Purchasing Department
Gregory K. Spearman, CPPO, Director
306 E. Jackson Street, 2E
Tampa, Florida 33602

Office (813) 274-8351
Fax: (813) 274-8355

February 4, 2020

REQUEST FOR PROPOSALS (RFP)
FOR
HOME TBRA AND SECURITY/UTILITY DEPOSIT MANAGEMENT SERVICES

Pursuant to Chapter 69-1119, Special Acts, Laws of Florida, sealed proposals for **HOME TBRA AND SECURITY/UTILITYDEPOSIT MANAGEMENT SERVICES, RFP #41022120** will be received by the Director of Purchasing, City of Tampa, until **3:00 PM, FEBRUARY 21, 2020**; then to be evaluated by the City of Tampa Housing and Community Development Division.

A **MANDATORY PRE-PROPOSAL CONFERENCE** will be held on **FEBRUARY 11, 2020 @ 10:00 AM** at the City of Tampa Housing and Community Development Division, 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. ALL questions regarding any of the requirements in the RFP after the workshops are required to be submitted in via email to kayon.henderson@tampagov.net no later than, **FEBRUARY 17, 2020 AT 12:00 PM (EST)**. Responses to questions will be released on **FEBRUARY 20, 2020**. **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**: KAYON HENDERSON, COMMUNITY DEVELOPMENT COORDINATOR.** Questions shall be submitted by email to KAYON.HENDERSON@TAMPAGOV.NET.

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

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

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

The Tampa Municipal Office Building and the Lemon Street facility are both controlled access buildings 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, email 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.

TENTATIVE SCHEDULE OF EVENTS*

February 4, 2020	Request for Proposal Issued
February 11, 2020	Mandatory Pre-proposal Conference
February 17, 2020	Deadline for Questions
February 21, 2020 *	Proposal Submission Deadline 2:00 PM (EST)
March 2, 2020	Proposal Review and Recommendations
March 2, 2020	Organization/Agency is notified of selection
March 10, 2020	Mandatory Technical Assistance Workshop for Approved Organization/Agency

* **Proposals submitted after the opening date and time WILL NOT be accepted.**

TABLE OF CONTENTS

1) SCOPE OF SERVICES

2) GENERAL CONDITIONS

3) GUIDELINES

4) PROPOSER'S AFFIRMATION AND PROPOSAL SIGNATURE FORMS

5) SUB-CONTRACTING FORMS AND PAYMENT FORMS

ATTACHMENT A. PROPOSAL SUBMITTAL CHECK LIST

ATTACHMENT B. PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

ATTACHMENT C. LOCAL, STATE, AND FEDERAL LAW AND REGULATION ADDITIONAL COMPLIANCE AS APPLICABLE

ATTACHMENT D. ENVIRONMENTAL ADJUSTMENT PLAN

ATTACHMENT E. CORPORATE RESOLUTION CERTIFICATION

ATTACHMENT F. CONFLICT OF INTEREST DISCLOSURE FORM

ATTACHMENT G. HOME TBRA AND SECURITY/UTILITY DEPOSIT MANAGEMENT SERVICES ORGANIZATIONS/AGENCY APPLICATION

EXHIBIT 1. CITY OF TAMPA INSURANCE REQUIREMENTS

SCOPE OF SERVICES

INTRODUCTION

The City of Tampa (City) is seeking proposals from one or more qualified public or private, nonprofit entity (Organizations/Agencies) to provide management services to administer, as a sub-recipient, certain activities funded through the City's HOME Investment Partnerships Program (HOME) allocation for the term of April 1, 2020 through September 30, 2022. The HOME funding will used to provide Tenant-Based Rental Assistance (TBRA) and security and utility deposits to eligible households throughout the City. These funds are to be utilized by the successful Organizations/Agencies to assist people who are experiencing homelessness, are at risk of becoming homeless, or lack the resources necessary to obtain or retain permanent, safe, and decent housing. The successful Organization(s)/Agency(ies) will administer the HOME and TBRA programs for the City providing temporary rental assistance, security deposit assistance, and utility deposit assistance to eligible households.

DEFINITIONS

- Administrative Expenses – Costs for general management, oversight, coordination, evaluation, and reporting on eligible activities. Such costs do not include costs directly related to carrying out eligible activities, since those costs are eligible as part of the activity delivery costs of such activities.

- Annual Gross Income – Total income (earned, unearned, and asset income) anticipated to be received by all persons who currently reside or intend to reside in a program-assisted unit for the upcoming 12-month period.

- Annual Report – A yearly report of an organization or government's financial statements and accomplishments.

- Audit – An examination of the financial or administrative records of an organization or governmental entity to ensure that they are complete and accurate.

- Chronically Homeless – an individual or family with a disabling condition who has been continuously homeless for a year or more or has had at least four episodes of homelessness in the past three years.

- Compliance – The act of meeting requirements and conditions specified in statues, rules and/or federal laws regarding state and federal housing programs.

- Income Eligible Household – An individual, family or group of individuals living together as a unit, determined to be income eligible for participation in a program.

- Extremely Low Income Household – Households with income at or below 30% Area Median Income (AMI).

- Very Low Income Household- Households with income at or below 50% AMI.

- Low Income Household – Households with income at or below 80% AMI

- Permanent Housing – Housing that is not time limited and does not require a household to move by a specified date or within a specified timeframe.

- Project Objectives – The methods or the activities by which you plan to achieve your aims.

- Project Outcomes – The changes, benefits, learning or other effects that happen as a result of your work. They can be wanted or unwanted, expected or unexpected. They are often hard to count or prove, and normally rely on an understanding of the initial situation or problem for comparison. *Please see example below.

- Project Outputs – The tangible products, services or facilities created by your work, and are usually quantifiable. They don't rely on any knowledge of your "starting point" and instead focus on what happens once you have finished your work. *Please see example below.

  *For example: Output – job training provided to 100 students,

Outcome – 25% of students gained meaningful employment

- Security Deposit - a sum of money aside from the payment of rent that a landlord requires a tenant to pay, which funds are to be kept separately and are to be used should the tenant be required by a landlord to make a payment to cover the expenses of any repairs of damages to the tenant's premises greater than normal "wear and tear." Maximum SHIP funds for Security Deposit assistance may be a one-time payment of up to two (2) month's rent for the unit.

- Successful Proposer - the one or more Organizations/Agencies awarded a Contract by the City pursuant to this RFP.

- Support Services – program component that allows recipients and subrecipients to provide services to individuals and families such as; case management, mental health counseling and treatment and other support services for independent living.

- Supportive Housing – a combination of housing and services intended as a cost-effective way to help people live more stable and productive lives.

- Tenant-Based Rental Assistance (TBRA) – Rental subsidy program to help the individual households acquire permanent affordable housing through rental and utility subsidies.

- Unit – rental housing that may be either publicly or privately owned.

