

May 18, 2000

## REQUEST FOR PROPOSALS

Sealed proposals for an **ELECTRONIC GOVERNMENT BUSINESS PORTAL AND PAYMENT SYSTEM** for the City of Tampa, **RFP #61070600**, will be received by the Director of Purchasing, City of Tampa, until **2:30 p.m., July 6, 2000**; then to be opened and read aloud.

A pre-proposal conference will be held on **May 31, 2000 at 10:30 a.m.** 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: **Lynn Kennedy @ 813/274-8835**.

**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: \_\_\_\_\_ Signature: \_\_\_\_\_

# TABLE OF CONTENTS

SECTION 1 PROJECT OVERVIEW .....	1
1.1 Purpose And Strategic Overview.....	1
1.2 Procurement Approach .....	1
1.3 Overview Of Project Scope .....	1
SECTION 2 GENERAL INFORMATION .....	3
2.1 Point of Contact .....	3
2.2 RFP Structure .....	3
2.3 Description of Process .....	3
2.4 Schedule/Delivery of Proposals .....	3
2.4.1 <i>Schedule of Events</i> .....	3
2.4.2 <i>Response Submission Requirements</i> .....	3
2.4.3 <i>Pre-Proposal Conference and Addenda</i> .....	4
2.4.4 <i>Inquiries - Point of Contact</i> .....	4
2.5 Definitions.....	4
2.6 Selection/Evaluation Process.....	4
2.6.1 <i>Rights of the City</i> .....	5
2.6.2 <i>Committee Recommendation</i> .....	5
2.7 Contract Requirements.....	6
2.7.1 Basis of award.....	6
2.7.2 Contract Term.....	6
2.7.3 Addition/Deletion.....	6
2.7.4 Assignment.....	6
2.8 One or More Contracts .....	6
2.9 Incurred Expenses .....	6
2.10 Florida Public records Law .....	6
2.11 Contracting Entity .....	6
2.12 Term of Response .....	7
2.13 Unauthorized Withdrawal of Proposal .....	7
2.14 Rejection of Proposals .....	7
SECTION 3.0 MANDATORY RESPONSE REQUIREMENTS.....	8
3.1 Title Page.....	8
3.2 Table of Contents.....	8
3.3 General.....	8
3.3.1 <i>Must Note Exceptions</i> .....	8
3.3.2 <i>No Marketing Materials Desired</i> .....	8
3.3.3 <i>Marked Pages and Exhibits</i> .....	8
3.4 Response Format .....	8
3.4.1 <i>Transmittal Letter</i> .....	8
3.4.2 <i>Executive Summary</i> .....	9
3.4.3 <i>Services Proposed</i> .....	9
3.4.4 <i>Proposer Information</i> .....	9
3.4.5 <i>Financial Stability</i> .....	9
3.4.6 <i>References</i> .....	9
3.4.7 <i>Technical Capabilities</i> .....	9
3.4.8 <i>Organizational and Staffing Plan</i> .....	9
3.4.9 <i>Project Plan</i> .....	10
3.4.10 <i>Termination Transition Plan</i> .....	10
3.4.11 <i>Exceptions to RFP Specifications and Proposal Assumptions</i> .....	11
3.4.12 <i>Proposer's Affirmation &amp; Declaration</i> .....	11
3.4.13 <i>Proposal Signature Page</i> .....	11

SECTION 4 GENERAL TERMS AND CONDITIONS.....	12
4.1 General.....	12
4.2 Alternate Proposals.....	12
4.3 Time of Performance.....	12
4.4 Default.....	12
4.5 Termination.....	12
4.5.1 For Convenience.....	13
4.5.2 For Cause.....	13
4.5.3 Liabilities.....	13
4.5.4 Protection of Network Operations in Transition.....	13
4.5.5 Procurement of Equipment, System Software and Applications.....	13
4.6 Intellectual Property Rights.....	13
4.7 Year 2000 Warranty Compliance.....	13
4.8 Governing Law.....	14
4.9 Contract Amendments.....	14
4.10 Independent Contractor Status.....	15
4.11 Right to Audit.....	15
4.12 Title, Risk of Loss and Freight.....	15
4.13 Convicted Vendor List(Public Entity Crime).....	15
4.14 Proposing Entities.....	15
4.15 Sales and Use Tax.....	15
4.16 Observance of The City Rules and Regulations.....	15
4.17 Recall Notice.....	16
4.18 Non-Disclosure.....	16
4.19 Publicity.....	16
4.20 Severability.....	16
4.21 Non-Waiver of Defaults.....	16
4.22 Acceptance of Products and Services.....	16
4.23 Affirmative Action.....	16
SECTION 5 POST SELECTION CONTRACT ISSUES.....	19
5.1 RFP as Part of Contract.....	19
5.2 Bonding Requirement.....	19
5.3 Insurance.....	19
5.4 News Releases and Advertisements.....	19
SECTION 6 SCOPE OF WORK.....	20
6.1 Project Objectives.....	20
6.1.1 Role Definition.....	21
6.1.2 Evaluating Benefits to Customers.....	21
6.2 Project Initiation.....	21
6.3 Project Timeline.....	22
6.4 Project Descriptions.....	22
6.4.1 Project: Utility Services Account Inquiry and Payments.....	22
6.4.2 Project: Complaint Handling and Citizen Action Inquiries.....	22
6.4.3 Project: Video Streaming.....	23
6.4.4 Project: Business Licience Services.....	23
6.4.5 Project: Vendor Services.....	23
6.4.6 Project: Employment Services.....	23
6.4.7 Project: Public Safety Services.....	24
6.4.8 Project: Permitting and Inspectional Services.....	24
6.4.9 Project: Project: Parking Services.....	24
6.4.10 Project: Facilities Reservaton Services.....	25
6.4.11 Project: Museum of Art Store.....	25
6.5 Common Payment System.....	25
6.5.1 Process Flow.....	25
6.5.2 Research and Support.....	26
6.5.3 Conceptual Payment System Flow Diagram.....	26
6.6 Operational Requirements.....	26
6.6.1 Customer Service.....	26
6.6.2 Financial Procedures.....	27

6.6.3	<i>Integration with Back-End Systems</i>	27
6.6.4	<i>Common Application Front-End</i>	28
6.6.5	<i>Development Requirement</i>	28
6.7	Process Improvement	32
6.8	Implementation Schedule	32
6.9	Service Levels	32
6.10	Business Management Model	33
6.10.1	Organization	33
6.10.2	Business Model for Self-supporting Portal	33
6.10.3	Management and Administration Services	33
6.10.4	Cost Proposal Rate Structure	34
6.10.5	Value Added Transaction Rates	34
6.10.6	Ownership of the Portal Hardware and Software	34
6.10.7	Percentage of Rates Returned to the City for Reinvestment	34
	Bidder's Affirmation	35
	Proposal Signature Form	38
APPENDICES		
	Current Infrastructure Description	41
	Summary Of Customer Inquiry Calls By Department	42
	Conceptual Payment System Flow	43
	Front-End Application Information Flow	44

## SECTION 1 PROJECT OVERVIEW

### 1.1 PURPOSE AND STRATEGIC OVERVIEW

The City of Tampa is pursuing an e-government initiative to give citizens access to its government twenty-four hours a day, seven days a week. The City is looking for a strategic partner to assist in developing creative solutions to providing web-enabled software applications and support services that will allow citizens to conduct business with the City over the Internet.

This **Request for Proposal (RFP)** is released so that a framework for the future growth and development of Tampa's e-government business Portal on the Internet can be created. This system is referred to as the **Tampa Electronic Government Portal**. The Portal will require the following types of electronic transactions:

- 1.1.1 The ability for the City to send documents and forms to members of the public and persons who are regulated by the City;
- 1.1.2 The ability for the City to receive applications for licenses and permits and receive documents for filing from members of the public and persons who are regulated by the City that, when a signature is necessary, can be electronically signed by the member of the public or regulated person; and
- 1.1.3 The ability for the City to receive required payments from the public and persons who are regulated by the City.

The expected result of this RFP is the development of a contractual arrangement with the Successful Proposer ("Contractor") to create and manage the Tampa Electronic Government Portal for providing online governmental transactions for the City of Tampa. Proposers are invited to propose how they would create this system, provide a plan for deploying the system on the Internet and recommend self-supporting cost recovery system.

### 1.2 PROCUREMENT APPROACH

The City of Tampa intends to award a contract to a single Contractor. The Contractor will be responsible for all requirements of this RFP and deliverables. The RFP is scheduled for a quick release, review and award process. Proposers not able to complete the RFP response or delivery schedule described in this RFP should not respond to the RFP.

It is the intent of the City that the Tampa Electronic Government Portal be developed, operated, and funded solely by the Contractor.

### 1.3 OVERVIEW OF PROJECT SCOPE

This RFP calls for the successful completion of seven objectives that form the Tampa Electronic Government Portal. These objectives are listed below. Detailed information and specifications for each deliverable are defined in **Section 6**.

- 1.3.1 Complete a self-supporting framework for the development and implementation of electronic government for the City.
- 1.3.2 Establish an online payment system for applications.
- 1.3.3 Provide customer information services.
- 1.3.4 Support the Tampa Electronic Government Portal through an outsourced partnership with a Contractor: The Contractor may be responsible for all aspects of maintaining and supporting the Portal. This includes but is not limited to, the security and directory server, licenses for

- all software, hardware required for the system, development of API links to applications, customer relations management and help desk support.
- 1.3.5** Establish policies and procedures to govern the use of the Portal subject to the approval of the City.
  - 1.3.6** Create a common format for applications accessed through the Portal.

The City requires detailed explanations on how the proposed systems will meet these objectives. As stated previously, it is the City's intention to award to a single Contractor; however, in order to ensure full functionality, the City may award separate and distinct contracts for different components of this RFP.

## SECTION 2 GENERAL INFORMATION

### 2.1 POINT OF CONTACT

Inquiries regarding this RFP should be directed to the **Point of Contact** identified in subsection 2.4.4. Upon review and evaluation of the RFP responses, the City will determine the need to contract for the awarded services.

