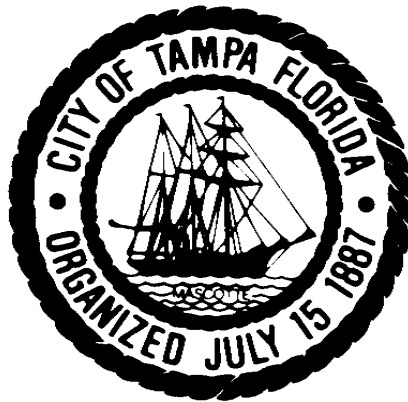


CITY OF TAMPA

REQUEST FOR PROPOSAL
DUE April 27, 2018– 2:00 P.M. (EST)



Application Form and Program Guidelines

CDBG and SHIP
Owner Occupied Rehabilitation

***MANDATORY* TECHNICAL ASSISTANCE WORKSHOP**

To be held at The Children's Board of Hillsborough County
1002 E Palm Avenue, Tampa, FL 3360

Tuesday, March 27, 2018
11:00 A.M.

INTRODUCTION

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

If an application is incomplete or does not meet the minimum requirements, it will be deemed non-responsive and will not be considered.

Approximately \$2,000,000 of CDBG funding and \$2,000,000 in SHIP Funding is being made available to non-profit housing partners in the City of Tampa that provide owner occupied rehabilitation assistance to serve persons with major home rehabilitation needs. The owner-occupied rehabilitation assistance must address one or more of the following items:

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

The owner-occupied rehabilitation program will offer up to \$25,000, (\$35,000 if modifications are made for handicapped accessibility) to each eligible household. Homes that require Lead based paint remediation or other environmental remediation will be eligible for an additional \$10,000 to address the environmental issues. Applications and household eligibility will be processed through the City of Tampa's Housing and Community Development Division. Housing Partner's will be required to update income verifications as necessary for program compliance.

The applicant must be a 501 (c)(3) non-profit organization with housing rehabilitation experience that serves low-moderate income individuals/families and must have been in business for at least five years.

All applications are available for print at:

<https://www.tampagov.net/housing-and-community-development/request-for-proposals>

Note: The City of Tampa will **not** reimburse costs incurred in applying for CDBG/SHIP funding.

Please note:

- Applications are due Thursday, **April 19, 2018** by 2:00PM EST
- The original application (with all attachments), four (4) copies without attachments and one (1) electronic copy (with all attachments) must be submitted to the address below.

City of Tampa
Purchasing Department
306 East Jackson Street
2nd Floor
Tampa, FL 33602

Faxed and emailed applications will not be accepted. Late applications will be deemed ineligible.

- Agency must be in business for no less than five years (must be documented on page where they enter name, address and other info about agency) The applicant must be a 501 (c)(3) non-profit organization with housing rehabilitation experience that serves low-moderate income individuals/families.
- Minimum Funding Request for funding: \$1,000,000
- Funds will not be granted to reduce existing deficits, entertainment, lobbying expenses, audits, or other ineligible expenses under the Universal Funding Application Guidelines.
- Organizations must demonstrate the financial viability to operate a State and/or federally-funded program strictly on a reimbursement basis. City of Tampa funds are provided to awarded projects on a reimbursement basis only. This means that funds will be available to the organization after it has paid for eligible project costs. However, no costs incurred prior to contract approval may be reimbursed. A financially viable organization is one that is able to:
 - Operate for a minimum of 60 days pending reimbursement without financial hardship;
 - Demonstrate an existing and consistent cash flow to manage at least four (4) projects at one time; and
 - Have a separation of duties for personnel time allocations, etc.
- Applicants who previously received funding from the City must report the status of that funding, including actual accomplishments, previous Monitoring results and any outstanding findings or concerns. Applicants with open Monitoring Findings with the City that are unable to be resolved prior to the deadline for funding applications will be ineligible to apply for this RFA.
- All applicants approved for funding must attend a post-award conference with City staff and provide a project budget based on the 2018 pending grant award amount. Additionally, policies and procedures, sample client files, and other documents may be requested in a form acceptable to the City prior to the post-award conference.
- Applicants must demonstrate adequate management, fiscal controls and staffing capacity within its current organization to undertake the proposed project (General Contractor on staff or under contract).
- Applicants must report the status of all funds that are requested or proposed from other sources.