- Utility Deposit – a sum of money required by a utility company before they will provide service kept by that company separate from any monthly payment to insure against losses that result from unpaid or underpaid utility bills.

1. <u>The Organization/Agency will be responsible for managing and administering for the City, the following programs:</u>

<u>TBRA Program:</u>

Utilize HOME funds to assist individuals or families with rental assistance, to obtain permanent housing. The subsidy level will be based on the household income and will be used for Low Income and Extremely Low Income Households.

<u>TBRA Funding Priorities:</u>

Extremely Low and Low Income Households that are experiencing homelessness or unstably housed, are a priority to receive TBRA assistance under this RFP.

<u>Security/Utility Deposit Program:</u>

Funds may be provided to assist with security deposits and utility deposits on behalf of eligible households within the City.

- Eligible utility deposits include only provider-mandated deposits for water, sewer, electricity, and gas.
- Security/Utility Deposit funds may also be used by the Organization/Agency, to pay project delivery costs associated with strategy implementation, such as inspection fees to ensure the unit meets Section 8 Housing Quality Standards. or expenses associated with assisting a household provided they are paid directly to the service provider.

<u>Security/Utility Deposit Program Funding Priorities:</u>

Low and Extremely Low Income Households experiencing homelessness or at risk of homelessness because of their inability to pay the security and or utility deposit. Security deposit can be any combination of also include any combination of first, last, and up to one extra month.

2. ELIGIBLE ACTIVITIES AND REQUIREMENTS

The Organization/Agency will be responsible for managing and administering the following activities under the Programs:

A. Tenant-Based Rental Assistance (TBRA):

- Rental Assistance **must** be paid to the Landlord/Owner on behalf of the tenant. Rental Assistance may not be paid directly to the tenant. All Property Management companies conducting services on behalf of a Landlord/Owner **must** provide a Property Management Agreement as proof of their authority at the time of presenting the lease for the tenant.
- Rental Assistance **must** only be used for a unit that is being offered for a rental rate at or below Fair Market Rent (FMR).
- Rental Assistance cannot exceed two (2) years, unless waived by the City in advance and in writing due to extraordinary circumstances. Household's Annual Gross Income **must** be at or below 80% AMI.

B. Lease Requirements:

The term of the lease between the tenant and their Landlord/Owner must be for not less than one (1) year. The lease may not contain any of the prohibited lease terms found at 24 CFR §92.253.

C. The Organization/Agency must participate in the City's Homeless Management Information System (HMIS) administered by the Tampa Hillsborough Homeless Initiative. Non-compliance with the Hillsborough County, UNITY Standard Operating Procedures may adversely affect the current and/or future cycles of the Organization/Agency. Any violation of UNITY policies requires immediate corrective action.

D. The successful Organization/Agency must utilize the Tampa Hillsborough Homeless Initiative's Coordinated Intake and Assessment System (CI&A). Further, the successful Organization/Agency will establish a Memorandum of Understanding (MOU) with the community organizations participating in the Coordinated Intake & Assessment (CI&A) process established by the Tampa Hillsborough Homeless Initiative. The City's receipt of an acceptable MOU shall be an express condition precedent to payment under any Contract awarded.

E. The successful Organization/Agency must also agree in writing to abide by the policies and procedures written and provided by the Tampa Hillsborough Homeless Initiative and any subsequent amendments/updates. The City's receipt of such a writing in acceptable form shall be an express condition precedent to payment under any Contract awarded.

2.1 Eligible Expense Categories:

The following categories of expense shall be considered eligible for funding under the programs:

- The rental assistance and security deposit payments made to provide tenant-based rental assistance for program participants.
- The costs of inspecting assisted units.
- The costs of determining the income eligibility of assisted households.
- Program Administration costs may not to exceed 10% of any award.

2.2 Ineligible Uses of TBRA Assistance:

The following categories of expenses shall be considered ineligible for funding under the programs:

- Organizations/Agencies may not use funds in any way that will lock tenants into arrangements with specific Landlords/Owners for specific units/projects. Tenants must be free to use the assistance in any eligible unit they choose.
- Tenants cannot utilize this program for rent to own leases.
- Pay for the overnight or temporary shelter of homeless persons or families.
- Duplicate existing rental assistance programs that already reduce the tenant's rent payment to 30 percent of income.

2.3 Eligible Units:

- Assisted units must be located within the City.

- Must meet Section 8 Housing Quality Standard (HQS) and pass the HQS inspection prior to the effective date of the TBRA assistance.
- Any unit constructed or manufactured prior to 1978 must be inspected for lead-based paint hazard(s). If found, it must be properly remediated in compliance with the Lead Safe Housing Rule found at 24 CFR § 75 Subpart M of the Lead Safe Housing Rules.
- Participants may select units that are privately owned. However, TBRA may not be provided to units that receive project-based rental assistance through Federal, State or Local programs.
- TBRA assisted units must rent for a reasonable amount, compared to rents charged for comparable unassisted units. Rent reasonableness must be documented.

2.4 Occupancy Standards:

- Occupancy standards provide criteria to determine the unit size the household may be eligible for, as well as the amount of the assistance to be provided. U.S. Department of Housing and Urban Development (HUD) Fair Housing rules allow for a household to select smaller units, provided they do not create overcrowding. HOME TBRA subsidy will not cover the increased cost of a larger unit.
- No more than two (2) persons are required to share a bedroom.
- Persons of different generations (i.e., grandparents, parents, and children), persons of the opposite sex (other than spouses/couples) and unrelated adults are not required to share a bedroom.
- Children of the same sex, within 5 years of age, and couples living as domestic partners must share the same bedroom for purpose of assigning the bedroom size on a HOME TBRA voucher.
- In most cases, a bedroom is not provided for a family member who will be absent most of the time, i.e., college student or military.

2.5 Security/Utility Deposits:

- Security/Utility Deposits must be paid to either the landlord/owner or utility company by the Organizations/Agencies on behalf of the tenant.
- The lease must be for at least one (1) year.
- Applicants cannot rent mobile homes.
- Security Deposit assistance may be a one-time payment of up to two (2) month's rent for the unit.
- Utility Deposits **must** be provided in conjunction with the provision hereunder of monthly TBRA and/or Security Deposit assistance.
- Utility Deposit assistance may only include electric, gas, sewer, water and trash.
- Household's Annual Gross Income **must** be at or below 80% AMI.

2.6 Availability of Funds:

The City anticipates that an estimated amount of $700,537 in HOME or State Housing Initiatives Partnership (SHIP) funds, as available, will be used as funding under this RFP. The City reserves the right to reduce or increase the funding under this RFP. The City also reserves the right to allocate such amounts among one or more awardees.

2019-2020 Estimated Total Allocation Amounts	
Funding Category	**Estimated Total Fund Amount**
Security/Utility Deposits	$100,000.00
Administering TBRA	$600,000.00

More detailed information on the HOME program can be found at U.S. Department of Housing and Urban Development web site at the following address: www.hudexchange.info
More detailed information on the SHIP program can be found at Florida Housing Coalition web site at the following address: https://www.flhousing.org/

GENERAL CONDITIONS

3. GENERAL INFORMATION

3.1 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, if any, 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.