### 2.2 RFP STRUCTURE

The RFP sections are structured to facilitate Proposer responses. In reviewing and responding to the RFP, Proposers should understand the sections as follows:

- **Section 1** provides an overview of the work required in order for Proposers to gain an initial scope of the Tampa Electronic Government Portal.
- **Section 2** describes the procurement process during the response and award period.
- **Section 3** describes the format for the proposal responses. This ensures that all responses are evaluated in an equitable manner.
- **Sections 4 and 5** provide initial Terms and Conditions. Proposers must respond with its acceptance of the terms provided or note exceptions in its response (subsection 3.4.11).
- **Section 6** describes the Scope of Work for the Project. Proposers must respond to each specification and explain how the specification will be met.

### 2.3 DESCRIPTION OF PROCESS

An initial review of proposals will be conducted to determine responsiveness to this RFP. Responsive proposals will be evaluated and a determination will be made if negotiations with a Proposer are in the best interest of the City.

The review process is discussed in further detail in subsection 2.6.

### 2.4 SCHEDULE/DELIVERY OF PROPOSALS

The schedule and delivery of proposals is summarized in the following subsections.

#### 2.4.1 Schedule of Events

Activity	Date
Pre-Proposal Conference	May 31, 2000
Proposer Question/Clarifications Deadline	June 7, 2000
Responses to Proposers Questions	June 14, 2000
RFP Response Submission Deadline	July 6, 2000

#### 2.4.2 Response Submission Requirements

Sealed proposals in one hard copy original, signed by an appropriate official, six (6) complete hard copies, and one (1) CD ROM will be received no later than the date and time indicated previously. Proposals will not be accepted after this time.

Proposers are advised that responses must be provided in electronic and hard copy formats. Electronic copies must be formatted using MS Word and MS Excel software.

### **2.4.3 Pre-Proposal Conference and Addenda**

A Pre-Proposal Conference for the Tampa Electronic Government Portal will be held on the date and location indicated on the cover page of this RFP. Written questions concerning this RFP may be answered at the conference and by subsequent addendum.

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 an addendum has been issued, to obtain all such addenda, and to return the executed addenda with the proposal.

### **2.4.4 Inquiries - Point of Contact**

Questions concerning this Request for Proposal shall be submitted on or before June 7, 2000, in writing to the City's Point of Contact:

**Lynn Kennedy**  
**City of Tampa Purchasing Department**  
**306 E. Jackson Street, 2nd Floor**  
**Tampa, FL 33602**  
**Phone: 813-274-8835**

Questions may also be submitted by facsimile or email as listed below:

Fax: 813-274-8355  
E-mail: [Lynn.Kennedy@ci.tampa.fl.us](mailto:Lynn.Kennedy@ci.tampa.fl.us)

Questions will not be answered if received after 5:00 p.m., June 7, 2000. If a Proposer discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this RFP, the Proposer shall immediately provide written notification to the City's Point of Contact. If a Proposer fails to notify the City Point of Contact of any error, ambiguity, conflict, discrepancy, exclusionary specification, or omission, the Proposer shall submit an proposal at its own risk and under such conditions. If the Proposer is awarded a contract, then such Proposer will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.

Official responses to questions will be provided to all pre-proposal conference attendees by written addendum which will be mailed as well as posted on the City of Tampa Web Site ([www.ci.tampa.fl.us](http://www.ci.tampa.fl.us)) as soon as practical, but no later than June 14, 2000.

## **2.5 DEFINITIONS**

Whenever the following terms are used in these General Terms and Conditions or in other documents the intent and meaning shall be interpreted as follows:

- The "City" shall mean the City of Tampa, City of Tampa Departments, and City of Tampa related agencies.
- "Proposer" shall mean the individual, partnership, corporation, or other entity responding to this RFP.
- "Contractor" shall mean the individual, partnership, corporation, or other entity awarded a contract for labor or for goods, services, or information provided under this RFP in accordance with the terms, conditions, and requirements herein.
- "Contract" shall mean the contractual document(s) issued by the City in response to the Proposal.

## **2.6 SELECTION/EVALUATION PROCESS**

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:

- Qualifications, prior experience, performance on similar projects.
- Quality of technical proposal.
- Framework approach, timeline, and cost recovery model.
- Financial stability.

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.

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

- Responsiveness of the Proposal to the scope of work.
- Ability, capacity, and skill of the Proposer to perform the scope of work.
- Experience of the business and individual members of the business in accomplishing similar services.
- Responses of the client references.
- Such other information that may be required or secured.

Though credence will be given to years of company experience, the transitional and ongoing creation of new companies addressing Internet applications requires that the evaluation account for the formation of new qualified corporations.

### **2.6.1 Rights of the City**

The City reserves the following rights:

Conduct pre-award discussion and/or pre-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.

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.

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.

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

Process the selection of the successful Proposer without further discussion.

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.

### **2.6.2 Committee Recommendations**

Following the evaluation of all proposals and the completion of negotiations with all eligible Proposers, the Evaluation Committee will present a recommendation for review by the Mayor. Upon recommendation by the Mayor, the award of a contract will be submitted for approval of the Tampa City Council.

## **2.7 CONTRACT REQUIREMENTS**

### **2.7.1 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.

### **2.7.2 Contract Term**

The City reserves the right to negotiate the term of each contract. It is anticipated that the initial contract term will expire on August 31, 2002, with four (4) successive one (1) year automatic renewal periods unless cancelled as hereinafter provided, for a total contract term expiring on August 31, 2006.

### **2.7.3 Addition/Deletion**

The City reserves the right to add to or delete any item from this RFP or resulting agreements when deemed to be in the best interest of the City.

### **2.7.4 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 the contract, including but not limited to the subcontractor's W/MBE and Equal Employment Opportunity Affirmative Action status.

## **2.8 ONE OR MORE CONTRACTS**

While it is the intent of the City to award a single Contract, the City reserves the right to award one or more contracts from this RFP process. The City reserves the right to award only part of the equipment, software and services proposed by any Proposer based on volume, time or other measurement and/or to reject any or all proposal responses. The City shall have no obligation to award a contract for work, goods and/or services as a result of this solicitation.

## **2.9 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.

## **2.10 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, the responses thereto, and any work product associated therewith are in the public domain and are available for public inspection. The Proposers are requested, however, to identify specifically any information contained in its 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 contract will become the exclusive property of the City.

The City assumes no responsibility for asserting legal arguments on behalf of the Proposers. Proposers are advised to consult with its legal counsel concerning disclosure issues resulting from this response process and to take precautions to safeguard trade secrets and other proprietary information.

## **2.11 CONTRACTING ENTITY**

The contracting entity for this RFP process for the Tampa Electronic Government Portal is the City of Tampa.

## **2.12 TERM OF RESPONSE**

Proposer responses **must** state that its entire proposal shall be binding upon the Proposer in all respects for a period of 120 days.

## **2.13 UNAUTHORIZED WITHDRAWAL OF PROPOSAL**

Proposers may not withdraw its proposals after the closing time for submission of proposals without the prior written consent of the City.

## **2.14 REJECTION OF PROPOSALS**

Proposals that are incomplete or are unclear as to compliance may be rejected. In addition, the City reserves the right to accept or reject in whole or in part any responses submitted, and to waive minor technicalities when in the best interest of the City. Responses may be disqualified for any of, but not limited to, the following reasons:

- references report unsatisfactory experience with Proposer;
- collusion among Proposers;
- failure to comply with, or inclusion of terms and conditions in conflict with, the terms of this RFP or purchasing rules and procedures or the laws of the City of Tampa; or
- failure to meet minimum response requirements established in the RFP.

## SECTION 3.0 MANDATORY RESPONSE REQUIREMENTS

Each proposal shall be prepared simply and economically, providing a straightforward and concise description of Proposer's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content and responsiveness to the requirements.

### 3.1 Title Page

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

### 3.2 Table of Contents

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

### 3.3 General

Section 6 of this RFP is to be restated with the Proposer's individual response immediately following the original section or subsection, as necessary. **Proposers shall state intention to comply, or provide a detailed explanation of why Proposer is unable to comply.** References to exhibits may be utilized. To facilitate Proposer responses, this RFP is available online in PDF format at [www.ci.tampa.fl.us](http://www.ci.tampa.fl.us).

#### 3.3.1 Must Note Exceptions

Proposers must disclose any exceptions to the terms and conditions of the RFP in its response. Failure to raise exceptions to the provisions of the RFP shall be deemed acceptance of the RFP provisions in the event of selection of the Proposer to provide goods and services. Exceptions to the specifications in the RFP and the assumptions used to complete the proposal should be included as described in subsection 3.4.11.

#### 3.3.2 No Marketing Materials Desired

Unnecessarily elaborate brochures or other presentations beyond those requested and sufficient to present a complete response to the RFP **are not desired**.

#### 3.3.3 Marked Pages and Exhibits

All pages in the Proposer's response must be consecutively numbered. Any information provided in the Exhibits shall be clearly divided by sectional dividers to facilitate reference to that material. The pages of the Exhibits need **not** be consecutively numbered unless separate numbering of an exhibit would facilitate use of material and/or ease of understanding.

### 3.4 Response Format

The format for the response to this RFP shall comply with the requirements outlined in the following subsections.

#### 3.4.1 Transmittal Letter

Proposals must be submitted with a transmittal letter on firm letterhead, signed by an individual with authority to bind the firm in a contract with the City. The proposal shall include a statement that the person signing the proposal is empowered to contractually bind the firm.

### **3.4.2 Executive Summary**

Proposers shall submit a brief written overview of its company and its proposed solutions. The summary shall be limited to five (5) pages in length and shall consist of no more than one (1) page for the company overview and four (4) pages for the proposed solutions.

### **3.4.3 Services Proposed**

Using the numbering format set forth in Section 6 of this RFP, Proposers are to clearly detail and describe the proposed solution(s) to the related deliverable requirements.

### **3.4.4 Proposer Information**

Proposers must provide information on experience in providing services or similar services as those listed in the deliverables. Every Proposer shall provide a brief summary of its operational history, corporate biography, and demonstrate the financial soundness of the organization.

### **3.4.5 Financial Stability**

Proposers shall present information to demonstrate financial stability and performance. The most recent annual report or financial statement shall be included as one of the exhibits. If a joint venture solution is proposed, the financial information detailed in this paragraph shall be provided for each of the participating agencies.

