

CITY OF TAMPA

HCD19-001



Bob Buckhorn, Mayor

Purchasing Department

Gregory K. Spearman, CPPO, FCCM
Purchasing Director

February 19, 2019

REQUEST FOR PROPOSALS (RFP)

Pursuant to Chapter 69-1119, Special Acts, Laws of Florida, sealed proposals for **Owner Occupied Rehabilitation, RFP # 19-P-00318** will be received by the Director of Purchasing, City of Tampa, until **Wednesday, March 27, 2019**; then to be opened and read aloud.

A **Mandatory Pre-Proposal Conference** will be held on **Monday, March 4, 2019** at the City of Tampa Lemon Street Office Building, 4900 W. Lemon Street, Tampa, FL 33609 (Phone/Conference Call services will not be provided). The purpose of this conference is to answer questions that may arise from the RFP documents. **PLEASE BRING A COPY OF THE RFP TO THE PRE-PROPOSAL CONFERENCE.**

Attached are important instructions and specifications regarding responses to this Request for Proposals. Failure to follow these instructions may result in Proposer's disqualification.

Questions regarding this RFP should be referred to: **Qiana Daughtry**. Questions shall only be submitted by email to **Qiana Daughtry at qiana.daughtry@tampagov.net**. Following the Mandatory meeting you will have two opportunities to ask questions. The initial workshop questions are due by Monday, March, 11, 2019 at 11:59AM EST. Clarification questions are due by Friday, March 15, 2019 at 11:59am EST.

Submission of Proposals by mail, hand delivery or express mail must be in a sealed envelope/box with the Proposer's name and return address indicated. The copies of the proposal must be submitted as follows: the original application (with all attachments), four (4) copies without attachments and one (1) electronic copy (with all attachments) must be submitted. **Type or print the RFP Number and RFP Title on the carrier envelope/box.** Address the Proposal envelope/box as follows:

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

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

NOTE: All forms need to be submitted in a typed format. Paperclip all documents (no binding, binders or staples)

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

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

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

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

STATEMENT OF NO BID

WE WANT YOUR FEEDBACK BECAUSE IT MATTERS TO US

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

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



Rev 10/19/17

GPC LISTING

City of Plant City

Buddy Storey
Purchasing Manager
Drawer C
Plant City, FL 33563
813-659-4270 - Telephone
813-659-4216 - Fax
wstorey@plantcitygov.com

City of Temple Terrace

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

Clerk of Circuit Court

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

Tampa-Hillsborough County Expressway Authority

1104 East Twiggs St. Suite #300
Tampa, Florida 33602
813-272-6740 – Telephone
813-276-2492 – Fax
Man.Le@tampa-xway.com

Hillsborough Area Regional Transit Authority

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

Hillsborough Co. Aviation Authority

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

Hillsborough County School Board

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

Hillsborough Community College

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

Hillsborough County Board of County Commissioners

Scott Stromer, Director
601 E. Kennedy Blvd., 26th Floor
Tampa, FL 33601
Phone: (813) 272-5790
FAX: (813) 272-6290
procurementservices@hillsboroughcounty.org

Hillsborough Co. Sheriff's Office

Christina R. Porter, Chief Financial Officer
P.O. Box 3371
Tampa, FL 33601
813-247-8032 – Telephone
813-242-1825 – Fax
CRPorter@hcsso.tampa.fl.us

State Attorney's Office

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

Tampa Port Authority

Donna Casey, Procurement Analyst
P.O. Box 2192
Tampa, FL 33601
813-905-5164 – Telephone
813-905-5109 – Fax
dwebb@tampaport.com

Supervisor of Elections

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

City of Tampa Housing Auth.

Jerome Ryans, President/CEO
1514 Union Street
Tampa, FL 33607
813-253-0551 – Telephone
813-4522 – Fax
irenew@thaf1.com

Tampa Sports Authority

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

Tax Collector

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

The Children's Board of Hills. County

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

University of South Florida

George Cotter, Director
Purchasing Services
4202 E Fowler Ave SVC-1072
Tampa, FL 33620
813-971-3340 – Telephone
gcotter@admin.usf.edu

Property Appraiser

601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Phone: (813) 272-6100
FAX: (813) 272-5519
www.hcpaf1.org

Tampa Palms Community Dev. Dist.

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

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SECTION I. SCOPE OF SERVICES

1. INTRODUCTION

The City of Tampa receives Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development and State Housing Initiative Program (SHIP) Funding from the Florida Housing Finance Corporation for use by the City for affordable housing opportunities. This Request for Proposal (RFP) is the application and guideline package to solicit the interest of non-profit housing partners to utilize a portion of the City's CDBG, HOME and SHIP funding to implement an owner occupied rehabilitation program specifically directed toward serving households with home rehabilitation needs.

2. BACKGROUND

Approximately \$700,000 in CDBG funding and \$900,000 in SHIP funding is being made available to non-profit housing partners in the City of Tampa that provide owner occupied rehabilitation assistance to serve persons with major home rehabilitation needs. The owner-occupied rehabilitation assistance must address one or more of the following items:

- Handicapped accessibility improvements
- Leaking or failed roof system
- Failing or lacking plumbing
- Electrical systems issues
- Failed structural systems such as walls and/or floors
- Lack of working heat/AC
- Exterior deterioration
- Broken or failing Windows
- Water heater replacement
- Lead based paint remediation or other environmental issues

3. OBJECTIVES

The Owner Occupied Rehabilitation Program objective is to assist eligible applicants with repairs that allow them to remain independent in their own homes and maintain their homeownership. All services and repairs will be carried out in compliance with City, State, County and Federal requirements. All nonprofit partners are also expected to use Contractors from the City of Tampa's Approved Contractor List (for more information, please visit www.tampagov.net/rehabcontractors).

4. PROJECT REQUIREMENTS

The City of Tampa may choose to award more than one nonprofit partner funds to assist homeowners in the City of Tampa limits. Priority will be given to projects that serve the Special Needs population as defined by Florida Statute 393.063. Proposed projects serving the Special Needs population should have an emphasis on home modifications, including technological enhancements and devices, which will allow homeowners to remain independent in their homes and maintain their homeownership.