3.2 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.

3.3 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.

3.4 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. Proposer's References and Cost or Price information will be deemed a public record without exemption, and if a claim of confidentiality/proprietary information is made regarding such information, the City will deem the Proposal submittal as "non-responsive".**

3.4.1 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.

3.4.2 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.

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

A. Successful Proposer shall keep and maintain public records required by the City to perform the services;

B. Upon request by the City, provide the City with copies of the requested records, having redacted records in total on 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;

C. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion (or earlier termination) of the contract if Contractor/Awardee/Successful Proposer does not transfer the records to the City;

D. Upon completion (or earlier termination) of the contract, Successful Proposer shall within 30 days after such event either transfer to the City, at no cost, all public records in possession of the Contractor/Awardee/Successful Proposer or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Successful Proposer transfers all public records to the City upon completion (or earlier termination) of the contract, Successful Proposer shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor/Awardee/Successful Proposer keeps and maintains public records upon completion (or earlier termination) of the contract, Successful Proposer 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.

E. The failure of Successful Proposer 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 Successful Proposer until records are received as provided herein.

F. IF SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, 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: Attachment B – Public Record Declaration or Claim of Exemption form must be completed and submitted with the proposal, under Section II. General Conditions, Section 3. Content of Proposal, Tab 2.

3.5 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.

3.6 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.

3.7 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.

3.8 WMBE Participation and SLBE Participation.

A. WMBEs. 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**.** 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.

B. SLBEs. In an effort to promote increased opportunities for Small Local Business Enterprises (SLBEs), the City actively encourages 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.

For additional information please visit the Minority Business Development Office at: http://www.tampagov.net/minority-business-development

3.9 DIVERSITY MANAGEMENT INITIATIVE (DMI) DATA REPORTING. For data collection purposes, **Proposers must submit, with their bid or shortly thereafter, completed and signed Forms MBD-10 and MBD-20 or their proposal may be deemed non-responsive**. Specifically, the 'Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers) (Form MBD-10)' listing all subcontractors (including non-certified) solicited and 'Schedule of All -To Be Utilized Sub-(Contractors/Consultants/Suppliers) (Form MBD-20)' listing all subcontractors (including non-certified) to be utilized. Supplemental forms, such as 'Form MBD-40 Official Letter Of Intent' (LOI), shall be submitted upon request. Notwithstanding anything to the contrary on the standard MBD DMI forms, the language in this paragraph 3.9 shall control regarding responsiveness and timing of submittal. After an award, 'DMI Sub-(Contractors/Consultants/Suppliers) Payment Form (Form MBD-30)' may be required to be submitted with payment requests to report payments to subcontractors and using the on-line automated MBD compliance software system available at https://tampa.diversitysoftware.com For additional information about the WMBE and SLBE programs contact the Minority and Small Business Development Office at 813-274-5522.

3.10 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.

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

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

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

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

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

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

3.13 Proposer's Criminal History Screening Practices. Per City of Tampa Code of Ordinances, Section 2-284, Bidder shall indicate whether or not Bidder 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.

3.14 Equal Opportunity. The City of Tampa hereby notifies all Proposers that all eligible businesses, including Small Local Business Enterprises (SLBEs) and Women/Minority Business Enterprises (WMBEs) will be afforded a full opportunity to participate in any award made by the City of Tampa pursuant to this present proposal matter and will not be subjected to discrimination on the basis of race, color, sex, or national origin. The City of Tampa prohibits any person

involved in City of Tampa contracting and procurement activities, to discriminate on the basis of race, color, religion, sex, national origin, age, or physical handicap.

3.15 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.

3.16 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, including as set forth in ATTACHMENT C. 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.

3.17 Force Majeure. Neither the City nor Successful Proposer shall be deemed in default with respect to the performance of, or compliance with the terms, covenants, agreements, conditions, or provisos of the Agreement as further explained below.

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

3.17.2 Delay or Failure to Perform Excused by Event of Force Majeure. The delay or failure of the City or Successful Proposer to perform its duties and obligations under this Contract, shall be excused to the extent that such failure or delay is caused by an Event of Force Majeure as set forth in Section 1.17.1 Force Majeure. If an Event of Force Majeure causes a delay or failure in performance of only a portion of the obligations of the City or Successful Proposer under this Contract, then only that portion of performance which was delayed or prevented by such cause shall be deemed excused, and the performance of all other obligations of the City or Successful Proposer not so delayed shall not be excused by an Event of Force Majeure. Delay or failure in performance by the City or Successful Proposer which is the result of an Event of Force Majeure set forth in Section 1.17.1 Force Majeure shall be deemed excused for a period no longer than the delay or failure in performance caused by such Event of Force Majeure.

3.18 Survival. Provisions in regards to licensing, indemnification, governing law, venue and confidentiality shall survive termination of Contract. Any term, warranties, condition, covenant, or obligation which requires performance by a party subsequent to termination of the Contract shall remain enforceable against such party subsequent to termination.

3.19 Security and Confidentiality. The Successful Proposer shall comply fully with all security procedures of the United States, State of Florida and City in performance of the Contract. The Successful Proposer shall not divulge to third parties any

3.20 Indemnification. Successful Proposer 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 cause by or resulting from, directly or indirectly, in whole or in part, by any act, negligence, recklessness, wrongful misconduct, omission or other conduct of Successful Proposer or any tier of subcontractor/subconsultant/ supplier, agent, employee, or anyone for whom Successful Proposer may be liable, in connection with, arising directly or indirectly out of the execution or performance of the obligations assumed under or incidental to this Award hereof (singularly or collectively "Claims"), even if it is alleged that the City Indemnified Parties were negligent, unless such injuries or damages are ultimately proven to be solely the result of negligent acts or omissions on the part of the City Indemnified Parties. Without limiting the generality of 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". Successful Proposer 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 any such Claim at its sole cost and expense through counsel approved 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. Successful Proposer shall advance or promptly reimburse to a City Indemnified Party any and all costs and expenses incurred by such 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. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Successful Proposer's insurance coverage.

The parties agree that to the extent the written terms of this indemnification are deemed by a court of competent jurisdiction to be in conflict with any provisions of Florida law, in particular Sections 725.06 and 725.08, Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in fully and complete compliance with all such laws and to contain such limiting conditions or limitations of liability, or to not contain 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. Further, whenever there appears in this Award (or any other documents made a part hereof) an indemnification within the purview of Section 725.06, Florida Statutes, the monetary limitation on the extent of the indemnification under such provision shall be $1 Million Dollars or a sum equal to the total contract price, service cost, or project value whichever is greater.