MANDATORY WORKSHOPS

Mandatory Public Workshops will be held at the Children's Board of Hillsborough County, 1002 East Palm Avenue, Tampa, FL 33605. The purpose of the meeting is to answer any questions regarding the application process. All applicant organizations must attend the **mandatory** workshop to be eligible to apply for funding:

Children's Board of Hillsborough County, 1002 East Palm Avenue, Tampa, FL 33605

March 27, 2018 @ 11:00 AM – Owner Occupied Rehab

TENTATIVE SCHEDULE OF EVENTS*

March 19, 2018	Request for Proposals Issued
March 27, 2018	Pre-proposal Workshop
April 3, 2018	Deadline to submit questions regarding the RFPs
April 10, 2018	Deadline to submit secondary questions regarding the RFPs
April 19, 2018	Submission Deadline (APPLICATIONS SUBMITTED AFTER 2:00 P.M. WILL NOT BE ACCEPTED)
April 20, 2018	RFP Responses distributed to Reviewers
April 23- 27, 2018	Proposal Review and Funding Recommendations
April/May 2018	Non-profit housing partners are Notified of Funding Awards
May/June 2018	City Council Approval of Funding Agreements
June 30, 2019	Deadline to Expend funds

*All dates are subject to change.

APPLICATION CONTENT

- Please keep responses to questions brief and concise.
- All forms need to be submitted in a typed format. Paperclip all documents (**no binding, binders or staples**).
- Each application should be submitted with **one (1) complete original (with all attachments), four (4) copies without attachments and one (1) electronic copy with all attachments**.
- Applications should follow the established outline & instructions and be submitted in the order specified herein.

Please complete the following application checklist and submit it with your application.

I. APPLICATION CHECKLIST

The Certifying Representative must initial and tab all required documents attached to the application or put "N/A" if the document is "not applicable." **If thresholds are not met the application will not be reviewed for funding. Please indicate the page number where the information can be found. O= document required for original package. C = document required for copy package.**

- O/C _____ 1. Application completed, approved, and signed by Board of Directors and/or designated representative (includes project narrative)
- O _____ 2. Current 501© (3) status (attach documentation)
- O _____ 3. Year to date Financial Statement AND most recent Audit, Management Letter and Agency Response
- O/C _____ 4. Complete and accurate Fiscal year 2017 – 2018 Budget Forms, as attached
- O _____ 5. Articles of Incorporation
- O _____ 6. Organization By-Laws
- O _____ 7. List of Board of Directors and Officers
- O _____ 8. Conflict of Interest disclaimers from each member of the Board of Directors agency officers and executive management staff members.
- O/C _____ 9. Resume of:
a) Executive Director;
b) Fiscal Officer; and
c) Program Administrator
(Please provide copies of professional certifications if applicable)
- O/C _____ 10. Organizational Chart with employee names and titles
- O/C _____ 11. Job descriptions with pay scales for relevant positions
- O/C _____ 12. Procedures for selecting contractors/consultants
- O/C _____ 13. Letters of commitment for funding to operate the program.
- O _____ 14. IRS Form 990 or Exemption Statement

O _____ 15. Proof of General Liability Coverage

O _____ 16. Copy of Sunbiz Agency Report (Page showing Officers, etc.)

O _____ 17. Proof that financial obligations such as ad valorem taxes are current.

O/C _____ 18. Construction Project Implementation Schedule (Describe processing time and stages of a typical rehab project).

**Owner Occupied Rehab
Grant Guidelines**

CITY OF TAMPA

**ORGANIZATION/AGENCY INFORMATION
(Fill out ALL information and submit)**

Organization or Agency: _____ Fed. I.D. # _____

Address: _____ Zip Code: _____

Contact Person(s): _____

Telephone No: _____ Fax No: _____ E-mail: _____

Applicant's Fiscal Year: _____ Date of Most Recent Audit: _____

Data Universal Numbering System (Duns Number): _____

System for Award Management (SAM Number): _____

TYPE OF REQUEST? (MARK ALL THAT APPLY)

Owner Occupied Rehab

Owner Occupied Rehab/Handicapped Accessibility

PROJECT INFORMATION

Project Title: Owner Occupied Rehab

Amount of Funding Requested: \$ _____

Total Project Cost: \$ _____

Projected # of City of Tampa Persons to be served with funding requested: _____

CERTIFYING REPRESENTATIVE

Person authorized to sign contract, if approved - per the State of Florida's website: www.sunbiz.org (Please attach copy from website.) Generally, the President, Vice-President, and/or Chief Executive Officer (If other than those listed above, we must have a Corporate Resolution, signed by the Corporate Secretary, specifically bestowing signatory authority to individual signing this application.

