



**REQUEST FOR PROPOSAL (RFP)
FOR
REAL ESTATE DEVELOPMENT**

**Low-Income Housing Tax
Credit (LIHTC) Program
TAX CREDIT APPLICATION**

ISSUED: July 1, 2021

DUE BY: July 30, 2021

Table of Contents

| | |
|--|----|
| INSTRUCTIONS TO DEVELOPERS | 4 |
| I. SCOPE OF SERVICES | 5 |
| GENERAL INFORMATION | 5 |
| ESSENTIAL ELEMENTS FOR CONSIDERATION..... | 6 |
| SITE CONSIDERATIONS..... | 6 |
| PROCESS..... | 7 |
| SUSTAINABLE DEVELOPMENT..... | 7 |
| ROLE OF THE DEVELOPER | 7 |
| II. EVALUATION OF PROPOSALS..... | 7 |
| A. SELECTION CRITERIA AND POINTS | 8 |
| SUBMISSION REQUIREMENTS..... | 8 |
| III. EVALUATION/SELECTION PROCESS..... | 11 |
| A. INTRODUCTION | 11 |
| PROPOSAL EVALUATION | 11 |
| IV. SUBMITTAL REQUIREMENTS..... | 13 |
| A. THRESHOLD REVIEW CHECKLIST | 13 |
| COMPANY OWNERSHIP INFORMATION | 13 |
| REFERENCES..... | 13 |
| ADDITIONAL FINANCIAL INFORMATION..... | 14 |
| V. PROJECT PROPOSALS | 14 |
| A. SUBMITTAL FORMAT REQUIREMENTS | 14 |
| SUGGESTED GUIDELINES FOR PREPARING PROPOSAL..... | 14 |
| REQUIRED DOCUMENTS FOR SUBMITTAL..... | 14 |
| VI. GENERAL CONDITIONS..... | 17 |
| A. GENERAL INFORMATION | 17 |
| FLORIDA PUBLIC RECORDS LAW | 17 |
| CITY OF TAMPA ETHICS CODE..... | 19 |
| WMBE PARTICIPATION | 20 |
| SLBE PARTICIPATION..... | 20 |
| INCURRED EXPENSES | 20 |
| PROPOSALS BINDING | 20 |
| GOVERNING LAW/VENUE..... | 20 |

| | |
|--|-------------------------------------|
| COMPLIANCE WITH LAWS | 21 |
| CONTRACT TERMINATION | 21 |
| EQUAL OPPORTUNITY | Error! Bookmark not defined. |
| EMPLOYEE VERIFICATION | Error! Bookmark not defined. |
| INDEPENDENT CONTRACTOR STATUS | 22 |
| SCRUTINIZED COMPANIES | 22 |
| CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME) | 23 |
| NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT | 23 |
| ASSIGNMENT AND SUB-CONTRACTING..... | 24 |
| QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS | 24 |
| COMMUNICATION POLICY..... | 24 |
| PROCUREMENT PROTEST PROCEDURES..... | 25 |
| PROPOSER’S CRIMINAL HISTORY SCREENING PRACTICES | 25 |
| INDEMNIFICATION..... | 26 |
| Z. INSURANCE..... | 26 |
| INFRASTRUCTURE PLANNING | 26 |
| VII. FORMS..... | 27 |

INSTRUCTIONS TO DEVELOPERS

Developers responding to this RFP must complete ALL items requested in the RFP package.

PROPOSALS MUST BE RECEIVED NO LATER THAN 12:00 PM (EST), July 30, 2021. The proposal must be typed. The original shall have signatures in [blue ink](#). Incomplete proposals or proposals submitted after the published deadline **will not** be considered.

A TECHNICAL ASSISTANCE WORKSHOP will be held virtually on **Thursday, July 15, 2021, at 10:30 AM (EST)**. A link to the Virtual Technical Assistance Workshop will be placed on the City's website where the RFP Announcement is located.

After the Technical Assistance Workshop, all questions regarding the RFP must be submitted in writing to: kayon.henderson@tampagov.net. Questions shall only be submitted by e-mail, no other inquiries will be responded to.

Clarification questions are due by **July 19, 2021 at 11:59am EST**. Responses will be provided on or before July 20, 2021 at 5:00 p.m.

Questions received via email regarding the RFP will be addressed by the City and answers will be provided by Addendum per the schedule noted above. The City reserves the right to notify the Developer by Addendum that the City will no longer allow additional questions regarding the RFP.

Attached are important instructions and specifications regarding responses to this RFP. Failure to follow these instructions may result in Developer disqualification.

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

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

The above address is appropriate for mailing, hand delivery, and express mail.

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

No proposals shall be accepted after the time and date specified above. The Proposal Opening shall be open to the Public. Proposals received after the due date and time shall be rejected. Offers by telegram, telephone, transmitted by facsimile (FAX) machine or electronic mail (email) are not acceptable. No proposal may be withdrawn or modified after the time fixed for the opening of the RFP.

I. SCOPE OF SERVICES

GENERAL INFORMATION

The City of Tampa's Housing and Community Development (HCD) Division seeks to support the development of multi-family housing to address the needs outlined in the City's Consolidated Plan.

The low-income housing tax credit (LIHTC) program is the federal government's primary policy tool for encouraging the development and rehabilitation of affordable rental housing. The program awards developers federal tax credits to offset construction costs in exchange for agreeing to reserve a certain fraction of units that are rent-restricted and for lower-income households. There are two types of LIHTCs available to developers. The so-called 9% credit is generally reserved for new construction and is intended to deliver up to a 70% subsidy. The so-called 4% credit is typically used for rehabilitation projects utilizing at least 50% in federally tax-exempt bond financing and is designed to deliver up to a 30% subsidy.