### **3.4.6 References**

Proposer must submit a list of all customers for whom they have provided services similar to those being requested in this RFP (i.e., Internet Portal, web enabled payment processing system, government Portal). References must include the following information:

- Company name, address and telephone number.
- Contact person name, title, business address and phone number.
- Date of work performed.
- Brief statement of the nature of this reference's business and how its requirements are similar to those in this RFP.
- Cost of project.
- Outcome of project.
- Brief summary of the project to include the following:
  - System and applications installed, and
  - Work performed by staff assigned in this Proposal.
- URLs that point to sites that would resemble the proposed solution for the City of Tampa.

### **3.4.7 Technical Capabilities**

Proposers shall submit information relating to its, or its team's, technical and management capabilities to supply, supervise and support the installation, testing and operation of the proposed system(s).

### **3.4.8 Organizational and Staffing Plan**

Proposers shall submit information relating to its team and its technical and management staffing plan for the Tampa Electronic Government Portal. Proposers shall include an organizational chart for the Project, including any subcontracted team members. Comparable resources must be guaranteed throughout the course of the project.

#### **3.4.8.1 Project Manager**

Proposers shall specifically identify the individual who will be responsible for management of this project (i.e., single point-of-contact). The following information must be provided for this individual:

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

#### **3.4.8.2 Workforce**

Proposers shall detail the number of employees employed by Proposer who are trained and experienced to perform the specified work. Key personnel proposed for the City project will be identified and the following information provided for these staff:

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

#### **3.4.8.3 Subcontractors**

Proposers must identify all subcontractors performing work on this project and its role and assignments for this proposal. All subcontractors' roles will be identified in the Proposer's organization. Key personnel will be identified and the following information provided for these staff:

- Length of service with Subcontractor
- Experience and responsibilities
- Relevant qualifications
- Education
- Other appropriate summary information

#### **3.4.9 Project Plan**

Proposers must include a project plan for implementation and ongoing support of the Tampa Electronic Government Portal. Staffing and timelines for each phase will be included in the plan. In addition to the project plan, monthly status reports are required. The following phases will be addressed in the project plan:

- Initialization of project.
- System hardware and software implementation.
- Application review and front-end development implementation.
- On-going operations and marketing.

#### **3.4.10 Termination Transition Plan**

Proposers must provide a high-level Transition Plan. This plan must describe, at a high level, what tasks and activities, with identified timelines, must be performed in order to transfer the Tampa Electronic Government Portal system to the City. For these purposes, transition is defined as the process of moving software, hardware, and electronic government functions provided by the Contractor to the City of Tampa with minimal disruption of

services to the citizens. Termination may be invoked at the end of the contract term or as defined in subsection 4.5. Transition would occur at the termination of the contract.

#### **3.4.11 Exceptions to RFP Specifications and Proposal Assumptions**

Proposers should include any exceptions to the RFP requirements and specifications in this section of its response. Items not identified in this section will be considered accepted by the Proposer. In order to clarify responses, Proposers should also include assumptions used in completing its response in this section.

#### **3.4.12 Proposer's Affirmation and Declaration**

Complete and have notarized the Proposer's Affirmation and Declaration form provided in the RFP. This form must be signed by an authorized representative of the firm as defined in subsection 3.4.13 below.

#### **3.4.13 Proposal Signature Form**

Complete the Proposal Signature form provided in the RFP. 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.

## **SECTION 4 GENERAL TERMS AND CONDITIONS**

### **4.1 GENERAL**

- 4.1.1 These General Terms and Conditions shall be made a part of and govern any Contract or Purchase Orders resulting from this RFP.
- 4.1.2 Failure to comply with the requirements contained in this RFP may result in the rejection of the proposal.
- 4.1.3 No substitutions or cancellations are permitted without written approval of the City.
- 4.1.4 Delivery shall be made during normal working hours only, unless Proposer obtains approval for late delivery.
- 4.1.5 Proposals and any other information submitted by Proposer in response to this RFP shall become the property of the City.

### **4.2 ALTERNATE PROPOSALS**

The City reserves the right to consider alternate proposals submitted by responding firms. Alternate proposals shall be clearly marked "Alternate" with the proposed alternates clearly defined and all pricing/cost advantages included, if applicable.

### **4.3 TIME OF PERFORMANCE**

Time is of the essence in rendering of services and delivery of products hereunder. In the event of award, Proposer agrees to perform all obligations and render services set forth pursuant to this RFP.

### **4.4 DEFAULT**

In the event that the Contractor fails to carry out or comply with any of the terms and conditions of the Contract with the City, the City may notify the Contractor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Contractor fails to remedy such failure or default within the ten (10) day period, the City shall have the right to cancel the Contract upon ten (10) days written notice.

The cancellation of the Contract, under any circumstances whatsoever, shall not effect or relieve Contractor from any obligation or liability that may have been incurred or will be incurred pursuant to the Contract and such cancellation by the City shall not limit any other right or remedy available to the City at law or in equity.

Any contract resulting from this RFP 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 RFP, unless extended in writing by the Director of Purchasing. In the event a contract is cancelled because of default of the Contractor, the Director of Purchasing may: (i) purchase the materials or services specified in this RFP 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 RFP.

### **4.5 TERMINATION**

Termination of the Contract between the City of Tampa and the Contractor is provided in the following subsections.

#### **4.5.1 For Convenience**

The Contract may be terminated, without penalty, by the City or the Contractor without cause by giving ninety (90) days written notice of such termination. See subsection 4.5.5.

#### **4.5.2 For Cause**

The Contract may be terminated by the City, with ten (10) days written notification, if the Contractor fails to perform as agreed.

#### **4.5.3 Liabilities**

In no event shall such termination by the City as provided for under this Section, give rise to any liability on the part of the City including, but not limited to, claims of Contractor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. The City's sole obligation hereunder is to pay Contractor for products and/or services ordered and received prior to the date of termination.

#### **4.5.4 Protection of Network Operations in Transition**

Upon termination or expiration of the Contract, the Tampa Electronic Government Portal must remain operational during any transition period. Upon termination or expiration, all records applicable to a city agency, including working papers and operational documentation, must be delivered immediately to the City and are the property of the City. Proposals must describe the process that would be used to facilitate a smooth transition.

#### **4.5.5 Procurement of Equipment, System Software and Applications**

The City reserves the right to purchase all hardware and software components at contract termination. The costs for the items will not exceed the costs included in the proposal response minus any costs reimbursed to the Contractor. The City and the Contractor will also negotiate depreciation of the items during contract negotiations. Proposers are required to propose such a schedule in its response.

### **4.6 INTELLECTUAL PROPERTY RIGHTS**

Application source code and documentation together with all updates and revisions, shall be the intellectual and tangible property of the Contractor. However, such application source code and documentation, together with all updates and revisions, will be considered to be licensed to the City on a fully-paid perpetual and non-cancelable basis for all purposes, including but not limited to use by the Contractor and all subsequent service providers under future RFPs. In turn, the Contractor will be able to use the application source code and documentation together with all updates and revisions, where they may have applicability with other entities. Source code and documentation for programming and software shall be escrowed with an escrow agent. Conditions for its release (such as business failure, contract termination or disaster recovery) shall be specified in the contract and must be acceptable to the City. Updates to such source code and documentation shall be escrowed and owned as stated above.

### **4.7 YEAR 2000 WARRANTY COMPLIANCE**

**Note: Proposers warrant as follows with regard to the product(s) being purchased when such products contain electronic components or devices:**

#### **Year 2000 Performance Warranty:**

For purposes of this warranty, the following definitions shall apply:

#### **4.7.1 Accurately** shall be defined to include:

- a) calculations correctly performed using four digit year processing;

- b) functionality online, batch, including but not limited to, entry, inquiry, maintenance and updates support four digit year processing;
- c) interfaces and reports must support four digit year processing;
- d) successful translation into year 2000 with valid date (e.g. CCYY/MM/DD) without human intervention. Additional representations for week, hour, minute and second, if required, complies with the international standard ISO 8601:1988, "Data elements and interchange formats – Information exchange-Representation of dates and time." When ordinal dates are used, the ISO standard format CCYYDDD is used;
- e) processing with four digit year after transition to any date beyond the year 2000 without human intervention;
- f) correct results in forward and backward date calculations spanning century boundaries;
- g) correct leap year calculations; and
- h) correct forward and backward date calculations spanning century boundaries, including conversion of previous years stored, recorded and entered as two digits.

**4.7.2 Date Integrity** shall mean all manipulations of time-related data (dates, durations, days of week, etc.) will produce desired results for all valid date values within the application domain.

**4.7.3 Explicit Century** shall mean date elements in interfaces and data storage permit specifying century to eliminate date ambiguity.

**4.7.4 Extraordinary Actions** shall be defined to mean any action outside the normal documented processing steps identified in the product's reference documentation.

**4.7.5 General Integrity** shall mean no value for current date will cause interruptions in desired operation – especially from the 20<sup>th</sup> to 21<sup>st</sup> centuries.

**4.7.6 Implicit Century** shall mean for any data element without century, the correct century is unambiguous for all manipulations involving that element.

**4.7.7 Product/Products** shall be defined to include, but is not limited to, any supplied or supported hardware, software, firmware and/or micro code.

**4.7.8 Valid Date** shall be defined as a date containing a four digit year, a two digit month and a two digit day, or the ISO 8601:1988, Data elements – Information Exchange –

**4.7.9 Representation of Dates and Times** - When ordinal dates are used, ISO standard format of CCYYDDD is used.

Proposer warrants that product(s) to be delivered and/or installed under a contract shall be able to accurately process valid date data when used in accordance with the product documentation provided by the Proposer and require no extraordinary actions on the part of the City or its personnel. Products under this RFP possess general integrity, date integrity, explicit and implicit century capabilities. If the RFP requires that specific products must perform as a system in accordance with the foregoing warranty, then the warranty shall apply to those listed products as a system. The remedies available to the City under this warranty shall include repair or replacement of any supplied product, in addition to and notwithstanding, any commercial warranty or warranties. Nothing in this warranty shall be considered to limit any rights or remedies the City may otherwise have with respect to defects, other than Year 2000 performance.

