pool demographics. The Awardee/Contractor has demonstrated that its workforce reflects the demographic characteristics of the available pool of labor skills normally utilized by the Awardee/Contractor, based on the United States Equal Employment Opportunity Commission (EEOC) and the Office of Federal Contract Compliance Program (OFCCP) guidelines, as they may be amended, and that each applicable Subcontractor has met one of the requirements of this section. If an Awardee/Contractor or Subcontractor has the applicable Tampa-area workforce, it shall meet this requirement if its Tampa-area workforce reflects local demographic characteristics of the available pool of labor skills.

(b) Equal employment opportunity clause and affirmative action program. The Awardee/Contractor has demonstrated good-faith efforts to comply with section 25.6-176 of the ordinance and has an existing affirmative action program to be submitted to and approved by the City. The Awardee/Contractor must demonstrate that each Subcontractor has met one of the requirements of this section. An affirmative action program shall be approved if it is pursuant to an order of a federal court with jurisdiction over the Awardee's/Contractor's employment practices, or if it meets the standard of the EEOC and OFCCP guidelines, as they may be amended.

OTHER REQUIREMENTS. Each Bidder shall submit any information required by the ordinance in duplicate to the Director of Purchasing as part of the bid documents. Each Bidder shall file, as part of the documents of such award/contract, employment information in such form as may be required by the City and shall ensure that each Subcontractor, if applicable, also files such information.

NON-COMPLIANCE WITH REQUIREMENTS.

A determination by the City that the Bidder, Awardee, Contractor, Subcontractor, offeror or vendor fails to comply with the provisions of the Ordinance shall subject the offending party to any or all of the following penalties.

(a) Declare the Bidder's bid non-responsive and ineligible to receive the involved award/contract.

(b) Withhold from the Awardee/Contractor in violation ten percent of all future payments under the involved award until it is determined that the Awardee/Contractor is in compliance.

(c) Withhold from the Awardee/Contractor in violation all future payments under the involved award/contract until it is determined that the Awardee/Contractor is in compliance.

(d) Exclusion from submitting a bid for any future procurement by the City until such time as the Awardee/Contractor demonstrates that it will comply with all of the provisions of the ordinance.

(e) Termination, by the City, of the award/contract.

For additional information concerning Affirmative Action Programs, contact the W/MBE Office at 813/274-5543 or 813/274-5522.

2. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

2.1 To ensure fair consideration for all Proposers, the City prohibits prospective Proposer's communication with any department or employee during the submission process. Questions relative to the interpretation of specifications or the proposal process shall be addressed to the City during the pre-proposal conference.

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

3. CONTENT OF PROPOSALS.

3.1 Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to fulfill the requirements of the proposal.

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the following manner:

3.1.1 TITLE PAGE. Type the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the title of the RFP.

3.1.2 TABLE OF CONTENTS. Include a clear identification of the written material by section and by page number. Tabs shall identify Sections 3.1.3 through 3.1.9.

3.1.3 RESPONSE TO PROPOSAL. Specifically state the Proposer's understanding of the work to be accomplished and make a positive commitment to perform the work to include each section addressed in the Scope of Services.

3.1.4 REFERENCES. Include a reference list of at least three clients to whom the Proposer has provided services similar to those being proposed to the City. This list will include the following information:

- Name of Client
- Date of Services
- Address
- Contact Person
- Telephone Number
- Fax Number

3.1.5 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.

3.1.6 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.

3.1.7 COMPENSATION. Submit an all-inclusive cost statement.

3.1.8 PROPOSER'S AFFIRMATION AND DECLARATION. Complete and have notarized the Proposer's Affirmation and Declaration form provided in the RFP Package. This form must be signed by an authorized representative of the firm as defined in 3.1.9 below.

3.1.9 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 or vice president signing 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. The proposal shall also bear the seal of the corporation attested by its corporate secretary.

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

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

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

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

4. EVALUATION OF PROPOSALS

4.1 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. All proposals submitted will be evaluated by the evaluation committee and will be ranked by the criteria provided in this RFP, including the following:

- Cost to the City
- Experience and Qualifications
- Methodology of Risk Assessment
- Responsiveness to the Scope of Services
- Personnel

4.2 The evaluation committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

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, if applicable.

4.3.5 Such other information that may be required or secured.

4.4 The City reserves the following rights to:

4.4.1 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.

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

4.4.3 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.

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

4.4.5 Process the selection of the successful Proposer without further discussion.

4.4.6 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.

4.5 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 award. Unless otherwise stated, such requests would be made after the submission of the proposals and prior to award.

5. AWARD REQUIREMENTS

5.1 BASIS OF AWARD. An award will be awarded to the most responsible and responsive Proposer whose proposal meets the needs of the City to the best degree.

5.2 AWARD TERM. The period of the award 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 two additional one-year periods.

5.3 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.

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

5.5 ASSIGNMENT. No Proposer shall assign his proposal or any rights or obligations thereunder without the written consent of the City. In the event of such approved subcontracting, the Contractor agrees to provide the City with written documentation relative to the subcontractor(s) employed in this award/contract, including but not limited to the subcontractor's W/MBE and Equal Employment Opportunity/Affirmative Action status.