Response to the following questions **MUST** be included in the proposal:

1. Which of the following activities has your agency administered in the past?
 - Housing Rehab
 - Emergency Home Repair
 - Exterior home improvement (paint, landscaping, etc.)
 - Handicapped accessibility

2. Describe your agencies experience qualifying clients for a state/or federally funded program (income verification, client follow-up, etc.)
3. Describe your agencies experience completing an environmental review. Describe the process to complete a historic project with lead hazards?
4. Describe the applicant's knowledge and capability to develop, implement, and administer the project/program. *Provide essential staff resumes, organizational charts, training, education, skill, and listing of prior similar projects/program.*
5. Describe your organization's fiscal capacity to manage financial reporting, record keeping, accounting systems, policies and procedures, and audit requirements.
6. Describe the project in detail. *Your response should include answers to the following questions: How many rehabs can you process a month? How is quality assurance maintained? How will the scope of work be developed? How will subcontractors be managed? What unique or innovative features, if any, are associated with your project?*
7. Describe any partner agencies/organizations involved and provide letters of collaboration that define roles and responsibilities of each. Provide letters documenting your collaboration or MOUs. *If your application is contingent upon additional funding sources, please ensure all commitment letters are attached to your application.*
8. Describe your projected timeline. Include start date, milestones, benchmarks, and completion date.
9. Please describe your projected goals, objectives and anticipated outcomes. Example 1, for owner occupied rehabs will be completed within 60 days of contract signing. Example 2, 80% of homeowners will complete the OOR survey with satisfactory rating.
10. Does the applicant have a history of securing local, state, federal, and private dollars? *Please provide a list all funding sources, type of project related to the proposed project/program, provide program goals and outcomes.*
11. Does your agency have a disaster plan? If yes, please provide a copy of your plan. Please complete the disaster questionnaire.

NOTE: Please do not forget to include the MBE forms and Attachments B, C and D included in this RFP package.

5. CITY'S ROLE AND RESPONSIBILITIES

The City of Tampa will provide a list of individual/family names who are eligible to receive Owner Occupied Rehabilitation assistance. The City of Tampa will provide the awardees with technical assistance which will include a review of the project agreement, reimbursement procedures, monitoring plan and program policies and procedures.

6. PROPOSER SUBMITTALS

The following must be submitted in the proposal:

6.01 Contract Termination for Default. Has the Proposer's company had a contract terminated for default in the last five years? Termination for default is defined as notice to stop performance which was delivered to the Proposer due to the Proposer's non-performance or poor performance and the issue of performance was either not litigated due to inaction on the part of the Proposer; or litigated and determined that the Proposer was in default.

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

6.02 Contract Litigation/Legal Proceedings. The Proposer shall identify any pending lawsuits, past litigation relevant to subject matter of this RFP, providing a statement of any litigation or pending lawsuits that have been filed against the Company in the last five years.

If an action has been filed, state and describe the litigation or lawsuit filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or lawsuit has been filed against the company, provide a statement to that effect.

7. QUALIFICATIONS

- Agency must be in business for no less than five years (must be documented on page where they enter name, address and other info about agency) The applicant must be a 501 (c)(3) non-profit organization with housing rehabilitation experience that serves low-moderate income individuals/families.
- Minimum Funding Request for funding: \$500,000
- Funds will not be granted to reduce existing deficits, entertainment, lobbying expenses, audits, or other ineligible expenses under the Universal Funding Application Guidelines.
- Organizations must demonstrate the financial viability to operate a State and/or federally-funded program strictly on a reimbursement basis. City of Tampa funds are provided to awarded projects on a reimbursement basis only. This means that funds will be available to the organization after it has paid for eligible project costs. However, no costs incurred prior to contract approval may be reimbursed. A financially viable organization is one that is able to:
 - Operate for a minimum of 90 days pending reimbursement without financial hardship;
 - Demonstrate an existing and consistent cash flow to manage at least four (4) projects at one time; and
 - Have a separation of duties for personnel time allocations, etc.
- Applicants who previously received funding from the City must report the status of that funding, including actual accomplishments, previous Monitoring results and any outstanding findings or concerns. Applicants with open Monitoring Findings with the City that are unable to be resolved prior to the deadline for funding applications will be ineligible to apply for this RFP.
- All applicants approved for funding must attend a post-award conference with City staff and provide a project budget based on the pending grant award amount. Additionally, policies and procedures, sample client files, and other documents may be requested in a form acceptable to the City prior to the post-award conference.
- Applicants must demonstrate adequate management, fiscal controls and staffing capacity within its current organization to undertake the proposed project (General Contractor on staff or under contract).
- Applicants must report the status of all funds that are requested or proposed from other sources.

8. MANAGEMENT

If, during the course of the project, the Successful Proposer makes personnel changes, the City has the right of review, acceptance, and/or reject proposed substitute(s). The City will make available the City's management team for interview and consultation during plan(s) development and for review of the draft and final plans.

9. IMPLEMENTATION

Please visit the HCD website at www.tampgov.net/hcd for current program policies and procedures.

10. COORDINATION WITH THE CITY

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

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

End of Section I

SECTION II. GENERAL CONDITIONS

1. GENERAL INFORMATION

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

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

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

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

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

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

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

information as follows: "EXEMPT FROM PUBLIC DISCLOSURE" with Proposer's name and the Proposal number marked on the outside, and (4) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations. The envelope that contains the Proposer's confidential/proprietary/exempt information must be submitted with the Proposer's other Proposal documents. Proposer is advised that failure to follow the aforementioned instructions may result in Proposer's alleged confidential/proprietary/exempt information being disclosed to the public. This will be the Proposer's "REDACTED" copy. All submittals received in response to this Proposal will become the property of the City of Tampa and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.*

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

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

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

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

1.4.3 The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, Awardee agrees to comply with Florida's Public Records Law, including the following:

1. Awardee shall keep and maintain public records required by the City to perform the services;
2. Upon request from the City, Awardee shall provide the City with copies of the requested records, having redacted records in total or in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the City) on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

3. Ensure that public records, in part or in total that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the contract term and following completion (or early termination) of the contract if the Contractor does not transfer the records to the City;
4. Upon completion (or earlier termination) of the award, Awardee shall within 30 days after such event either transfer to the City, at no cost, all public records in possession of the Awardee or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Awardee transfers all public records to the City upon completion (or earlier termination) of the award, Awardee shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee keeps and maintains public records upon completion (or earlier termination) of the award, Awardee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
5. The failure of Awardee to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above shall be grounds for immediate unilateral termination of the contract by the City; the City shall also have the option to withhold compensation due Awardee until records are received as provided herein.