Sign in Blue Ink.

To the best of my knowledge and belief, data in this application are true and correct and the governing body of the applicant has duly authorized the document.

NAME:

(Please Print)

(Signature)

TITLE:

DATE SIGNED:

Owner Occupied Rehab Grant Guidelines

RFA QUESTIONS

1. Which of the following activities has your agency administered in the past?
 - Housing Rehab
 - Emergency Home Repair
 - Exterior home improvement (paint, landscaping, etc.)
 - Handicapped accessibility
2. Describe your agencies experience qualifying clients for a state/or federally funded program (income verification, client follow-up, etc.)
3. Describe your agencies experience completing an environmental review. Describe the process to complete a historic project with lead hazards?
4. Has the applicant ever had funding recaptured or deobligated? Please provide detailed information.
5. Describe the applicant's knowledge and capability to develop, implement, and administer the project/program. *Provide essential staff resumes, organizational charts, training, education, skill, and listing of prior similar projects/program.*
6. Describe your organization's fiscal capacity to manage financial reporting, record keeping, accounting systems, policies and procedures, and audit requirements.
7. Describe the project in detail. *Your response should include answers to the following questions: How many rehabs can you process a month? How is quality assurance maintained? How will the scope of work be developed? How will subcontractors be managed? What unique or innovative features, if any, are associated with your project?*
8. Describe any partner agencies/organizations involved and provide letters of collaboration that define roles and responsibilities of each. Upload scanned letters in the 'Documents' tab of your application. *If your application is contingent upon additional funding sources, please ensure all commitment letters are attached to your application.*
9. Describe your projected timeline. Include start date, milestones, benchmarks, and completion date.

**Owner Occupied Rehab
Grant Guidelines**

10. Please describe your projected goals, objectives and anticipated outcomes. For example, a good performance measure for owner occupied rehab program would be that 80% of program participants will increase their quality of life.

11. Estimate the number of persons (OR) households that will benefit from the project/program.

12. Does the applicant have a history of securing local, state, federal, and private dollars? *Please provide a list all funding sources, type of project related to the proposed project/program, provide program goals and outcomes.*

13. Does your agency have a disaster plan? If yes, please provide a copy of your plan. Please complete the disaster questionnaire.

**Owner Occupied Rehab
Grant Guidelines**

SIGNATURE FORMS

CONFLICT OF INTEREST DISCLOSURE FORM

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

Therefore, please answer the following disclosure questions:

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

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

2. City position held _____

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

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

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

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

Signature: _____ Name (Please Print): _____

Name of Current Employer: _____ Date: _____

**Owner Occupied Rehab
Grant Guidelines
HOUSING PARTNER ORGANIZATIONS/AGENCY
Application
RESOLUTION**

At a meeting held on the following date _____, the Executive Committee/Board of Directors of the following Organization/Agency: _____ passed the following resolution:

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

Signature of Board President

Date

Printed Name of Board President

Telephone Number

**Owner Occupied Rehab
Grant Guidelines
Corporate Resolution
CORPORATE RESOLUTION CERTIFICATION**

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

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

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

DATED: _____

Signature

Printed Name: _____

Owner Occupied Rehab Grant Guidelines



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.

Owner Occupied Rehab Grant Guidelines



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.

**Owner Occupied Rehab
Grant Guidelines**

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

[] Partial [] Final

(FORM MBD-30)

Contract No.: 16-P-00557 Contract Name: Universal Funding Request for Application

Contractor Name: _____ Address: _____

Federal ID: _____ Phone: _____ Fax: _____ Email: _____

GC Pay Period: _____ Payment Request/Invoice Number: _____ City Department: _____

Total Amount Requested for pay period: \$ _____ Total Contract Amount (including change orders): \$ _____

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

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

Owner Occupied Rehab Grant Guidelines



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.

**Owner Occupied Rehab
Grant Guidelines**



**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: _____

Contract 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

**Owner Occupied Rehab
Grant Guidelines
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.

**Owner Occupied Rehab
Grant Guidelines**

**Procurement Guidelines
To Implement
Minority & Small Business Participation**

Underutilized WMBE Primes by Industry Category

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

Underutilized WMBE Sub-Contractors / Sub-Consultants

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

Policy

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

Index

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

Industry Categories

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

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

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

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

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

MBD Form-70

END OF SUBCONTRACTING FORMS AND PAYMENT FORM

Owner Occupied Rehab Grant Guidelines

SGENERAL INFORMATION

1. Submittal Due Date. Sealed proposals (one original marked “Original” and two complete copies marked “Copy”) will be received no later than the date and time indicated on page one of this document. RFP packages will not be accepted after this time.