#### **4.8 GOVERNING LAW/VENUE**

The Contract shall be construed and governed by the laws of the State of Florida. Venue for any litigation shall be Hillsborough County, Florida.

#### **4.9 CONTRACT AMENDMENTS**

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

#### **4.10 INDEPENDENT CONTRACTOR STATUS**

Contractor agrees that Contractor and Contractor'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.

#### **4.11 RIGHT TO AUDIT**

Contractor shall maintain such records (the "Records") prepared or obtained by Contractor in conjunction with this Contract as are deemed necessary by the City. The Records shall (i) be maintained in accordance with generally accepted accounting principles, (ii) at all times be the property of the City, (iii) be made available to the City, through its authorized representative, for audit, inspection or copying purposes at any time during normal business hours and as often as the City, through its authorized representative, may deem necessary and (iv) be retained for such purposes for five (5) years from the date of the termination of this Agreement, at which time the City shall have the option of continuing the retention thereof. In the event the Records are not made available to the City in the City of Tampa, the Contractor shall reimburse the City for the reasonable travel expense of the City's representative resulting from said representative's travel to the location where the Records are maintained.

#### **4.12 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.

#### **4.13 CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME)**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal 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 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)]

#### **4.14 PROPOSING ENTITIES**

Proposers electing to team with other agencies to provide a combined system solution shall submit complete responses for each of the areas of proposed products and services. Each response shall be executed by only one entity, such as a corporation, managing partner of a general or limited partnership, joint venture, or other recognized legal entity. Co-proposing by separate legal entities is not allowed. However, prime contractors using subcontractors is an authorized arrangement.

#### **4.15 SALES AND USE TAX**

All taxes of any kind and character payable on account of the work done and materials furnished under the award shall be paid by the Contractor and shall be deemed to have been included in the proposal. The Laws of the State of Florida provide that sales tax and use taxes are payable by the 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, transportation and excise taxes.

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

Contractor 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.

#### **4.17 RECALL NOTICE**

Contractor 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.

#### **4.18 NON-DISCLOSURE**

Contractor 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 Contractor or the City unless required by law.

#### **4.19 PUBLICITY**

Contractor 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.

#### **4.20 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.

#### **4.21 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.

#### **4.22 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 to be provided with standard manufacturer's warranty. Instruction manual, service and parts manuals are to be shipped at no charge.

Contractor shall make available any/all value added products and services to all agencies of the City.

#### **4.23 AFFIRMATIVE ACTION**

The City of Tampa requires that all contracts exceeding or that can be reasonably expected to exceed a total of \$10,000.00 over any period, when the Proposer has fifteen or more employees; and/or all 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 a Contractor makes a good-faith effort to employ women and minorities at all levels of employment, and to treat employees equally without regard to its 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 under-utilization 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.

**1. Equal Employment Opportunity Requirements.** During the period of any resulting Contract, said Contractor agrees as follows:

- a. The 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:
  - i. 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.
  - ii. The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.
- b. The Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the 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 Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representatives of the 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 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 Contractor shall furnish all information and reports required by the City and shall permit access to the books, records, and accounts of the Contractor during normal business hours for the purpose of investigation so as to ascertain compliance with the Equal Employment Opportunity and Affirmative Action Ordinance and Program.
- e. The Contractor shall, specifically or by reference, include the provisions of paragraphs 1.a. through 1.h. of this Equal Employment Opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each Subcontractor or Vendor.
- f. The 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 Contractor and its Subcontractors.
- g. The Contractor shall take such action with respect to any Subcontractor as the City may direct as a means of enforcing the provisions of paragraphs 1.a. through 1.h. herein, including penalties and sanctions for noncompliance.
- h. A finding, as hereinafter provided, that a refusal by the 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.

**2. Affirmative Action Requirements.** No applicable contract shall be 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 Contractor has demonstrated that its workforce reflects the demographic characteristics of the available pool of labor skills normally utilized by the 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 a 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 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 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 Contractor's employment practices, or if it meets the standard of the EEOC and OFCCP guidelines, as they may be amended.

**3. Other Requirements.** Each Proposer shall submit any information required by the ordinance in duplicate to the Director of Purchasing as part of the bid documents. Each Proposer shall file, as part of the documents of such 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.

**4. Non-Compliance With Requirements.** A determination by the City that the Proposer, 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 Proposer's bid non-responsive and ineligible to receive the involved contract.
- b. Withhold from the Contractor in violation ten percent of all future payments under the involved contract until it is determined that the Contractor is in compliance.
- c. Withhold from the Contractor in violation of all future payments under the involved contract until it is determined that the Contractor is in compliance.
- d. Exclusion from submitting a bid for any future procurement by the City until such time as the Contractor demonstrates that it will comply with all of the provisions of the ordinance.
- d. Termination, by the City, of the contract.

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

## **SECTION 5 POST SELECTION CONTRACT ISSUES**

### **5.1 RFP AS PART OF CONTRACT**

The requirements appearing in this RFP will become a part of the written contract between the City and the Contractor(s). Any exceptions to any of the requirements in the RFP 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 Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. The Contract may also be amended following execution by written contract between the parties, which recites the nature of the amendment and the fact that it is to be an amendment to the Contract. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed Contract, any modifications and clarifications to the Contractor's proposal, the Contractor'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.

### **5.2 BONDING REQUIREMENT**

At the time of the contract, the Contractor shall, at its own expense, provide the City with evidence that a fidelity bond is in effect on all employees of the Contractor in the amount of at least \$2,000,000.00 to cover dishonesty.

### **5.3 INSURANCE**

During the life of the contract, the Contractor 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 Contractor under the Contract 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 (30) 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 contract. The insurance coverages required herein are to be primary to any insurance carried by the City or any self-insurance program thereof.

Within ten (10) 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/contract.

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

Bodily Injury & Property Damage Liability -- \$1,000,000 Combined Single Limit Each Occurrence and Annual Aggregate.

### **5.4 NEWS RELEASES AND ADVERTISEMENTS**

The Contractor will not use the name of the City, nor reference any endorsement from the City in any advertisement or otherwise for any purpose without the express prior written consent of the City.

## SECTION 6 SCOPE OF WORK

### 6.1 Project Objectives

The City wants to establish a mechanism for the people to transact business with the City electronically over the Internet. In order to meet this goal the City wants to establish the Tampa Electronic Government Portal. The Tampa Electronic Government Portal will be a secure central data repository for conducting business transactions. This web presence will provide a common interface to city applications, provide web-based interfaces to existing applications, provide an electronic payment system for public payment to the City, and create a single login for all city use of the Portal and reduce duplicate data collection. The Tampa Electronic Government Portal seeks to complete the following objectives:

- A. Complete a self-supporting framework for the development and implementation of electronic government for the City:** This framework will focus online government transactions for the City. An initial set of applications is included in this RFP. At no cost to the City, additional applications, not listed in this RFP, will be added as requested. In order to support authentication processes and the reduction of data entry by users of the system, the Tampa Electronic Government Portal will create a front-end application for all City applications in this project. The front-end will accept user data entry and then submit the information to the applications as required. Initially, legacy applications will be set up using the front-end application. The feasibility of using the front-end application for future web-enabled applications will be evaluated. The long-term goal is to create a central data repository and authentication process for users of the system. The front-end application will be evaluated as a means for reaching this objective.
- B. Establish an online payment system for applications:** The payment system, along with the integrated online applications and customer information services, are referred to as the Tampa Electronic Government Portal.
- C. Provide customer information services:** The Portal will provide user services, including customer relation management services, to ensure users are able to locate information in the Portal. The Portal will provide navigational services, mailing lists, bulletin services and other web enabled information services that will enhance the users' experience in using the Portal. The Contractor will provide means to log and report on customer related problems in order to ensure user satisfaction.
- D. Support the Tampa Electronic Government Portal through an outsourced partnership with a Contractor:** The Contractor may be responsible for all aspects of maintaining and supporting the Portal. This includes but is not limited to, the security and directory server, licenses for all software, hardware required for the system, development of API links to applications, customer relations management and help desk support.
- E. Establish policies and procedures to govern the use of the Portal subject to the approval of the City:** This includes ensuring the privacy, security, and integrity of the information accessed through the Portal and approval of the Contractor resale of value added transactions. Processes for the addition of other transactions and marketing of the system will also be produced. This process is a City responsibility, but will be completed with the coordination of the Contractor.
- F. Create a common format for applications accessed through the Portal:** This enables users to address various transactions without knowledge of the web site in which the information resides. The City will work with the Contractor to establish rules for pages linked to the Portal in order to enable the "common look and feel" requirement.

Subsection 6.4 identifies possible applications that could be included in the Tampa Electronic Government Portal. Over time, the City is interested in providing web-enabled services in all these areas. But, in the first phase of this project, the City is interested in the development of the operational and management platform of the Tampa Electronic Government Portal including applications which will incorporate the payment processing system identified

in this RFP. Phase One will also include the development of a business plan for the Portal along with policies for marketing, maintaining and sustaining the Portal.

After evaluating the success of Phase One and the Portal Business Plan developed in Phase One, the Contractor will report to the City on recommendations for fully implementing and supporting the Tampa Electronic Government Portal. Input from the City will determine the final scope of the implementation of the Tampa Electronic Government Portal.

### **6.1.1 Role Definition**

The Contractor will help the City to achieve the objectives listed above, primarily through the development and operation of the Tampa Electronic Government Portal and assistance in migrating towards online government. The City will establish policies and procedures governing the use of the Portal and guide its development in response to user and City needs.

### **6.1.2 Evaluating Benefits to Customers**

The City, in conjunction with the Contractor, will develop quantitative measures for evaluating the success of the Tampa Electronic Government Portal that will include, at a minimum, the following items:

Customer Satisfaction: The City believes the Portal will provide benefits to businesses in at least the following ways:

- Facilitate the establishment of new businesses in Tampa.
- Enable existing businesses to conduct regular business with the government more efficiently and effectively.
- Enable existing businesses to conduct complex and new interactions with Tampa government more efficiently and effectively.