6. IF THE AWARDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE AWARDEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AWARD, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813/274-8351, COTPurchasingPRR@tampagov.net, AND MAILING ADDRESS OF PURCHASING DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 2ND FLOOR, 306 E. JACKSON STREET, TAMPA, FL 33602.

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

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

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

Please note that the City's Ethics Code may be accessed on the Internet by utilizing the website link <http://www.tampagov.net/human-resources/info/lobbyist-information> or can be found in the City of Tampa's municipal codes published online by the Municipal Code Corporation at the website link

https://www.municode.com/library/fl/tampa/codes/code_of_ordinances. Printed copies of the Ethics Code can also be obtained from the City Clerk's Office for a fee of \$0.15 cents a page.

1.6 Warranties and Guarantee. The City of Tampa will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the products offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the proposal.

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

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

1.8 Procurement Protest Procedures. A protest must be filed with the Director of the soliciting Department within five (5) business days of posting the City's intent to award and may be filed by an actual Proposer or proposer, who is allegedly aggrieved in connection with the issuance of a bid solicitation, proposal solicitation or pending award of any contract in any competitive process utilized by the City of Tampa for procurements of supplies, materials or services and construction of public improvements and has standing to protest under Florida Law. Any protest must be filed in accordance with the City of Tampa Code, Chapter 2, Article V, Division 3, Purchases and Contracts, Section 2-282, Procurement Protest Procedures. Protests not complying with the provisions of this Section shall not be reviewed.

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

1.9 WMBE Participation. The City of Tampa administers the Women/Minority Business Enterprise (WMBE) Program to promote the inclusion of WMBE Companies in procurement solicitations and contract awards. The City actively solicits participation in this project by City Certified WMBE Companies deemed **underutilized**. To obtain a list of the City's Certified WMBE Companies, visit the Minority and Small Business Development Offices website at <http://www.tampagov.net/minority-business-development> . Under Programs and Services select WMBE and SLBE Directories. These directories include WMBE Certified Companies which are listed by Type of Services and by Company Names. If you need further assistance, please contact the Minority and Small Business Development Office at (813) 274-5512.

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

WMBE Participation scoring criteria for this REP. **For this RFP the underutilized WMBE Industry Category is “Professional Services”.**

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

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

For additional information contact the Minority Business Development Office at 813/274-5543 or 813/274-5512. <http://www.tampagov.net/minority-business-development>

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

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

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

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

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

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

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

1.14 Proposer’s Criminal History Screening Practices. Per City of Tampa Code of Ordinances, Section 2-284, Bidder(s) shall perform criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. The City of Tampa’s municipal codes are published online by the Municipal Code Corporation at the website link https://www.municode.com/library/fl/tampa/codes/code_of_ordinances.

1.15 Equal Opportunity. The City of Tampa hereby notifies all Bidders/Proposers that all eligible businesses, including Small Local Business Enterprises (SLBEs) and Women/Minority Business Enterprises (WMBEs) will be afforded a full opportunity to participate in any Award/Contract made by the City of Tampa pursuant to this present proposal matter and will not be subjected to discrimination on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status. The City of Tampa prohibits any person involved in City of Tampa contracting and procurement activities, to discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status.

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

1.17 Compliance with Laws. The Successful Proposer shall comply with all applicable laws, ordinances, and codes of the Federal Government, State of Florida, Hillsborough County, and the City of Tampa. It shall be the responsibility of the Successful Proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Failure to comply with all applicable laws, ordinances and codes may lead to termination of the contract.

1.18 Force Majeure. If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this award/contract (the “Nonperforming Party”) will be excused from performing those obligations, on condition that it complies with its obligations herein. “Force Majeure Event” means, with respect to the Nonperforming Party, any event or circumstance, regardless of whether it was foreseeable, which was not caused by the Nonperforming Party, which prevents the Nonperforming Party from complying with any of its obligations under this award/contract, on condition that the Nonperforming Party uses reasonable efforts to comply with its obligations, except that a Force Majeure Event will not include any strike or other labor unrest that affects only one party, economic hardship of a party, an increase in prices, changes in market conditions, or a change of law. Upon the occurrence of the Force Majeure Event, the Nonperforming Party shall notify the other party in writing within ten (10) days of the occurrence of that the Force Majeure Event, its effect on performance, and how long that party expects the Force Majeure Event to last. Thereafter the Nonperforming Party shall update the other party as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this award/contract. The other party has the right to terminate the award/contract if the Non-Performing Party’s Force Majeure Event continues for more than a reasonable time.

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

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

Contract. Failure to disclose said situations may lead to the disqualification of the Proposer or the termination of its Contract.

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

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

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

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

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

If an audit inspection in accordance with this Section discloses overpricing or overcharges (of any nature) by the Successful Proposer to the City in excess of one-half of one percent (.5%) of the total contract

billings, (1) the reasonable costs of the City's Audit department shall be reimbursed to the City by the Successful Proposer and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Successful Proposer within a reasonable amount of time (not to exceed 45 days) from presentation of City's findings to the Successful Proposer.

1.22 Scrutinized Companies. Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of any amount that are (1) on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or are engaged in a boycott of Israel, and (2) with companies for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes or are engaged in business operations in Cuba or Syria.

A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel may not bid on, submit a proposal for, or enter into a contract or renew a contract with an agency or local government entity for goods or services of any amount.

A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria may not bid on, submit a proposal for, or enter into a contract or renew a contract with an agency or local government entity for goods or services of \$1 million or more.

Notwithstanding the aforementioned, the City may on a case-by-case basis permit a company on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or are engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services if the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

If the City determines the Bidder submitted a false certification under Section 287.135(5) of the Florida Statutes upon submission of a bid or proposal, entering into a contract, on contract renewal, or if the Awardee has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria, the City shall either terminate the contract after it has given the Awardee notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes.

