



**City of Tampa**  
*Jane Castor, Mayor*

**Purchasing Department**  
**Gregory K. Spearman, NIGP-CPP, CPPO, Director**  
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Tampa, Florida 33602

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FEBRUARY 10, 2023

## INVITATION TO BID

Sealed Bids for the furnishing of: **BID NO. 71031023, REPLACEMENT HOUSING** will be received by the Director of Purchasing, City of Tampa, until **3:00PM MARCH 10, 2023**, then be opened.

A **PRE-BID MEETING** will be held at **10:00AM, FEBRUARY 24, 2023**, at City of Tampa, Purchasing Department, 306 E. Jackson Tampa Florida 33602, 2<sup>nd</sup> floor to discuss the above referenced subject. **PLEASE BRING A COPY OF THIS BID TO THE PRE-BID MEETING.**

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

In accordance with the Americans with Disabilities Act ("ADA") and Section 286.26, Florida Statutes, persons with disabilities needing a reasonable accommodation to participate in these public hearings or meetings should contact the City of Tampa's ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted by phone at 813-274-3964, email at [TampaADA@tampagov.net](mailto:TampaADA@tampagov.net), or by submitting an ADA - Accommodations Request online form available at <https://tampagov.net/ADARequest>. Please note that the City of Tampa may not be able to accommodate any request received less than 48 hours before the scheduled hearing or meeting.

It is hereby made a part of this Invitation for Bid that the submission of any Bid in response to this advertised request shall constitute a Bid made under the same conditions for the same contract price and for the same effective period as this Bid to all public entities in Hillsborough County. (Attachment A, is enclosed with this package).

Attached are important instructions and specifications regarding responses to this invitation. **Failure to follow these instructions may result in your bid being disqualified.**

Questions regarding Vendor Registration, accessing bid documents or submission assistance within the GetAll system shall be emailed to [support@getall.com](mailto:support@getall.com). Reference Bid # and name in email subject line. Questions pertaining to the Bid document/specifications will be accepted up to six business days prior to the scheduled opening date and time and shall be submitted within the GetAll system. Per the City of Tampa's Communication Policy during any solicitation period including any protest and/or appeal, there should be no contact with City officials or employees, other than the Analyst, the Director of Purchasing or the Legal Department, permitted from any Bidder. 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.

Bids shall be accepted no later than the time and date specified on the **INVITATION TO BID**. The Bid Opening shall be thereafter and posted to GETALL. All bids received after the due date and time shall be rejected. **Offers by mail, hand delivery or express mail, email, telephone or transmitted by facsimile (FAX) machine are not acceptable.** All submittals are uploaded electronically into the GETALL system. **No file shall have a special character.** No bid may be withdrawn or modified after the time fixed for the opening of bids.

Electronic submittals shall be uploaded in the GetAll system via link [https://erfp.integratise.com/getall/registration\\_initial\\_tmp.asp?c=&p=71031023&d=03/10/2023](https://erfp.integratise.com/getall/registration_initial_tmp.asp?c=&p=71031023&d=03/10/2023). **To ensure that an electronic submittal is received by the opening date and time, it is recommended that the Bidder submit their documents with adequate time allowed prior to the deadline. Bidder shall receive an email confirmation of their bid submittal after clicking on the Confirm Bid button in the GetAll system. Bidder will only receive the confirmation email after submitting both pricing on the pricing page(s) and uploading all the required submittals. If Bidder doesn't receive an email, the Bidder should contact GetAll support at [support@getall.com](mailto:support@getall.com) to confirm their submittal was successful. The Bidder shall be responsible for confirming**

**that their submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.**

## **STATEMENT OF NO BID**

### **WE WANT YOUR FEEDBACK BECAUSE IT MATTERS TO US**

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

## **INSTRUCTIONS TO BIDDER**

City of Tampa bids are issued electronically via GetAll's system. Obtaining bids through GetAll will ensure that the Bidder will have the following capabilities: receipt of bid documents electronically, track the status of bid award activity, receive addenda, receive the results of bid awards and view plans and blueprints online electronically. Bidders who obtain specifications and plans from sources other than GetAll are cautioned that the bid packages may be incomplete. The City will not accept incomplete bids. Contact GetAll at [support@getall.com](mailto:support@getall.com) for more information.

The City is not responsible for errors and omissions occurring in the transmission or downloading of any bid documents, plans, or specifications from the GetAll system. GetAll has no affiliation with the City of Tampa other than as a service that facilitates communication and bid submittals between the City and its bidders. GetAll is an independent entity and is not an agent or representative of the City. Communications to GetAll does not constitute communications to the City. Contact GetAll at [support@getall.com](mailto:support@getall.com) for more information.

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

Bid tabulations (results) will be posted in the GetAll system and made available to bidders after the scheduled public opening of the sealed bids.

The bid documents contain a General Conditions Section and may, in most cases, contain a Technical Specification Section. General Conditions contain general requirements and Technical Specifications detail the scope of the goods and/or services requested. The Technical Specifications shall always govern whenever there appears to be a conflict. Bid prices shall always be submitted electronically via GETALL.