The 9 percent LIHTC plays a vital role in the production and rehabilitation of affordable rental housing across the United States and is considered to be an extremely successful and efficient method for facilitating the production and rehabilitation of affordable housing. On average, 50 percent of the total financing for 9 percent LIHTC projects comes from equity derived from the credit. Many states have used the 9 percent LIHTC as their primary tool to facilitate the production and rehabilitation of affordable rental housing. In areas with high area median incomes and high rents, the 9 percent LIHTC can effectively create new and preserve existing rental housing with below-market rents. Because of the higher incomes in these areas, LIHTC developments are financially feasible since LIHTC rents, while below-market, are tied to the AMI of the metropolitan area and as such will be higher in these areas than in areas with lower median incomes, leading to better cash flows for the property.

Under this RFP, the City of Tampa is seeking to award Local Government Area Opportunity (LGAO) funding in an amount not to exceed the Minimum required by FHFC. For purpose of this RFP please assume \$750,000; however, the actual award will not exceed FHFC minimum.

The City of Tampa may provide a letter of support and a financial commitment to proposed development projects that address the need for affordable housing while de-concentrating areas of poverty, affirmatively further Fair Housing and Housing Choice objectives, meets one or more of the goals and objectives of the City's Consolidated Plan and effectively achieves the essential elements for consideration noted below.

The City will provide HOME or SHIP funds to support the selected project(s). There will be only one selection for the 9% tax credit application. Applicants not selected may be considered for the 4% tax credit application.

The letter of support will be valid for the current Florida Housing Finance Agency Tax Credit and Bond applications due on or before August 31, 2021. The letters of commitment will be valid for one year from the date of issuance and may be renewed at the City's discretion. During the one-year period a formal agreement must be negotiated and approved by the City Council.

ESSENTIAL ELEMENTS FOR CONSIDERATION

Following are essential elements that are strongly recommended to be considered in the design of this development.

- Demonstrated history of the applicant team in effectively dealing with regulatory compliance associated with the use of federal and/or state housing-related funds, especially HOME or SHIP program funds.
- Inclusion of a preliminary environmental review.
- Evidence that the affected community has successfully been engaged in the development process.
- Estimate of the total project cost, including design, planning, hard and soft construction cost, property acquisition, infrastructure, furniture, fixtures and contingencies, etc.
- A narrative description of the project to include the following information:
 - Population to be served.
 - Project benefits (i.e. # of affordable housing units, increase in tax base, job creation, green building elements, handicap accessibility, homeless units set aside, etc.).
 - Status of funding commitments.
 - Project timeline (completion and lease-up). Include all key dates, including anticipated timing of permits and credit underwriting, Housing Credit closing date, completion of construction, rent up, and stabilization.
- A detailed description of the nature of the project to be constructed and/or rehabbed, including acres, square feet, number of stories, number of units, unit size, amenities, etc.
- General site plan showing building positioning on site, right-of-way ingress, egress, access points and circulation, location of nearest bus stop and transit routes.
- Demonstration that the land use designation and zoning district allow for the project being contemplated for development.
- Map showing other affordable housing projects in the area within a 5-mile radius.
- Renderings and photos of the proposed project.

It is understood that the project proposed has not yet been fully developed; we are seeking concise documents that provide the pertinent information. The proposal should provide sufficient information to enable the City to assess how well the project will meet the goals outlined in the City's Consolidated Plan and community's needs. Each Application shall be reviewed for feasibility and ability of the Applicant to proceed with construction of the Development.

SITE CONSIDERATIONS

The Development should be sensitive to, and compatible with, the surrounding neighborhoods in both design and scale, while achieving the optimized housing goals and community benefits. The development must also comply with all land use, zoning, comprehensive plan, and future land use designations. Amenities for bicyclists and pedestrians to connect to HART's transit system is highly encouraged.

PROCESS

The City seeks developers, development firms, and development teams to submit sufficient information to enable the City to select qualified development entities. These developers may be invited to participate in a secondary proposal presentation process to enable a final selection.

Community engagement with regular updates is required. Employment Business Opportunities and commitments as a part of the development and build process is strongly encouraged.

The City of Tampa shall review and provide a recommendation to the City Council for approval of the selected development plan prior to the selected Developer proceeding to the development stage.

SUSTAINABLE DEVELOPMENT

The selected developer acknowledges and agrees that it will comply with the City of Tampa's rules, regulations, and ordinances pertaining to constructing sustainable buildings that conserve the community's natural resources, save taxpayer dollars, reduce operating expenses, and create a healthier built environment for employees, tenants, and visitors. The Development must be designed to achieve LEED Silver, with possible substitution for comparable standards as appropriate.

The City of Tampa is building toward a more resilient and sustainable future; therefore, it is expected that the housing units will incorporate energy efficiency measures and the design will encourage recycling, gardening, composting, and a healthy lifestyle. This development should be not only transformational in its appearance and uses but also transformational in the equity/wealth of the residents and the area.

ROLE OF THE DEVELOPER

The selected developer must:

- Assume overall responsibility for implementation of the development
- Recommend the property disposition with supporting rationale
- Make provision for meaningful performance and completion guarantees
- Design and construct the project(s) in accordance with the terms and specifications presented by the City and memorialized in a Development Agreement
- Pay damages if the project(s) are not completed on the timelines memorialized in the Development Agreement
- Maintain appropriate insurance policies at levels specified in the Development Agreement which must name the City as an additional insured and indemnify the City.

II. EVALUATION OF PROPOSALS

The City will be under no requirement to complete the evaluation by a specific date and reserves the right to cancel, suspend, or postpone the evaluation process due to budget constraints, time

constraints, or other factors as directed by the City. It is anticipated that the review/evaluation process will be completed in a timely manner.

A Proposal Evaluation Committee will be established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct an evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP.