Efficiency and effectiveness criteria will be developed, to include such measures as time spent conducting business with the City and time spent by the City in processing applications and other interactions. The City will work with the Contractor on finalizing the success criteria to ensure the results can be measured.

City Adoption of the Portal: The City believes the Portal will provide benefits to its citizens in at least the following ways:

- Provide web-based interfaces to existing applications, improving the collection of data;
- Provide a common interface to City applications using the Portal;
- Provide an electronic payment system for the public to make payments to the City;
- Long-term, reduce duplicate data collection through the identification of common information shared across applications and creation of a single login for all the City facilities using the Portal.

Measures will be developed to reflect these benefits, including the number of applications interfaced to the Portal and efficiency and effectiveness criteria in acquiring and using data collected. Vendor assistance may be requested for this process.

## **6.2 Project Initiation**

The Tampa Electronic Government Portal seeks to develop the framework for online City government transactions. While this is anticipated to be an ongoing effort, Proposers must be able to adhere to a system development timeline that provides demonstration project results quickly.

Proposals must indicate the approximate length of time required after the Contract award date, before data could be supplied via the Tampa Electronic Government Portal. Proposals must also provide a time-phased project plan for initial implementation including tasks and responsible parties as part of its response.

Proposals must describe an acceptance-testing methodology plan that would be applicable to the Tampa Electronic Government Portal. The Contractor must demonstrate compliance with all applicable specifications and other requirements contained in this RFP.

### **6.3 Project Timeline**

The following timeline should be incorporated into the proposals:

- The Proposer should identify which application interfaces will be operational within 90 days of execution of the Contract. From the applications listed in this RFP, sufficient functionality should be available to demonstrate the following results:
  - the ability for the City to send documents and/or forms to members of the public and persons who are regulated by the City, and
  - the ability for the City to receive applications for licenses and permits and receive documents for filing from members of the public and persons who are regulated by the City that, when a signature is necessary, can be electronically signed by the member of the public or regulated person in a manner sufficient to satisfy the City legal requirements.
- The payment processing system interfaces should be completed within 120 days of the execution of the contract, allowing the ability for the City to receive required payments from members of the public and persons who are regulated by the City.
- Statistics gathered from the online transactions that measure how well the Portal meets the Criteria for Success defined above, should be available within 180 days of execution of the Contract.

### **6.4 Project Descriptions**

Over time, multiple applications could be developed by both the Contractor and City and made accessible via the Tampa Electronic Government Portal. Most of these applications will provide services and information at no cost or at a statutory or regulated fee, while others may be available as Value Added Services. Services and applications that will be considered as part of the Tampa Electronic Government Portal are defined below.

#### **6.4.1 Project: Utility Services Account Inquiry and Payments**

Department: Revenue & Finance Utility Accounting Division

Description: The City has a utility billing and account information system which services 120,000 customers for water, sewer and solid waste. The Portal application is intended to provide online historical and current account inquiry, bill payment via a debit or credit card, and service scheduling with follow-up and feedback. The estimated transactions per year are 1,810,000 of which 250,000 involve direct customer contact.

Status: Mainframe production applications exist.

Expectations: This application would be accessible from the Tampa Electronic Government Portal and would link to a payment processor for credit card and Electronic Fund Transfer account validation and processing. The directory services, payment connection, and electronic signature features of the Portal will be required to support this application.

#### **6.4.2 Project: Complaint Handling & Citizen Action Inquiries**

Department: Service and Information Division

Description: This application is intended to provide a mechanism for managing the City response to citizen complaints & general inquires. The application should be capable of electronically capturing

complaints/inquires, prioritizing complaints/inquiries, routing complaints/inquiries for resolution, tracking actions, providing feedback, and reporting results. The estimated complaints/inquires per year is 750,000. This estimate does not include public safety related inquires (E911 & police non-emergency inquires). A summary of the customer inquiry calls by City departments is provided in the Appendix.

Status: This is a new application.

Expectations: This application would be accessible from the Portal and the City web site.

#### **6.4.3 Project: Video Streaming**

Department: Office of Cable Communication

Description: The City operates two cable television video channels; both channels are cable cast twenty-four hours per day seven days per week. One channel is used as a government access channel available to all cable subscribers. The second channel is used to provide training to City employees. The training channel is scrambled and is unscrambled only at City approved locations. The City wants to make these channels available over the Internet. Internet access to the government access channel would be unrestricted and Internet access to the training channel would be restricted to City authorized users. The number of users is initially expected to be a maximum of 25 concurrent users.

Status: The cable channels are operational.

Expectations: This application should accommodate at least 25 concurrent users for each channel. The delivery method provided should allow for the number of concurrent users to grow as needed. This application would be accessible from the Portal and the City web site.

#### **6.4.4 Project: Business License Tax Service**

Department: Revenue and Finance's Division of Business/Tax

Description: The City wants to allow businesses to apply for, renew and make payment of business license tax online. The anticipated number of applications filed per year is 35,000. Existing license taxes are paid annually each August.

Status: A mainframe production application exists.

Expectations: This application would be accessible from the Tampa Electronic Government Portal and would link to a payment processor for credit card and Electronic Fund Transfer account validation and processing. The directory services, payment connection, and electronic signature features of the Portal will be required to support this application.

#### **6.4.5 Project: Vendor Services**

Department: Purchasing

Description: This application is to provide companies who want to do business with the City or are during business with the City access to online services. The online services will include vendor registration, automatic bid notification, online bid submission, purchase order and account payables inquiry. The City does business with approximately 6,000 vendors, of which 1,600 pay an annual registration fee of \$25. These registered vendors should be able to make purchase order and accounts payable inquires via the web. Approximately 300 formal bids are distributed per year to all vendors.

Status: A mainframe production application exists.

Expectations: This application would be accessible from the Tampa Electronic Government Portal and would link to a payment processor for credit card and Electronic Fund Transfer account validation and processing. The directory services, payment connection, and electronic signature features of the Portal will be required to support this application.

#### **6.4.6 Project: Employment Services**

Department: Administration

Description: This application will allow online posting of job lists. Online employment application and resume submission with a secured response mechanism will be available for job applicants. Approximately

300 job notices and 6,000 applicants occur per year. Approximately 2,600 requests are identified for follow-up on future job openings.

Status: Job openings are published on the City web site. A PC-based applicant tracking system is used by Personnel.

Expectations: This application would be accessible from the Portal and the City web site. Job postings will be secured and restricted to authorized City personnel, subject to the public records law. The citizen application and resume submission process must also be secured and will require use of electronic signatures. Citizen submission information will be transferred and loaded to the existing system.

#### **6.4.7 Project: Public Safety Services**

Department: Police

Description: Public Safety Services will be a series of applications that will allow citizens online access to do the following: register security/alarm systems; initiate a police incident report and inquire on reports; view crime statistics by date range, type of crime, address or neighborhood etc.; initiate anonymous crime tips with secured follow-up/feedback; purchase, retrieve and print crime and accident reports; and request, confirm and pay for extra duty officers. There are 18,000 registered security systems with 60,000 responses to alarms. There were 115,077 police incident reports written last year. 197,708 copies of these reports were made for public insurance companies and other agencies. There are 11,000 intelligence reports per year of which 700+ are anonymous. There are 35,000 crime and accident reports purchased each year.

Status: A Unix-based production application exists.

Expectations: The Police Department has unique information security requirements. The Contractor will be required to create a front-end interface for data collection, information inquiry, and where applicable, payment collection for services.

#### **6.4.8 Project: Permitting and Inspectional Services**

Department: Business and Community Services

Description: The application will allow online users to apply for permits, request inspections, make permit fee payments, submit plans for review, track the plan approval process and view inspection schedules and inspection results. These online services will include commercial and residential construction activities, and zoning changes and variance requests. Approximately 40,000 permits are issued and 120,000 inspections occur per year. An average of 1,200 complaints are investigated annually. In addition, typically, 1,100 record research requests are processed each year.

Status: A mainframe production application exists and is under consideration for replacement.

Expectations: This application would be accessible from the Tampa Electronic Government Portal and would link to a payment processor for credit card and Electronic Fund Transfer account validation and processing. The directory services, payment connection, and electronic signature features of the Portal will be required to support this application.

#### **6.4.9 Project: Parking Services**

Department: Public Works Parking Division

Description: The application will allow online users to apply for a monthly term parking space in City parking garages, make monthly parking fee payments, and make parking violation payments. Approximately 6,000 monthly parking customers exist, and 200,000 parking tickets are issued per year.

Status: A mainframe production application exists.

Expectations: This application would be accessible from the Tampa Electronic Government Portal and would link to a payment processor for credit card and Electronic Fund Transfer account validation and processing. The directory services, payment connection, and electronic signature features of the Portal will be required to support this application.

#### **6.4.10 Project: Facilities Reservation Services**

Department: Convention Center, Parks, and Recreation

Description: The application will allow online users to determine the availability of services, make reservations, and make payments for services. These services include use of park shelters, marina slip reservation (wait list) and payments, convention center meeting services, and recreation related activities. The application should also process permit application and fee collection transactions, from businesses that sell goods on the Franklin Street Mall. Approximately 2,500 park shelter reservations occur per year. The marina slips waiting list currently has 130 interested parties, and 55 additions per year. Approximately 7,500 Recreation program transactions occur and 1,500 Franklin Street Mall permits are issued per year.

Status: These are new applications.

Expectations: This application would be accessible from the Tampa Electronic Government Portal and when appropriate would link to a payment processor for credit card and Electronic Fund Transfer account validation and processing. The directory services, payment connection, and electronic signature features of the Portal will be required to support this application.

#### **6.4.11 Project: Tampa Museum of Art Store**

Department: Museum of Art

Description: The application will allow online users to buy products from the Tampa Museum of Art store. It should operate similar to existing web-based shopping cart applications. The application should have the capability to dynamically add, change, and remove items, and dynamically update item descriptions, prices, product photos, etc.

Status: This is a new application.

Expectations: This application would be accessible from the Tampa Electronic Government Portal and would link to a payment processor for credit card and Electronic Fund Transfer account validation and processing. The directory services, payment connection, and electronic signature features of the Portal will be required to support this application. The store item maintenance functions must be secured and restricted to authorized City personnel.