The Bidder shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

The Bidder is expected to carefully examine the entire bid package, including but not limited to all the provisions, terms, and conditions. **Failure to do so will be at the Bidder's risk.**

## **GENERAL CONDITIONS FOR REPLACEMENT HOUSING**

**1. SCOPE.** The City of Tampa, Housing and Community Development Department is seeking a qualified, licensed, insured and reliable general contractor to provide all materials and labor needed to build (two) single-family homes according to plans provided in this Invitation to Bid. The timeframe for completion of this project is six (6) months from executed contract with the homeowner and City of Tampa (a copy is attached). The City will evaluate partnering with a selected contractor in responding to Housing and Community Development's Replacement Home (SHIP) program RFP.

The Contractor shall have the capabilities to start and complete the (two) single-family homes simultaneously. Contractor must take into consideration all work involved with running (two) projects at one-time.

**1.1. CLASSIFICATION.** The classification shall be as contained in the technical portion of this specification listed herein below.

### **2. QUALITY ASSURANCE PROVISIONS**

**2.1. TEST AND INSPECTION.** It shall be the Contractor's responsibility to perform all of the tests and inspections required by this specification, unless otherwise stated in the contract. The City of Tampa Representative reserves the right to perform any of the tests and inspection requirements where said tests and inspections are needed to further determine compliance with this specification.

**2.2. QUALITY AND QUALITY CONTROL.** A system of test and inspection shall be used to ensure receipt of the quality and quantity of material(s)/service(s) purchased. Material(s)/service(s) will be promptly inspected and any discrepancies from the purchase order and/or the supplier's invoice shall be reported immediately to the Director of Purchasing.

### **3. CONTRACTOR LIABILITY**

**3.1. NEXT LOW BIDDER.** In the event of default by the Contractor, the City of Tampa reserves the right to utilize the next lowest Bidder as the new Contractor. In the event of this occurrence, the next lowest Bidder, if it wishes the award, shall be required to provide the bid items at the prices as contained on its bid pricing thru GETALL for this specification.

### **4. CONDITIONS**

**4.1. AUTHORIZATION.** All orders shall be placed via City of Tampa Purchase Orders, or as releases against a City of Tampa "Open" Purchase Order. **OFFICIAL AWARD WILL BE MADE BY CITY OF TAMPA PURCHASE ORDER ONLY.** As relating to the Government Purchasing Council of Hillsborough County, any member may place orders as dictated by its individual entity's preference.

**4.2. QUALITY.** The materials to be furnished shall be currently in production and shall be of the manufacturer's standard or better quality.

**4.3. ALTERNATE BIDS.** Bidder shall, as to each item, submit only one bid for the specified product/service. The offer of an alternate product/service for any item shall, for the purpose of evaluation of bids, be construed as a refusal to bid on the product/service specified.

The determination as to whether any alternate product/service bid is or is not equal to the product/service specified as a standard shall be made by the City, and such determination shall be final and binding upon all Bidders.

**4.4. PENALTIES.** The City of Tampa reserves the right to increase or decrease quantities shown without penalty.

**4.5. ADDITION/DELETION.** The City of Tampa reserves the right to add to or delete any item from this bid or resulting award when deemed to be in the best interest of the City of Tampa.

**4.6. SUBSTITUTION.** Contractor shall not substitute items for like items without the approval of the City Representative. Any violation of such procedures may result in a possible award cancellation. All approved substitutes shall be annotated as such on the Contractor's shipping document(s).

**4.7. BID PRICES.** Bid prices shall be firm and shall not be amended after the date and time of the bid opening. Any attempt by the Contractor to amend said bid prices shall constitute default as outlined in this specification.

Prices quoted shall include all shipping costs, shipped F.O.B. Tampa, Florida or to the facility location specified by the requestor or the purchase order.

All taxes of any kind and character payable on account of the work done and materials furnished under the award shall be paid by the Contractor and shall be deemed to have been included in the bid. The Laws of the State of Florida provide that sales tax and use taxes are payable by the Contractor upon the tangible personal property incorporated in the work and such taxes shall be paid by the Contractor and shall be deemed to have been included in the bid. The City is exempt from all state and federal sales, use, transportation, and excise taxes.

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Contractor shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the said City, its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the City, and any indemnified party. This provision shall survive the termination of this award and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law.

**4.8. BID EVALUATION.** The evaluation of bids and the determination as to equality of material(s)/service(s) offered shall be the responsibility of the City of Tampa and will be based on information furnished by the Bidder.

**4.9. ERROR IN BID CALCULATION.** In the event there shall be a discrepancy between the stated total bid and the corrected sum of the correct multiplication of the stated unit price and the quantity specified, the corrected sum shall be considered the bid price. Unit price prevails.