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

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

A. SELECTION CRITERIA AND POINTS

| CRITERIA | POINTS |
|--|-------------------|
| Organizational Capacity | 20 points |
| Environmental Review | 15 points |
| Project Description | 20 points |
| Project Readiness/Program Implementation Schedule | 15 points |
| Matched and Leveraged | 10 points |
| Budget | 20 points |
| WMBE/SLBE Participation | 20 points |
| Bonus Points for Being in East Tampa CRA | 10 points |
| TOTAL POINTS | 130 points |

SUBMISSION REQUIREMENTS

All responses to this RFP must include the following:

1. Cover Letter/Concept Proposal (Threshold): An introductory cover letter signed by Respondent, identifying the lead firm, the primary contact mailing address, email and phone number. The cover letter must also include:
 - a. The lead firm's Federal Taxpayer Identification Number
 - b. Type of Organization. (Sole Proprietorship, General Partnership, Limited Partnership, Corporation, Subchapter S Corporation, Limited Liability Company, Joint Venture, Trust, etc.) and Date Organization established.
 - c. List of Florida Counties where Developer is licensed and/or has done business during the previous five (5) years.
 - d. A statement that the respondent has reviewed this RFP including a list of all specific addendums that the City may subsequently issue.

2. Organizational Capacity

- a. Describe anticipated team structure and staff.
- b. Identify key project management and planning team members.
- c. Describe the specific role/responsibility each would play in the project as well as experience these individuals have in similar projects.
- d. Describe your staff and team's capacity to complete similarly sized projects in a timely and efficient manner, while providing high quality workmanship and organization. Provide client references.
- e. Provide resumes of key personnel of the team.
- f. Identify current and previous development experience of the team in regard to comparable developments in size, magnitude and use. This information should include project descriptions, photos, renderings or plan copies (if available), dates completed, proposer's role, financing sources, duration of development process and other key information.

3. Environmental Review

An environmental review is the process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for all HUD-assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users.

- a. Identify if any potential environmental impacts exist that may delay the development of implementing the project.

4. Project Description

- a. Respondent should describe its approach to managing the planning, design approvals, financing, phasing, development, construction, and operation of other similar development projects.
- b. Include preliminary development concepts for the site.
- c. Describe sustainable construction practices that you will/do follow.
- d. Describe your marketing plan.
- e. Describe additional energy savings designs, systems and/or equipment that will be incorporated into your project that are not included in the LEED Silver requirements.
- f. If available, include existing renderings of model homes proposed to be used for the project.

5. Project Readiness/Program Implementation Schedule

- a. Provide an estimated project schedule that includes design phase, city approvals, financial closings, site work, construction, lease up schedule for rental units and absorption for for-sale units.
- b. Identify any barriers to implementing the project and how these barriers will be overcome or eliminated.

6. Financial Capacity

- a. Describe the financial capacity in place to undertake the development activities contemplated in this RFP. While a price proposal is not required at this stage, respondent should provide evidence and supporting documentation of the development team's financial condition and capability to finance the proposed development.
- b. The City will be interested in financial resources used for similar past projects, financing sources, and capital stack of past projects, as well as experience developing affordable housing.
- c. The Proposer must include a preliminary financing plan showing the budget for the proposed development.
- d. The Proposer must include match and leverage identified for the proposed development.

7. WMBE and SLBE Evaluation Points

- a. A maximum of twenty (20) rating points may be awarded when the Proposer is a City of Tampa Certified WMBE firm deemed underutilized within the Industry category established by the RFQ.
- b. A maximum of fifteen (15) rating points may be awarded when the Proposer is a City of Tampa certified SLBE with meaningful participation by City certified WMBE/SLBE sub-contractors/consultants.
- c. One to Fifteen (1-15) rating points may be awarded when the Proposer is not a City of Tampa certified WMBE/SLBE prime contractor but utilizes either Underutilized 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.
- d. A maximum of seven (7) "discretionary" rating points may be awarded when the Proposer provides WMBE/SLBE participation from an external agency recognized by the City. Discretionary points may be awarded for ancillary participation (see definition). The point values for ancillary participation may be subordinate to weighted values outlined in categories a, b and c above.

8. Community Engagement

- a. Describe the process used for informing the community of your proposed design and obtaining community support for your proposed development.
- b. Describe the process you will use to keep the community informed of progress through the development process.
- c. Identify existing activities or participation with other agencies or organizations that operate in the area surrounding the site.
- d. Describe how the proposal will create minority employment opportunities.
- e. Describe how your proposal will continue community engagement during the post construction phase the development process.

NOTE: *WMBE participation is narrowly tailored (per policy) to target underutilization of affected groups in specific trade/industry categories. Any WMBE/SLBE achievement that was not designated on MBD Form 70 is considered ancillary. Ancillary participation may be counted with overall participation and credited to your rating points when underutilization criteria are met.

The maximum number of points available for WMBE and/or SLBE participation will not exceed a total of twenty (20) points.

The evaluation process of WMBE and SLBE participation will be evaluated by the City of Tampa's Equal Business Opportunity Department Office. The Selected developer will be required to execute MBD Form 40 (Letter of Intent-LOI) with their subcontractors/sub-consultants prior to award.

III. EVALUATION/SELECTION PROCESS

A. INTRODUCTION

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee. The committee will be comprised of appropriate City personnel from multiple departments and members of the community, with the appropriate experience and/or knowledge, striving to ensure that the Committee is balanced with regard to race, ethnicity, and gender.

It is the Proposer's responsibility to ensure that the proposal is complete. Proposals will be scored based on point totals and not a percentage factor. Contract award will be based on Technical Quality.

PROPOSAL EVALUATION

The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Evaluation Criteria listed below. The criteria are itemized with their respective weights for a maximum total of 130 points. The scores will be evaluated based on the best rated proposal providing the highest quality of service to the City of Tampa; scores in clusters; significant breaks in scoring; and/or maintaining competition.

