

# CITY OF TAMPA



Bob Buckhorn, Mayor

Purchasing Department

Gregory K. Spearman, CPPO, FCCM  
Purchasing Director

July 2, 2018

## REQUEST FOR QUALIFICATIONS (RFQ) FOR

Pursuant to Chapter 69-1119, Special Acts, Laws of Florida, sealed responses for **Home Inspector, RFQ #18-P-00775** will be received by the Director of Purchasing, City of Tampa, until **2:30 PM, July 24, 2018**; then to be opened and read aloud.

A non-mandatory **MEETING** will be held on **July 10, 2018 AT 10:00 AM** at the City of Tampa 4900 Lemon Street, Tampa, FL, to discuss the above referenced subject. (Phone/Conference Call services will not be provided). The purpose of this meeting is to answer questions that may arise from the RFQ document. If you are unable to attend the meeting, questions may be submitted to Danielle Miller via email 24 hours prior to the meeting date and time. **PLEASE BRING A COPY OF THE RFQ TO THE MEETING.**

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

Questions regarding this RFP should be referred to **Danielle Miller, Community Development Specialist** by email: [danielle.miller@tampagov.net](mailto:danielle.miller@tampagov.net).

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

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

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

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

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

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

Verification of the City's receipt of the proposal submitted is the Respondent'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 RFQS to receive maximum participation from the industry/market. Please take a few minutes to briefly explain to us why you will not be responding to the City's Bid or Request for Proposal.

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



Rev 10/19/17

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## **SECTION I. SCOPE OF SERVICES**

### **1. INTRODUCTION**

The City of Tampa ("City") is accepting responses from qualified firms and individuals (as independent contractors) to provide Home Inspection Services for its Owner Occupied Rehab Program and other qualifying programs on an as needed or per client basis. The intent of this Request for Qualifications ("RFQ") and resulting contracts is to procure and establish a list of Home Inspectors to be used in subsequent projects that the City deems necessary. This project will be funded in part by Federal and State Housing Funds. As such all work performed shall be in strict compliance with applicable Federal, State and City of Tampa guidelines and conditions as directed by HUD and/or the State. By submission of a proposal, the bidder represents that he/she has the ability to comply with all applicable Federal, State and City requirements.

The City seeks to qualify one or more exclusive Home Inspectors for this business opportunity to provide the services detailed herein. Through this RFQ, The City expects the Home Inspector to exercise independent judgment and to perform the requested services in a manner consistent with that expected of City staff. The City has limited professional staff capacity to support the project and will rely on the Home Inspector to ensure that inspections are completed in a professionally and timely manner. The City is able to provide oversight and reasonable clerical support, space for file review, and related information to the Home Inspector.

The qualified Inspector will be expected to provide the following:

- Home Inspection Services
- Detailed Home Inspection report w/pictures
- Estimates for corrective repairs
- Follow-up inspections

For any issues found during the review, the Home Inspector will be expected to propose a solution and provide an estimate of the time it would take to resolve the issue.

### **2. PERFORMANCE STANDARDS**

**2.1** Respondent will be required to return all calls/emails of Housing and Community Development ("HCD") and/or our Agent (Agent will be defined as the representative of the City for the project interest) within one (1) business day to schedule a visit of the identified home or property.

**2.2** All identified homes will be inspected within three (3) business days, at a time that is convenient for both HCD, or our Agent, and the homeowner. If the inspection cannot be scheduled within three (3) business days due to the inspector's schedule, notify HCD and/or our Agent within one (1) business day for the reassigning of the work.

**2.2.1** All work completed will require a complete detailed electronic report to the City within two (2) business days of the inspection.

**2.2.2** Review, certify, or reject Scope of Work (see sample Attachment in **Exhibit 4**, within two (2) business days of receipt from HCD and/or our Agent.

**2.2.3** Once the rehabilitation work is completed, return call/email of HCD and/or our Agent within one (1) business day to schedule a visit to the identified home. Confirm that the work identified in the Scope of Work is completed by visiting the home within three (3) business days. The inspection shall occur at a time convenient time for both HCD, and/or our Agent, and the homeowner.

**2.3** All inspection reports must meet industry standards, satisfy any City and State requirements, note existing code violations, and include emerging items that are anticipated to fail within five-years (5).

**2.4** The Project Management System utilized by the City of Tampa is Housing Developer Pro ("HDP") and respondents are required to submit drafts of scope of work in HDP.

### **3. HOME INSPECTIONS**

Home Inspection services are needed by the Housing and Community Development Division to meet grant compliance requirements for state and federal funding. The Housing and Community Development Division administers CDBG, HOME, HOPWA, ESG and SHIP funded programs. These programs have Housing Quality Standards (HQS) that must be met prior to disbursing funds. This request is for two types of inspections Housing Rehab and HQS.

- 3.1** The Responding Home Inspection Agency will conduct an inspection of the project home for the Owner Occupied Rehab program and complete the following: (1) Respondent must conduct an inspection of each house and determine deficiencies in each house based upon housing quality standards (HQS). (2) Take before pictures of the property, noting any needed repairs. (3) During the inspection, if signs of lead and/or mold, contact City. A lead and/or mold report will need to be ordered and addressed in work specs. (4) For any issues found during inspections, the Home Inspector will be expected to propose a solution and provide an estimate of the time it would take to resolve the issue. (5) Inspector to attend Pre-bid and answer questions at the pre-bid meeting, issue addenda as required as a result of the pre-bid meeting. (6) Complete final inspections per specifications and take pictures once work is completed and verify that contractor received necessary approvals from the Construction Services Department.
- 3.2** The Responding Home Inspection Agency will conduct an inspection of the project home for the Mortgage Assistance Program and complete the following: (1) Respondent must conduct an inspection of each house and determine deficiencies in each house based upon housing quality standards (HQS). (2) Take before pictures of the property, noting any needed repairs. (3) During the inspection, if signs of lead and/or mold, contact City. A lead and/or mold report will need to be ordered and addressed in work specs. (4) For any issues found during inspections, the Home Inspector will be expected to propose a solution and provide an estimate of the time it would take to resolve the issue. (5) Inspector to attend Pre-bid and answer questions at the pre-bid meeting, issue addenda as required as a result of the pre-bid meeting. (6) Complete final inspections per specifications and take pictures once work is completed and

### **4. REPORT AND FOLLOW-UP**

- 4.1** The Inspector will be expected to perform the following: (1) Submit inspection report and color photos of items needing repair. (2) Prepare a cost estimate on each house to be rehabilitated. (3) Conduct follow-up inspection for properties that do not pass initial final inspection. Submit punch list to the contractor and City for review. (4) Submit final inspection report and photos. Report and photos must correspond with initial inspection report and photos. One set of printed color photos are required to be submitted with each inspection report/work specifications.

### **5. RESPONDENT SUBMITTALS**

The following documentation shall be submitted with your RFQ response:

- 5.1** Three references within the last two years.
- 5.2** Provide company website information and web address. The City is interested in your company's website functionality, ease of use, informative and current information, and overall appeal.
- 5.3** Identify any pending lawsuits, past litigation relevant to the subject matter of this RFQ. Provide a statement of any litigation or pending lawsuits that have been filed against the Respondent. The Respondent shall also identify it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under a concessionaire agreement, if selected.

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

that effect. For Respondents having a joint venture submit the requested information for each member of the joint venture.

**5.4** Submit an overview of your operation plan as to how it relates to the requirements of the RFQ, including but not limited to: staffing considerations, all equipment available setup, take down and storage.

**5.5** Address the followings questions in your Response:

- Has your company ever been cited by any state or local agency for violations of state or local statutes in regards to sanitation or health that resulted in loss of permit to operate any foodservice space in a venue? If yes, please list the violation and how it was resolved.
- Has your company ever been cited for any violation(s) of the alcoholic beverage control acts in Tampa or other jurisdictions? If yes, explain the violation and how it was resolved.