**4.10. BASIS OF AWARD.** The City of Tampa reserves the right to award this bid by aggregate total.

Award Criteria/Responsibility. The award will be made to the lowest responsive, responsible Bidder. To determine the responsibility of the monetary Bidder, the City may request and review documentation relative to the ability of the Bidder to satisfactorily perform the work specified in a first class manner as well as documentation of its experience; the financial condition of the Bidder from a current financial report and the Bidder's credit rating; whether the Bidder has ever been declared in default of an award; the Bidder's insurability, eligibility for bonding; and any/all pertinent information deemed necessary to determine said responsibility.

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

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

An award will be made, if at all, within 120 days after opening of the bids.

The Bidder if selected, will be required to execute an agreement in the form attached hereto with content acceptable to the City.

**4.11. COMMUNICATION POLICY.** During any solicitation period including any protest and/or appeal, no contact with City officials or employees, other than with the analyst, the Director of Purchasing or the Legal Department, is permitted from any proposer/bidder. 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.

**4.12. CONTRACT TERM.** The period of the contract shall be for the duration of the project, Contractor has 6 months to complete both houses from start to finish. The houses shall be constructed simultaneously.

**4.13. NON-APPROPRIATION OF FUNDS.** In the event no funds or insufficient funds are appropriated for expenditures under this award, the City will notify the Contractor in writing of such occurrence and the award shall terminate without penalty or expense to the City on the last day of the fiscal year in which sufficient funds have been appropriated.

**4.14. PERFORMANCE.** Contractor may be required to furnish evidence in writing that he or she maintains a permanent place of business and has adequate equipment, finances, personnel, and inventory to furnish the items offered satisfactorily and expeditiously and can provide necessary services.

**4.15. INSPECTION.** The City of Tampa reserves the right to inspect the Bidder's place of business and equipment prior to awarding any solicitation to determine the responsibility of said Bidder to perform or provide the requirements of the bid request.

**4.16. AWARD CHANGES.** No changes, over the award period, shall be permitted unless prior written approval is given by the Director of Purchasing, and where applicable, an amendment to the Agreement is executed by the City and Contractor and approved by resolution of the City Council of the City of Tampa.

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

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

**4.19. CANCELLATION.** When deemed to be in the best interest of the City of Tampa, any contracts resulting from this specification may be cancelled by the following means:

**4.19.1.** 10-day written notice with cause; or

**4.19.2.** 30-day written notice without cause.

**4.20. REJECTION.** The City of Tampa reserves the right to cancel, reject any and/or all bids, or to waive any irregularities and accept that bid which is the lowest and best.

**4.21. 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 an contract to provide any goods or services to a public entity, may not submit a bid on an contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 for a period of 36 months from the date of being placed on the convicted vendor list. [See section 287.133 (2)(a), Florida Statutes]

**4.22. 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 Bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection and copying. Using **ATTACHMENT B – PUBLIC RECORDS DECLARATION OR CLAIM OF EXEMPTION**, Bidder is required to acknowledge whether or not they are asserting that certain information in its bid is confidential and/or proprietary and/or exempt from public disclosure. If the Bidder is asserting that certain information in its bid submittal is confidential and/or proprietary and/or exempt from public disclosure, then the Bidder is required to do the following: (1) identify, with specificity, the information which the Bidder asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) place such information in a separate file labeled "REDACTED, EXEMPT FROM PUBLIC DISCLOSURE" this uploaded document must be separate from the Bidder's other bid documents, (3) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed within the redacted file. The "REDACTED" file that contains the Bidder's confidential/proprietary/exempt information must be submitted with the Bidder's other bid documents. Bidder is advised that failure to follow the aforementioned instructions may result in Bidder's alleged confidential/proprietary/exempt information being disclosed to the public. This will be the Bidder's "**REDACTED**" copy. All submittals received in response to this solicitation 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 bid will become the exclusive property of the City.\* **All uploaded documents may not have special characters in the file name, #,\*,@, etc....**

Be aware that the designation of an item as exempt from public disclosure by a Bidder may be challenged in court by any person or entity. By designation of material in your Bid submittal as exempt from public disclosure, Bidder 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 Bidder'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 contract 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 Bid submittals when the entire submittal is labeled as exempt from public disclosure. Bidder'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 Bid submittal as "non-responsive".**

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

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

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

1. Contractor shall keep and maintain public records required by the City to perform the services;
2. Upon request from the City, Contractor shall provide the City with copies of the requested records, having redacted records in total or in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the City) on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records, in part or in total that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the contract term and following completion (or early termination) of the contract if the Contractor does not transfer the records to the City;
4. Upon completion (or earlier termination) of the contract, Contractor shall within 30 days after such event either transfer to the City, at no cost, all public records in possession of the Contractor or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Contractor transfers all public records to the City upon completion (or earlier termination) of the contract, Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion (or earlier termination) of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
5. The failure of Contractor 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 Contractor until records are received as provided herein.
6. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813/274-8351, [COTPurchasingPRR@tampagov.net](mailto:COTPurchasingPRR@tampagov.net), AND MAILING ADDRESS OF PURCHASING DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 2<sup>ND</sup> FLOOR, 306 E. JACKSON STREET, TAMPA, FL 33602.**

**4.23. PROCUREMENT PROTEST PROCEDURES.** A protest must be filed with the Director of the soliciting Department within five (5) business days of posting the City's intent to award and may be filed by an actual bidder, who is allegedly aggrieved in connection with the issuance of a bid solicitation or pending contract of any award 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.