If the Evaluation/Selection Committee chooses to request oral presentations, then the Proposers on a short list will be contacted and scheduled for oral presentations by the Evaluation/Selection Committee. Upon completion of the oral presentations, the Committee may re-evaluate, re-rate, and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

See Scoring Criteria Table on next page.

| Scoring Criteria | Max Points available | Points awarded | Comment |
|--|----------------------|----------------|---------|
| A. Organizational Capacity <i>(Maximum of 20 points)</i> | | | |
| • Management Team | 5 | | |
| • Grant administration capabilities | 5 | | |
| • Organizational History of Providing Affordable Housing | 5 | | |
| • Experience Working on HUD Funded Program | 5 | | |
| B. Environmental Review <i>(Maximum of 15 points)</i> | | | |
| • Environmental Review Complete No Issues (no further action required) | 10 | | |
| • Environmental Review Mitigation Needed | 5 | | |
| C. Project Description <i>(Maximum of 20 points)</i> | | | |
| • Describe the project | 2 | | |
| • Population Served | 3 | | |
| • Project Benefits (job creation, homeless set-aside, increase tax base, handicap accessibility, green building) | 10 | | |
| • Project is located near essential amenities | 5 | | |
| D. Project Readiness/Program Implementation Schedule <i>(Maximum of 15 points)</i> | | | |
| • Schedule is feasible and reasonable | 5 | | |
| • Zoning/land use | 5 | | |
| • Schedule fits with funding cycle | 5 | | |
| E. Matched and Leveraged <i>(Maximum of 10 points)</i> | | | |
| • In comparison other applications | 10 | | |
| F. Budget <i>(Maximum of 20 points)</i> | | | |
| • Cost Per unit | 5 | | |
| • Funding Status (Percentage committed) | 10 | | |
| • Supporting documentation to justify Funding status | 5 | | |
| G. WMBE/SLBE Participation | 20 | | |
| H. Bonus Points projects located in the East Tampa CRA | 10 | | |
| Total Score | 130 | | |

IV. SUBMITTAL REQUIREMENTS

A. THRESHOLD REVIEW CHECKLIST

The Growth & Development Department utilizes standards set out in its Threshold Review Checklist to evaluate the proposals submitted by each Developer and assess the Developer's standing and status to carry out work.

Listed below is the Threshold Review Checklist. This checklist will be used to evaluate the following information:

- Are you or any member of your team on the following lists?
 - Federal Government's list of "Excluded Parties"
 - City's list of Barred Companies
 - State of Florida's suspended vendors list or scrutinized vendors list, convicted vendors list, or discriminatory vendor list
 - Federal debarred and suspended lists
- Does your Company or any member of your team have any outstanding complaints on workmanship issues? Please explain in detail.
- Has your Company or any member of your team ever performed any repair or construction work for employees of the Growth & Development Department during the time the employee is/was assigned to the Growth & Development Division? **Please disclose any and all details of such activities.**
- Have you or any of your Company's employees ever been convicted of a felony or are now under charges for any offense? **Please provide all details.**

COMPANY OWNERSHIP INFORMATION

- List of all Principals or Organization Chart. (Ownership Information – Partners – Stockholders and % of Business Owned by each.).
- Developer EEO Information – is required to comply with Federal and City of Tampa Equal Employment Opportunity Requirements. Please indicate whether or not 51% or greater of the firm is owned by a Female, Black, Hispanic, American Indian, Asian or Other Minority Designation recognized by the Federal Government. Date Organization established under present name, and list of any former business names, if applicable, during the previous five (5) years.
- Parent Company information, if applicable.
- If "Yes" to any of the four questions below, please provide detailed information:
 - Have you or any of your affiliates ever filed for bankruptcy?
 - Do you have any judgments, liens, or pending lawsuits?
 - Have you or any of your business affiliates discontinued business operations with outstanding debts?
 - Have you been a principal in any other entities over the last five (5) years?

REFERENCES

- List your projects completed within the past five (5) years to include: Location, and Total Development Cost

- List of sub-contractors and material suppliers you work with on a regular basis: Include the Firm name, Address, Subcontracting Firm Contact Name with Telephone and Fax Number. (Indicate any WMBE and /or SLBE certification(s) where applicable)

NOTE: Both local references and references from outside the Tampa Bay area may be verified.

ADDITIONAL FINANCIAL INFORMATION

The City reserves the right to request a detailed statement of the Developer's Financial Resources, to the extent necessary to establish the company's ability to carry on the proposed work, if it sees fit to do so.

V. PROJECT PROPOSALS

A. SUBMITTAL FORMAT REQUIREMENTS

- Proposals should be prepared simply and economically, providing a straightforward, concise description of the Developer's ability to fulfill the requirements of the RFP.
- Proposals are to be submitted in a typed format.
- All documents that must be executed by the Developer must be executed in [blue ink](#).
- Proposal and the required copies shall be in three (3) ring binders only (No Staples), pages must be single sided and identified with page numbers. Failure to follow these instructions could result in your proposal being disqualified.**

The Proposer shall provide the following:

One (1) original proposal marked "ORIGINAL". The original proposal is the City's official record and recording of the proposal being submitted and one (1) electronic copy on 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.

Five (5) 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.

SUGGESTED GUIDELINES FOR PREPARING PROPOSAL

- Verify that your proposal is complete and that you have completely responded to all proposal items and compliance documents in the RFP.
- Make sure your proposal is well-organized and easy to read.
- Responses to questions should be brief and concise.

REQUIRED DOCUMENTS FOR SUBMITTAL

1. Uniform Review: In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the following manner and identified with tabs:

Please place each attachment in a numbered tab.