1.23 Deviations. Proposals should clearly and with specificity detail all deviations to the requirements, terms and conditions set forth in this Request for Proposal. Such deviations must be stated within Section II. General Information, Section 3. Content of Proposals, Tab 9. Deviations to the RFP. Proposers are hereby advised that in instances where a deviation is stated and/or is otherwise found in Proposer's Proposal, said Proposal will be subject to rejection by the City in recognition of the fact that said Proposal does not meet the requirements imposed by this RFP and/or if such deviation is considered material in nature, in the sole discretion of the City. For informational purposes only, a deviation is considered material if (a) the deviation deprives the City of their assurance that the anticipated contract will be entered into, performed and guaranteed according to this RFP's specific requirements, or (b) the deviation provides the deviating Proposer with an undue competitive advantage over the other Proposers. A Proposal may not be subject to rejection where, at the sole discretion of the City, the stated deviation is considered to be equal or better than the imposed requirement, and where said deviation does not destroy the competitive character of the RFP process by affecting the Proposal such that an advantage or benefit is gained to the detriment of the other Proposers. Proposers are strongly cautioned against taking deviations to the requirements, terms and conditions set forth in this RFP.

Note: If Proposer identifies no deviations to the requirements, terms and conditions set forth in the RFP, the City will deem such requirements, terms and conditions as accepted by the Proposer and if selected, will become part of the contract.

1.24 Data Collection. Pursuant to Section 119.071(5)(a), Florida Statutes, social security numbers collected from bidders are used for identification, verification, and tax reporting purposes.

1.25 Indemnification Contractor/Successful Proposer/ Awardee /Firm (collectively the “Firm”) releases and agrees to defend, indemnify and hold harmless the City, its officers, elected and appointed officials, employees, and/or agents (collectively, “City Indemnified Parties”) from and against any and all losses, liabilities, damages, penalties, settlements, judgments, charges, or costs (including without limitation attorneys’ fees, professional fees, or other expenses) of every kind and character arising out of any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character, caused by or resulting from, directly or indirectly, in whole or in part, any act, negligence, recklessness, wrongful misconduct, omission or other conduct of Firm or any tier of subcontractor/subconsultant/ supplier, agent, employee, or anyone for whom Firm may be liable, in connection with, arising directly or indirectly out of the execution or performance of the obligations assumed under or incidental to the document to which this section/article/exhibit is incorporated (singularly or collectively “Claims”), unless such injuries or damages are the result of the sole negligence or willful acts or omissions of the City Indemnified Parties.

Without limiting the foregoing, any and all such Claims, including but not limited to personal injury, disease, sickness, death, damage to property, natural resources, or the environment (including destruction or loss of use, costs of hazardous or toxic substance cleanup and disposal), defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of common law, any applicable law, statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder and, to the extent required, the defined term “Claims”. Firm further agrees to investigate, handle, respond to, provide defense (including without limitation attorney fees, paralegal fees, and expert fees to and through appellate, supplemental, or bankruptcy proceedings) for and defend such Claims at its sole cost and expense through counsel approved in advance and in writing by the City and agrees to bear all other costs and expenses related thereto, even if the Claims are groundless, false, or fraudulent. Firm shall advance or promptly reimburse to the City any and all costs and expenses incurred by a City Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the City Indemnified Party is entitled to indemnification hereunder. Firm agrees and recognizes that the City Indemnified Parties shall not be held liable or responsible for Claims which may result from any actions or omissions of Firm in which the City Indemnified Parties participated either through providing data, advice, review, and/or concurrence of Firm’s actions. In reviewing, approving, or rejecting any submissions by Firm or other acts of Firm, the City Indemnified Parties in no way assume or share any responsibility or liability of Firm or any tier of subcontractor/subconsultant/supplier, under the document (hereinafter the “Agreement) to which this section/article/exhibit (hereinafter “Article”) is incorporated.

This obligation is absolute and unconditional and shall in no way be limited by the amount or type of Firm’s insurance coverage, conditioned on any attempt by a City Indemnified Party to collect from an insurer, or subject to any set-off, defense, deduction, or counterclaim that the Contactor might have against the City Indemnified Party. The duty to defend hereunder is independent and separate from the duty to indemnify which shall exist regardless of any ultimate liability of Firm or any City Indemnified Party, and shall arise immediately upon presentation of a Claim and written notice of same being provided to Firm. Firm’s defense and indemnity obligations hereunder will survive the Agreement’s expiration or earlier termination. In the event the law is construed to require a specific consideration for this indemnification, the parties agree that the sum of \$10.00, receipt of which is hereby acknowledged, is the specific consideration for same and the providing of such indemnification is deemed to be part of the specifications with respect to the services provided by Firm.

Specifically, where the Agreement is a professional services contract with a design professional as defined in Section 725.08, Florida Statutes, this Article shall be limited to Section 725.08. Further, where the Agreement is a construction contract for a public agency or in connection with a public agency’s project per Section 725.06, Florida Statutes, this Article shall be limited to said Section 725.06. Moreover, whenever there appears in the Agreement an indemnification within the purview of Section 725.06, Florida Statutes, the monetary limitation on the extent of the indemnification provided shall be \$1 Million Dollars or a sum equal to the total contract price, service cost, or project value whichever is greater.

NOTWITHSTANDING ANYTHING IN THE FOREGOING TO THE CONTRARY, the parties agree that to the extent this Article is found to be in conflict with any provisions of Florida law, it shall be deemed automatically modified in such a manner as to be in full and complete compliance with all such laws, including containing such limiting conditions or limitations of liability and/or not containing any unenforceable or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to the maximum extent permitted by Florida law.

1.26 Employee Verification. The Successful Proposer must utilize the U.S. Department of Homeland Security's E-Verify Systems to verify the employment eligibility of all persons employed during the term of the award to perform employment duties within the State of Florida and all persons, including subcontractors, assigned by Awardee to perform work pursuant to the award.

2. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

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

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

3. CONTENT OF PROPOSALS

3.1 Proposer Responsibility. Proposers are advised that the City's ability to evaluate proposals is dependent in part on the Proposer's ability and willingness to submit proposals which are well ordered, detailed, comprehensive and readable. Clarity of language and adequate, accessible documentation is essential. Proposers should maintain the sequence of sections as they are depicted in the RFP. It is the Proposer's responsibility to examine all specifications and conditions thoroughly and comply fully with specifications and all attached terms and conditions.

It is the Proposer's responsibility to provide a full and complete written response that does not require interpretation or clarification by the City. The Proposer is to provide all requested materials, forms and information. The Proposer is responsible to ensure the materials submitted will properly and accurately reflect the Proposer specifications and offering. During scoring and evaluation (prior to any interviews), the City will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP deadline; however, this does not limit the right of the City to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past experience by the City in assessing responsibility), or to seek clarifications as needed by the City.

3.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to fulfill the requirements of the proposal. Proposal and the required copies shall be presented in three (3) ring binders, pages must be single or double sided and identified with page numbers. **Failure to follow these instructions could result in your proposal being disqualified.**

The Proposer shall provide the following:

- One (1) original proposal marked "**ORIGINAL**". The original proposal is the City's official record and recording of the proposal being submitted and one (1) electronic copy on USB Thumb Drive. The proposal shall be one (1) PDF document. The USB Drive is a supplement and will not be reviewed for compliance.
- Four (4) copies without attachments of the proposal marked "**COPY**" will be for the Evaluation Committee Members.

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

- **Title Page.** Type the name of Proposer's agency/firm, address, telephone number, name of contact person, email address, date, and the title of the RFP.
- **Table of Contents.** Include a clear identification of the written material by section and by page number.
- **Proposal Submittal Check List.** Complete and submit Attachment A. for compliance of certain requirements identified in the RFP package.
- **Tab 1. Addenda.** Include a copy of the addendum, or addenda associated with the RFP, if applicable. Incomplete proposals will not be considered.
- **Tab 2. Florida Public Records Law.** Include a written acknowledgement of the Florida Public Records Law requirements from Section II. General Conditions, Section 1. General Information, Subsection 1.4.
- **Tab 3. Response to Proposal.** Specifically state the Proposer's understanding of the work to be accomplished and make a positive commitment to perform the work in Section I. Scope of Services.
- **Tab 4. Section I, Scope of Services.** Include all the requirements and/or documentation requested under Section I. Scope of Services, Attachment A Proposal Submittal Checklist.
- **Tab 5. References.** Include a reference list of at least three clients to whom the Proposer has provided services similar to those being proposed to the City. This list will include the following information:

Name of Client
Date of Services
Address
Contact Person
Telephone Number
Email Address

Tab 8. SUB-CONTRACTING SUBMITTALS. No Awardee shall assign the award/contract or any rights or obligations thereunder without the written consent of the City. **The Awardee shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless written consent to subcontract a greater percentage of the work first obtained by the City.** In the event of such approved subcontracting, the Awardee agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:

- Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
- Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20

These forms must be completed (including signatures) and submitted with all bids or proposals. Submittals that do not contain these completed forms shall be deemed “non-responsive”. Instructions on completing the forms are included after each form in this bid package.

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

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

- **Tab 9. Deviations to the RFP.** Proposer should clearly and with specificity detail all deviations to the requirements, terms and conditions set forth in this Request for Proposals (RFP). Proposers are hereby advised that in instances where a deviation is stated and/or is otherwise found in Proposer’s Proposal, said Proposal will be subject to rejection by the City in recognition of the fact that said Proposal does not meet the requirements imposed by this RFP and/or if such deviation is considered material in nature, in the sole discretion of the City. Failure by a Proposer to state in writing any deviations to this RFP shall be considered as acceptance by the Proposer of the requirements, terms and conditions as stated in the RFP.
- **Tab 11. Proposer’s Affirmation.** Complete, submit and have notarized the Proposer’s Affirmation form provided in the RFP Package. This form must be signed by an authorized representative of the firm as defined below.

Tab 12. Proposal Signature Form. Complete and submit the Proposal Signature form and Requested Voluntary Information Regarding Proposer’s Initial Employment Application Content form provided in the RFP Package. These forms must be signed by an authorized representative of the firm as defined below:

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

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

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

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

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

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

4. EVALUATION OF PROPOSALS

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

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

Points	Guidance
Maximum points	More than adequate response
Middle points	Adequate response, no special insights
No points	Inadequate or no response

Score questions and points:

1. Agency experience in qualifying clients for State/Federally funded programs? **5pts**
2. Environmental Review and lead hazard experience and explanation? **5pts**
3. Knowledge and capacity to develop, implement and administer program/project **10pts**
4. Fiscal capacity - financial reporting, record keeping, accounting systems, policies and procedures and audits. **20pts**
5. Project detail? Includes number of rehabs per month? Scope preparation? Subcontractor management? Innovative features? **20pts**
6. Collaborations? **5pts**
7. Project timeline clear and sufficient? **5pts**
8. Project/program goals, objectives and anticipated outcomes clear? **10pts**
9. History of securing local, state, federal and private dollars? **5pts**
10. Minority Business Forms **10pts**
11. Business Disaster Recovery Questionnaire **5pts**

Note: Please see score sheet Attachment E.

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

1. A maximum of ten (10) rating points may be awarded when the Proposer is a City of Tampa certified WMBE Company participating as the prime contractor deemed **underutilized** within the industry category established by the RFP (**“Professional” Services**).

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

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

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

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

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

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

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

4.4 SHORT- LISTING

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

4.5 INTERVIEWS/DEMONSTRATIONS

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

Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as its qualifications to furnish the specified products and services. The interviews and demonstrations will be scored by the Evaluation Committee.

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

4.5 The City reserves the following rights to:

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

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

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

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

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

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

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

5. ADDITIONAL CONTRACT TERMS

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

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

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

5.2 Award/Contract Term. The period of the contract shall be for _____ from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for _____ additional _____ periods.

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

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

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

10-day written notice with cause; or

30-day written notice without cause.

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

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

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

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

The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Successful Proposal, the City and any indemnified party. This provision shall survive the termination of this contract and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law.

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

Any Hillsborough County GPC member which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders and issue its own exemption certificates as required by the Bidder. It is understood and agreed that the City of Tampa is not a legally bound party to any contractual agreement made between any other governmental entity and the Bidder as a result of this Bid.