The obligation of Successful Proposer under this Section is absolute and unconditional; it is not conditioned in any way on any attempt by a City Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not 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, and the duty to defend exists regardless of any ultimate liability of Successful Proposer, the City, and any City Indemnified Party. The duty to defend arises immediately upon presentation of a Claim by any party and written notice of such Claim being provided to Successful Proposer. Successful Proposer's defense and indemnity obligations hereunder will survive the expiration or earlier termination of this Award.

Successful Proposer agrees and recognizes that the City Indemnified Parties shall not be held liable or responsible for any Claims which may result from any actions or omissions of Successful Proposer in which the City Indemnified Parties participated either through providing data or advice and/or review or concurrence of Successful Proposer's actions. In reviewing, approving or rejecting any submissions by Successful Proposer or other acts of Successful Proposer, the City in no way assumes or shares any responsibility or liability of Successful Proposer or any tier of subcontractor/subconsultant/supplier, under this Award.

In the event the law is construed to require a specific consideration for such indemnification, the parties agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnification and the providing of such indemnification is deemed to be part of the specifications with respect to the services provided by Successful Proposer.

4. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

4.1.1 Questions or clarifications relative to the interpretation of the RFP, Scope of Services or the proposal process shall be submitted in writing via email to Kayon Henderson, Community Development Coordinator @ kayon.henderson@tampagov.net in the following manner and in word format:

A. When asking RFP questions or clarifications begin the question with:

RFP Page Number.
Section Number and Title.
Subsection Number and Title (if applicable).

For Example: On page 36, Section II. General Conditions, Section 1. General Information, under Section 1.8 Proposals Binding, What if the company can only bind the proposal for 60 days?

B. Attachments when asking your questions or clarifications begin with:

Identify the Attachment Letter and Name, Page Number, Item Number and Category/Title.

For Example: Attachment C, Question: Instead of providing E. Managed Care Liability, can Professional Liability replace that requirement?

C. When asking general questions or clarifications begin with:

General

For Example: General: Is the company required to submit the insurance certificate with their proposal? General: Can the required number of copies of the proposal be submitted on separate thumb drives instead of hard copies?

5. CONTENT OF PROPOSALS

5.1 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.

5.2 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 can be single or double sided and identified with page numbers per tab. **Failure to follow these instructions could result in your proposal being disqualified.**

The Proposer shall provide the following:

- Provide **One (1)** original proposal hard copy in its entirety marked **"ORIGINAL"**. The original hard copy proposal is the City's official record and recording of the proposal being submitted. Provide **One (1)** complete electronic version of the proposal saved as one (1) PDF document on USB Drive. The USB Drive is a supplement and will not be reviewed for compliance. Provide **three (3)** additional complete hard copies.

  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.**

6. EVALUATION OF PROPOSALS

6.1 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(s) will be awarded to the most qualified Successful Proposer(s) per the evaluation criteria listed below.

The following criteria and scoring will be considered in developing a recommendation for as Successful Proposer and their respective Organization/Agency funding.

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

CRITERIA	MAXIMUM POINTS
Organizational Experience and Capacity	40
Project Description	35
Budget	10
Project Evaluation	15
TOTAL POINTS	**100**

Score Sheet

Scoring Criteria	Max Points available	Points awarded	Comment
A. Organizational Capacity *(Maximum of 40 points)*			
History of Organization/Rental Assistance	**10**		
Past program/project year's results versus goals	**10**		
Grant administration capabilities	**5**		
Staff's experience/Case Management	**10**		
Compliance Issues: (only one can apply)	**5**		
• Monitoring w/ no concerns - 5			
• No Monitoring - 3			
• 1 Finding but resolved - 3			
• 2 – 4 Findings but resolved - 1			
• Over 4 Findings but resolved or open issues - 0			
• Open Issues - 0			
B. Project Description *(Maximum of 35 points)*			
Complete description of service workflow, staff involved, and case management to self-sufficiency	**10**		
Experience of individuals working on program	**5**		
Performance Measures	**10**		
Use of HMIS	**5**		
Collaboration	**5**		
Budget and Narrative *(Maximum of 10 points)*			
• Supporting documentation submit to justify numbers	**10**		
Program Evaluation *(Maximum of 15 points)*	**15**		
• Ranking			
Total Score	**100**		

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

6.2.1 Responsiveness of the Proposal to the scope of work.

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

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

6.2.4 Responses of the client references.

6.2.5 Such other information that may be required or secured.

6.4 INTERVIEWS

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.

The City reserves the following rights to:

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

6.4.2 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.

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

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

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

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

6. 5 Financial Statements. The City reserves the right to request that Proposers submit their annual financial statements for the last three fiscal years, including company financial statement summaries, certified by a Certified Public Accountant. If the organization has been in business for a period of less than three years, Proposers may be required to submit a detailed business plan in addition to any pertinent information that would allow the City to evaluate the sufficiency of financial resources and the ability of the business to successfully perform the services enumerated in the contract. Unless otherwise stated, such requests would be made after the submission of the proposals and prior to award of a contract.

7. ADDITIONAL CONTRACT TERMS

7.1 Basis of Award. A contract will be awarded to the most responsible and responsive Proposer whose proposal meets the needs of the City to the best degree.

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.

7.2 Contract Term. The contract period shall be for three (3) years.

7.2.1 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.

7.3 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.

7.4 Disputes. Time is of the essence in Successful Proposer's performance of this contract. In the event that any dispute, claim or controversy of any kind or nature relating to the Contract arises between the City and the Successful Proposer, the parties agree to meet and make a good faith effort to expeditiously resolve the dispute. If the dispute is not resolved within thirty days after the parties first meet to discuss the dispute, the parties may, by mutual agreement, consent to mediate the dispute. If the dispute is mediated, it will be entered into with a single mediator mutually agreed to by the parties and will be held in Tampa, Florida, or at another mutually agreeable location. Nothing herein is intended to prevent either party from seeking any other remedy available at law or in equity, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of the Contract.

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

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

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

7.8 Data Security/Data Handling. The City will not allow data containing member information, in particular data containing Personally Identifiable Information (PII), to be used outside of the United States. All data is the property of the City, and any use or access by the Successful Proposer during the implementation must be guaranteed to be encrypted in transit and at rest. The City's data may only be accessed by Successful Proposer's personnel and may be subject to criminal background checks. All Successful Proposer's personnel who have access to the City's data must be identified in advance and their names, purpose in accessing the data and the results of their background checks, communicated to the City in writing. The City data will remain at the City Data Center unless the City and the Successful Proposer agree in writing to house the data at the Successful Proposer's proposed data center. The Successful Proposer's data center must meet a commercially reasonable security certification and/or standard.

7.9 Conflict of Interest. The City requires that the Proposers provide professional, objective, and impartial advice and at all times, hold the City' 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 their sole discretion, determine 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 Successful Proposer's Contract.

Any such interests on the part of the Proposer or their employees, must be disclosed in writing to the City. 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.