**4.24. LAWS, CODES AND ORDINANCES.** Contractor shall comply with all Federal, State, County and City laws, rules, and regulations as applicable to this bid.

**4.25. CITY OF TAMPA ETHICS CODE.** Bidder 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 Bidder responding to this Invitation to Bid 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. Contractor shall ensure that no City employee receives any such benefit or interest as a result of the contract of this Invitation to Bid. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d)).

Please note that the City's Ethics Code may be accessed on the Internet by utilizing the website link <http://www.tampagov.net/human-resources/info/lobbyist-information> or can be found in the City of Tampa's municipal codes published online by the Municipal Code Corporation at the website link [https://www.municode.com/library/fl/tampa/codes/code\\_of\\_ordinances](https://www.municode.com/library/fl/tampa/codes/code_of_ordinances). Printed copies of the Ethics Code can also be obtained from the City Clerk's Office for a fee of \$0.15 cents a page.

**4.26. CONTRACT LITIGATION/LEGAL PROCEEDINGS.** Bidder shall identify any conditions (i.e., bankruptcy, pending and/or existing litigation, planned office closures, impending merger/acquisition) that may impede the Bidder's ability to perform the services set forth in this Bid. Bidder shall provide in detail information on the nature and magnitude of any litigation or proceeding whereby, currently or during the past five (5) years, a court or any administrative agency has ruled against the company in any matter related to the professional activities of the company. This shall include any class actions wherein your company was named, industry investigations by Attorneys General, in addition to individual cases.

Bidder shall identify any pending lawsuits, past litigation relevant to subject matter of this Bid or litigation involving any unauthorized release of client confidential information, providing a statement of any litigation, or pending lawsuits that have been filed against the Bidder's company currently or within the last five (5) years. If an action has been filed, state and describe the litigation or lawsuit filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or lawsuit has been filed against the company, provide a statement to that effect.

Bidder shall provide information concerning any current or past bankruptcy proceedings currently or within the last five (5) years for any voluntary or involuntary declarations of bankruptcy concerning the company, partner or subsidiary, subcontractors, or any corporate officer with details of such proceedings.

Bidder must also provide information as to whether the Bidder or an affiliate of the Bidder is currently or has in the last five (5) years ever pledged any interest in all or any portion of any current or future payment as collateral, including for example as part of an accounts receivable factoring program. If yes, please provide information identifying the type of arrangement, date of the arrangement, and name of the party to whom the interest was pledged.

**4.27. MINIMUM WAGE AMENDMENT.** Contractor shall comply with the minimum wage requirements as required in Article X, Section 24, Constitution of the State of Florida.

The rate of wages for all persons employed by the Contractor on the work covered shall not be less than the rate of wages required by the Fair Labor Standards Act (Public Law 104-188).

**4.28. CONTRACTOR BACKGROUND CHECKS.** When assigning employees to work on City property, the Contractor shall check the backgrounds of each employee and notify the City's Employment Services Manager prior to assignment if candidates fall into one or more of the following categories:

- Unable to pass 8 Panel Drug Screen
- Has a felony or misdemeanor conviction involving violence, weapons, or crimes against a public official
- Is a former City of Tampa employee"

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

**4.30. INVOICING.** Contractor shall furnish the City Representative complete itemized invoices for the goods purchased/services performed. Invoices are to reflect the prices stipulated on the purchase order and as outlined in this bid document and prices quoted on GETALL. Invoices shall contain, but not be limited to the following information:

- Invoice number;
- Company Name;
- Purchase order number;
- Cost of goods/services as stated on Bid Pricing page on GETALL

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

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

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

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

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

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

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

**4.32. CONFLICT OF INTEREST.** The City requires that the Bidder provide professional, objective, and impartial advice and at all times hold the City's interest(s) paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Bidder has 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 Bidder shall not be considered for contract. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its contract.

Any such interests on the part of the Bidder or their employees, must be disclosed in writing to the City on **ATTACHMENT C - CONFLICT OF INTEREST DISCLOSURE FORM** that is included with this solicitation document. Also, the Bidder is aware of the conflict-of-interest laws of the State of Florida and the City of Tampa and agrees that they shall fully comply in all respects with the terms of said laws.

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

Visa/MasterCard payments can be enrolled in the City's ePayments program for faster payment turnaround, by contacting the City's Accounts Payable Department at [acctspayable@tampagov.net](mailto:acctspayable@tampagov.net).