### **6.5 Common Payment System**

The City wishes to establish online interfaces to its systems in order to enable online real time payments through credit cards. The system will interact with the City's other application interfaces and perform the payment processing needed by the applications. The payment processing includes verifying the payment ability through a third-party credit card processor; passing transaction confirmation to the application; and translating application payment type codes for posting to the City financial system.

The following describes the system in more detail, but an alternative process will be considered if the same results are accomplished.

#### **6.5.1 Process Flow**

After completing the business transaction with one of the City department application web interfaces, the user will be given the option to make payment by credit card. The user will be able to enter payment data on a standardized screen. The payment system will need the following information to initiate the payment transaction: application identification code, user identification number, transaction identification number, fee/payment type code, amount, payment option, transaction date, and credit card number.

Online authorization should be obtained by the payment system through a third-party credit card processor. When the charge from the credit card is successful, the payment system will return to the application interface the application identification code, transaction identification number, transaction time, date, credit card number, and credit card authorization number. Confirmation that the transaction has been processed will be given to the user by the application interface. At any point during this process the user should have the ability to clear all entered information or exit the process.

The application interface will pass transaction type detail data to the payment system for translation for posting to the City financial system. This centralized translation of payment type data will be similar to, and take advantage of the current centralized POS cashiering system in use at the City. The current mainframe cashiering to financial system interface may or may not be used to implement this feature. The payment system will pass the following information to the financial system: application identification code, transaction identification number, fee/payment identification code, financial system transaction code, financial system index code, financial system sub-object code, transaction type code, and amount.

The payment system will be designed in such a way as to allow a possible future web cashiering interface for accepting cash/check transactions as well as credit cards for the same applications at the City's cashiering sites.

The payment system should be able to process credit card refunds initiated by the applications, and the process flow will be the same.

Funds Settlement: No later than the second business day following the day the credit card transaction occurs, the payment will be sent from the credit card processor as an automated clearing house credit to the City's designated bank account. The Contractor will be liable for any financial loss incurred by the City as a result of the payment system's failure to timely and accurately transfer funds.

### **6.5.2 Research and Support**

The Contractor should be prepared to assist in the research of processed transactions, and at the City's request should be able to identify specific transactions that comprise a specific deposit from the credit card processor.

### **6.5.3 Conceptual Payment System Flow Diagram**

A conceptual diagram of the proposed data flow from application interfaces to the payment system and applications is provided as an Appendix. The City will consider alternate designs for payment processing.

## **6.6 Operational Requirements**

The Proposer must respond to how these considerations are factored into its proposed solution for the Tampa Electronic Government Portal.

### **6.6.1 Customer Service**

It is expected that the Contractor will provide customer service help to users of the Tampa Electronic Government Portal services. Proposals must describe how the following customer service areas will be addressed.

#### **6.6.1.1 Telephone Support**

Proposals must also include a plan for telephone support for users. This would include a help desk that will meet the needs of non-subscribers as well as Subscribers without additional charge to users. Proposals must specify the type and level of telephone support to be provided. The City will assist the Contractor in developing a help desk response process that incorporates City policies and practices as appropriate. Calls specifically related to City department processes shall be routed to the appropriate City department. Records of calls and online questions will be kept and forwarded to the City project management team for review and evaluation.

### **6.6.1.2 Customer Relations Management**

Proposals must describe how the Proposer will perform Customer Relations Management (CRM). CRM requirements include the following:

- Logging of customer calls to ensure inquiries are properly addressed in a timely fashion.
- Reviews of call logs to identify and rectify frequent inquiries.
- Reporting of call logs to the City on an agreed upon schedule and manner. This includes various reports that will help the City identify user issues.
- Use of web-enabled applications to facilitate and make the Portal attractive to users. This includes the use of listservs to update users on the Portal and Portal information, navigational tools and search engines, bulletin services and chat rooms for users to exchange information amongst themselves and contractor moderated sessions, informational services, and other web services that the Proposer can incorporate to attract users to the Portal.

### **6.6.1.3 Customer Surveys**

Proposals must describe the Proposer's plans for periodically conducting Customer Satisfaction Surveys and for determining the level of use, acceptance, and ease of use of services. The Tampa Electronic Government Portal must include online Customer Satisfaction Surveys as one of its features.

### **6.6.1.4 User Information**

Proposals must describe how the Proposer would provide training and reference material for distribution to current and potential system users and government information providers. Proposals should include a description of what online help capabilities will be available to users.

## **6.6.2 Financial Procedures**

All moneys collected on behalf of the City must be deposited through the payment system to the City designated bank account. Deposits must be made via electronic funds transfer (EFT) using the automated clearinghouse (ACH) credit method. The Contractor must be able to send the specific detailed transaction information to the application/department owner as well as separate total deposit information for financial reconciliation to the City Department of Revenue & Finance for each City department/application. The ACH file format must be approved and tested by the City Department of Revenue & Finance before it is implemented.

Proposals must describe the payment system's procedures for billing, collections, online credit card acceptance, and online EFT; and must show how the payment system will carry out all other fiscal activities necessary to operate a financially sound Internet Payment Portal service.

## **6.6.3 Integration with Back-End Systems**

Integration with back-end legacy systems and existing databases and information systems is critical to the success of the Tampa Electronic Government Portal and efforts to provide online access to government services and information. Proposals must indicate how the Proposer would approach the problem of interfacing with existing back-end databases and information systems in the City to access needed data and information for services provided on the Tampa Electronic Government Portal.

Proposers should understand that it is not the City's desire to have the Contractor manage or host the back-end databases and data sets that already exist to support applications. The City will also determine the best application interface to its systems. This could include:

- Links to existing web-enabled applications.
- Front-end security authorization and data loading, then transmitting information to City systems.
- Front-end security and authorization and links directly to City systems.

The Contractor will be expected to provide software and resources to query and access back-end legacy systems, existing databases, and application servers as needed. Security and reliability of the connections and software to provide database access will be an issue. If some of the data needs to be duplicated for back-up purposes on servers or hardware used to host Portal applications, then appropriate procedures and safeguards will need to be established so that inappropriate access to non-public data is not allowed. Proposals must address these concerns in the Proposer's plans for integrating with back-end systems. Performance issues must also be addressed relative to accessing and querying data from legacy databases and systems. It may be necessary to convert data from the format in which they reside on a City host computer to the format needed for the Tampa Electronic Government Portal. Any required conversion shall be at Contractor's expense. City staff will verify all data conversion results before acceptance. Proposals must describe the Contractor's methodology to perform required data format changes.

A description of the use of XML, EDI, or other technologies for this purpose is required in the Proposer's response.

#### **6.6.4 Common Application Front-End**

The feasibility of each City application using the Portal and having a Portal front-end web form for data entry by the application user will be evaluated. The purpose of this front-end form is to develop a central authentication system for common City applications and to reduce the need for duplicate data entry for City applications by users of the Portal. Initially, all City legacy systems will use the Portal front-end applications. Existing and future web-enabled applications will be evaluated for inclusion in the front-end application concept through the Portal. The City will work with the Contractor on finalizing the development and phases for this requirement.

The Contractor will initially review each application and with the concurrence of the City, determine the following:

- Establish method for linking and providing information to applications.
- Determine data fields needed for front-end form. This process will also be considered for the existing and future web-enabled applications.
- With City concurrence, develop authentication process for users of the applications. This can be accomplished by sending the information to the application for authentication. Long-term goals are to establish a single authentication process for all City applications accessed by the Portal user (single City login).
- Develop Portal front-end for applications and create a central data repository for users of the Portal. Contractor will use the data repository to assist the City in studying the feasibility and developing policies for using common data elements in multiple applications, thus reducing data entry processes for users of the Portal.
- Through this process, the contractor will assist the City in developing central directory services for City applications.

Proposers must describe how it will implement front-end forms for the applications and identify issues with meeting the City's long-term goals.

#### **6.6.5 Development Requirements**

This section deals with specific technical infrastructure and operating requirements for the Tampa Electronic Government Portal.

#### **6.6.5.1 Consumer Access & Accessibility**

The Contractor must make the online system accessible via popular browsers such as Microsoft's Internet Explorer and Netscape Navigator. The Portal must accommodate a minimum standard of citizens using a browser equivalent to Netscape version 3.0 or Microsoft Internet Explorer version 3.0. If the City decides that direct access to its platforms are desirable, then the Contractor must identify alternatives as to how the data will be accessed. Such additions will be approved and coordinated by the City. Any time direct access to City data is made available, the Contractor must utilize appropriate hardware and software, compatible with City operating environments to enable interactive exchange and adhere to all City standards, policies, guidelines and bulletins.

Proposals must describe the procedures and methodology for determining efficient Internet access bandwidth. Proposals must also describe the Proposer's plans for accommodating growth. Proposals should describe the redundancy features that would facilitate 24x7 system availability.

#### **6.6.5.2 Hardware and Software**

The Contractor must purchase any hardware and software required to manage the proposed platform and provide system design and support, account administration and billing. Costs associated with and maintenance of communications links from the City's facilities to Contractor facilities shall be the responsibility of the Contractor. Proposals must show how the Contractor will provide a technology platform that would host the Tampa Electronic Government Portal's home page and web site. Proposals must describe how the Contractor will make this platform available to the City for testing, prototyping and/or delivering its content and services over the Internet.

#### **6.6.5.3 Disaster Recovery**

All Proposers are required to describe its disaster recovery plans and testing procedures.

#### **6.6.5.4 Tampa Electronic Government Portal Web Site**

The City currently manages the City of Tampa home page and web site. This effort to create the Tampa Electronic Government Portal may require organizational redesign of the City's home page, so that the City's home page will also serve as the primary access point to the electronically delivered services described in this RFP. At no cost to the City, the Contractor will make recommendations of the redesign of the City home page, including providing professional web site design, development, and implementation assistance so that information, services, and applications are more easily located and used by citizens and businesses.

The Tampa Electronic Government Portal web site will be separate from the City web site. The Portal will merely be linked directly from the City web site page(s). Changes to the Portal must be reviewed and approved by the City prior to implementation.