5.8 Use of Contract by Other Governmental Agencies. Unless otherwise stipulated by the Bidder in its proposal, the Bidder agrees to make available to all government agencies, departments, and municipalities the proposed prices submitted in accordance with the terms and conditions of this Solicitation Document, should any governmental entity desire to buy under the Contract resulting from this Solicitation Document.

Any other governmental agency, department, or municipality which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders and issue its own exemption certificates as required by the Bidder. It is understood and agreed that the City of Tampa is not a legally bound party to any contractual agreement made between any other governmental entity and the Bidder as a result of this Bid.

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

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

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

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

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

5.13 Invoicing. The City will reimburse Project Sponsor no more than two per property assisted for all allowable expenses, as determined by the City. Requests for reimbursement must be

submitted to the City of Tampa Housing and Community Development Division on Project Sponsor's official letterhead. Each request must specify the line-item in the budget for which reimbursement is being requested, must be accompanied by copies of paid bills, canceled checks or bank statements, invoices, lien releases for all contracted work, and any other means of showing the item or work has been completed and paid for by the Project Sponsor. The invoice must be signed by an authorized representative of the Project Sponsor.

The invoice must contain the following fields:

- Invoice date;
- Invoice number;
- Company Name;
- Company Address (same as listed on W-9)
- Purchase order number;
- IDIS Number (if applicable)
- Location and dates of work;

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

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

5.14 Award Changes. No changes, over the award period, shall be permitted unless prior written approval is given by the Director of Purchasing and, where applicable, confirmed by resolution of the City Council of the City of Tampa.

5.15 Assignment. To the extent permitted by applicable law, this contract, and all rights or obligations hereunder, is not assignable, in whole or in part, by operation of law, acquisition of assets, merger, consolidation, dissolution or otherwise without the advance written approval of the other party to this contract. Any attempted assignment of this contract by a party without the advance written approval of the other party shall be invalid and unenforceable against the other party. Any approved assignment of this contract by the Successful Proposer will not relieve the Successful Proposer from the performance of its duties, covenants, agreements, obligations, and undertakings under this contract, unless the assignment expressly provides otherwise. No assignment by the Successful Proposer shall be effective unless the assignee confirms in writing to the City that the assignee accepts and shall comply with all of the duties, responsibilities, and obligations of the Successful Proposer. Notwithstanding the foregoing, the City may assign its rights under this contract (without the Successful Proposer's consent or approval) to a governmental successor of the City. An assignment by the City of its rights under this contract to a governmental successor of the City will relieve the City from the performance of its duties, covenants, agreements, and obligations under this contract after the effective date of the assignment. However, the City shall continue to be liable for the obligations it incurred under this contract prior to the effective date of the assignment. Action by the City in awarding a bid/proposal to a proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this award.

In the event of such approved Sub-Contracting, the Successful Proposer agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached Schedule of Sub-Contracting forms, with the proposal response.

- Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
- Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20

These forms must be completed (including signatures) and submitted with all proposals. Submittals that do not contain these completed forms shall be deemed “non-responsive”. Instructions on completing the forms are included after each form in this RFP package.

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

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

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

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

6. INSURANCE REQUIREMENTS

This contract is subject to the attached and incorporated CITY OF TAMPA INSURANCE REQUIREMENTS included as Exhibit 1 of this bid document which should be reviewed for complete insurance details and coverage requirements.

End of Section II

**PROPOSAL SIGNATURE FORM
FOR
Owner Occupied Rehabilitation**

In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to provide **RFP# 19-P-00318, Owner Occupied Rehabilitation**, in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation. This completed Proposal Signature form must be submitted with the Proposer's written proposal and will become a part of any agreement that may be awarded. This Proposal Signature Form must be signed by an authorized representative with ink-pen (electronic signature or copy of signature is prohibited), as defined in Section II. General Conditions, Subsection 3. Content of Proposal of this RFP. **If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.**

Please type or print:

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Federal ID #.: _____ Telephone No.: _____ Email: _____

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

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

Business is licensed, (unless exempt by applicable law) permitted or certified to do business in the State of Florida:
 Yes No. License # _____

Minority Business Status: Black Hispanic Woman Other

Is your business certified as a minority business (WMBE) or small business enterprise (SLBE) with any government agency?
 Yes No. If yes, please list below:

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

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

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

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

Authorized Signature: _____ Date: _____

End of Section III



Page 2 of 4 – DMI **Solicited/Utilized**

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

This form must be submitted with all bids or proposals. **All** subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that follow correspond to the headings on the form required to be completed. **Note:** Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. **Note:** Certified **SLBE or WMBE firms** bidding as Primes **are not exempt** from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted or solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

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

- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as either Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes aka “National Institute of Governmental Purchasing” are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method(s) of soliciting for bid.
- **Quote or Resp. (response) Rec’d (received) Y/N.** Indicate “Y” Yes if you received a quotation or if you received a response to your solicitation. Indicate “N” No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Minority and Small Business Development Office at (813) 274-5522.



Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Page 3 of 4 – DMI Solicited/Utilized Schedules

**City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-20)**

Contract No.: 19-P-00318 Contract Name: _____
 Company Name: _____ Address: _____
 Federal ID: _____ Phone: _____ Fax: _____ Email: _____

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.

See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)

Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses

No Subcontracting/consulting (of any kind) will be performed on this contract.

No Firms are listed to be utilized because: _____

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

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

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %

Failure to Complete, Sign and Submit
 this form with your Bid or Proposal
 Shall render the Bid Non-Responsive.
 (Do Not Modify This Form)

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

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.

Signed: _____ Name/Title: _____ Date: _____

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive
Forms must be included with Bid / Proposal



Page 4 of 4 DMI – Solicited/Utilized

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

This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) projected to be utilized must be included on this form. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

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

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID.** FIN. A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting/consulting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal or Participation Plan Requirement was set by the City, but will self-perform all work. When subcontractors are utilized during the performance of the contract, the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. Note: certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors, including completion and submitting Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box; provide brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. Note: mandatory compliance with Good Faith Effort outreach (GFECF) requirements applies (MBD Form-50) and supporting documentation must accompany the bid.
- **See attached documents.** Check box, if after completing the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the scope/value/percent utilization of subcontractors. Reproduce copies of MBD-20 and attach. All data not submitted on duplicate forms must be in the same format and content as specified in these instructions.