**4.34. EMPLOYEE VERIFICATION.** In accordance with Section 448.095, Florida Statutes, the Contractor 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 contract for the services specified in the contract. Contractor 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 contract term. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the contract. If the City has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate the contract with the Contractor, and the Contractor may not be contracted a solicitation with the City for at least 1 year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of the termination of the contract. If the City has a good faith belief that a subcontractor knowingly violated the law, but the Contractor has otherwise complied with the law, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

**4.35. BIDDER'S CRIMINAL HISTORY SCREENING PRACTICES.** Per City of Tampa Code of Ordinances, Section 2-284, Bidder is requested to provide information as to whether Bidder has criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. For Procurement of \$100,000 or more, If the Bidder voluntarily agrees to comply with the City's criminal screening practices as provided in Chapter 12, Article IV of the City Code, the Bidder will receive a **two percent (2%) discount** for evaluation purposes only if Bidder submits notarized documentation with its bid, and an assurance of compliance with Section 2-284 if contracted the contract ("Ban the Box Requirements"). The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link

[https://library.municode.com/fl/tampa/ordinances/code\\_of\\_ordinances?nodeId=1171018](https://library.municode.com/fl/tampa/ordinances/code_of_ordinances?nodeId=1171018)

**4.36. OSHA SAFETY DATA SHEETS.** Attachment D, where applicable, OSHA Safety Data Sheets (SDSs) shall be submitted by the Contractor within 5 days of notice of contract by the City. For any changes occurring during the agreement term that require a new SDS, a revised form must be provided to the City within 30 days.

## **5. 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. The Contractor shall comply with the following Statement of Assurance:

During the performance of this Award, the Contractor herein assures the City, that said Contractor 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 Contractor does not on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment.

Contractor understands and agrees that this award is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered a material breach of this award. Furthermore, the Contractor herein assures the City that said Contractor 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.

Contractor further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this award. Contractor further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5.

Per City of Tampa Code of Ordinances, Section 2-284, Bidder(s) are requested to provide information as to whether Bidder(s) has criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa

Code of Ordinances. The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link [https://www.municode.com/library/fl/tampa/codes/code\\_of\\_ordinances](https://www.municode.com/library/fl/tampa/codes/code_of_ordinances).

### **5.1. EQUAL OPPORTUNITY**

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

**For additional information can be found on the Equal Business Opportunity (EBO) Office website at: <http://www.tampagov.net/ebo>**

### **6. INSURANCE**

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

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

## **TECHNICAL SPECIFICATIONS FOR REPLACEMENT HOUSING**

**7. BACKGROUND.** Florida Housing administers the State Housing Initiatives Partnership program (SHIP), which provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. The program was designed to serve very low-, low- and moderate-income families.

SHIP funds are distributed on an entitlement basis to all 67 counties and 52 Community Development Block Grant entitlement cities in Florida. In order to participate, local governments must establish a local housing assistance program by ordinance; develop a local housing assistance plan and housing incentive strategy; amend land development regulations or establish local policies to implement the incentive strategies; form partnerships and combine resources in order to reduce housing costs; and ensure that rent or mortgage payments within the targeted areas do not exceed 30 percent of the area median income limits, unless authorized by the mortgage lender.

SHIP dollars may be used to fund emergency repairs, new construction, rehabilitation, down payment and closing cost assistance, impact fees, construction and gap financing, mortgage buy-downs, acquisition of property for affordable housing, matching dollars for federal housing grants and programs, and homeownership counseling. SHIP funds may be used to assist units that meet the standards of chapter 553.

A minimum of 65 percent of the funds must be spent on eligible homeownership activities; a minimum of 75 percent of funds must be spent on eligible construction activities; at least 30 percent of the funds must be reserved for very-low income households (up to 50 percent of the area median income or AMI); an additional 30 percent must be reserved for low income households (up to 80 percent of AMI); and the remaining funds may be reserved for households up to 140 percent of AMI. No more than 10 percent of SHIP funds may be used for administrative expenses. Funding for this program was established by the passage of the 1992 William E. Sadowski Affordable Housing Act. Funds are allocated to local governments on a population-based formula.

**8. PROGRAM GOALS.** To provide replacement housing to very low and low-income homeowners whose home repair needs are beyond the scope of the owner-occupied rehab program, while maintaining housing costs at levels

affordable by low and very low-income households, to improve the condition of neighborhoods in the City of Tampa by eliminating dilapidated housing stock.

**9. OBJECTIVES.** To use SHIP funding to construct block homes that are designed, built, permitted, and inspected to City of Tampa, Housing and Community Development, and Florida Building Codes. To replace dilapidated homes in the City's core with new resilient ones. To allow residents to stay in their neighborhoods, age in place in safe, decent housing.

**10. PROJECT REQUIREMENTS.** Every Replacement Home constructed/awarded through the City of Tampa Housing and Community Development Division shall contain the following features and specifications selected for their quality and value. All homes are to be constructed according to the highest possible standards incorporating energy efficient construction techniques and materials.