**5.6** Submit a sample copy of a home inspection report

**5.7** Submit cost breakdown for services

## **6. SELECTION PROCESS**

The City shall evaluate each of the responses to determine the firms that meet minimum qualification requirements as listed in section 1 of the Scope of Services. From those qualified firms, the City shall then select one or more qualified firm(s) whose response meets the needs of the City to the best degree. Selected firm(s) will then be the preferred provider(s) for Home Inspections for the Housing and Community Development Division.

The selection of the qualified preferred Home Inspection Company (s) shall be based on but not be limited to the following:

### **6.1 Technical Criteria**

i. Proposed Methodology

- (1) Does the Respondent's response demonstrate a clear understanding of the scope of services and related objectives?
- (2) Is the Respondent's response complete and responsive to the City's specific requirements? Have all required documents and information been provided?
- (3) Has the past performance and experience of the Respondent's proposed methodology been documented?
- (4) Any other criteria deemed relevant and appropriate by the Competitive Contracting RFQ Committee.

### **6.2 Management Criteria**

i. Program Management:

- (1) Is there a management plan? Does it meet the City's needs? Has website information been provided?

ii. History and experience in performing the work.

- (1) Does the Respondent document a record of on-time, on-budget and contract compliance performance?
- (2) Does the Respondent demonstrate a track record of customer service as evidenced by service history? Experience with government clients? Letters of reference or other documentation provided?

iii. Availability of personnel and other resources:

- (1) To what extent does the Respondent rely on in-house resources vs. contracted resources?
- (2) Is the availability of in-house and contract resources documented? Did the Respondent provide a list of ethnic/specialty food selections?
- (3) Is the operating office located in the City of Tampa Region and, if not, is the ability to function elsewhere clearly documented? Office hours provided?

iv. Qualification and experience of personnel:

- (1) Are the personnel qualifications of employees documented, as to their experience in performing similar work? i.e. Resumes
- (2) Is the current level of staff available for the needs of the City adequate, or is there a plan to recruit, screen, and hire additional employees?
- v. Assurances of performances:
  - (1) Does the Respondent have the required insurance, warranties, or guarantees per the proposal?
- vi. Respondent's financial stability and strength:
  - (1) Does the Respondent have sufficient financial and staffing resources to meet its obligations per the proposal?

**END OF SECTION I**

## SECTION II. GENERAL CONDITIONS

### 1. GENERAL INFORMATION

- 1.1 Response Due Date.** Sealed responses will be received no later than the date and time indicated on page one of this document. Responses will not be accepted after this time.

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

- 1.2 Addendum and Amendment to RFQ** If it becomes necessary to revise or amend any part of this RFQ, DemandStar will provide notification of the Addendum to all prospective Respondents who received an original RFQ 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 responses.

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

- 1.3 Errors and Omissions.** Respondents discovering any ambiguity, conflict, discrepancy, omission, or other error in this RFQ, shall immediately notify the City of such error in writing and request modification or clarification of the RFQ. Modifications will be made by issuing an addendum and will be given by written notice to all prospective Respondents who received an original RFQ 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 RFQ opening date. The Respondent is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this RFQ prior to submitting the proposal or it shall be deemed waived.

- 1.4 Florida Public Records Law.** In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Respondents should be aware that the RFQ and the responses thereto are in the public domain and are available for public inspection and copying. If the Respondent is asserting that certain information in its Response is confidential and/or proprietary and/or exempt from public disclosure, then the Respondent is required to do the following: (1) identify, with specificity, the information which the Respondent 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 Respondent's other response documents, (3) clearly label the envelope that contains the confidential, proprietary and/or exempt information as follows: "EXEMPT FROM PUBLIC DISCLOSURE" with Respondent's name and the RFQ 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 Respondent's confidential/proprietary/exempt information must be submitted with the Respondent's other Proposal documents. Respondent is advised that failure to follow the aforementioned instructions may result in Respondent's alleged confidential/proprietary/exempt information being disclosed to the public. This will be the Respondent's "REDACTED" copy. All submittals received in response to this RFQ 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 Respondent may be challenged in court by any person or entity. By designation of material in your response submittal as exempt from public disclosure, Respondent 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 Respondent'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 response submittals when the entire submittal is labeled as exempt from public disclosure and the proposal will be deemed non-responsive. Respondent's References and Cost or Price information will be deemed a public record, and if a claim of confidentiality/proprietary information is made, the City may deem the response submittal as "non-responsive".**

**1.4.1** In accordance with section 119.071(1)(b)2, Florida Statutes, sealed bids, responses, 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, responses, or final replies, whichever is earlier.

**1.4.2** In accordance with section 119.071(1)(b)3, Florida Statutes, if the City of Tampa rejects all bids, responses, 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, responses, 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, responses, or replies.

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

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

4. Upon completion (or earlier termination) of the contract, Home Inspection Company shall within 30 days after such event either transfer to the City, at no cost, all public records in possession of the Home Inspection Company or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Home Inspection Company transfers all public records to the City upon completion (or earlier termination) of the contract, Home Inspection Company shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If Home Inspection Company keeps and maintains public records upon completion (or earlier termination) of the contract, Home Inspection Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
5. The failure of Home Inspection Company 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.
6. **IF HOME INSPECTION COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HOME INSPECTION COMPANY DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-274-8351, COTPurchasing@TAMPAGOV.NET, AND MAILING ADDRESS OF PURCHASING DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 2ND FLOOR, 306 E. JACKSON STREET, TAMPA, FLORIDA 33602.**

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

**1.5 City Of Tampa Ethics Code. The Respondent 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 Respondent responding to this Invitation to Bid or RFQ 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 Home Inspection Company 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](https://www.municode.com/library/fl/tampa/codes/code_of_ordinances).** Printed copies of the Ethics Code can also be obtained from the City Clerk's Office for a fee of \$0.15 cents a page.

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

The material(s) supplied shall be guaranteed to be free from defect of composition, conception and workmanship for a minimum period one-year from the date of installation and final acceptance by the City.

Any parts or portions found not in accordance with this RFQ will be rejected by the City and returned to the Home Inspection Company at the Home Inspection Company expense for immediate replacement.

**1.7 Copyrights and Patent Rights.** Respondent 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 response, and Home Inspection Company agrees to indemnify, defend and hold the City harmless from any and all liability, loss or expense by any such violation including litigation costs and attorneys' fees through the appellate process, and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of work.

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

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

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

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

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

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

***For additional information contact the Minority Business Development Office at 813/274-5543 or 813/274-5512. [http:// http://www.tampagov.net/minority-business-development](http://www.tampagov.net/minority-business-development)***

- 1.11 Incurred Expenses.** The City is not responsible for any expenses which Respondents may incur in the preparation and submittal of responses requested by this RFQ, including but not limited to, costs associated with travel, accommodations, interviews or presentations of responses.
- 1.12 Responses Binding.** All responses submitted shall be binding for 180 calendar days following the opening.
- 1.13 Non-Discrimination in Contracting and Employment.** The following provisions are hereby incorporated into any contract executed by or on behalf of the City of Tampa (City).

The Home Inspection Company shall comply with the following Statement of Assurance:

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

The Home Inspection Company 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 Home Inspection Company herein assures the City that said Home Inspection Company 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 Home Inspection Company 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 Home Inspection Company further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5, as enacted by Ordinance No. 2008-89."