The following instructions are for information of Any and All subcontractors To Be Utilized.

- **Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. Abbreviated list of NIGP is available at <http://www.tampagov.net/mbd> “Information Resources”.
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs).
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent. For CCNA only (i.e. Consultant A/E Services) you must indicate subcontracts as percent of total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Minority and Small Business Development Office at (813) 274-5522.



City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments Partial Final
(FORM MBD-30)

Contract No.: 19-P-00318 WO#,(if any): _____ Contract Name: _____
 Contractor Name: _____ Address: _____
 Federal ID: _____ Phone: _____ Fax: _____ Email: _____
 GC Pay Period: _____ Payment Request/Invoice Number: _____ City Department: _____
 Total Amount Requested for pay period: \$ _____ Total Contract Amount (including change orders): \$ _____

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

Type	Company Name Address Phone & Fax	Total Sub Contract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
Trade/Work Activity <input type="checkbox"/> Sub <input type="checkbox"/> Supplier Federal ID			Amount Pending Previously Reported	Sub Pay Period Ending Date
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

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

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

Signed: _____ Name/Title: _____ Date: _____

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

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



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

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

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **W.O.#** If the report covers a work order number (W.O.#) for the contract, please indicate it in that space.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID.** A number assigned to a business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **Pay Period.** Provide start and finish dates for pay period. (e.g. 05/01/13 – 05/31/13)
- **Payment Request/Invoice Number.** Provide sequence number for payment requests. (ex. Payment one, write 1 in space, payment three, write 3 in space provided.)
- **City Department.** The City of Tampa department to which the contract pertains.
- **Total Amount Requested for pay period.** Provide all dollars you are expecting to receive for the pay period.
- **Total Contract Amount (including change orders).** Provide expected total contract amount. This includes any change orders that may increase or decrease the original contract amount.
- **Signed/Name/Title/Date.** This is your certification that the information provided on the form is accurate.
- **See attached documents.** Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.
- **Partial Payment.** Check if the payment period is a partial payment, not a final payment. Located at the top right of the form.
- **Final Payment.** Check if this period is the final payment period. Located at the top right of the form.

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

- **(Type) of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business or SLBE.
- **Trade/Work Activity.** Indicate the trade, service, or material provided by the subcontractor.
- **SubContractor/SubConsultant/Supplier.** Please indicate status of firm on this contract.
- **Federal ID.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Total Subcontract Amount.** Provide total amount of subcontract for subcontractor including change orders.
- **Amount Paid To Date.** Indicate all dollars paid to date for the subcontractor.
- **Amount Pending, Previously Reported.** Indicate any amount previously reported that payments are pending.
- **Amount To Be Paid for this Period.** Provide dollar amount of dollars requested for the pay period.
- **Sub Pay Period Ending Date.** Provide date for which subcontractor invoiced performed work.

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

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



**City of Tampa
Official Letter of Intent**

(Form MBD-40)

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

Bid/Proposal/Contract Number: 19-P-00318

Bid/Proposal/Contract Name: _____

A. To be completed by the Bidder/Service Provider

Name of Bidder: _____

Address: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email: _____

B. To be completed by WMBE/SLBE

Name of WMBE/SLBE: _____

Address: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email: _____

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

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

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

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

Bidder/Proposer: _____ Date: _____

Signature and Title

WMBE/SLBE Firm: _____ Date: _____

Signature and Title

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

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

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

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

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

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

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

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

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

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

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

Procurement Guidelines To Implement Minority & Small Business Participation

Underutilized WMBE Primes by Industry Category

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

Underutilized WMBE Sub-Contractors / Sub-Consultants

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

Policy

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

Index

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

Industry Categories

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

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

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

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

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

MBD Form-70

**Requested Voluntary Information Regarding
Bidder's Initial Employment Application Content**

The Bidder's own initial application for employment has criminal history screening practices similar in nature to the practices contained in Chapter 12, Article VI – Criminal History Screening Practices, City of Tampa Code of Ordinances, which can be found at the website link:

https://www.municode.com/library/fl/tampa/codes/code_of_ordinances?nodeId=COOR_CH12HURI_ARTVICRHISCPR

Yes No

The City requires this information for informational purposes only pursuant to Section 2-284, City of Tampa Code of Ordinances. It will not be used either as a basis of award or denial thereof. It may not be used by any party as a basis of any protest.

Firm Name: _____

Authorized signature: _____ Date: _____

ATTACHMENT A - PROPOSAL SUBMITTAL CHECK LIST

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

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

MANDATORY REQUIREMENTS **PAGE NUMBER IN PROPOSAL**

GENERAL REQUIREMENTS

SECTION 4. PROJECT REQUIREMENTS

Questions :

- Question 1 _____
- Question 2 _____
- Question 3 _____
- Question 4 _____
- Question 5 _____
- Question 6 _____
- Question 7 _____
- Question 8 _____
- Question 9 _____
- Question 10 _____
- Question 11 _____

SECTION III. PROPOSAL SIGNATURE FORM

Form is filled out and executed. _____

SECTION IV. SUB-CONTRACTING FORMS

Form MBD 10 - Solicited

Form is filled out and executed. _____

Form MBD 20 - Utilized

Form is filled out and executed. _____

Failure to submit these forms shall result in your bid being deemed as “non-responsive”

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

ATTACHMENT C. - CONFLICT OF INTEREST DISCLOSURE FORM

Form is filled out and executed. _____

ATTACHMENT D – CORPORATE RESOLUTION CERTIFICATION

Form is filled out and executed. _____

ATTACHMENT B. - CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Successful Proposer/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Firm shall have an affirmative duty to provide from time to time upon City's request certificates of insurance, complete and certified copies of Firm's insurance policies, forms, and endorsements, as may be requested by the City in response to an issue or potential claim arising out of or related to the Agreement. Failure to provide said documentation shall be a material breach of the Agreement. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may (i) terminate the Agreement or (ii) purchase such coverages as City deems necessary to protect the itself (charging Firm for same) and at City's option suspending Firm's performance until such coverage is in place. If Firm does not reimburse City for such costs within 10 days after demand, in addition to any other rights, City shall also have the right to offset such costs from amounts due Firm under any agreement with the City. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

The following coverages are required: ("M" indicates million(s), for example \$1M is \$1,000,000)

A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. **Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value.** If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent).