#### **10.1 LIVING SPACE.**

The minimum square footage for each single-family home shall be as follows:

- Must meet Florida Building Code and City of Tampa Zoning regulations for lot size, and any restrictions.
- Sufficient number of bedrooms and bathrooms per design
- Garage or carport with sufficient parking per design

#### **10.2 STRUCTURE.**

- Steel reinforced concrete footings per plans.
- Termite protected soil treatment under entire structure.
- Visqueen (.006 mil) vapor barrier under all concrete floors.
- Minimum 4" thick welded wire reinforced concrete slabs.
- Interior wall framing at 16" on center.
- All wood products in contact with concrete are pressure treated (P.T.).
- Engineered roof truss system.
- APA rated roof sheathing.
- Thirty (30) year dimensional roof shingle and peel and stick underlayment.
- Aluminum, Vinyl or Cementitious fascia and soffit.
- Windows - insulated glass (low-E, Energy Star rated), hurricane high impact and wind loaded for the area that they are being installed.
- Must be Hurricane rated.

#### **10.3 EXTERIOR AND SITE PREPARATION.**

- Site preparation and clearing per individual lots.
- Foundation preparation and site fill per individual lots.

#### **10.4 HEATING AND AIR CONDITIONING.**

- Entire HVAC System, including Heat Pump, meets Energy Star Requirements minimum 14 SEER auxiliary heat. Thermostat to be programmable & Energy Star rated.
- One return air in main house, one in master bedroom, passive in bedrooms
- Galvanized metal exhaust venting to outside for dryer, range hood, bath fans
- Recessed dryer box (Crown or equal) for all interior dryer wall venting

#### **10.5 PLUMBING.**

- CPVC water supply and PVC Exhibit.

- Water and waste lines from house to City of Tampa services.
- Two exterior hose bibs.
- All plumbing fixtures should be water conservation equipment and have individual shutoffs.
- One ice maker line.
- ADA compliant plumbing fixtures.
  - Bath vanity – no pedestal.
  - Bathtub.
  - Shower.
- Kitchen Sink – lever handle w/side spray.
- Double compartment stainless steel kitchen sink.
- Elongated, low flow, two-piece toilets in white.
- 30-gallon quick recovery Energy Star water heater; on-demand water heater as an option.

#### **10.6 ELECTRICAL.**

- Minimum 220 Amp service w/circuit breaker panel
- Wiring per code
- Smoke/Carbon detectors per code
- Pre-wired for four (4) cable ready TV outlets
- Pre-wired for two (2) telephone outlets
- Two weatherproof exterior outlets
- Interior and exterior fixtures per plans
- Prewired for ceiling fans in living area and bedrooms.
- Energy Star Lighting throughout the house (Energy efficient bulbs (CFL's) for intended use, installed in lighting fixtures, i.e., R-20, R-30, Globe, etc.)

#### **10.7 INSULATION.**

- Minimum R-30 fiberglass insulation over living area, blown over flat ceiling, batt over vault.
- R-7 rigid insulation on exterior masonry walls
- R-11 fiberglass on exterior frame walls and garage to house; also, on floors if built on raised foundation.
- Poly sealed windows and doors.

#### **10.8 INTERIOR FINISH.**

- Exterior door to be fiberglass (six panel) with full composite jambs, peephole and lever set hardware w/deadbolt)
- Raised three panel interior doors w/lever handles and bifold.
- Colonial base and trim, or equivalent per plans
- Paint, wall coverings and adhesives on interior all surfaces shall be low VOC.
- Interior drywall ceilings to have knock-down texture and an orange peel texture on the walls.
- Semi-gloss enamel finish on all interior doors and trim in white
- Textured ceilings and walls with 2 coats of paint
- Windowsills to be granite.
- Ventilated wire coated shelving in all closets.

- Ceramic wall tile in tub and shower area to the ceiling over wonder board (or equal) other ceramic per plans
- Bath exhaust vents to be Energy Star rated.
- Security lever type door hardware with dead bolts on exterior doors, interior bedroom, and baths to be privacy.
- Floor sheathing shall be DFPA ¾ grade plywood tongue and groove screwed and glued.
- Carpet to be thirty (30) ounce minimum, stain resistant low VOC carpet over ½" re-bond padding.
- Kitchen and bath cabinets per plans
  - Base and overhead cabinets
  - Hidden 90-degree hinges on all cabinet doors.

**10.9 APPLIANCES.** All appliances must be of the same brand and color.

- All appliances must meet or exceed Energy Star standards.
- Self-cleaning range
- Dishwasher
- Minimum 21cubic ft. refrigerator with ice maker
- Microwave hood combination over range
- 1/2 horsepower disposal per model

**10.10 ADDITIONAL FEATURES**

- Pre-wire for security system with external horn and glass sensor
- Blinds on all windows.