7.10 Coordination with the City. The Successful Proposer shall identify the Successful Proposer's Lead Representative who is to work in close coordination with the City's Lead Representative. All personnel assigned to the Contract by the Successful Proposer shall be known as the "Team". The City's Lead Representative shall be the City's point of contact. The City shall approve any changes to the Successful Proposer's Lead Representative or other Team personnel assigned to the Contract.

Once this has been established by the Successful Proposer and approved by the City, if a Team member is taken off the Contract without approval from the City, the Successful Proposer shall immediately take action to correct the situation.

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

7.11 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.

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

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

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)

7.13 Assignment and Sub-Contracting. 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 Contractor will not relieve the Contractor 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 Contractor'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 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.

7.14 Default/Re-award. Any contract resulting from this specification may be cancelled by the Director of Purchasing in whole or in part by written notice of default to the 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.

7.15 Payment. Full payment will be made by the City after receipt and acceptance of materials/services and proper invoice in accordance with Florida Statutes § 218.70, et. seq., the Local Government Prompt Payment Act.

7.15.1 No request for early payment, down payment, or partial payment will be honored except for products or services already received. Milestone payments are not considered partial payments or progress payments; however, as part of the evaluation process, milestones may be rejected or negotiated with the City if they do not appear to represent completion of deliverables. Maintenance subscriptions may be paid in advance provided that, should the contract terminate early, the amount paid shall be reimbursed to the City on a prorated basis; all other expenses are payable net thirty (30) days after receipt of a proper invoice and acceptance of satisfactory compliance.

7.15.2 The Successful Proposer will be allowed to put forth a milestone payment schedule based on its rate chart for implementation services. However, the contract will specify a performance holdback of ten percent (10%) of each milestone payment, to be released upon successful go-live of the system and approval/sign-off from the City.

7.16 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)].

8. INSURANCE REQUIREMENTS

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

GUIDELINES

A. ORGANIZATION/AGENCY REQUIREMENTS- ALL PROGRAMS

- Organization/Agency must be either a (1) public agency or (2) private, nonprofit entity with a current 501(c) (3) status.

    a. Organization/Agency must demonstrate the financial viability to operate a federally-funded program strictly on a reimbursement basis. City funds are provided to awarded projects on a reimbursement basis only. This means that funds will be available to the Organization/Agency after it has paid for eligible

project costs. However, no costs incurred prior to contract approval may be reimbursed. A financially viable Organization/Agency is one that is able to:

- Operate for a minimum of 90 days pending reimbursement without financial hardship; and
- Demonstrate an existing and consistent cash flow; and
- Have a separation of duties for personnel time allocations, etc.

b. Organizations/Agencies 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. Organizations/Agencies 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.

c. Organization/Agency approved for funding **must** attend a post-award conference with City staff and provide a revised project budget based on the FY2019 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.

d. Projects **must** meet all applicable grant requirements of the U.S. Department of Housing and Urban Development (HUD) and State of Florida.

e. Organization/Agency **must** demonstrate adequate management, fiscal controls and staffing capacity within its current organization to undertake the proposed project.

f. Organization/Agency **must** report the status of all funds that are requested or proposed from other sources.

g. Consideration will be given to projects that serve low to extremely- low-income residents 80% AMI or below.

All approved Organizations/Agencies **must** attend the following **required** Technical Assistance Workshop for Approved Organization/Agency as a condition precedent to receiving any payments under the Contract:

LOCATION Lemon Municipal Office Building, 4900 W. Lemon St., Tampa, FL 33609

*

DATE March 10, 2020 **TIME 10:00am (EST)**

B. INCOME LIMITS

The purpose of HUD Programs is to provide housing, community development, and economic development opportunities for low to moderate-income individuals or households. Income limits are established annually based upon the Area Median Income (AMI). The 2019 income limits are provided below:

FEDERAL HUD INCOME LIMITS 2019								
HOUSEHOLD SIZE =	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
LOW INCOME (80%)	37,450	42,800	48,150	53,500	57,800	62,100	66,350	70,650
VERY LOW (50%)	23,450	26,800	30,150	33,450	36,150	38,850	41,500	44,200
EXTREMELY LOW (30%)	14,050	16,910	21,330	25,750	30,170	34,590	39,010	43,430

C. FUNDING GUIDELINES

- Proposed projects will only be eligible for funding April 1, 2020 to March 31, 2023. The successful Organization/Agency will be funded for three years based on subsequent allocations of HOME or SHIP funds.

- Project goals should be attainable within a defined period of time (typically one year) and should achieve measurable results.

- Funds will not be granted to reduce existing deficits, entertainment, lobbying expenses, audits, or other ineligible expenses under the HOME TBRA and Security and Utility Deposit Application Guidelines.

D. PROPOSAL FORMAT

1. All proposals **must** be typewritten with Arial or Times New Roman font, no smaller than 12-point type, no less than 1 inch margins and contain a **Table of Contents** and **tabbed in the same order as the proposal checklist** to sections and pages. Supporting documents must on 8 ½" by 11" paper, single- sided and clearly identified. Attach copies of all additional documents as necessary.

2. **Each set of documents MUST be tabbed and included in a Three Ring Binder (No staples)**

3. Proposal shall submit the following:

   - **One (1)** original proposal marked **"ORIGINAL"**. The original proposal is the City's official record and recording of the proposal being submitted.

   - **One (1)** complete electronic version of the original proposal saved as one PDF document USB Drive. The USB Drive is a supplement and will not be reviewed for compliance.

   - **Three (3)** complete copy of the original proposal marked **"COPY"** will be for the City's Evaluators.

E. REQUIRED DOCUMENTS CHECKLIST

Tab IN ORDER all required documents attached to the application or put "N/A" if the document is "not applicable." **If thresholds are not met the application will not be reviewed for funding.**

Application Documents

_____1. Application complete, approved, and signed by Board of Directors and/or designated representative

_____2. Performance Measures Form

_____3. WMBE Forms

Organizational Documents

_____1. Current 501(c) (3) status (attach documentation)

_____2. List of Board of Directors and officers and Meeting Schedule

_____3. Conflict of Interest disclaimers from **Board Chair** and **executive management staff members**.

_____4. Organizational Chart with employee names, titles and resumes of:

a) Executive Director;
b) Fiscal Officer; and
c) Program Administrator(s)