2 Addendum and Amendment to RFP. If it becomes necessary to revise or amend any part of this RFP, DemandStar will provide notification of the Addendum to all prospective Proposers who received an original RFP. The City will not accept incomplete proposal packages.

3. Florida Public Records Law. In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Proposers should be aware that the Proposal and the responses thereto are in the public domain and are available for public inspection and copying. If the Proposer is asserting that certain information in its Proposal is confidential and/or proprietary and/or exempt from public disclosure, then the Proposer is required to do the following: (1) identify, with specificity, the information which the Proposer asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) place such information (including any applicable electronic media on which such information is contained) in a sealed envelope that is separate from the Proposer's other Proposal documents, (3) clearly label the envelope that contains the confidential, proprietary and/or exempt information as follows: "EXEMPT FROM PUBLIC DISCLOSURE" with Proposer's name and the Proposal number marked on the outside, and (4) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations. The envelope that contains the Proposer's confidential/proprietary/exempt information must be submitted with the Proposer's other Proposal documents. Proposer is advised that failure to follow the aforementioned instructions may result in Proposer's alleged confidential/proprietary/exempt information being disclosed to the public. This will be the Proposer's “REDACTED” copy. All submittals received in response to this Proposal will become the property of the City of Tampa and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.*

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

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

Owner Occupied Rehab Grant Guidelines

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

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

Owner Occupied Rehab Grant Guidelines

The Successful Proposer agrees, in accordance with Section 119.0701, Florida Statutes, to comply with Florida's Public Records Laws, including the following:

1. The Successful Proposer shall keep and maintain public records required by the City to perform the services under this contract;
2. Upon request from the City, the Successful Proposer shall provide the City with copies of the requested records, having redacted records in total or in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the City) on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records, in part or in total that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the contract term and following completion (or early termination) of the contract if the Successful Proposer does not transfer the records to the City;
4. Upon completion of the contract (or early termination), the Successful Proposer shall transfer to the City, at no cost, all public records in possession of the Successful Proposer or keep and maintain the public records in accordance with Florida's Public Records Law and destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the City, upon the City's request, in a format that is compatible with the information technology systems of the City.
5. **IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE PARTNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813/274-8351, COTPurchasingPRR@tampagov.net, AND MAILING ADDRESS OF PURCHASING DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 2ND FLOOR, 306 E. JACKSON STREET, TAMPA, FL 33602.**

1. **City of Tampa Ethics Code.** The Organization/Agency and/or Individual(s) 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 Organization/Agency and/or Individual(s) responding to this Request for Qualification 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 award or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such award or obligation. The Awardee shall ensure that no City employee receives any such benefit or interest as a result of the award of this Invitation to Bid, Request for Proposal or Request for Qualifications (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d))

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Please note that the City's Ethics Code may be accessed on the Internet by utilizing the website link

<http://www.tampagov.net/human-resources/info/lobbyist-information> or can be found in the City of Tampa's municipal codes published online by the **Municipal Code Corporation at the website link https://www.municode.com/library/fl/tampa/codes/code_of_ordinances**. Printed copies of the Ethics Code can also be obtained from the City Clerk's Office for a fee of \$0.15 cents a page.

2. **Successful Contractor Indemnification.** The Contractor (Successful Proposer) releases and agrees to defend, indemnify and hold harmless the City, its officers, elected and appointed officials, employees, and/or agents (collectively, "City Indemnified Parties") from and against any and all losses, liabilities, damages, penalties, settlements, judgments, charges, or costs (including without limitation attorneys' fees, professional fees, or other expenses) of every kind and character arising out 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 the Contractor or any tier of subcontractor/subconsultant/ supplier, agent, employee, or anyone for whom Contractor 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 Contract hereof (singularly or collectively "Claims"), even if it is alleged that the City Indemnified Parties were negligent, unless such injuries or damages are ultimately proven to be solely the result of grossly negligent 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". The Contractor 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. The Contractor 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 Contractor'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 Contract (or any other documents made a part hereof) an indemnification within the purview of Section 725.06, Florida Statutes, the monetary limitation on

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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 the Contractor 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 Contractor 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 the Contractor, 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 the Contractor. The Contractor's defense and indemnity obligations hereunder will survive the expiration or earlier termination of this Contract.