**11. BID RESPONSE SUBMITTALS.**

The following must be submitted in the bid response:

**11.1** Cover Letter

**11.2** Contractor information and contact information

**11.3** Financial and Business experience summary

**11.4** Construction Timeline

**11.5** List of Subcontractors -

Provide background information for each of the identified subcontractors who will be involved on this project during construction or operation. Information should include the following:

- Firm's Name, Type Location, Project Contact(s), Federal EIN, Year Firm was Established, Parent Company
- Firm History on similar projects, including contract values
- Resumes of the principal individuals who will be directly involved in this project
- Firm's previous history working with the Proposer (if applicable)
- Information on whether the company is a M/W/DBE as registered with the City of Tampa or other organization
- Copy of all appropriate licenses and insurance for all Subcontractors.

**12. QUALIFICATIONS.**

- Contractor must be in business for no less than **three years** (must be documented on cover letter where they enter name, address, and other information about their company)
- Contractor must be licensed (submit a copy).

- Funds will not be granted to reduce existing deficits, entertainment, lobbying expenses, audits, or other ineligible expenses under the Funding Application Guidelines.
- Contractor must demonstrate the financial viability to operate a State and/or federal-funded program strictly on a reimbursement basis. City of Tampa funds are provided to awarded projects on a reimbursement basis only. This means that funds will be available to the organization after it has paid for eligible project costs and provided sufficient documentation/proof of payment. No costs incurred prior to contract approval may be reimbursed. A financially viable organization is one that is able to:
  - Operate for a minimum of 90 days pending reimbursement without financial hardship;
  - Have a separation of duties for personnel time allocations, etc.
- Applicants who previously received funding from the City must report the status of that funding, including actual accomplishments, previous Monitoring results and any outstanding findings or concerns. Applicants with open Monitoring Findings with the City that are unable to be resolved prior to the deadline for funding applications will be ineligible to apply for this RFP.
- The company approved for funding must attend a post-award conference with City staff and provide a project budget based on the pending award amount. Additionally, policies and procedures, sample documents, and other documents may be requested in a form acceptable to the City prior to the post-award conference.
- Applicants must demonstrate adequate management, fiscal controls, and staffing capacity within its current organization to undertake the proposed project (General Contractor on staff or under contract).

**13. MANAGEMENT.** Contractor shall identify the Project Manager to work in close coordination with the City Representative. Project Manager shall be the City's point of contact. The City shall approve any changes to the Project Manager or personnel assigned to the project. (Include this information in your bid response under Section 5.2)

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

**ATTACHMENT B - PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**

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

**Note: Execute either section I. or II., but not both; Bidder may not modify language.**  
Information regarding the Florida Public Records Law can be located in the ITB in the General Conditions.

**I. NO EXEMPTION FROM PUBLIC RECORDS LAW**

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

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

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

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

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

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

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

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

For purposes of determining any possible conflict of interest, all bidders, 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: \_\_\_\_\_

## ATTACHMENT D

### Occupational Safety and Health Administration Hazard Communication Safety Data Sheets

The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, or importers to provide Safety Data Sheets (SDSs) (formerly known as Material Safety Data Sheets or MSDSs) to communicate the hazards of hazardous chemical products. As of June 1, 2015, the HCS will require new SDSs to be in a uniform format, and include the section numbers, the headings, and associated information under the headings below:

**Section 1, Identification:** Includes product identifier; manufacturer or distributor name, address, phone number; emergency phone number; recommended use; restrictions on use.

**Section 2, Hazard(s) identification:** Includes all hazards regarding the chemical; required label elements.

**Section 3, Composition/information on ingredients:** Includes information on chemical ingredients; trade secret claims.

**Section 4, First-aid measures:** Includes important symptoms/effects, acute, delayed; required treatment.

**Section 5, Fire-fighting measures:** Lists suitable extinguishing techniques, equipment; chemical hazards from fire.

**Section 6, Accidental release measures:** Lists emergency procedures; protective equipment; proper methods of containment and cleanup.

**Section 7, Handling, and storage:** Lists precautions for safe handling and storage, including incompatibilities.

**Section 8, Exposure controls/personal protection:** Lists OSHA's Permissible Exposure Limits (PELs); ACGIH Threshold Limit Values (TLVs); and any other exposure limit used or recommended by the chemical manufacturer, importer, or employer preparing the SDS where available as well as appropriate engineering controls; personal protective equipment (PPE).

**Section 9, Physical and chemical properties:** Lists the chemical's characteristics.

**Section 10, Stability, and reactivity:** Lists chemical stability and possibility of hazardous reactions.

**Section 11, Toxicological information:** Includes routes of exposure; related symptoms, acute and chronic effects; numerical measures of toxicity.

**Section 12, Ecological information\*:** Ecotoxicity (aquatic and terrestrial, where available); Persistence and degradability; Bioaccumulative potential; Mobility in soil; other adverse effects (such as hazardous to the ozone layer).

**Section 13, Disposal considerations\*:** Description of waste residues and information on their safe handling and methods of disposal, including the disposal of any contaminated packaging.