_____5. IRS Form 990 or Exemption statement

_____6. Proof of General Liability Coverage

_____7. Copy of Sunbiz Agency Report (Page showing Officers, Etc.)

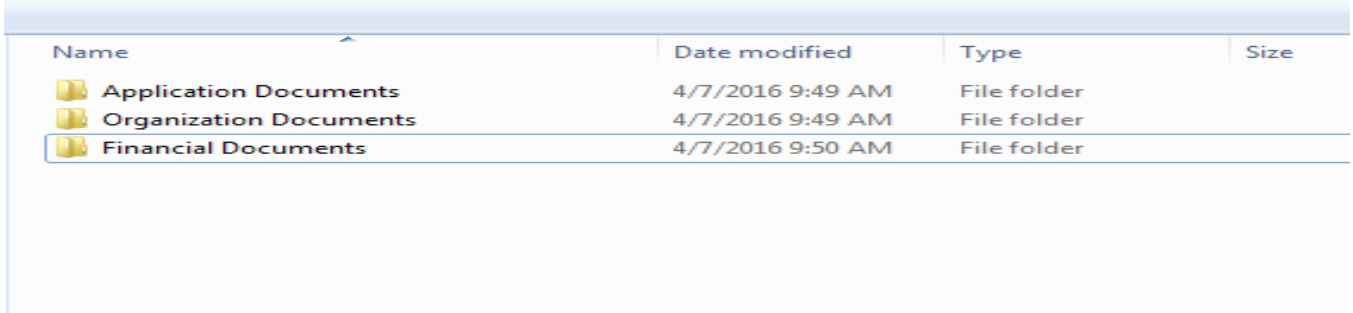
Financial Documents

_____1. Year to date Financial Statement AND most recent Audit, Management Letter and Agency Response

_____2. Complete and accurate Fiscal year 2019 Budget Forms, as attached

_____3. Letters of commitment from other funding sources (if applicable).

For the elctronic copy please separate the documents into folders as shown below:



Name	Date modified	Type	Size
Application Documents	4/7/2016 9:49 AM	File folder	
Organization Documents	4/7/2016 9:49 AM	File folder	
Financial Documents	4/7/2016 9:50 AM	File folder	

F. Project proposals should demonstrate experience to the following:

i. Does the Organization/Agency propose to provide Tenant-Based Rental Assistance and/or Security and Utility Deposit to the identified priority populations and subpopulations?

ii. Has the Organization/Agency administered rental assistance programs, determined income eligibility, completed housing inspections, reviewed lease agreements, issued rental assistance and/or security/utility deposit assistance, housed homeless or unstably housed individuals or families in permanent housing and/or worked with other local grant programs to achieve similar outcomes?

iii. Describe the Organization/Agency outreach plan and how the project will be made available and accessible to persons city-wide.

iv. Does the project specify ways to allocate resources to ensure maximum usage?

v. Does the Organization/Agency have successful relationships with area landlords/owners and/or property managers?

vi. Does the Organization/Agency collaborate with other services, programs and agencies within the community to provide services or resources to assist participants in achieving stable, safe and decent housing?

vii. Does the project include specific, measurable outputs and outcomes that meet the purpose of the funding?

viii. Does the Organization/Agency demonstrate an ability to manage federal or public funding with adequate financial procedures in place?

ix. Does the Organization/Agency demonstrate cultural competence to support the proposed project and serve the identified populations?

x. Does the Organization/Agency address any barriers or challenges to program implementation, performance concerns or other similar issues?

xi. Does the Organization/Agency demonstrate the capacity to participate in Continuum of Care activities, including HMIS and Coordinated Entry?

Complete and Submit

A. ORGANIZATION/AGENCY BACKGROUND AND CAPACITY ANALYSIS

1. Include a brief history of the Organization/Agency, experience carrying out similar activity(s) proposed in the application, and the organization's mission.

2. Provide past results versus goals of the activity mentioned above.

3. Provide evidence of your grant administration capabilities, including policies and procedures for financial grant management. Please provide the name of your Organization's/Agency's financial management system/software.

4. Detail the staff's experience in working with projects of this type in general and in the proposed service area in particular. If the Organization/Agency staff does not have prior experience in providing the proposed service, please indicate experience and successes in carrying out similar programs and in working in partnerships with other agencies and/or consultants.

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

5. Compliance Issues:

Date of last monitoring? (All monitoring applies) _____

Name of Organization/Agency performing it? _____

Were there findings? _____ Yes _____ No
If yes, please explain: _____

_____
_____
_____
_____
_____
_____

Have findings been resolved? _____ Yes _____ No
Date Resolved _____

Complete and Submit

B. PROJECT DESCRIPTION AND DELIVERY

1. Describe the program/project and how the tenants will be case managed to gain self-sufficiency.

2. Describe the staff, volunteers, or board members who will be directly associated with this project/service and their responsibilities. (Attach organization chart, resumes and/or job descriptions, with pay scales, for each position)

3. Describe the program/service goals and objectives (complete the attached Project Performance Measures Form). Please include performance measures that demonstrate services provided leading to self-sufficiency. For example, a good performance measure for a home ownership program would be that 20% of program participants will increase credit score by 100pts.

4. Describe how the planning and operation of this project is to be coordinated with other public agencies, private organizations and the community programs to implement enhanced services. Attach letters of support, collaboration and/or coordination.

_____
_____
_____
_____
_____
_____
_____
_____
_____

PROJECT PERFORMANCE MEASURES FORM
Organization:
Project Title:

The proposed project must be able to be measured according to the following objectives and outcomes. Please (Circle) the appropriate Outcome/Objective on the chart listed below which **best** describes this project.

Outcome	Objective 1: Availability/Accessibility	Objective 2: Affordability	Objective 3: Sustainability
Goal 1: Suitable Living Environment	Enhance Suitable Living Environment Though Improved/New Accessibility	Enhance Suitable Living Environment Though Improved/New Affordability	Enhance Suitable Living Environment Though Improved/New Sustainability
Goal 2: Decent Affordable Housing	Create Decent Housing with Improved/New Availability	Create Decent Housing with Improved/New Affordability	Create Decent Housing with Improved/New Sustainability
Goal 3: Creating Economic Opportunity	Provide Economic Opportunity Through Improved/New Accessibility	Provide Economic Opportunity Through Improved/New Affordability	Provide Economic Opportunity Through Improved/New Sustainability

Outcomes are related to overall project effectiveness. **Outcomes are NOT the number of persons served or the number of service units. Outcomes are the end result of providing the activity or service. Focus on outcomes within the organization's control, utilize reasonable available data and have conditions that are well defined and measurable.** Examples are: % of seniors who remained in their homes, % clients placed in permanent jobs due to completing the program, or affordable housing units rehabilitated or created.

Describe how participants will benefit from the project.

Outcome #1 to be achieved:

Outcome #1 indicators:

Describe evaluation tools, methods and benchmarks to measure achievement of this outcome.

Outcome #2 to be achieved:

Outcome #2 indicators:

Describe evaluation tools, methods and benchmarks to measure achievement of this outcome.

Total estimated number of unduplicated persons and households expected to receive activity/service in FY2020/2021. DO NOT state both persons and households.

Persons: _____ or Households: _____

BUDGET INFORMATION

The following must be submitted with the proposal.

Overview:

Allocation amounts are for a one (1) year contract period.
Attachment A: must be written for security and utility deposit funds only.
Attachment B: must be written for tenant-based rental assistance.