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 award 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 Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment or process, to be performed under the award, 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 PAYMENT METHOD AND SCHEDULES. Payments will be made by the City after receipt and acceptance of proper invoices and normal processing time--approximately 30 days total. The City does not pay service charges or interest on late payments, except in accordance with law.

5.8 DEFAULT/RE-AWARD. Any award 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 award 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 an award 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.

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

5.10 USE OF STATE CONTRACT OR GPC BIDS. The City of Tampa reserves the right to utilize applicable State of Florida Contracts or GPC Bids for any items covered by this specification when the use of same is in the best interest of the City of Tampa.

5.11 CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME). A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$10,000.00 and greater) for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida State Statute 287.133 (2)(a)]

6. INSURANCE REQUIREMENTS

During the life of the award, the Successful Proposer shall provide, pay for, and maintain with companies satisfactory to the City the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida. The general liability policy shall provide that the City is an additional insured as to the operations of the Provider under the Award and also shall provide the Severability of Interest Provision.

The insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are to be furnished by the City. Each Certificate must be personally manually signed by the Authorized Representative of the insurance company shown in the Certificate. Thirty days' written notice by registered or certified mail must be given the City of any cancellation, intent not to renew, or reduction in the policy coverages, except in the application of the aggregate liability limits provisions. Should any aggregate limit of liability coverage be reduced, it shall be immediately increased back to the limit required by the award. The insurance coverages required herein are to be primary to any insurance carried by the City or any self-insurance program thereof.

Within ten working days of receipt of notification of intent to award, the successful bidder shall provide the City of Tampa Purchasing Department the required insurance on the City Insurance Form. Failure to furnish by the 10th working day may disqualify bidder as non-responsible, unless the due date is extended by the Director of Purchasing or her Designee.

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

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

- (b) **Commercial General Liability Insurance** coverage shall include Personal Injury, Contractual for this Award, and Independent Contractors.

Bodily Injury & Property Damage Liability -- \$500,000 Combined Single Limit Each Occurrence and Annual Aggregate.

- (c) **Professional Liability** coverage shall cover any act or omission in the rendering of professional services pursuant to the award.
\$500,000 per Claim/Incident

End of Section II

SECTION III. BIDDERS AFFIRMATION AND DECLARATION AND PROPOSAL SIGNATURE FORM

BIDDER'S AFFIRMATION AND DECLARATION

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 (or who is unsworn if that be the case) and being fully aware of the penalties of perjury, does hereby state and declare, on his own behalf or on behalf of a partnership or corporation, whoever or whichever is the Bidder in the matter at hand, as follows:

1. That the Bidder, if an individual, is of lawful age.
2. That if the Bidder is a partnership or a corporation, it has been formed legally; if a Florida corporation, it has filed its Articles of Incorporation with the Florida Secretary of State; if a corporation incorporated under the laws of a state other than Florida, it is duly authorized to do business in the State of Florida.
3. That if the Bidder is using a fictitious name, he/she/it has complied with the Fictitious Name Statute of the State of Florida.
4. That the Bidder has not submitted a rigged Bid, nor engaged in collusive bidding or collusive bidding arrangement or fraudulent bidding, or entered into a conspiracy relative to this bid, with any other person, partnership, or corporation making a bid for the same purpose. The Bidder is aware that "Any understanding between persons where one or more agree not to bid, and any agreement fixing the prices to be bid so that the awarding of any contract is thereby controlled or affected, is in violation of a requirement for competitive bidding and renders a contract let under such circumstances invalid." [See McQuillian, Municipal Corporations, §26.69].
5. That the Bidder is not in arrears to the City of Tampa upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the City.
6. That no officer or employee of the City, either individual 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 obligation entered into between the City of Tampa and this Bidder or awarded to this Bidder; nor shall any City officer or employee have any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of the contract or obligation of this Bidder.
7. That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.

FURTHER BIDDER SAYETH NOT.

Bidder: 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
INFORMATION TECHNOLOGY RISK ASSESSMENT**

In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to provide **RFP#61072903, INFORMATION TECHNOLOGY RISK ASSESSMENT**, in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation. This completed Proposal Signature form shall 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 3.1.9 of this RFP.

Please type or print:

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

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

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

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

Yes No. License # _____

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

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

Federal I.D. #: _____

Authorized Signature: _____ Date: _____

Minority Business Status: Black Hispanic Woman

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

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

AFFIRMATIVE ACTION. This section applies only to bids over \$10,000.00. In order to comply with the City of Tampa Equal Employment Opportunity and Affirmative Action Ordinance, said company **(please check the appropriate box)**:

is submitting with this bid has submitted prior to this bid

to the City of Tampa Purchasing Department one of the following: (Please check the appropriate box below and attach the appropriate documents.)

An Affirmative Action Program to be approved by the City.

Proof of Certification of Compliance stating that said company already has a governmental (Federal, State, City of Tampa, etc.) approved or federally court ordered Affirmative Action Program.

Appropriate documentation that the company's workforce reflects the local labor pool demographics.

Said company is exempted, because the bid is \$50,000.00 or less and the company employs fewer than 15 employees. Please submit a UCT-6W (Quarterly Wage and Earning Report) or a computerized wage statement.

Contact Person for questions concerning Affirmative Action:

Name: _____ Telephone Number: _____

Number of Employees: _____ Fax Number: _____

Authorized Signature: _____ Date: _____

End of Section III