- 1.14 Respondent's Criminal History Screening Practices.** Per City of Tampa Code of Ordinances, Section 2-284, Respondents(s) shall perform criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link [https://www.municode.com/library/fl/tampa/codes/code\\_of\\_ordinances](https://www.municode.com/library/fl/tampa/codes/code_of_ordinances).
- 1.15 Equal Opportunity.** The City of Tampa hereby notifies all Respondents that all eligible businesses, including Small Local Business Enterprises (SLBEs) and Women/Minority Business Enterprises (WMBEs) will be afforded a full opportunity to participate in any award made by the City of Tampa pursuant to this present proposal matter and will not be subjected to discrimination on the basis of race, color, sex, or national origin. The City of Tampa prohibits any person involved in City of Tampa contracting and procurement activities, to discriminate on the basis of race, color, religion, sex, national origin, age, or physical handicap.
- 1.16 Governing Law/Venue.** The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement. The parties hereto submit to the exclusive jurisdiction and venue of the state and federal courts located in Hillsborough County, Florida.
- 1.17 Compliance with Laws.** The Home Inspection Company shall comply with all applicable laws, ordinances, and codes of the Federal Government, State of Florida, Hillsborough County, and the City of Tampa. It shall be the responsibility of the Home Inspection Company to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items

covered herein which may apply. Failure to comply with all applicable laws, ordinances and codes may lead to termination of the contract.

**1.18 Force Majeure.** Neither the City nor Home Inspection Company shall be deemed in default with respect to the performance of, or compliance with the terms, covenants, agreements, conditions, or provisos of the contract, if the failure to perform or comply shall be due to any strike, lockout, civil commotion, invasion, rebellion, hostilities, sabotage, acts of God or causes otherwise beyond the control of the City or Home Inspection Company.

**1.19 Survival.** Provisions in regards to licensing, indemnification, governing law, venue and confidentiality shall survive termination of contract in addition to any other provision which requires performance subsequent to termination of the contract.

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

Any such interests on the part of the Respondent or their employees, must be disclosed in writing to the City under Section II. General Conditions, Section 3. Content of Responses, Tab 4. Section I. Scope of Services. Also, the Respondent 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.

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

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

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

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

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

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

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

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

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

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

**1.24 Indemnification** Successful Proposer (Collectively, the "Contractor") 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 the result of negligence grossly or willful 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.

**1.25 EMPLOYEE VERIFICATION.** Home Inspection Company must utilize the U.S. Department of Homeland Security's E-Verify Systems to verify the employment eligibility of all persons employed during the term of the award to perform employment duties within the State of Florida and all persons, including subcontractors, assigned by Home Inspection Company to perform work pursuant to the contract.

## **2. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS**

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

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

## **3. CONTENT OF SUBMITTALS**

**3.1** Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the proposal. **Failure to follow these instructions could result in your proposal being disqualified.**

**3.2** The Respondent shall provide the following

- One (1) original proposal marked "**ORIGINAL**". The original proposal is the City's official record and recording of the proposal being submitted and one (1) electronic copy on CD, DVD or USB Drive. The proposal shall be one (1) PDF document. The CD, DVD or USB Drive is a supplement and will not be reviewed for compliance.
- Three (3) complete copies of the proposal marked "**COPY**" will be for the Evaluation Committee Members.
- One (1) redacted copy of the proposal marked "**REDACTED**". If applicable, provide one redacted copy of the proposal with the original following the instructions stated under Section II. General Conditions, Section 1. General Information, Subsection 1.4 Florida Public Records Law.

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

- **Title Page.** Type the name of Respondent's agency/firm, address, telephone number, name of contact person, email address, date, and the title of the RFQ.
- **Table of Contents.** Include a clear identification of the written material by section and by page number.
- **Response Submittal Check List.** Complete and submit Attachment A. for compliance of certain requirements identified in the RFQ package.
- **Tab 1. Addenda.** Include a copy of the addendum, or addenda associated with the RFQ, if applicable. Incomplete responses will not be considered.
- **Tab 2. Florida Public Records Law.** Include a written acknowledgement of the Florida Public Records Law requirements from Section II. General Conditions, Section 1. General Information, Subsection 1.4.

- **Tab 3. Response to RFQ.** Specifically state the Respondent’s understanding of the work to be accomplished and make a positive commitment to perform the work in Section I. Scope of Services.
- **Tab 4. Section I, Scope of Services.** Include all the requirements and/or documentation requested under Section I. Scope of Services, Section 7, Respondent Submittals.
- **Tab 5. References.** Include a reference list of at least three clients to whom the Respondent has provided services similar to those being proposed to the City. This list will include the following information:
  - Name of Client
  - Date of Services
  - Address
  - Contact Person
  - Telephone Number
  - Email Address
- **Tab 6. General Statement of Experience.** Include a written, verifiable statement of experience in providing and managing similar services. If the Respondent does not possess an experience similar to the services required, Respondent shall provide any pertinent information or experience Respondent feels may qualify Respondent for consideration of award.
- **Tab 7. Operational Plan.** Include a narrative description and/or organizational chart outlining the methods of operation, operational structure, and services to be provided by the Respondent. This description should fully and completely demonstrate the Respondent’s intended methods for servicing the requirements. Respondents are also encouraged to provide any other pertinent information that will assist the City in evaluating the proposed method of operation.
- **Tab 8 SUB-CONTRACTING SUBMITTALS.** No Awardee shall assign the award/contract or any rights or obligations thereunder without the written consent of the City. **The Awardee shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless written consent to subcontract a greater percentage of the work first obtained by the City.** In the event of such approved subcontracting, the Awardee agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:
  - Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
  - Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20
- **These forms must be completed (including signatures) and submitted with all bids or proposals. Submittals that do not contain these completed forms shall be deemed “non-responsive”. Instructions on completing the forms are included after each form in this bid package.**

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

Supplier shall be defined as; a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor or manufacturer.
- **Tab 10. Compensation.** Submit an all-inclusive cost statement. Provide a detailed cost statement for providing the services indicated in Section I. Scope of Services. Itemize fees, expenses and any optional costs separately.

- **Tab 11. Respondent's Affirmation.** Complete, submit and have notarized the Respondent's Affirmation form provided in the RFQ Package. This form must be signed by an authorized representative of the firm as defined below.
- **Tab 12. Respondent Signature Form.** Complete and submit the Proposal Signature form and Requested Voluntary Information Regarding Respondent's Initial Employment Application Content form provided in the RFQ Package. These forms must be signed by an authorized representative of the firm as defined below:  
When Respondent 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 response shall also bear the seal of the corporation attested by its corporate secretary. Responses signed by a person other than an officer of the corporation, shall be accompanied by evidence of authority.

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

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

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

When the Respondent is a joint venture, each joint venture must sign the response as hereinabove indicated.

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

#### 4. AWARD TERMS

**4.1 Basis of Award.** A contract will be awarded to qualified Respondent(s) whose response meets the needs of the City to the best degree. **OFFICIAL AWARD WILL BE MADE BY CITY OF TAMPA PURCHASE ORDER ONLY.**

Prior to award resulting from this solicitation, the Home Inspection Company 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 Respondent 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.**

**4.2 Award/Contract Term.** The period of the contract shall be for a three-year period from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for one additional three-year period.

**4.2.1 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 Home Inspection Company prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

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

**4.3 Contract Termination.** When deemed to be in the best interest of the City, the City may cancel any contract resulting from this specification by the following means:

10-day written notice with cause; or

30-day written notice without cause.

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

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

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

**4.8 Laws, Codes and Ordinances.** The Home Inspection Company shall comply with all Federal, State, County and City laws, rules and regulations as applicable to this RFQ and response.

**4.9 Minimum Wage Amendment.** The Home Inspection Company 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 Home Inspection Company 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.