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

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

Tab #

1. Developer Experience and Capacity including at a minimum Tax credit projects complete last 5 years, history with FHFC applications, diversity that exists in the community for development.
2. Site info including at a minimum Folio numbers, acreage, current use, description of submarket
3. Map showing Project site in proximity to other Affordable Housing, Transit, Schools, Community Services, Employment centers.
4. Conceptual Site Plan and Elevations
5. Summary of due diligence such as Environmental, Geotech, Title, Survey, Drainage
6. Project description including at a minimum: unit types, bldg. types, amenities, green features, M/WBE, community partnerships, populations served, community benefits, neighborhood impact, funding request.
7. Schedule through Stabilized operations
8. Proof of Site Control – **THRESHOLD**
 - a) Site Control must be demonstrated by the APPLICANT:
 - b) Eligible Contract
 - c) Deed or Certificate of Title
 - d) Lease
 - e) Provide evidence of Site Control
9. Proof of Zoning – **THRESHOLD**
 - a) Is the site appropriately zoned for the proposed Development: No ___ Yes ___?
 - b) Indicate zoning designation (s)
 - c) Current zoning permits units per acre, or for the site.
 - d) Total Number of Units in Development:
10. Financial model showing at a minimum: Rental rates, AMI levels, ancillary income, vacancy loss rate, operating expenses, Net Operating Income, Sources and Uses, 15-year operating proforma.
11. Project summary to include project name, number of affordable units, project address, cost per unit, other public funds, proposer funding(leverage/match) and total project cost.
12. Letter of interest from Tax Credit Syndicator and First Mortgage Lender

Note: Provide evidence that the proposed use is permitted.

END OF PROPOSAL CONTENT

VI. GENERAL CONDITIONS

A. GENERAL INFORMATION

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

Addendum and Amendment to RFP. If it becomes necessary to revise or amend any part of this RFP, the City will provide notification of the addendum to all prospective Proposers who received the initial RFP. The City will not accept incomplete RFP responses.

It will be the responsibility of the Developer to contact the City prior to submitting their proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return the executed addenda with the RFP response.

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 Developers 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 Developer is asserting that certain information in its Proposal is confidential and/or proprietary and/or exempt from public disclosure, then the Developer is required to do the following: (1) identify, with specificity, the information which the Developer 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 Developer'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 Developer's name and the Proposal number marked on the outside, and (4) specifically cite the applicable Florida Statute(s) and/or Federal Law 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 Developer's confidential/proprietary/exempt information must be submitted with the Developer's other Proposal documents. Developer is advised that failure to follow the aforementioned instructions may result in Developer's alleged confidential/proprietary/exempt information being disclosed to the public. 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 Developer may be challenged in court by any person or entity. By designation of material in your Proposal submittal as exempt from public disclosure, Developer 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 Developer'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. Developer'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".**

- i. 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.
- ii. 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.
- iii. The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, Successful Developer agrees to comply with Florida's Public Records Law, including the following:
 - a. Successful Developer shall keep and maintain public records required by the City to perform the services;
 - b. Upon request by the City, provide the City with copies of the requested records, having redacted records in total 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;
 - c. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion (or earlier termination) of the contract if Contractor/Awardee/Successful Developer does not transfer the records to the City;
 - d. Upon completion (or earlier termination) of the contract, Successful Developer shall within 30 days after such event either transfer to the City, at no cost, all public records in possession of the Contractor/Awardee/Successful Developer or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Successful Developer transfers all public records to the City upon completion (or earlier termination) of the contract, Successful Developer shall destroy any duplicate records that are exempt or confidential and exempt from

public records disclosure requirements. If Contractor/Awardee/Successful Developer keeps and maintains public records upon completion (or earlier termination) of the contract, Successful Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

- e. The failure of Successful Developer to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above shall be grounds for immediate unilateral termination of the contract by the City; the City shall also have the option to withhold compensation due Successful Developer until records are received as provided herein.
- f. **IF SUCCESSFUL DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-274-8351, 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 proposal, under Section III, Content of Proposal, Tab 2.

CITY OF TAMPA ETHICS CODE

The Developer 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 Developer responding to this Request for Proposal acknowledges and understands that the City's Charter and Ethics Code prohibit any City employee from receiving any substantial benefit or profit out of any Contract or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such Contract or obligation. The Developer shall ensure that no City employee receives any such benefit or interest as a result of the award of this Request for Proposal. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d))
- **Please note that the City's Ethics Code may be accessed on the Internet by utilizing the website link: <http://www.tampagov.net/human-resources/info/lobbyist-information> or can be found in the City of Tampa's municipal codes published online by the Municipal Code Corporation at the website link: https://www.municode.com/library/fl/tampa/codes/code_of_ordinances.** Printed copies of the Ethics Code can also be obtained from the City Clerk's Office for a fee of \$0.15 cents a page.

WMBE PARTICIPATION

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 Equal Business Opportunity Office website at <http://www.tampagov.net/ebo>. 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.

NOTE: In accordance with the Equal Business Opportunity Program Chapter 26.5, City Code, The City of Tampa's WMBE policies are narrowly-tailored to identify **underutilized** WMBEs by Industry Category. Proposers who are certified within the **underutilized** category for the work/scope detailed herein or subcontract with firms that are certified within the **underutilized** category will be eligible for weighted points in the selection process. Refer to **MBD Form 70** to identify **underutilized** WMBEs by Industry Category and Section 4. Evaluation of Proposals for the WMBE Participation scoring criteria for this RFP. **For this RFP the underutilized WMBE Industry Categories are Construction and Construction-Related Services.**

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 Equal Business Opportunity Office website at <http://www.tampagov.net/ebo>. 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.

NOTE: In accordance with the Equal Business Opportunity Program, Chapter 26. 5, City Code, SLBE vendors are eligible for weighted points in the selection process. Refer to Section 4. Evaluation of Proposals for the SLBE participation scoring criteria for this RFP.

INCURRED EXPENSES

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

PROPOSALS BINDING

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

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.

COMPLIANCE WITH LAWS

The Developer 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 Developer 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.

CONTRACT 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.

EMPLOYEE VERIFICATION

In accordance with Section 448.095, Florida Statutes, the Successful Developer agrees to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the award/contract for the services specified in the award/contract. The Successful Developer must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the award/contract term. If the Successful Developer enters into a contract with a subcontractor, the subcontractor must provide the Successful Developer with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Successful Developer shall maintain a copy of such affidavit for the duration of the award/contract. If the City has a good faith belief that the Successful Developer has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate the Contract with the Successful Developer, and the Contractor may not be awarded a contract with the City for at least 1 year after the date on which the award/contract was terminated. The Successful Developer is liable for any additional costs incurred by the City as a result of the termination of the award/contract. If the City has a good faith belief that a subcontractor knowingly violated the law, but the Successful Developer has otherwise complied with the law, the City shall promptly notify the Successful Developer and order the Successful Developer to immediately terminate the award/contract with the subcontractor.