Proposal Budget, Page 1 (Tab 1), Cost Reimbursement:
Complete **Program Title** and **Program Agency** name.

Requested Grant Revenues, Revenue Sources:
Enter the name of the Program and Grant Revenues that you are requesting from the City of Tampa and the amount.

Other Program Resources:
Enter source and amount of Other Resources that are in excess of the Match to be used in the proposed program **during the period of the Grant**. (Include estimated fees, third party reimbursements, program income, donations, or in-kind resources in excess of matching requirements.)

Proposal Budget, Expenditures:
Enter estimated costs of the proposed program by funding categories. Indicate the HOME TBRA costs that are necessary to run the Grant program and which are to be paid with Grant funds. Also indicate all **other** resources that will be applied to the grant. **Show whole dollars only, no cents.**

Proposal Budget, Expenditure Narrative (Grant Fund only):
Explain/justify all estimated costs presented.

Be sure to provide basis of cost allocations, justification for increased costs from prior contract periods, and explanations for all categories of cost. **Show whole dollars only, no cents.**

When preparing this section for each category, **describe how the projected costs apply to the grant and how the costs were calculated**. Consider the following as some examples of explanations for the categories within the Expenditure Narrative:

- **Salaries/Wages** - Salary detail. Provide a brief description of the positions to be funded.
- **Benefits** - Example: FICA costs are estimated based on __% of the budgeted salaries, Retirement costs are estimated based on __% of the budgeted salaries, Medical was projected using $_____ as a base cost per employee times the % of time to be budgeted to the grant. (Use this format for other benefits not shown here).
- **Supplies: -** Example: Office supplies based on historical FTE usage. Cost per FTE times FTE's charged to the grant.
- **Professional Services -** Example: _____ Services to provide _____ at a cost of $____ per hour at _____ hours of service for the grant.
- **Postage -** Example: Mailings _____ to ___ clients, at a projected cost of $____ per client.
- **Telephone** - Example: Telephone charges for ____ staff at ____% of time budgeted to the grant multiplied times the estimated cost of telephone charges for the grant period.

- **Mileage** - Example: Staff mileage at $0. __ per mile times _____ miles.
- **Leases/Rentals** - Example: Security deposit assistance to ___ clients, at a projected cost of $___ per client; Example: Rental assistance to ___ clients, at a projected cost of $___ per client.
- **Printing** - Example: Cost of printing ____ copies of _____ at $ _____ per copy.

Proposal Budget, Detail Salaries/Wages (Grant funds only):

Identify each position to be supported by grant revenues under this proposal. Indicate whether a position is a full time or a part time position, percentage of their time projected to be charged to the grant, **the total monthly wage (including all funds used to pay for the position**). Calculate the "Monthly Charge to the Grant" by multiplying the "% of Time to Grant" by the "Total Monthly Salary Wage."

The "Total Charge to the Grant" is calculated by multiplying the number of months covered by the Grant times the "Monthly Charge to the Grant." Total all grant salaries. **Show whole dollars only, no cents**. Total of salary detail page must balance to salary entries for Grant expenditures.
Note: This section is intended to provide the City with an understanding of the expenses each Organization/Agency may incur.

ATTACHMENT A – TENANT-BASED RENTAL ASSISTANCE AND DEPOSIT BUDGET (Excel document)

NOTE: Attachments A is an excel spread sheets to be completed and submitted with the proposal. This Attachment is provided separately from the RFP package.

PROPOSAL SIGNATURE FORM
FOR
HOME TBRA AND SECURITY/UTILITY DEPOSIT MANAGEMENT SERVICES

In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to provide **RFP #41022120, HOME TBRA AND SECURITY/UTILITY DEPOSIT MANAGEMENT SERVICES** 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 [ ] Public
[ ]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
_____	_____	_____

Forms MBD-10, MBD-20 must be submitted with the bid/proposal or thereafter for the proposal to be deemed *reponsive.

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:_____

Requested Voluntary Information Regarding
Proposer's Initial Employment Application Content

The Proposer'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:_____

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

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

Contract No.: 20-P-00372 Contract Name: Home TBRA and Security/Utility Deposit Management Services Bid #41022120
Company Name:_____ Address:_____
Federal ID:_____ Phone:_____ Fax:_____ Email:_____

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

[ ] No Firms were contacted or solicited for this contract.

[ ] No Firms were contacted because:_____

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

Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

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

S = SLBE W=WMBE O = Neither Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N

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

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub–contracting opportunities on this contract.

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

MBD 10 rev./effective 02/2016

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.: 20-P-00372 Contract Name: Home TBRA and Security/Utility Deposit Management Services Bid #41022120
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 Federal ID	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

MBD 20 rev./effective 02/2016

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 (GFECP) 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.: WO#,(if any): 20-P-00372 Contract Name: Home TBRA and Security/Utility Deposit Management Services Bid #41022120

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 Trade/Work Activity []Sub []Supplier Federal ID	Company Name Address Phone & Fax	Total Sub Contract Or PO Amount	Amount Paid To Date Amount Pending Previously Reported	Amount To Be Paid For This Period 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 of this period is the final payment period. Located at the top right of the form.

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

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

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

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

City of Tampa
Official Letter of Intent

(Form MBD-40)

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

Bid/Proposal/Contract Number: _____

Bid/Proposal/Contract Name: _____

A. To be completed by the Bidder/Service Provider

Name of Bidder: _____
Address: _____
_____

Contact Person: _____
Telephone: Fax: _____
Email: _____

B. To be completed by WMBE/SLBE

Name of WMBE/SLBE: _____
Address: _____
_____

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

Rev. 10/12/12 MBD 40

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

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 5. Content of Proposal.

SECTION 5. PROPOSER SUBMITTALS	**PAGE NUMBER**
REQUIRED DOCUMENTS CHECKLIST	_____
ORGANIZATION/AGENCY BACKGROUND AND CAPACITY ANALYSIS	_____
PROJECT DESCRIPTION AND DELIVERY	_____
PROJECT PERFORMANCE MEASURES FORM	_____
BUDGET INFORMATION	_____
ATTACHMENT C – ENVIRONMENTAL ADJUSTMENT PLAN	_____
ATTACHMENT D - CORPORATE RESOLUTION CERTIFICATION	_____
ATTACHMENT E – CONFLICT OF INTEREST DISCLOSURE FORM	_____
ATTACHMENT F – HOME TBRA AND SECURITY/ UTILITY DEPOSIT	_____

Are the following forms filled out, executed and included in the proposal?

PROPOSER'S AFFIRMATION FORM Form is filled out, executed and notarized.	_____
PROPOSAL SIGNATURE FORM Form is filled out and executed.	_____
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 the MBD10 & 20 forms shall result in your proposal being deemed as "non-responsive".

ATTACHMENT B - PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a Proposer, any document you submit to the City of Tampa may be public record and be open for personal inspection or copying by any person. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what parts of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

Note: Execute either section I. or II, but not both; Proposer may not modify language.