**4.10 Invoicing.** The Successful Respondent 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 catering services provided. 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)

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

**4.12 Assignment.** This contract, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Home Inspection Company, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the City. Home Inspection Company shall provide written notice to the City within fifteen (15) calendar days of any action or occurrence assigning the contract or any rights or obligations hereunder as described in this section. In the event the City does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the City may elect to terminate this contract by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to the Home Inspection Company. Action by the City awarding a contract to a Respondent, which has disclosed its intent to assign or subcontract in its response to the RFQ, without exception shall constitute approval for purposes of this contract. Notwithstanding the foregoing, the City may assign its rights under this contract (without the Home Inspection Company's consent or approval) to a governmental successor of the City.

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

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

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

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

Supplier shall be defined as; a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or

equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor or manufacturer.

**4.13 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 Home Inspection Company upon non-performance or violation of contract terms, including the failure of the Successful Respondent 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 Home Inspection Company, 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 Respondent and establish the period of such award, provided such period is no longer than the award period set forth in this specification.

**4.14 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 responses 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)]

## **5. INSURANCE REQUIREMENTS**

This award/contract is subject to the attached and incorporated CITY OF TAMPA INSURANCE REQUIREMENTS included as Exhibit 1 of this bid document which should be reviewed for complete insurance details and coverage requirements. Without limiting Exhibit 1, including Awardee/Contractor's responsibility to determine applicability (e.g. "IF APPLICABLE"), for purposes of this award the following coverages are hereby specifically deemed "ALWAYS APPLICABLE" (alpha designations match those of Exhibit 1):

### **a. Commercial General Liability (CGL) Insurance**

Limits shall not be less than:

- i. \$1,000,000 per occurrence and a \$2,000,000 general aggregate for awards valued at \$2,000,000 or less.
- ii. For awards valued over \$2,000,000, a general aggregate limit that equals or exceeds the award's value.

### **b. Automobile Liability (AL) Insurance**

Limits shall not be less than:

- i. 500,000 combined single limit each occurrence bodily injury & property damage for awards valued at \$100,000 or less.
- ii. \$1,000,000 combined single limit each occurrence bodily injury & property damage for awards valued over \$100,000.

### **c. Worker's Compensation (WC) and Employer's Liability Insurance**

Employer's Liability limits shall not be less than:

- i. \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for awards valued at \$100,000 and under.
- ii. \$1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for awards valued over \$100,000.

### **d. Excess (Umbrella) Liability Insurance**

For awards valued at \$2,000,000 or more, at least \$4,000,000 per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed. May also compensate for a deficiency in Commercial General Liability, Automobile Liability or Worker's Compensation insurance coverage limits.

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 A.M. Best rating of no less than A-, Class VII, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

Within ten working days of receipt of notification of intent to award, the successful Bidder/Respondent shall provide the City of Tampa Purchasing Department the required insurance on the Acord 25 Certificate of Insurance form (or its equivalent). Failure to furnish by the 10th working day may disqualify Bidder/Respondent as non-responsible, unless the due date is extended by the Director of Purchasing or his Designee.

The City of Tampa may from time to time use a third party vendor (presently Ebix BPO) to manage its insurance certificates and related documentation which vendor may periodically initiate contact, requests for information, etc. on the City's behalf.

**End of Section II**

### **SECTION III. RESPONDENT'S AFFIDAVIT AND SIGNATURE FORMS**

#### **RESPONDENT'S AFFIDAVIT**

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

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AFFIANT'S NAME

Who, after being duly cautioned and sworn, and being fully aware of the penalties of perjury, does hereby depose and declare, on his own behalf or as a representative on behalf of a partnership or corporation, or other entity that is the Respondent in the matter at hand, as follows:

1. That the Respondent, if a natural person, is of lawful age.
2. That if the Respondent is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.
3. That if the Respondent is operating under a fictitious name, Respondent has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;
4. That the Respondent has not submitted a rigged Bid, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this bid with any other natural person, partnership, corporation or other entity making a bid for the same purpose. The Respondent has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.
5. In the event that the City determines that the Respondent has participated in any collusive, deceptive or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Respondent. The contract let under such circumstances shall be deemed invalid.
6. That the Respondent is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County or the State of Florida.
7. That no officer or employee of the City, either individually or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract or award to this Respondent; nor does the Respondent know of any City officer or employee having any financial interest in assisting the Respondent to obtain, or in any other way effecting, the award of the contract to this Respondent.
8. That, by submitting this bid, the Respondent certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.
9. That, by submitting this Response for a Contract \$1,000,000 and greater, Respondent certifies that the Respondent is not on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria.

FURTHER AFFIANT SAYETH NOT.

Respondent: Complete the applicable Acknowledgement for An Individual Acting In His Own Right, A Partnership or A Corporation, according to your firm type.

**FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT**

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

The foregoing instrument was sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_  
20\_\_, by \_\_\_\_\_, who is personally known to me or who has produced identification and who did (did not) take an oath.

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

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

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

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

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

**FOR A PARTNERSHIP**

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

The foregoing instrument was sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_  
20\_\_, by \_\_\_\_\_, who is a partner on behalf of \_\_\_\_\_, a  
partnership. He/She is personally known to me or has produced identification and did (did not) take an oath.

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

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

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

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

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

**FOR A CORPORATION**

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

The foregoing instrument was sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_, by  
\_\_\_\_\_, who  
is \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Corporation Name)

a corporation under the laws of the State of \_\_\_\_\_, on behalf of the said corporation.  
He/She is personally known to me or who has produced identification and who did (did not) take an oath.

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

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

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

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

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

**RESPONDENT SIGNATURE FORM  
FOR  
HOME INSPECTOR SERVICES**

In compliance with this RFQ and to all the conditions imposed herein, the undersigned offers and agrees to provide **HOME INSPECTOR, RFQ #18-P-00775**, 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 Respondent's written response and will become a part of any agreement that may be awarded. This Respondent Signature Form must be signed by an authorized representative as defined in Section II. General Conditions, Subsection 3. Content of Proposal of this RFP. **If the Respondent Signature Form is not signed by an authorized representative or submitted with the response, the response is considered non-responsive.**

**Please type or print:**

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

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

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

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

Federal ID #.: \_\_\_\_\_ Telephone No.: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

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

Minority Business Status:     Black     Hispanic     Woman     Other

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

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

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

**By signing this Signature Form, the Respondent complies with all of the requirements of the RFQ 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. **Responses signed by a person other than an officer of the corporation, shall be accompanied by evidence of authority.**

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

**End of Section III**

**SECTION IV. SUB-CONTRACTING FORMS AND PAYMENT FORM**





## 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.





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

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

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

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

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

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

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

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



# City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments

[ ] Partial [ ] Final

(FORM MBD-30)

Contract No.: 18-P-00775 WO#, (if any): \_\_\_\_\_ Contract Name: **HOME INSPECTOR SERVICES**  
 Contractor Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Federal ID: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
 GC Pay Period: \_\_\_\_\_ Payment Request/Invoice Number: \_\_\_\_\_ City Department: \_\_\_\_\_

Total Amount Requested for pay period: \$ \_\_\_\_\_ Total Contract Amount (including change orders): \$ \_\_\_\_\_  
 \-Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM = Native Am., CF CM = Caucasian S = SLBE

Type	Company Name Address Phone & Fax	Total Sub Contract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
Trade/Work Activity [ ] Sub [ ] Supplier Federal ID			Amount Pending Previously Reported	Sub Pay Period Ending Date
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

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

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

Signed: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

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



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

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

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

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

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

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

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



**City of Tampa  
Official Letter of Intent**

(Form MBD-40)

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

**Bid/Proposal/Contract Number:** \_\_\_\_\_

**Bid/Proposal/Contract Name:** \_\_\_\_\_

**A. To be completed by the Bidder/Service Provider**

Name of Bidder: \_\_\_\_\_

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

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

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

Email: \_\_\_\_\_

**B. To be completed by WMBE/SLBE**

Name of WMBE/SLBE: \_\_\_\_\_

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

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

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

Email: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**D. Cost of work to be performed by WMBE/SLBE:** \_\_\_\_\_

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

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

Bidder/Proposer: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature and Title

WMBE/SLBE Firm: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature and Title

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

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

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

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

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

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

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

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

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

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

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

# Procurement Guidelines To Implement Minority & Small Business Participation

## Underutilized WMBE Primes by Industry Category

<b>FORMAL PROCUREMENT</b>	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

<b>SUB WORK</b>	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 - RESPONDENT SUBMITTAL CHECK LIST**

The Proposer is cautioned to read and become familiar with all sections of the City of Tampa’s (City) RFQ 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 Respondent’s response to the City’s RFQ. 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 response page number and submit in the response under Section II. General Conditions, Section 3. Content of Response.