The Contractor 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 the Contractor in which the City Indemnified Parties participated either through providing data or advice and/or review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the City in no way assumes or shares any responsibility or liability of the Contractor or any tier of subcontractor/subconsultant/supplier, under this Contract.

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 the Contractor.

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

4. 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.

5. Compliance with Laws. The Successful Proposer shall comply with all applicable laws, ordinances, and codes of the Federal Government, State of Florida, Hillsborough County, and the City of Tampa. It shall be the responsibility of the Organization/Agency 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.

6. Force Majeure. Neither the City nor Organization/Agency shall be deemed in default with respect to the performance of, or compliance with the terms, covenants, agreements, conditions, or provisos of the Agreement, 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 Organization/Agency.

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

11. Conflict of Interest. The City requires that the Proposers provide professional, objective, and impartial advice and at all times hold the City's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Proposers have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the City, or that may reasonably be perceived as having this effect. If the City, in its sole discretion,

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determines that a conflict of interest exists, such Proposer shall not be considered for award of this Contract. Failure to disclose said situations may lead to the disqualification of the Proposer or the termination of its Contract.

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

12. 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 bidder 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.

13. Non-Appropriation of Funds. In the event no funds or insufficient funds are appropriated for expenditures under this award, the City will notify the Organization/Agency 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.

14. Award Termination. When deemed to be in the best interest of the City, the City may cancel any award resulting from this specification by the following means:
10-day written notice with cause; or
30-day written notice without cause.

15. Scrutinized Companies. Section 287.135, Florida Statutes prohibits agencies from contracting 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 is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes (effective October 1, 2016) or is engaged in a boycott of Israel (effective October 1, 2016) or is engaged in business operations in Cuba or Syria. 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 on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes (effective October 1, 2016) or is engaged in a boycott of Israel (effective

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October 1, 2016) 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. Successful Proposer certifies that Successful Proposer is not in violation of Section 287.135, Florida Statutes.

For Contracts \$1,000,000 and greater, if the City determines the Successful Proposer submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Successful Proposer 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, created pursuant to Section 215.4725, Florida Statutes (effective October 1, 2016) or is engaged in a boycott of Israel (effective October 1, 2016) or is engaged in business operations in Cuba or Syria, the City shall either terminate the Contract after it has given the Successful Proposer 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, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

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

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

The Successful Proposers shall require all payees (examples include, but are not limited to, Sub-Contractors, insurance agents, material suppliers, etc.) to comply with the provisions of this Section by insertion of these requirements in any contract between the Successful Proposer and payee. Such requirements to include flow-down right or audit provision in contracts with payees will also apply to Sub-Contractors, sub-Sub-Contractors, material suppliers, etc. The Successful Proposer will cooperate fully and will cause all related

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parties and all of the Successful Proposer's Sub-Contractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or making available to the City all required records. The Successful Proposer shall be held responsible for any financial impacts relating to payees who do not comply with this Section.

If an audit inspection in accordance with this Section discloses overpricing or overcharges (of any nature) by the Successful Proposer to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Audit department shall be reimbursed to the City by the Successful Proposer and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Successful Proposer within a reasonable amount of time (not to exceed 45 days) from presentation of City's findings to the Successful Proposer.

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

18. 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.

19. 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. Bidders that accept Visa/Mastercard payments can be enrolled in the City's ePayments program for faster payment turnaround, by contacting the City's Accounts Payable Department at acctspayable@tampagov.net.

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

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

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

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

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

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

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SCORING CRITERIA

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

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

Following receipt of written proposals, the City may thereafter select those Proposers which, in the judgment of the City, qualify as finalists and request those Proposers to make oral presentations to the City and its representatives, prior to the final selection of the Successful Proposer.

The City reserves the right to reject any and all proposals and the issuance of this RFA and potential inclusion of a Proposer into the interview process shall in no way be deemed to create a binding contract or agreement between the Proposer and the City.

Proposers are advised that the City intends to select the Successful Proposer that the City determines is the most responsive and responsible.

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

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

2. A maximum of five (5) rating points may be awarded when the Proposer is a City of Tampa certified SLBE business participating as the prime contractor; or,

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

**Owner Occupied Rehab
Grant Guidelines**

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

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

Score questions and points:

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