INDEPENDENT CONTRACTOR STATUS

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

SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits state agencies and departments, and local government entities from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in 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 Successful 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 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 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 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.

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)]

NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT

The following provisions are hereby incorporated into any contract executed by or on behalf of the City of Tampa (City).

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

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

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

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

For additional information contact the Equal Business Opportunity Department Office at 813/274-5543 or 813/274-5512 or <http://www.tampagov.net/ebo>.

ASSIGNMENT AND SUB-CONTRACTING

No Successful Developer shall assign the award or any rights or obligations there under without the written consent of the City. In the event of such approved Sub-Contracting, the Successful Developer 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 All Sub-Contractors/Consultants/Suppliers to be Utilized MBD 20)

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

Subcontractor shall be defined as: a business enterprise, firm, partnership, corporation, consultant or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the City/City'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 City/City's representative. A Supplier may be a regular dealer, distributor or manufacturer.

QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

To ensure fair consideration for all Developers, the City prohibits prospective Developers' 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 (10) days prior to the RFP opening date and time.

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 Developer. 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.

Note: All questions received via email regarding the RFP will be addressed by the City and answers will be provided by addendum. The City reserves the right to notify the Developer by addendum that the City will no longer allow additional questions regarding the RFP.

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 Developer or Developer, 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.

PROPOSER'S CRIMINAL HISTORY SCREENING PRACTICES

Per City of Tampa Code of Ordinances, Section 2-284, Developers are requested to provide requested to provide information as to whether Developer has criminal history screenings similar in nature to the practices 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

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

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

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

INDEMNIFICATION.

The Contractor/Successful Proposer/Successful Developer/Firm (collectively the "Firm") releases and agrees to defend, indemnify and hold harmless the City of Tampa, its officers, elected and appointed officials, and employees from and against any and all liabilities, claims, suits, damages, charges, or expenses (including attorney's fees, whether at trial or appeal) which the City may suffer, sustain, incur, or in any way be subjected to by reason or as a result of any act, negligence, or omission on the part of the Firm, its agents or employees, in the execution or performance of the obligations assumed under or incidental to, the Award/Contract/Agreement (collectively the "Agreement") into which the Firm and the City will enter, except when caused solely by the fault, failure, or negligence of the City, its agents, or employees. Where the Agreement is for a construction contract for the City, this Section shall be limited to the provisions of Section 725.06, Florida Statutes, with the greater of \$1 Million Dollars or a sum equal to the total contract price set as the monetary limitation on the extent of the indemnification.

Z. INSURANCE.

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

END OF GENERAL CONDITIONS

INFRASTRUCTURE PLANNING

Wastewater - Wastewater service is provided by the City of Tampa.

Potable Water - Potable water service is provided by the City of Tampa. Tampa's potable water is primarily supplied by the David L. Tippin Water Treatment Facility. The existing water usage in the study area is approximately 248,000 gallons per day. The existing 24" water main that provides water services to the study area appears to have ample capacity for the redevelopment. Depending on the final location of the development within the area, some distribution improvements may be necessary.

Stormwater - There are significant existing stormwater management facilities located onsite, including large conveyance pipes and a stormwater pond. The project must meet water quality treatment and attenuation requirements for redevelopment and demonstrate no adverse offsite flooding impacts.

Natural Gas - Natural Gas is available throughout the study area through TECO Peoples Gas, with a major trunk line running along W Main St. North Boulevard Homes is currently served by a

master meter and all internal piping beyond the meter is the responsibility of the Tampa Housing Authority.

VII. FORMS

The following pages are required forms mentioned in this Request for Proposal. The following are the list of forms that are required for submission for the Request for Proposal.

- Applicant Affidavit and Proposal Signature Form
- Proposal Signature Form
- DMI Forms (1 through 4)
- Official Letter of Intent
- MDB Form-70
- Conflict of Interest Disclosure Form

The remainder of this page is left blank intentionally.

APPLICANT AFFIDAVIT AND PROPOSAL SIGNATURE FORMS

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

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 Developer in the matter at hand, as follows:

1. That the Developer, if a natural person, is of lawful age.
2. That if the Developer 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 Developer is operating under a fictitious name, Developer 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 Developer 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 Developer 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 Developer 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 Developer. The contract let under such circumstances shall be deemed invalid.
6. That the Developer 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 Developer; nor does the Developer know of any City officer or employee having any financial interest in assisting the Developer to obtain, or in any other way effecting, the award of the contract to this Developer.

FURTHER AFFIANT SAYETH NOT.

Developer: Complete the applicable acknowledgement for an Individual Acting in His/Her Own Right or an Entity (by type):

FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT

State of _____
County of _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization 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 AN ENTITY

State of _____
County of _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this ____ day of _____, 20____, by _____, as _____, of _____ a Partnership, Joint Venture, Corporation, Joint Venture, Limited Liability Company (LLC) or Other _____, on behalf of such entity. Such individual is personally known to me or has produced identification.

Type of identification produced: _____

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

SUB-CONTRACTING FORMS AND PAYMENT FORMS

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

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

Contract No.: 21-P-00746 Contract Name: Low-Income Housing Tax Credit (LIHTC) Program TAX CREDIT APPLICATION

Company Name: _____ Address: _____

Federal ID: _____ Phone: _____ Email: _____

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

No Firms were contacted or solicited for this contract.