**MANDATORY REQUIREMENTS PAGE NUMBER IN PROPOSAL**

**SECTION 7. RESPONDENT REQUIREMENTS**

Subsections 7.1 to 7.8 \_\_\_\_\_

**SECTION 5. RESPONDENT SUBMITTALS**

Subsections 9.1 to 9.3 \_\_\_\_\_

**SECTION III. RESPONDENT’S AFFIRMATION FORM**

Form is filled out, executed and notarized. \_\_\_\_\_

**SECTION III. RESPONDENT SIGNATURE FORM**

Form is filled out and executed. \_\_\_\_\_

**SECTION IV. SUB-CONTRACTING FORMS**

**Form MBD 10 - Solicited**  
Form is filled out and executed. \_\_\_\_\_

**Form MBD 20 - Utilized**  
Form is filled out and executed. \_\_\_\_\_

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

Proposal is submitted in the format required under Section 3. Content of Proposal? Yes or No \_\_\_\_\_

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

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

[https://www.municode.com/library/fl/tampa/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH12HURI\\_ARTVICRHISCPR](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: \_\_\_\_\_

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

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

[https://www.municode.com/library/fl/tampa/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH12HURI\\_ARTVICRHISCPR](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: \_\_\_\_\_

## 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/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 for injuries to persons (including death) or damages to property 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's maintenance of insurance coverage as required herein is a material element of the Agreement and the failure to maintain or renew coverage or provide evidence of same (defined to include without limitation Firm's 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, information on the amount of claims payments or reserves chargeable to the aggregate amount of coverage(s) whether during the term of the Agreement or after as may be requested by the City in response to an issue or potential claim arising out of or related to the Agreement to which Firm's insurance obligations hereunder may apply or possibly help mitigate) may be treated as 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 City reserves the right from time to time to modify or 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. If Firm maintains broader coverage and/or higher limits than the minimums shown herein, the City requires and shall be entitled to such broader coverage and/or higher limits maintained by Firm. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements are sufficient to cover Firm's interests, liabilities, or obligations. Required insurance shall not limit Firm's liability.

Firm acknowledges and agrees Firm and not the City is the party in the best position to determine applicability (e.g. "IF APPLICABLE"), confirm, and/or verify its insurance coverage. 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.

**MINIMUM SCOPE AND LIMIT OF INSURANCE:** ("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). **(ALWAYS APPLICABLE)**

**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). **(ALWAYS APPLICABLE)**

## EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS (CONT'D)

- 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. **(ALWAYS APPLICABLE)**
- 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. **(ALWAYS APPLICABLE)**
- E. Builder's Risk Insurance** for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's completed value, have no coinsurance penalties, eliminate the "occupancy clause", cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. **(IF APPLICABLE)**
- F. Installation Floater** coverage for property (usually highly valued equipment or materials such as compressors, generators, etc.) during its installation. Coverage must be "All Risk" including installation and transit for no less than 100% of the installed replacement cost value. **(IF APPLICABLE)**
- G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPrL)/ Medical Malpractice Insurance** where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least \$1M per occurrence and \$2M aggregate; deletion of design/ build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same. **(IF APPLICABLE)**
- H. Railroad Protective Liability (RPL) Insurance** for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle, tunnel, track(s) roadbed, or over/under pass. Subject to involved rail road's approval prior to commencement of work. **(IF APPLICABLE)**.
- I. Pollution and/or Asbestos Legal Liability Insurance** where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites), pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least \$1M per occurrence and \$2M aggregate, maintained for at least 3 years after Agreement completion. **(IF APPLICABLE)**
- J. Cyber Liability Insurance** where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services and products are involved. Limits of not less than \$2M per occurrence and \$2M aggregate. Coverage sufficiently broad to respond to duties and obligations undertaken by Firm, and shall include, but not be limited to, claims involving infringement of intellectual property/copyright, trademark, trade dress, invasion of privacy violations, damage to or destruction of electronic information, information theft, release of confidential and/or private information, alteration of electronic information, extortion, virus transmission, and network security. Coverage, as applicable and with sufficient limits to respond, for breach response costs, regulatory fines and penalties, credit monitoring expenses. **(IF APPLICABLE)**
- K. Drone/UAV Liability Insurance** where Agreements involves unmanned aerial vehicles/drones. Coverage to include products and completed operations, property damage, bodily injury with limits no less than \$1M per occurrence, and \$2M aggregate; may be provided by CGL endorsement subject to City's prior written approval. **(IF APPLICABLE)**
- L. Longshore & Harbor Workers' Compensation Act/Jones Act** for work being conducted near, above, or on "navigable waters" for not less than the above Employer's Liability Insurance limit. **(IF APPLICABLE)**
- M. Garagekeeper/Hangerkeeper/Marina Operator Legal Liability Insurance and/or Hull/P&I Insurance** where parking lot, valet, dealership, garage services, towing, etc. and/or operation of a hangar, marina, or airplane/ship repairer, providing safe berth, air/watercraft storage/docking (on land/ in water), fueling, tours, charters, ferries, dredges, tugs, mooring, towing, boat/aircraft equipment/repair/alteration/maintenance, etc.; cover-age against liability for damage to vehicles air/watercraft, their machinery in Firm's care, custody, or control both private & commercial. Limits at least equal to greater of \$1M, value of max number of vehicles that may be in Firm's custody, or of most costly object in Firm's custody. **(IF APPLICABLE)**

## EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS (CONT'D)

**N. Property Insurance and Interruption of Business (IOB) Insurance** where premises, building, structure, or improved real property is leased, licensed, or otherwise occupied by Firm. Property Insurance against all risks of loss to any occupant/tenant improvements at full replacement cost with no coinsurance penalty, including fire, water, leak damage, and flood, as applicable, vandalism and malicious mischief endorsements. IOB by which minimum monthly rent will be paid to City for up to 1 year if premises are destroyed, rendered inaccessible or untenable, including disruption of utilities, water, or telecommunications. (IF APPLICABLE)

**O. Liquor Liability/Host Liquor Liability** where Firm directly or indirectly provides alcoholic beverages, limits of at least \$1M per occurrence and \$1M aggregate. (IF APPLICABLE)

**P. Educators Legal Liability Insurance** where day care, after school program, recreational activities, etc. limits per G above. (IF APPLICABLE)

**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.

## **EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS (CONT'D)**

**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.

**Revised 11/01/2016**

**EXHIBIT 2 – PROPOSAL FEE SCHEDULE**

<b>Activity</b>	<b>Cost per activity (\$)</b>
<b>HQS Inspection</b>	\$ _____
<b>Initial Inspection (OOR)</b>	\$ _____
<b>Scope/Cost Estimate Write-Up</b>	\$ _____
<b>Bid Walk-Throughs</b>	\$ _____
<b>Bare Wood Inspections</b>	\$ _____
<b>Lead Testing/Report</b>	\$ _____
<b>Mold Testing/Report</b>	\$ _____
<b>HQS Inspection (MAP)</b>	\$ _____
<b>Partial Inspection</b>	\$ _____
<b>Final inspection</b>	\$ _____