B. Automobile Liability (AL) Insurance in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. **AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000.** If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent).

C. Worker's Compensation (WC) & Employer's Liability Insurance for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. **Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements.**

D. Excess (Umbrella) Liability Insurance for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC.

Firm affirmatively states that the insurance requirements as set forth above are of adequate types and amounts of insurance coverage for any type of claim/loss for the proposed work or services.

ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than **A-:VII** or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

ADDITIONAL INSURED - City, its elected officials, departments, officers, officials, employees, and volunteers together with, as applicable, any associated lender of the City shall be covered as additional insureds on all liability coverage (e.g. CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 10 20, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 if later revisions used).

CANCELLATION/NON-RENEWAL – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days’ notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm’s receipt from its insurer of any notices of same. If any policy’s aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City’s notice (or Award contact) address as stated in the Agreement with a copy to the following: Purchasing Department, 306 E Jackson Street, Tampa, FL 33602
 Other: City of Tampa Insurance Compliance c/o Ebix BPO, PO Box 100085- ZS, Duluth, GA 30096

CERTIFICATE OF INSURANCE (COI) – to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to insure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors’ acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. **Certificate Holder must be The City of Tampa, Florida.**

CLAIMS MADE – If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR) – must be disclosed to City and, if over \$500,000, approved by the City in advance and in writing, including at City’s option being guaranteed, reduced, or eliminated (additionally if a SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with a SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

PERFORMANCE – All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

PRIMARY POLICIES - Firm’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, employees, and volunteers shall be excess of the Firm’s insurance and shall not contribute with it.

SUBCONTRACTORS/INDEPENDENT ASSOCIATES/CONSULTANTS/SUBTENANTS/SUBLICENSEE – Firm shall require and verify that all such entities maintain insurance meeting all requirements stated herein with the City as an additional insured by endorsement (ISO FORM CG 20 38, or broader) or otherwise include such entities within Firm’s insurance policies. Upon City’s request, Firm shall furnish complete and certified copies of copies of such entities’ insurance policies, forms, and endorsements.

SUBCONTRACTOR DEFAULT INSURANCE, CONTROLLED INSURANCE PROGRAM, WRAP-UP - Use requires express prior written consent of City Risk Manager.

UNAVAILABILITY – To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance.

WAIVER OF SUBROGATION – With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

WAIVER/RELEASE AGREEMENT – Where Firm has a defined group of persons who might be exposed to harm (e.g. participants in an athletic event/program, volunteers) any waiver or release agreement used by Firm whereby such persons (and their parent/guardian as applicable) discharge Firm from claims and liabilities, shall include the City, its elected officials, departments, officers, officials, employees, and volunteers to the same extent as Firm.

The City reserves the right from time to time to waive any or all of these insurance requirements (or to reject policies) based on the specific nature of goods/services to be provided, nature of the risk, prior experience, insurer, coverage, financial condition, failure to operate legally, or other special circumstances. Required insurance shall not limit Firm’s liability.

Acceptance by the City, or by any of its employees, representatives, agents, etc. of certificates or other documentation of insurance or policies pursuant to the terms of this document and the Agreement evidencing insurance coverages and limits does not constitute approval or agreement that the insurance requirements have been met or that coverages or policies are in compliance. Furthermore, receipt, acceptance, and/or approval of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its employees, representatives, agents, etc., which indicate less coverage than required does not constitute a waiver of Firm's obligation to fulfill these insurance requirements.

REVISED 8/30/2018

ATTACHMENT C. - CONFLICT OF INTEREST DISCLOSURE FORM
CONFLICT OF INTEREST DISCLOSURE FORM

Federal Law prohibits persons who exercise or who have exercised any functions or responsibilities with respect to the funding sources administered through this jurisdiction ⁽¹⁾ or who are in the position to participate in a decision making process or to gain inside information with regard to such activities, may obtain a financial interest or benefit from an assisted activity...either for themselves or those whom they have family or business ties, during their tenure or for one year thereafter.

Therefore, please answer the following disclosure questions:

1. Are you currently a (Please Check One):

City Council Member Officer Executive Management Staff
 Staff (associated with delivery of program)

2. City position held _____

3. Are you a business partner of any City of Tampa employee(s), member of City Council or member of the City of Tampa's Housing and Community Development Division (HCD)? NO _____ YES _____

If yes, please state the name of the City employee(s) and the Department, City Council Member(s) or HCD employee.

4. Are you an immediate family member of any City of Tampa employee(s), member of City Council or employee of HCD?
NO _____ YES _____

If yes, please state the name of the City employee(s) and the Department, City Council Member(s) or HCD employee and the relationship.

Signature: _____ Name (Please Print): _____

Name of Current Employer: _____ Date: _____

ATTACHMENT D. - COORPORATE RESOLUTION CERTIFICATION

**Corporate Resolution
CORPORATE RESOLUTION CERTIFICATION**

The undersigned Secretary of _____, a Florida non-profit corporation (“Corporation”), does hereby certify that the following Resolution was adopted by the corporation at a meeting of the Board of Directors of the Corporation held on _____, 20____.

RESOLVED that _____, the _____ of the Corporation is hereby authorized and empowered to execute on behalf of the Corporation any and all documents, contracts and/or grant agreements between the City of Tampa and the Corporation (“Authority”).

FURTHER RESOLVED that in addition and without limiting the foregoing, that the Authority of the Corporation be, and hereby is, authorized to take or cause to be taken, such further action, and to execute and deliver or cause to be delivered, for in the name and on behalf of the Corporation, all such instruments and documents as the Authority may deem appropriate in order effectuate any documents or instruments executed in accomplishment of any action or actions authorized as stated herein shall be deemed to be conclusive approval thereof by this Corporation and the binding act and obligation of this Corporation.

DATED: _____

Signature

Printed Name: _____