No Firms were contacted because: _____

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

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

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

| S = SLBE W=WMBE O = Neither | Company Name Address Phone, Fax, Email | Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian | Trade or Services | Contact Method L=Letter F=Fax E=Email P=Phone | Quote or Response Received Y/N |
|-----------------------------------|--|---|-----------------------------|--|--|
| | | Federal ID | NIGP Code (listed above) | | |
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Failure to Complete, Sign and Submit
this form with your Bid or Proposal
Shall render the Bid Non-Responsive
(Do Not Modify This Form)

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

Signed: _____ Name/Title: _____ Date: _____

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 (GFCEP) 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.: 21-P-00746 WO#, (if any): _____ Contract Name: Low-Income Housing Tax Credit (LIHTC)

Program TAX CREDIT APPLICATION

Contractor Name: _____ Address: _____

Federal ID: _____ Phone: _____ 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 | | | Amount Pending Previously Reported | Sub Pay Period Ending Date |
| []Sub []Supplier | | | | |
| Federal ID | | | | |
| | | | \$ | \$ |
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(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: _____

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.



Good Faith Effort Compliance Plan (GFCEP) Guidelines

for Women/Minority Business Enterprise\Small Local Business Enterprise Participation City of Tampa - Equal Business Opportunity Program

(Form MBD 50 – detailed instructions on page 2 of 2)

Contract Name _____ Bid Date _____

Bidder/Proposer _____ Signature _____ Date _____

The Compliance Plan with attachments is a true account of Good Faith Efforts (GFE) made to achieve the participation goals as specified for Women/Minority Business Enterprises/Small Local Business Enterprises (WMBE/SLBE) on the referenced contract:

- WMBE/SLBE participation **Goal is Not Specified for this Solicitation** however participation is aspirational and GFCEP is required.
- WMBE/SLBE participation **Goal is Met or Exceeded** (refer to Goal-Set Form MBD-90).
- WMBE/SLBE participation Goal is **Not Fully Achieved** (refer to Goal-Set Form MBD-90).

For each checkbox above Bidders/Proposers shall submit DMI Forms 10 and 20 which accurately report all subcontractors solicited and all subcontractors to-be-utilized. The following list is an overview of the required baseline GFCEP action steps for all bids/proposals. Furthermore, it is understood that these GFCEP requirements are weighted in the compliance evaluation based on the veracity and demonstrable degree of documentation provided with the bid/proposal:

(Check applicable boxes below - Must enclose supporting documents accordingly with Qualifying Remarks)

- (1) Solicited through reasonable and available means the interest of WMBE/SLBEs that have the capability to perform the work of the contract. The Bidder or Proposer must solicit this interest within enough time to allow the WMBE/SLBEs to respond. The Bidder or Proposer must take appropriate steps to follow up initial solicitations with interested WMBE/SLBEs. See DMI report forms for subcontractors solicited. See enclosed supplemental data on solicitation efforts.
 - Qualifying Remarks
- (2) Provided interested WMBE/SLBEs with adequate, specific scope information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the requested scope identified by bidder/proposer for the solicitation. See enclosed actual solicitations used.
 - Qualifying Remarks
- (3) Negotiated in good faith with interested WMBE/SLBEs that have submitted bids (e.g. adjusted quantities or scale). Documentation of negotiation must include the names, addresses, and telephone numbers of WMBE/SLBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with WMBE/SLBEs to perform the work. Additional costs involved in soliciting and using subcontractors is not a sufficient reason for a bidder/proposer's failure to meet goals or achieve participation, as long as such costs are reasonable. Bidders are not required to accept excessive quotes in order to meet the goal.
 - DMI Utilized Forms for sub-(contractor/consultant) reflect genuine negotiations This project is an RFQ/RFP in nature and negotiations are limited to clarifications of scope/percentages, specifications, qualifications and subs fee schedules. See enclosed documentation.
 - Qualifying Remarks
- (4) Not rejecting WMBE/SLBEs as being unqualified without justification based on a thorough investigation of their capabilities. The WMBE/SLBEs standing within its industry, membership in specific groups, organizations / associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the goals.
 - Not applicable. See attached justification for rejection of a subcontractor's bid or proposal. Qualifying Remarks
- (5) Made scope(s) of work available to WMBE/SLBE subcontractors and suppliers; and, segmented portions of the work or material consistent with the available WMBE/SLBE subcontractors and suppliers, to facilitate meeting the goal. In addition, Sub-Contractors could bid on their own choice of work or trade without restriction to a pre-determined portion. See enclosed comments. Qualifying Remarks
- (6) Made good faith efforts, despite the ability or desire of Bidder/Proposer to perform the sub-tasks of a contract with its own forces/organization. A Bidder/Proposer who desires to self-perform the sub-tasks of a contract must demonstrate good faith efforts if the goal has not been met. Sub-Contractors were not prohibited from submitting bids/proposals and were solicited on work typically self-performed by the prime. Qualifying Remarks w/Documents
- (7) Segmented the portions of the work to be performed by WMBE/SLBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units (quantities/scale) to facilitate WMBE/SLBE participation, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces. Sub-Contractors could bid on their own choice of work or trade without restriction to a pre-determined portion. Sub-Contractors were not prohibited from submitting bids/proposals and were solicited on work typically self-performed by the prime. See enclosed comments. Qualifying Remarks

- (8) Made efforts to assist interested WMBEs/SLBEs in obtaining bonding, lines of credit, or insurance as required by the City or contractor.
 See enclosed documentation on initiatives undertaken and methods to accomplish. Qualifying Remarks
- (9) Made efforts to assist interested WMBEs/SLBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, including participation in an acceptable mentor-protégé program. See enclosed documentation of initiatives and/or agreements. Qualifying Remarks
- (10) Effectively used the services of the City and other organizations that provide assistance in the recruitment and placement of WMBEs/SLBEs.
 See enclosed documentation of services engaged. Overview (attached) of tactical actions and resources employed toward recruitment

Note: Any unsolicited information in support of your Bid/RFP Compliance must accompany your submittal. Identify Information Submitted