**1. LIVING ROOM**

**For each item numbered, check one box only.**

Item	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
1.1	<b>LIVING ROOM PRESENT</b> Is there a living room?			
1.2	<b>ELECTRICITY</b> Are there at least two working outlets or one working outlet and one working light fixture?			
1.3	<b>ELECTRICAL HAZARDS</b> Is the room free from electrical hazards?			
1.4	<b>SECURITY</b> Are all windows and doors that are accessible from the outside lockable?			
1.5	<b>WINDOW CONDITION</b> Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken out panes?			
1.6	<b>CEILING CONDITION</b> Is the ceiling sound and free from hazardous defects?			
1.7	<b>WALL CONDITION</b> Are the walls sound and free from hazardous defects?			
1.8	<b>FLOOR CONDITION</b> Is the floor sound and free from hazardous defects?			
1.9	<b>LEAD PAINT</b> Are all interior surfaces either <i>free</i> of cracking, scaling, peeling, chipping, and loose paint or <i>adequately treated and covered</i> to prevent exposure of the occupants to lead based paint hazards?			
1.10	<b>WEATHER STRIPPING</b> Is weather stripping present and in good condition on all windows and exterior doors?			
1.11	<b>INTERIOR STAIRS AND COMMON HALLS</b> Are interior stairs and common halls free from hazards to the occupant because of loose, broken or missing steps on stairways, absent or insecure railings; inadequate lighting, or other hazards?			
1.12	<b>OTHER</b>			
1.13	<b>OTHER</b>			

**2. KITCHEN**

**For each item numbered, check one box only.**

	DECISION
-	

Item #	Description	Yes, PASS	No, FAIL	Repairs Required
2.1	<b>KITCHEN AREA PRESENT</b> Is there a kitchen?			
2.2	<b>ELECTRICITY</b> Is there at least <i>one</i> working electric outlet and <i>one</i> working, permanently installed light fixture?			
2.3	<b>ELECTRICAL HAZARDS</b> Is the kitchen free from electrical hazards?			
2.4	<b>SECURITY</b> Are <i>all</i> windows and doors that are accessible from the outside lockable?			
2.5	<b>WINDOW CONDITION</b> Are all windows free of signs of deterioration or missing or broken out panes?			
2.6	<b>CEILING CONDITION</b> Is the ceiling sound and free from hazardous defects?			
2.7	<b>WALL CONDITION</b> Are the walls sound and free from hazardous			
2.8	<b>FLOOR CONDITION</b> Is the floor sound and free from hazardous defects?			
2.9	<b>LEAD PAINT</b> Are all interior surfaces either <i>free</i> of cracking, scaling, peeling, chipping, and loose paint or <i>adequately treated and covered</i> to prevent exposure of the occupants to lead based paint hazards?			
2.10	<b>STOVE OR RANGE WITH OVEN</b> Is there a working oven and a stove (or range) with top burners that work?			
2.11	<b>REFRIGERATOR</b> Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?			
2.12	<b>SINK</b> Is there a kitchen sink that works with hot and cold running water?			
2.13	<b>SPACE FOR STORAGE AND PREPARATION OF FOOD</b> Is there space to store and prepare food?			
2.14	<b>WEATHER STRIPPING</b> Is weather stripping present and in good condition on all windows and exterior doors?			
2.15	<b>OTHER</b>			
2.16	<b>OTHER</b>			

**3. MASTER BATHROOM**

**For each item numbered, check one box only.**

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
3.1	<b>BATHROOM (see description)</b> Is there a bathroom?			
3.2	<b>ELECTRICITY</b> Is there at least <i>one</i> permanently installed light fixture?			
3.3	<b>ELECTRICAL HAZARDS</b> Is the bathroom free from electrical hazards?			
3.4	<b>SECURITY</b> Are <i>all</i> windows and doors that are accessible from the outside lockable?			
3.5	<b>WINDOW CONDITION</b> Are all windows free of signs of deterioration or missing or broken out panes?			
3.6	<b>CEILING CONDITION</b> Is the ceiling sound and free from hazardous defects?			
3.7	<b>WALL CONDITION</b> Are the walls sound and free from hazardous defects?			
3.8	<b>FLOOR CONDITION</b> Is the floor sound and free from hazardous defects?			
3.9	<b>LEAD PAINT</b> Are all interior surfaces either <i>free</i> of cracking, scaling, peeling, chipping, and loose paint, or <i>adequately treated and covered</i> to prevent exposure of the occupants to lead based paint hazards?			
3.10	<b>FLUSH TOILET IN ENCLOSED ROOM IN UNIT</b> Is there a working toilet in the unit for exclusive private use of the tenant?			
3.11	<b>FIXED WASH BASIN OR LAVATORY</b> Is there a working, permanently installed wash basin with hot and cold running water in the unit?			
3.12	<b>TUB OR SHOWER IN UNIT</b> Is there a working tub or shower with hot and cold running water in the unit?			
3.13	<b>VENTILATION</b> Are there operable windows or a working vent system?			
3.14	<b>OTHER</b>			

3.15	OTHER			
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### 3. BATHROOM

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
3.1	<b>BATHROOM (see description)</b> Is there a bathroom?			
3.2	<b>ELECTRICITY</b> Is there at least <i>one</i> permanently installed light fixture?			
3.3	<b>ELECTRICAL HAZARDS</b> Is the bathroom free from electrical hazards?			
3.4	<b>SECURITY</b> Are <i>all</i> windows and doors that are accessible from the outside lockable?			
3.5	<b>WINDOW CONDITION</b> Are all windows free of signs of deterioration or missing or broken out panes?			
3.6	<b>CEILING CONDITION</b> Is the ceiling sound and free from hazardous defects?			
3.7	<b>WALL CONDITION</b> Are the walls sound and free from hazardous defects?			
3.8	<b>FLOOR CONDITION</b> Is the floor sound and free from hazardous defects?			
3.9	<b>LEAD PAINT</b> Are all interior surfaces either <i>free</i> of cracking, scaling, peeling, chipping, and loose paint, or <i>adequately treated and covered</i> to prevent exposure of the occupants to lead based paint hazards?			
3.10	<b>FLUSH TOILET IN ENCLOSED ROOM UNIT</b> Is there a working toilet in the unit for exclusive private use of the tenant?			
3.11	<b>FIXED WASH BASIN OR LAVATORY</b> Is there a working, permanently installed wash basin with hot and cold running water in the unit?			
3.12	<b>TUB OR SHOWER IN UNIT</b> Is there a working tub or shower with hot and cold running water in the unit?			
3.13	<b>VENTILATION</b> Are there operable windows or a working vent system?			
3.15	OTHER			

3.16	OTHER			
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#### 4. BEDROOM

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
4.1	<b>ROOM CODE and ROOM LOCATION: #</b>  right/left front/rear floor level	<b>ROOM CODES</b> 1 = Bedroom or any other room used for sleeping (regardless of type of room)		
4.2	<b>ELECTRICITY</b> If Room Code = 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code does not = 1, is there a means of illumination?			
4.3	<b>ELECTRICAL HAZARDS</b> Is the room free from electrical hazards?			
4.4	<b>SECURITY</b> Are <i>all</i> windows and doors that are accessible from the outside lockable?			
4.5	<b>WINDOW CONDITION</b> If Room Code = 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken out panes?			
4.6	<b>CEILING CONDITION</b> Is the ceiling sound and free from hazardous defects?			
4.7	<b>WALL CONDITION</b> Are the walls sound and free from hazardous defects?			
4.8	<b>FLOOR CONDITION</b> Is the floor sound and free from hazardous defects?			
4.9	<b>LEAD PAINT</b> Are all interior surfaces either <i>free</i> of cracking, scaling, peeling, chipping, and loose paint, or <i>adequately treated and covered</i> to prevent exposure of the occupants to lead based paint hazards?			
4.10	<b>WEATHERSTRIPPING</b> Is weather stripping present and in good condition on all windows and exterior doors?			
4.11	OTHER			