#### **6.6.5.5 Web Based User Interface**

The Tampa Electronic Government Portal will provide a web-based front-end to specific services, and should organize and present these services in ways that will facilitate access to the information and services. The page should make it easy and convenient for visitors to the site to navigate, locate, evaluate, select, and the services and programs on the Portal and to tap into a variety of electronic transactions proposed online by the City.

The web-enabled graphical user interface created for the Tampa Electronic Government Portal must be based on and reflect the concept of an integrated online government services center. Proposals must address how the Proposer would meet this requirement. Proposers are encouraged to identify new and innovative approaches to organizing present and future content, services, and information

for the Tampa Electronic Government Portal. The Contractor will also be expected to work closely with the City to aggregate services or information in an integrated way.

The Contractor will develop a user interface that is consistent across all services. The user interface must be widely accessible. It also must be implemented to facilitate ease of learning and use. Search engines should integrate across both the Tampa Electronic Government Portal and City web sites. The ability to make natural language queries to locate specific services or information in the Tampa Electronic Government Portal web site is desired. Proposals should describe search engines' capability to integrate across the Tampa Electronic Government Portal and City web sites.

#### **6.6.5.6 Presentation of City Services and Information**

The Tampa Electronic Government Portal will act as a reference and referral service, providing visitors information and tools that make it easy for them to obtain information relative to the City government regulatory and business environment. It must provide links to existing information and sites on the web that highlight various aspects of economic, business and regulatory issues. These pages will only list government entities or business organizations under contract with the City. The Contractor is encouraged to develop pages reflecting local community information, the Contractor may include a link to another web page, under its control, listing Tampa based businesses or private educational resources.

Proposals must indicate what types of directories or tools for navigation would be implemented to make existing City information and access to new data and services more user-friendly, cohesive, and understandable. It is expected that the Tampa Electronic Government Portal would be linked, and provide an easy to use front-end to, the many web sites and web-based information that already exist. The Contractor will be encouraged to work closely with the City so that all City web pages using the Portal abide by the same types of methods for navigation, searching, and presentation of information.

#### **6.6.5.7 Security and Authentication Services**

Proposals must fully describe the Proposer's approach to security, including the use of firewall hardware and software, other related security products and the configuration of the system. Proposals must also describe how the Proposer would:

- Provide the ability to execute secure, authenticated, two-way transactions;
- Provide for the identification and authorization of users, at different levels of access, for applications using the Portal;
- Provide for secure payment processing as required in subsection 6.5;
- Implement date-time stamp and an audit trail for identifying all network security breaches and attempted breaches;
- Prohibit users from accessing data or computer facilities unless such access were expressly approved by the City and the Contractor;
- Maintain data integrity and users' confidentiality and privacy;
- Provide for the issuance and use of digital certificates, and
- Address issues such as misuse or fraud including resolution options.

The Proposer will recommend technologies and processes for ensuring the public is accessing an official City of Tampa government site through a site-branding program (e.g., a seal or logo with associated trademark and/or other protections). The citizen should be able to click on the seal/logo and have the identity of the site verified as an official City of Tampa government site.

Proposals must describe the Proposer's ability to use electronic signatures, including a description of public key infrastructure.

#### **6.6.5.8 Directory Server**

Use of directory services is required in order to simplify search and authentication processes for user and application verification purposes. The Tampa Electronic Government Portal directory server will be used as an umbrella directory that interfaces with existing City applications via a common interface (LDAP).

#### **6.6.5.9 Server Certificates**

Proposers must explain how server security and authentication will be handled when users and data are transferred from the Portal to other City servers.

#### **6.6.5.10 Privacy and Ownership of Information**

Value-added information transactions will provide the revenue basis for funding the Contractor's operation of the Tampa Electronic Government Portal. The City is responsible for the information collection and will retain the authority to restrict access to all or parts of the data. The Contractor does not have any ownership over the data at any time. Privacy policies set by the City, state or federal law will be enforced.

The Contractor will undergo an annual audit, conducted by an independent third party, including its security and privacy practices and policies. The Contractor should evaluate the need and feasibility to add provisions for individuals to opt-in, opt-out and correct information online.

#### **6.6.5.11 Data Repository**

Proposals must describe how the Proposer would provide for the storage and the storage management of essential data being made accessible to the public including provision for backup copies of the data so that reconstruction of lost data does not involve the use of original data sets. Proposals must describe the Proposer's plans to accommodate growth in data sets added to the data repository. The City should receive electronic access to any data dictionaries or data structures used in support of the Portal.

#### **6.6.5.12 Performance Monitoring & Problem Resolution**

Proposals must describe the Proposer's plan for performance monitoring and problem resolution. Plans for regularly performing normal and preventive maintenance must be addressed. Maintenance shall be performed at times that will not adversely affect daily operations.

Proposals must show how the Proposer will respond to system malfunctions, and diagnose and solve problems with the network, hardware or software within two (2) hours of failure. Proposals must describe procedures for interfacing and consulting with hardware and software vendors to identify and correct problems. Proposals must describe a back-up system that will take over in the event the hardware or software fails.

The Contractor must develop the Tampa Electronic Government Portal to gather performance statistics as well as statistics on user access.

#### **6.6.5.13 Software Development Life Cycle Processes**

Proposers must explain its software development life cycle (SDLC) including, but not limited to: major phases; project management processes; integral processes; and deliverables produced. Proposer must identify all checkpoints within the SDLC where City acceptance/sign-off is required.

In addition, proposers must explain how each of the following processes will be performed and what, if any, role the City has in the process:

- Software Quality Assurance – review and audit of software products and activities to verify compliance with applicable procedures and standards (identify types of established procedures and standards).
- Verification & Validation - verification that a product meets the specifications and validation that the product meets the customers needs.
- Software Configuration Management - establish and maintain the security, integrity, and audit capability of software products throughout the life cycle.
- Change Management - management and tracking of all changes, bugs and product enhancements.
- Technology Change Management – identification, evaluation, selection and integration of new technologies.
- Risk Management - identification, analysis and prioritization of risks with associated plans to eliminate or mitigate those risks.

#### **6.6.5.14 Shared Application Services**

The Tampa Electronic Government Portal development should not be burdened in rewriting code for similar applications. Proposals should describe the process and approach in reusing software code from application to application.

### **6.7 Process Improvement**

An important role the Contractor will play is in helping the City understand how processes and services can be improved and streamlined by deploying them as web applications. Proposals must describe proposed processes and plans for:

- Locating and re-structuring duplicate or redundant information and services that are being delivered to overlapping customer bases;
- Combining information into a single system to improve customer service and raise program efficiency;
- Fostering a high degree of partnering that would plan and develop online services between the City and the Contractor; and
- Conducting executive and management education programs to disseminate information on innovative ways to use information technology to deliver government services.

### **6.8 Implementation Schedule**

Proposals must identify the specific plans for meeting the objectives of this RFP, including estimated time frames for each activity and requirement outlined, including but not limited to, the Portal home page requirement. Proposals shall include an installation schedule that identifies complete installation of all Contractor equipment. The City may review and adjust the installation and implementation schedule in coordination with Contractor.

### **6.9 Service Levels**

The City requires that service levels be established for the development and on-going operations of the Tampa Electronic Government Portal. Except for pre-defined system administration and maintenance times, the Tampa Electronic Government Portal must be operational and available to the users 24 hours a day, seven days a week, throughout the year. Application maintenance may result in systems being down or unavailable based on City operational schedules.

Proposals must describe how the Proposer will meet the City's requirements, and include a sample service level agreement for the City to review. Service level areas include the following:

- System hardware and software availability;
- Application availability and testing;
- Data integrity;
- System growth and operational support;
- City support;
- User support;
- System load testing;
- Delivery milestones; and
- Other areas identified during contract negotiations or proposed by the Proposer.

## **6.10 Business Management Model**

In the event of contract award to a non-local agency, it is desired that the Contractor establish a point of presence in, or within thirty (30) miles of, Tampa, Florida, within four (4) weeks of contract award. A statement as to the Proposer's willingness is required in the response.

### **6.10.1 Organization**

Proposals must include a staffing plan that illustrates how the Proposer will be able to address the following:

- recruit, retain, train and manage sufficient qualified staff to manage the Tampa Electronic Government Portal,
- provide necessary systems analysis and programming services to facilitate the development and maintenance of computer programs necessary to deploy applications, and
- provide services and information through the Tampa Electronic Government Portal.

### **6.10.2 Business Model for Self-supporting Portal**

Proposals must describe how the Proposer will fund, develop and maintain a financial self-supporting Portal for online services and information. The Contractor will, in coordination with the Tampa Electronic Government Portal Committee and through Service Level Agreements, develop and market new online services. One of the first tasks of the Contractor will be to assess the current progress being made by the City in "moving government online" so as not to duplicate the work already in progress or completed by the City. Some current efforts can be viewed at <http://www.ci.tampa.fl.us>. The Proposers must describe its ability to meet growing demands of City Internet development services.

Proposers should take note that nothing in this RFP shall be deemed to limit access to Public Information via the Tampa Electronic Government Portal.

### **6.10.3 Management and Administration services**

Management services include the technical and professional activities the Contractor must carry out to establish, manage, and maintain the Tampa Electronic Government Portal. The Tampa Electronic Government Portal must operate on a 24x7 basis throughout the year. Proposals must describe what management steps would be taken to ensure this required availability. Administrative services include the planning, design, marketing, development and business management activities that would be carried out by the Contractor to establish and successfully operate the Tampa Electronic Government Portal. It also involves managing and maintaining a successful self-supporting Internet Portal business model. Proposals must describe all administrative steps or procedures the Proposer would utilize to successfully operate the Tampa Electronic Government Portal.

### **6.10.4 Cost Proposal Rate Structure**

Charges for electronically accessing information or services (that are not Value Added Services) may NOT exceed applicable statutory or regulatory fees for distributing the information or providing the service in its usual form. Proposals must include a statement of the Proposer's understanding and acknowledgement of this requirement.

#### **6.10.5 Value Added Transaction Rates**

The Proposer must explain the fee structure proposed for all value added transactions. The fee structure must be consistent with applicable statutory or regulatory fees. Proposers must explain how development and operational costs will be paid for through the fee structure. Proposers must list estimated costs for implementing and operating the Tampa Electronic Government Portal through the first year of the contract.