Participation Plan: Guidance for Complying with Good Faith Efforts Outreach

1. All firms on the WMBE/SLBE Goal Setting List must be solicited and documentation provided for email, fax, letters, phone calls, and other methods of outreach/communication with the listed firms. The DMI Solicited and DMI-Utilized forms must be completed for all firms solicited or utilized. Other opportunities for subcontracting may be explored by consulting the City of Tampa EBO Office and/or researching the on-line Diversity Management Business System Directory for Tampa certified WMBE/SLBE firms.
2. Solicitation of WMBE/SLBEs, via written or electronic notification, should provide specific information on the services needed, where plans can be reviewed and assistance offered in obtaining these, if required. Solicitations should be sent a minimum of a week (i.e. 5 business days or more) before the bid/proposal date. Actual copies of the bidder's solicitation containing their scope specific instructions should be provided.
3. With any quotes received, a follow-up should be made when needed to confirm detail scope of work. For any WMBE/SLBE low quotes rejected, an explanation shall be provided detailing negotiation efforts.
4. If a low bid WMBE/SLBE is rejected or deemed unqualified the contractor must provide an explanation and supporting documentation for this decision.
5. Prime shall break down portions of work into economical feasible opportunities for subcontracting. The WMBE/SLBE directory may be useful in identifying additional subcontracting opportunities and firms not listed in the "WMBE/SLBE Goal Setting Firms List."
6. Contractor shall not preclude WMBE/SLBEs from bidding on any part of work, even if the Contractor may desire to self-perform the work.
7. Contractor shall avoid relying solely on subcontracting out work-scope where WMBE/SLBE availability is not sufficient to attain the pre-determined subcontract goal set for the Bid or when targeted sub-consultant participation is stated within the RFP/RFQ.
8. In its solicitations, the Bidder should offer assistance to WMBE/SLBEs in obtaining bonding, insurance, et cetera, if required of subcontractors by the City or Prime Contractor.
9. In its solicitation, the Bidder should offer assistance in obtaining equipment for a specific job to WMBE/SLBEs, if needed.
10. Contractor should use the services offered by such agencies as the City of Tampa Office of Equal Business Opportunity (EBO), Hillsborough County Entrepreneur Collaborative Center, Hillsborough County Economic Development Department's MBE/SBE Program and the NAACP Empowerment Center to name a few for the recruitment and placement of WMBEs/SLBEs.

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.



EBO Guidelines for Evaluation Points on Request for Proposals

Points are determined as follows (Requires Form 50-GFE):

| Points Pursuant to Designated Industry Category: <u>Professional Svcs</u> | | |
|--|--|---------------------|
| FORM MBD-71 | | |
| (Refer to MBD Form 70 and Form 50-GFE Outreach) | | |
| | Evaluation Criteria | Point Values |
| A. | Underutilized WMBE Firms participating as the Prime Contractor (City of Tampa Certified Only) | 20 |
| B. | City of Tampa Certified SLBE firms participating as the Prime Contractor, which include City of Tampa Certified WMBE/SLBE sub-(contractor, consultant) participation | 5 - 15 |
| C. | Non-City of Tampa Certified WMBE/SLBE Prime Contractor with meaningful sub-(contractor, consultant) participation by City Certified Underutilized WMBE and/or SLBE firms | 1 - 15 |
| D. | * External agency WMBE/SLBE/DBE certifications recognized by City of Tampa for designated RFP, RFQ, RFI solicitations | 0 – 7 |
| NOTE: The maximum points available for WMBE and/or SLBE participation will not exceed twenty (20) | | |

Points are determined as follows (Requires Form 50-GFE):

- A. A maximum of twenty (20) rating points may be awarded when the Proposer is a City of Tampa Certified WMBE firm deemed underutilized within the Industry category established by the RFQ.
- B. A maximum of fifteen (15) rating points may be awarded when the Proposer is a City of Tampa certified SLBE with meaningful participation by City certified WMBE/SLBE sub-contractors/consultants.
- C. One to Fifteen (1-15) rating points may be awarded when the Proposer is not a City of Tampa certified WMBE/SLBE prime contractor but utilizes either Underutilized 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.
- D. A maximum of seven (7) “discretionary” rating points may be awarded when the Proposer provides WMBE/SLBE participation from an external agency recognized by the City. Discretionary points may be awarded for ancillary participation (see definition). The point values for ancillary participation may be subordinate to weighted values outlined in categories A, B and C above.



EBO Guidelines for Evaluation Points on Request for Proposals

NOTE: *WMBE participation is narrowly tailored (per policy) to target underutilization of affected groups in specific trade/industry categories. Any WMBE/SLBE achievement that was not designated on MBD Form 70 is considered ancillary. Ancillary participation may be counted with overall participation and credited to your rating points when underutilization criteria are met.

The maximum number of points available for WMBE and/or SLBE participation will not exceed a total of twenty (20) points.

Such inclusion shall be clearly addressed and documented utilizing Forms MBD 10, 20 & 50. Proof of certification shall include copies of current certification certificates. In order to ensure the maximum points, a proposer must **clearly identify and quantify** its planned participation without ambiguity. Simply marking "To Be Determined" (TBD) will not satisfy this requirement and may receive significantly lower ratings. Finally, additional favorable consideration will be granted to the firm(s) that beyond all others, provide(s) the highest *relevant* and most binding participation.

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

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

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

ATTACHMENT C - CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member* or close personal relation** of an elected or appointed officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest***, etc., of their business.

**Immediate family* means spouse, parents and children of the person involved.

***Close personal relationship* means dating, cohabitation, and/or having an intimate sexual relationship. Dating includes but is not limited to casual dating, serious dating, or casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation, and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation of the employees involved. Persons involved in a close personal relationship shall be referred to as a "close personal relation."

****Controlling financial interest* means ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or such other interest or position in a business entity sufficient to allow him or her to control its operations.

Indicate either "yes" (a City employee, elected or appointed official is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____ NO _____

NAME(S) / POSITION(S)

FIRM NAME: _____

BY (PRINTED NAME): _____

BY (SIGNATURE): _____

TITLE: _____

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/Successful Proposer/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. 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 terminate the Agreement. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

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

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

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

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

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

E. 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.

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

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

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

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

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

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

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

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.