**5. OTHER ROOMS USED FOR LIVING AND HALLS For each item numbered, check one box only.**

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
5.1	<p><b>ROOM CODE and ROOM LOCATION:</b></p> <p>right/left front/rear floor level</p>	<p>ROOM CODES 2 = Dining Room, or Dining Area</p>		
5.2	<p><b>ELECTRICITY</b> If Room Code = 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code does not = 1, is there a means of illumination?</p>			
5.3	<p><b>ELECTRICAL HAZARDS</b> Is the room free from electrical hazards?</p>			
5.4	<p><b>SECURITY</b> Are <i>all</i> windows and doors that are accessible from the outside lockable?</p>			
5.5	<p><b>WINDOW CONDITION</b> If Room Code = 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken out panes?</p>			
5.6	<p><b>CEILING CONDITION</b> Is the ceiling sound and free from hazardous defects?</p>			
5.7	<p><b>WALL CONDITION</b> Are the walls sound and free from hazardous defects?</p>			
5.8	<p><b>FLOOR CONDITION</b> Is the floor sound and free from hazardous defects?</p>			
5.9	<p><b>LEAD PAINT</b> Are all interior surfaces either <i>free</i> of cracking, scaling, peeling, chipping, and loose paint, or <i>adequately treated and covered</i> to prevent exposure of the occupants to lead based paint hazards?</p>			
5.10	<p><b>WEATHERSTRIPPING</b> Is weather stripping present and in good condition on all windows and exterior doors?</p>			
5.11	<p><b>OTHER</b></p>			
5.12	<p><b>OTHER</b></p>			

**6. GARAGE**

**For each item numbered, check one box only.**

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
6.1	<b>ELECTRICITY</b> Is there at least <i>one</i> permanently installed light fixture?			
6.2	<b>ELECTRICAL HAZARDS</b> Is the bathroom free from electrical hazards?			
6.3	<b>SECURITY</b> Are <i>all</i> windows and doors that are accessible from the outside lockable?			
6.4	<b>WINDOW CONDITION</b> Are all windows free of signs of deterioration or missing or broken out panes?			
6.5	<b>CEILING CONDITION</b> Is the ceiling sound and free from hazardous defects?			
6.6	<b>WALL CONDITION</b> Are the walls sound and free from hazardous defects?			
6.7	<b>FLOOR CONDITION</b> Is the floor sound and free from hazardous defects?			
6.8	<b>LEAD PAINT</b> Are all interior surfaces either <i>free</i> of cracking, scaling, peeling, chipping, and loose paint, or <i>adequately treated and covered</i> to prevent exposure of the occupants to lead based paint hazards?			
6.9	<b>WEATHER STRIPPING</b> Is weather stripping present and in good condition on all windows and exterior doors?			
6.10	<b>OTHER</b>			
6.11	<b>OTHER</b>			

**7. ALL SECONDARY ROOMS NOT USED FOR LIVING For each item numbered, check one box only.**

Item #	Description:	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
7.1	<b>NONE. GO TO PART 8</b>			

7.2	<b>SECURITY</b> Are <i>all</i> windows and doors that are accessible from the outside lockable in each room?			
7.3	<b>ELECTRICAL HAZARDS</b> Are all these rooms free from electrical hazards?			
7.4	<b>OTHER POTENTIALLY HAZARDOUS FEATURES IN ANY OF THESE ROOMS</b> Are all of these rooms free of any other potentially hazardous features? For each room with an "other potentially hazardous feature" explain hazard and means of control of interior access to room.			
7.5	<b>OTHER</b>			
7.6	<b>OTHER</b>			

## 8. BUILDING EXTERIOR

For each item numbered, check one box only.

Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
8.1	<b>CONDITION OF FOUNDATION</b> Is the foundation sound and free from hazards?			
8.2	<b>CONDITION OF STAIRS, RAILS, AND PORCHES</b> Are all the exterior stairs, rails and porches sound and free from hazards? Are there rails on stairs with three or more steps?			
8.3	<b>CONDITION OF ROOF AND GUTTERS</b> Are the roof, gutters and downspouts sound and free from debris?			
8.4	<b>CONDITION OF EXTERIOR SURFACES</b> Are exterior surfaces sound and free from holes or hazards?			
8.5	<b>CONDITION OF CHIMNEY</b> Is the chimney sound and free from hazards?			
8.6	<b>LEAD PAINT: EXTERIOR SURFACES</b> Are all exterior surfaces which are accessible to children under seven years of age <i>free</i> of cracking, scaling, peeling, chipping, and loose paint, or <i>adequately treated or covered</i> to prevent exposure of such children to lead based paint hazards?			

8.7	<b>CAULKING</b> Are all fixed joints including frames around doors and windows, areas around all holes for pipes, ducts, water faucets or electric conduits, and other areas, which may allow unwanted air flow appropriately caulked.			
8.8	<b>ADEQUACY OF HEATING EQUIPMENT</b> a. Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living? b. Is the heating equipment oversized by more than 15%? c. Are pipes and ducts located in unconditioned space insulated?			
8.9	<b>SAFETY OF HEATING EQUIPMENT</b> Is the unit free from unvented fuel burning space heaters, or any other types of unsafe heating conditions?			
8.10	<b>VENTILATION AND ADEQUACY OF COOLING</b> Does this unit have adequate ventilation and cooling by means of operable windows or a working cooling system?			
8.11	<b>HOT WATER HEATER</b> Is hot water heater located, equipped, and installed in a safe manner?			
8.12	<b>WATER SUPPLY</b> Is the unit served by an approvable public or private sanitary water supply?			
8.13	<b>PLUMBING</b> Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?			
8.14	<b>SEWER CONNECTION</b> Is plumbing connected to an approvable public or private disposal system, and is it free from sewer back up?			
8.15	<b>INSULATION</b> Are the attic and walls appropriately insulated for regional conditions?			
8.16	<b>OTHER</b>			
8.17	<b>OTHER</b>			

**9. GENERAL HEALTH AND SAFETY**

**For each item numbered, check one box only.**

Item #	Descriptio	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
-				

9.1	<b>ACCESS TO UNIT</b> Can the unit be entered without having to go through another unit?			
9.2	<b>EXITS</b> Is there an acceptable fire exit from this building that is not blocked?			
9.3	<b>EVIDENCE OF INFESTATION</b> Is there evidence of infestation by mice, vermin, roaches, termites, etc.?			
9.4	<b>GARBAGE AND DEBRIS</b> Is the unit free from heavy accumulation of garbage or debris inside and outside?			
9.5	<b>OTHER INTERIOR HAZARDS</b> Is the interior of the unit free from any other hazards not specifically identified previously?			
9.6	<b>LEAD PAINT: OWNER CERTIFICATION</b> If the owner of the unit is required to treat or cover any interior or exterior surfaces, has the certification of compliance been obtained? If the owner was not required to treat surfaces, check "Not Applicable."			
9.7	<b>OTHER</b>			
9.8	<b>OTHER</b>			