#### **6.10.6 Ownership of the Portal Hardware and Software**

As part of the proposal, Proposers will include pricing for all system hardware, system software, and costs for the all application interface software development. The Proposals must list all equipment and software that will become City property after the appropriate costs are recouped.

In case of contract termination, the City may wish to purchase equipment and software at the costs included in this section. Proposers should include depreciation schedules and prorated costs for the items.

#### **6.10.7 Percentage of Rates Returned to the City for Reinvestment**

Once the Contractor's implementation costs are recouped, the Contractor and the City will determine percentages of revenues generated by the Portal will be allocated to the City.

Proposers are required to explain the percentage of revenues collected that will be reimbursed to the City. The percentage of reimbursement will be part of the evaluation award process.

Proposers are to provide a business plan documenting all costs they want to recover along with the identification of all revenues from which they will recoup these costs.

## **BIDDER'S AFFIRMATION AND DECLARATION**

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

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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 acknowledge 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 acknowledge 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 acknowledge 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

**FOR A JOINT VENTURE**

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

The foregoing instrument was acknowledge before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by  
\_\_\_\_\_, who is \_\_\_\_\_  
\_\_\_\_\_ (Title)  
an officer of \_\_\_\_\_  
\_\_\_\_\_ (Corporation Name)

and by \_\_\_\_\_ who is  
\_\_\_\_\_ an officer of  
\_\_\_\_\_ (Title)  
\_\_\_\_\_ Joint Venturers.  
\_\_\_\_\_ (Corporation Name)

They are personally known to me or who have produced identification and did (did not) take an oath.

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

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

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

\_\_\_\_\_  
Printed or Typed name of Affiant

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

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

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

**PROPOSAL SIGNATURE FORM FOR  
ELECTRONIC GOVERNMENT BUSINESS PORTAL AND PAYMENT SYSTEM**

In compliance with this RWP and to all the conditions imposed herein, the undersigned offers and agrees to provide **RFP# 61070600, (ELECTRONIC GOVERNMENT BUSINESS PORTAL AND PAYMENT SYSTEM)**, 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 3.4.13 of this RFP #61070600.

**Please type or print:**

Name of Firm: \_\_\_\_\_

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

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

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

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

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: \_\_\_\_\_

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

## APPENDICES

## **Current Infrastructure Description:**

The City's integrated WAN/LAN network fabric is managed centrally by the MIS department. This network supports the 24/7 application and network requirements for all City applications. A few demographics illustrate the complexity of this infrastructure:

- There are over 3,000 registered City server accounts
- The City's web site averages 25,000 hit per DAY
- 50+ sites are connected to the City's data telecommunications network
- over 5,000 network "devices" are connected
- 800 Police officers are connected to City, State and Federal databases via wireless technology services (CDPD)
- millions of transactions are logged on applications that run on a wide variety of systems & servers (100+)
- most major City applications are dependent on data that originates on other systems and require complicated system "interfaces"
- about .8 terabytes (800 gigabytes) of data is backed up on a regular basis on the network

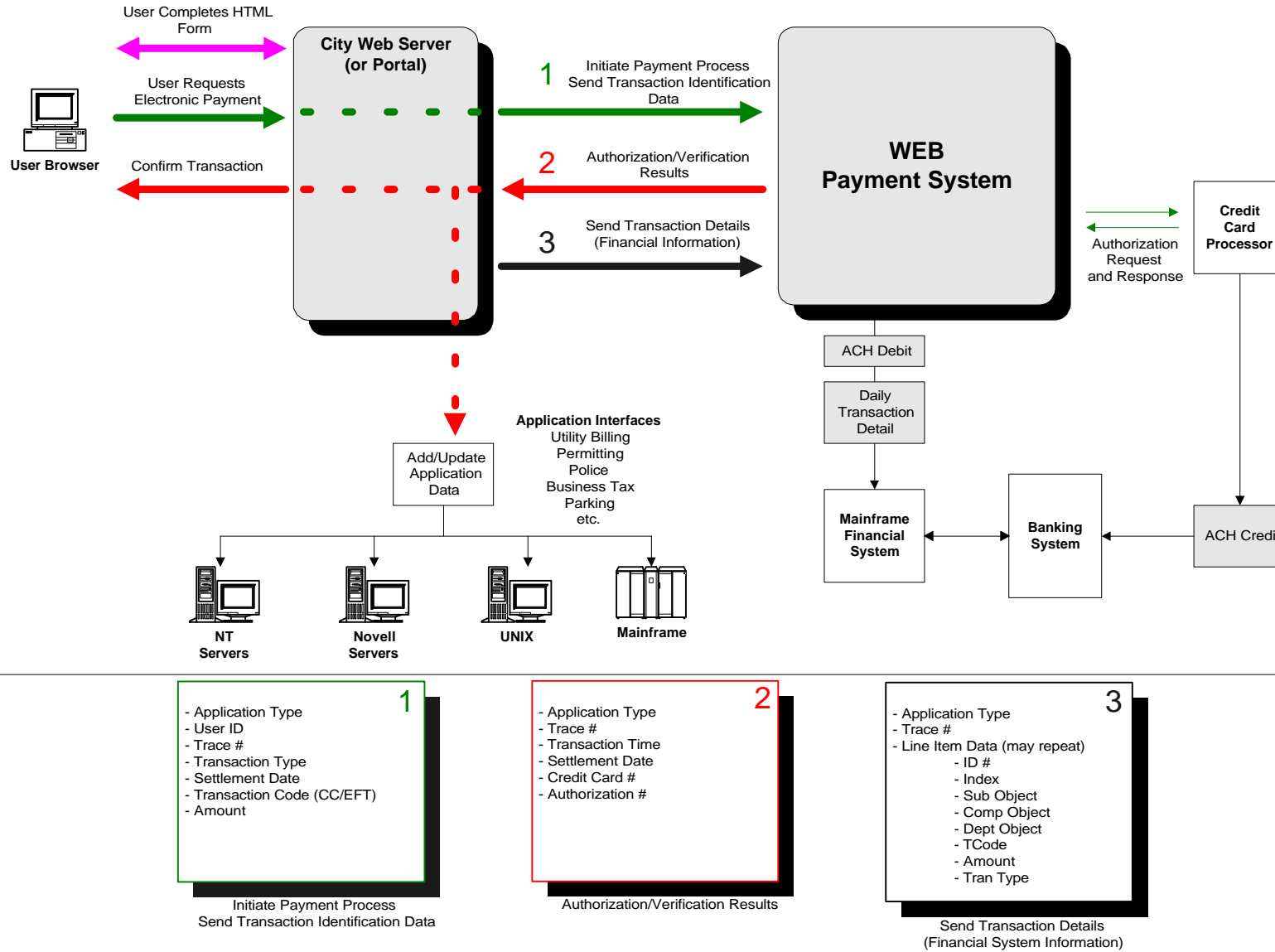
High volume transaction systems are housed on the City's IBM 9672- R42 mainframe. These include: Payroll, Financial Systems, Billing and Permitting systems. Departmental systems may be hosted on mid-range processors (AS/400, Unix & NT) or deployed in a client/server mode and include: Police CAD & Records, Fire CAD & Records, Solid Waste, City Clerk Records Retention System, Interactive Voice Response System, Convention Center Scheduling Software and others. NT servers (22) are used for IS type "utility" services such as assigning and tracking network addresses, hosting network management and security software, Help Desk software, file transfer software, terminal emulation "gateways", Internet and Intranet servers and the City's emerging data mart services. Internal and Internet email facilities, desktop management and file/print sharing services are provided to over 2,000 City PC users scattered over 50 large and small administrative sites in the metropolitan area on 36 Novell servers. Sophisticated directory services are used to direct and control application and network access.

The City's Wide Area Network (WAN) and various Local Area Networks (LANs) are integrated into a Municipal Area Network (MAN) via ATM, Frame Relay links and legacy FDDI communications. Seven sites are connected via ATM. Sites such as Police and Fire are provided "high availability" network services, which provide the 24/7 "uptime", required. Many smaller sites are connected via ADSL, a low-cost frame relay alternative. Limited terminal emulation application services and basic email facilities are provided at these sites. Other larger "local" sites connected via frame have localized email and file services. In total there are over 5,000 network "devices" on the City's Metropolitan Network. Citrix dial up servers provide access for remote "lone" Fire, Police and MIS users. During the past year MIS staff have prototyped terminal emulation VPN access. Network security "signature" software will be added to the network security software to ensure that this access to our network is provided only to "authorized" users.

## SUMMARY OF CUSTOMER INQUIRY CALLS

Summary of Customer Inquiry Calls by City Department					
Department	Average # of calls daily	Average length of call	Peak periods	Daily transfers	Comments
Parking	300	2-10 minutes	8:00 a.m. - noon	5/month	
Public Works	150	1 minute	10:00 a.m. 2:00 p.m.	30	office area
Neighborhood Liaison	100	30 seconds			
Parks	200	5min	10:00a.m. - 3:00 p.m.	25	includes picnic shelter resv.
Utility Accounting	700	3.5 minutes	11:00 a.m. - 1:00 p.m.	150-200	
Traffic Operations	15	5 minutes	24 hr/day service	5	
Solid Waste	300	?	10:00 a.m. - noon	30	
Water	200	4.5 minutes	mornings	50	most callers are trying to reach UAD
Sanitary Sewers	70	6.2 minutes	10:00 a.m. - 1:00 p.m.	1	this may vary based on holidays
Mayor's Office	45	2-10 min		50%	this is for complaint calls only
MIS	40	4 min	Mondays	n/a	
Neighborhood Improv	690	2-4 min	7:30-10:00/2:00-4:00	81	
Land Dev.	250	3-5 min	8:00-10:00/2:00-5:00	27	
Inspectional Services	715	3-5 min	7:30-10:00/1:30-4:30	63	
Residential Dev.	150	3 min	Mon/Fri	20	
CDS Records	320	2min	7:30-8:30/3:00-4:00	120	
CDS Permitting	120	2min	8:00-9:00	40	

# CONCEPTUAL PAYMENT SYSTEM FLOW



# FRONT-END APPLICATION INFORMATION FLOW