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

_____

Proposer's Signature Date

II. EXEMPTIOM FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND THE CITY OF TAMPA

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts, and statutory citation):

_____

_____

_____

_____

_____

By claiming that parts of the bid or proposal is exempt from the public records law, the undersigned Proposer agrees to protect, defend, indemnify and hold the City of Tampa, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid or proposal. The undersigned Proposer agrees to investigate, handle respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the City of Tampa and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

_____

Proposer's Signature Date

ATTACHMENT C.
LOCAL, STATE, AND FEDERAL LAW AND REGULATION ADDITIONAL COMPLIANCE AS APPLICABLE

1. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each partner must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

2. Minority and Women's Business Enterprises. The requirements of Executive Orders 11625, 12432, 12138 and 24 CFR 85.36(e) applies to grants under this part. Consistent with HUD's responsibilities under these Orders and with the City's Ordinance No. 26.5 Part 2, the Partner must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.

3. Section 3. The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) ("Section 3") is to ensure that employment and other economic opportunities generated by HUD financial assistance (greater than $100,000) shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

4. Compliance with the provisions of Section 3 shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Agency and any of the Agency's subrecipients and Subrecipients. Failure to fulfill these requirements shall subject the Partner and any of the Agency's subrecipients and Subrecipients, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Agency certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

5. The Agency will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

6. The Agency further agrees to comply with these Section 3 requirements to include the following language in all subcontracts executed under the Agreement: "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

7. The Agency further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the City of Tampa; where feasible, priority should be given to low- and very low-income persons within the service area of the project

or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

8. Civil Rights Act. Agency agrees to comply with applicable state and local civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (the HCDA), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086, and will include the provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its Subrecipients and Subrecipients.

9. In carrying out the Agreement, the Agency shall not discriminate against nor exclude any employee or applicant for employment because of race, color, religion, sex, age, familial status, handicap, sexual orientation, marital status, gender identity/expression or national origin. Upon receipt of evidence of such discrimination, City shall have the right to terminate the Agreement. The Agency shall take the necessary steps to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, familial or marital status, handicap, sexual orientation, gender identity/expression or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. The Agency shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause. When expending HOME Award, the Agency shall, within the eligible population, comply with the following requirements for nondiscrimination on the basis of race, color, religion, sex, national origin, age, familial or marital status, sexual orientation, gender identity/expression, and handicap.

11. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60,, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" and must adhere to the City's Ordinance No. 12 Part 16-29, to secure for all individuals within the city the freedom from discrimination.

12. Religious Activities. The Agency agrees that funds provided under the Agreement shall not be utilized for inherently religious activities prohibited by 24 CFR part 570.200(j), such as worship, religious instruction, or proselytization. In accordance with Executive Order 13279, the Agency agrees that it may engage in inherently religious activities providing they are voluntary for participants in activities funded through the Agreement and occur separately in time or location from these activities. Furthermore, Agency certifies that SHIP Funds shall not be provided to primarily religious organizations, such as churches, for any activity including secular activities. In addition, SHIP Funds were not and shall not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing.

13. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not

be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. **By its signature below Agency certifies it is not so listed.**

14. Environmental Review. All HOME assistance is subject to the National Environmental Policy Act of 1969 and related federal environmental authorities and regulations at 24 CFR Part 58. No covered HOME funds will be advanced, and no costs can be incurred, until an environmental review of the proposed project site has been conducted as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project. Notwithstanding any provision of the Agreement, the parties hereto agree and acknowledge that the Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of a release of funds from HUD or the State of Florida under 24 CFR Part 58. Further, the Agency will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement. A copy of the Environmental Review Record shall be maintained by both the Agency and the City.

15. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Agency shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

16. Lead-Based Paint. The Agency agrees that any construction or rehabilitation of residential structures with assistance provided under the Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

17. Historic Preservation. The Agency agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of the Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

18. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19. Energy Policy and Conservation Act. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

20. Uniform Relocation Act. In accordance to Title I of the Housing and Community Development Act of 1974, as amended, and Title II of the National Affordable Housing Act of 1990, as amended, Agency shall provide for reasonable benefits to any person involuntarily and permanently displaced as a result of the use of assistance received under this title..." as required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and Federal implementing regulations at 49 CFR Part 24 and the requirements of Section 104(d) of Title I of the Housing and Community Development Act of 1974, as amended.

21. HCD Manual. City procedures and policies as set forth in the City of Tampa Division of Housing and Community Development Manual of Procedures and Standards, incorporated herein and by reference made a part hereof, as well as all City permit and inspection requirements.

22. Procurement of Recovered Materials (2 CFR 200.322). A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

23. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

24. Government Grants. All applicable terms and conditions of government grants administrative and program requirements that apply to subrecipients as well as grantees under Title XIII, Subchapter C, Part I of the Omnibus Budget Reconciliation Act of 1993 (26 U.S.C. 1391, et seq.) and under Title I of the CDBG Act, 24 CFR Part 570 et seq, including without limitation those specified in Subparts J and K of 24 CFR Part 570.

25. Travel. The Agency shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under the Agreement.

_____

Proposer's Signature Date

ATTACHMENT D – ENVIRONMENTAL ADJUSTMENT PLAN

HOME or SHIP Funding Application
Fiscal Year 2020-2022

An **Environmental Impact Statement** (**EIS**) is a document prepared to describe the effects for proposed activities on the environment. "Environment," in this case, is **defined** as the natural and physical environment and **the relationship of people with that environment**. It describes the positive and negative **environmental** effects of a proposed action.

Applicant: _____

Contact Person: _____ Phone: _____

Address: _____

Program: _____

Location(s) of Activity (if different): _____
(Attach service area map)

Population to be served:

Positive Impact on the Community:

Negative Impact on the community: (i.e. parking, trash, loitering, noise, construction, demolition, etc.):

Mitigation of negative Impact:

What is the process/policy for dealing with complaints?

Has your organization received any neighborhood complaints concerning programs offered in the past? Yes ___ No ___If yes, how were neighborhood concerns addressed?

DATED:_____ _____
Signature

Printed Name:_____

ATTACHMENT E
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:_____

ATTACHMENT F
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 G
HOME TBRA AND SECURITY/UTILITY DEPOSIT MANAGEMENT SERVICES
ORGANIZATIONS/AGENCY APPLICATION

RESOLUTION

At a meeting held on the following date_____, the Executive Committee/Board of Directors of the following Organization/Agency:_____passed the following resolution:

The Board of Directors authorizes the application for and use of funds from the City of Tampa's Planning and Development Department, Housing and Community Development Division for activities described in the application and, if awarded funds, shall implement the activities in a manner to ensure compliance with all applicable federal and local laws and regulations.

_____	_____
Signature of Board President	Date
_____	_____
Printed Name of Board President	Telephone Number

EXHIBIT 1 - 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