Eric Fetrow  
 306 E. Jackson Street Tampa FL 33602  
 813-274-7954

# Specs By Location

5/1/2017

Owner's Name

Owner's Phone #

**Address: 4507 Ashmore Drive** **Unit: Unit 01**

**Location: 1 - General Requirements** Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 1 General Requirements</b>					
1	<b>10 OWNER ACCEPTS SCOPE OF WORK</b> The undersigned applicant(s) certifies that he/she has participated in the development of this Scope of Work Write Up (SWWU) with the "Date inspected" date of _____ & referred to as Exhibit 1. After careful review the applicant understands & accepts the work described & has initialed & dated each page of this SWWU. X _____ X _____ Applicant Date Applicant Date	1.00	DU	_____	_____
2	<b>14 CONTRACTOR ACCEPTS SCOPE OF WORK</b> The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Scope of Work Write Up (SWWU) with the "Date Inspected" date of _____ & referred to as Exhibit 1. The contractor shall initial & date each page of the SWWU. X _____ Contractor Date	1.00	DU	_____	_____
3	<b>31 CONSTRUCTION DEFINITIONS</b> "Install" means to purchase, set up, test and warrant a new component. " Replace" means to remove and dispose of original material, purchase new material, deliver, install, test and warrant. "Repair" means to return a building component to like new condition through replacement, adjustment and recoating of parts. "Reinstall" means to remove, clean, store and install a component.	1.00	GR	_____	_____
4	<b>32 SUBSTITUTION APPROVAL PROCESS</b> Any requests for substitutions of specified proprietary items must accompany the initial proposal and shall include: the manufacturer's specifications; full installation instructions and warranties. The agency and owner will notify the contractor of decision at contract award.	1.00	GR	_____	_____
5	<b>35 VERIFY QUANTITIES/MEASUREMENTS</b> All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) (e.g. SF of Drywall) are for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities stated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission.	1.00	GR	_____	_____
6	<b>40 ALL PERMITS REQUIRED</b>	1.00	AL	_____	_____

Address: 4507 Ashmore Drive		Unit: Unit 01			
Location: 1 - General Requirements		Approx. Wall SF: 0	Ceiling/Floor SF: 0		
Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 1 General Requirements</b>					
Contractor shall apply for and get all permits necessary for all Scope of Work Write Up (SWWU).					
7	<b>45 CONTRACTOR PRE-BID SITE VISIT</b> The contractor must inspect the property. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site and is conversant with the requirements of the local jurisdiction.	1.00	DU	_____	_____
8	<b>55 WORK TIMES</b> Contractors and their Subcontractors shall schedule working hours between 8:00am and 6:00pm Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the homeowner.	1.00	GR	_____	_____
9	<b>75 STANDARD SPEC/GENERAL CONDITIONS</b> The contractor by submission of a proposal, agrees to comply with all applicable conditions listed in the Standard Specification.  Contractor also agrees that any building modification/repairs/ replacements that result in damage to the walls, ceiling, flooring, etc. shall be repaired to match the existing finish in the area.  All fixtures and appliances to Energy Star certified.	1.00	GR	_____	_____
10	<b>90 1 YEAR GENERAL WARRANTY</b> Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment. All original warranties to be turned in to homeowner in a bound package. Copy of all warranties to be turned in to the City of Tampa at the completion of the job. include 5 year warranty for roof	1.00	DU	_____	_____
11	<b>120 FINAL CLEAN</b> Remove from site all construction materials, tools and debris. Sweep clean all exterior work areas. Vacuum all interior work areas, removing all visible dust, stains, labels and tags. Clean all windows referenced in specifications.	1.00	RM	_____	_____
12	<b>9008 ENVIRONMENTAL REHAB--RRP REQUIREMENTS</b> Any contractor performing renovation, repair, and painting projects that disturb lead-based paint in pre-1978 homes must comply with EPA 40 CFR Part 745(Lead; Renovation, Repair, and Painting Program), be certified by the EPA as a Renovation Firm and must use Certified Renovators who are trained by EPA-approved training providers to follow lead-safe work practices.	1.00	GR	_____	_____
<b>Trade: 23 Electric</b>					
13	<b>7811 SMOKE DETECTORS</b>	3.00	EA	_____	_____

**Address: 4507 Ashmore Drive** **Unit: Unit 01**

**Location: 1 - General Requirements** Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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**Trade: 23 Electric**

Install a UL approved, ceiling mounted smoke/carbon and heat detector permanently wired into a receptacle box with battery back-up and interconnected with all other smoke detectors in the unit. To bring up to code.

**Trade: 24 Extermination**

14	<b>8305 EXTERMINATE TERMITES</b>	1.00	DU	_____	_____
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House to be fumigated for the infestation of termites. House to be treated by a State of Florida properly insured, licensed pest control company. Property to be treated prior to the start of construction and any termite infestation to immediately reported. Copy of report and 5 year warranty to be submitted upon completion.

**Location Total:** \_\_\_\_\_

**Location: 2 - Exterior** Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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**Trade: 15 Roofing**

15	<b>4580 ROOF REPLACEMENT</b>	1.00	SQ	_____	_____
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Remove and dispose of all roofing & defective sheathing. If applicable, remove the chimney to at least 6" below the roof line. Install a permanent cap on remaining portion of chimney. Resheath hole where chimney is removed. Cut a 1" wide vent at ridge board. Secondary water barrier Peel and Stick) provided as required by section 201.2. All associated mitigation is in compliance with the Hurricane Mitigation Retrofit Manual (Based on 553.844 F.S). Install preformed white aluminum, drip edge, and vent pipe boots. All shingles will be a 30 year architectural, fiberglass / asphalt UL Class A Fire Rated, pass UL 1997 110 mph wind load with a minimum 30 year warranty with a 15 year algae/ mildew resistant warranty. Drip edge will have a minimum width of two-inches and be constructed of either galvanized or aluminum. Replace all flashing. Install shingle-over ridge vent. Roof deck attachment and fasteners strengthened and corrected as required by Section 201.01. Color of shingles to be gray or black. Homeowner to pick color. Two sheets or 64 sq.ft. of 1/2" CDX wood or matching thickness or material to be included in the bid.

Must notify the HQS at the time of roof installation so pictures of bare wood and water barrier installation, can be taken to verify compliance of specifications. Failure to notify could result in the roofing being rejected.

Remove all areas of rotted, decayed fascia and soffit. Replace all rotted wood removed with new pressure treated wood. Caulk over joints.

**Address: 4507 Ashmore Drive** **Unit: Unit 01**

**Location: 2 - Exterior** Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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**Trade: 15 Roofing**

Remove all areas of rotten and decayed gable end. Provide and install all new hardi board and effected areas. Caulk and seal all joints, include all new trim work.

**Trade: 21 HVAC**

16	<b>6180 HVAC REPLACEMENT</b>	1.00	EA	_____	_____
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Replace existing air conditioner with a new central heating and air conditioning system complete with all new controls and digital thermostat, control wiring, electrical , copper and necessary connections to create complete install to code. Minimum SEER required-15.0, concrete (or equal) pad. AH unit to be reinstalled in the original location with access to code. Perform proper test and balance at completion. Contractor is responsible for proper sizing of all new equipment and ductwork with the exception of the 7.5 KW heat strip. Provide owner w/factory warranty, manual, & 1 year contractor warranty. Installed to code.

**Trade: 22 Plumbing**

17	<b>6739 SEWER SERVICE</b>	1.00	LF	_____	_____
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Install a 4" schedule 40 PVCpipe from structure and connect to the public sanitary sewer system. Connect all new drain lines and insure smooth and proper operation, to include vent stacks. Install clean-outs as required by local codes. Regrade yard in work area, sow grass seed and spread straw to reestablish lawn. Replace all flooring in areas affected by new installation of sewer and drain lines. Flooring to match existing.

**Location Total:** \_\_\_\_\_

**Location: 3 - Bathroom** Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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**Trade: 22 Plumbing**

18	<b>6960 GRAB BARS AND FAUCET</b>	1.00	EA	_____	_____
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Remove old shower faucets. Provide and install 3 grab bars include Moen Model 82402 or equal tub/shower faucet & a shower head with a maximum 2.0 GPM flow rate.

**Location Total:** \_\_\_\_\_

**Unit Total for 4507 Ashmore Drive, Unit Unit 01:** \_\_\_\_\_

**Address Grand Total for 4507 Ashmore Drive:** \_\_\_\_\_

**Bidder:** \_\_\_\_\_