**Section 14, Transport information\*:** UN number and shipping name; Transport hazard class(es); Packing group, if applicable; Environmental hazards (e.g., Marine pollutant (Yes/No)); Transport in bulk (according to Annex II of MARPOL 73/78 and the IBC Code); Other Special precautions which a user needs to be aware of, or needs to comply with, in connection with transport or conveyance either within or outside their premises.

**Section 15, Regulatory information\*:** Safety, health, and environmental regulations specific for the product(s) in question.

**Section 16, Other information:** Includes the date of preparation or last revision.

**\*Note:** Since other Agencies regulate this information, OSHA will not be enforcing Sections 12 through 15(29 CFR 1910.1200(g)(2)).

For detailed information on each Section listed above please visit: <https://www.osha.gov/dsg/hazcom/hazcom-appendix-d.html>

## **BIDDER'S AFFIDAVIT**

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

---

AFFIANT'S NAME (person'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 Bidder in the matter at hand, as follows:

1. That the Bidder, if a natural person, is of lawful age.
2. That if the Bidder 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 Bidder is operating under a fictitious name, Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder. The contract let under such circumstances shall be deemed invalid.
6. That the Bidder 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 Bidder; nor does the Bidder know of any City officer or employee having any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of the contract to this Bidder.
8. That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.
9. That, by submitting this Bid, Affiant certifies compliance with Section 287.135, Florida Statutes and for contracts for goods or services of \$1 million or more, that the Bidder is not on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria, and that for contracts for goods or services of any amount, that the Bidder is not on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel. Affiant understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject Bidder to civil penalties, attorney's fees, other costs, and termination of any contract that is awarded.

The bid documents contain a General Conditions Section and may, in most cases, contain a Technical Specification Section. General Conditions contain general requirements and Technical Specifications detail the scope of the goods and/or services requested. The Technical Specifications shall always govern whenever there appears to be a conflict.

The Bidder shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

FURTHER AFFIANT SAYETH NOT.

Bidder: 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,  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

**BIDDER SUBMITTAL CHECKLIST  
BID DOCUMENTS TO BE RETURNED**

BID #: <b>71031023</b>	
BID TITLE: <b>REPLACEMENT HOUSING</b>	
<b>THE FOLLOWING FORMS MUST BE INCLUDED IN BID PACKAGE PLEASE ACKNOWLEDGE BY ANSWERING "YES"</b>	
	<b>YES</b>
Did you sign your bid? *	<input type="checkbox"/>
Did you sign and complete MBD Forms 10 and 20? *	<input type="checkbox"/>
Did you fully complete the bid response page? *	<input type="checkbox"/>
Did you complete the Bidder's Affidavit and associated notarized form? *	<input type="checkbox"/>
Did you complete Attachment B – Public Record Declaration or Claim of Exemption form?	<input type="checkbox"/>
Did you complete Attachment C – Conflict of Interest Disclosure Form?	<input type="checkbox"/>
Did you say yes to Bidder's Criminal History Screening Practices, submit documentation to qualify for 2%?	<input type="checkbox"/>
PER SECTION 5.1: COVER LETTER	<input type="checkbox"/>
PER SECTION 5.2: CONTRACTOR INFORMATION	<input type="checkbox"/>
PER SECTION 5.3: FINANCIAL & BUSINESS EXPERIENCE	<input type="checkbox"/>
PER SECTION 5.4: CONSTRUCTION TIMELINE	<input type="checkbox"/>
PER SECTION 5.5: SUBCONTRACTOR(S) INFORMATION	<input type="checkbox"/>
PER SECTION 6: COPY OF LICENSE	<input type="checkbox"/>

**\* Failure to submit these forms shall result in your bid being deemed as "non-responsive".**

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

Per Section 4.35 Bidder's Criminal History Screening Practices, Bidder will comply with ("ban the box requirements")

YES ( ) if yes, required documentation must be submitted with your bid response in order to be considered for the 2% evaluation discount.

NO ( )

NO ( ) However, Bidder has Criminal History Screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances.

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

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_

**BID RESPONSE FOR  
REPLACEMENT HOUSING**

*Please Print or Type*

I the undersigned, as Bidder, hereby declare that I have carefully read this bid and the provisions, terms and conditions concerning the equipment, materials, supplies or services as called for, and with full knowledge and understanding of the requirements and conditions, do hereby agree to furnish and to deliver as indicated, and for the prices quoted on GETALL.

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

Authorized Representative's Name: \_\_\_\_\_

Authorized Representative's Title: \_\_\_\_\_

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

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

Federal I.D. #: \_\_\_\_\_

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

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

Minority Business Status:      Black          Hispanic              Woman      Other

Is your business certified as a minority business with any government agency?  Yes  No. If yes, please list below:

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

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

**By signing this bid the Bidder complies with all of the requirements of the bid including but not limited to Communication Policy and City of Tampa Ethics Code contained in Section 4 of the GENERAL CONDITIONS.**

Authorized Signature: \_\_\_\_\_ 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.** **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.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid.
- **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.

**For additional information can be found on the Equal Business Opportunity (EBO) Office website at:**  
<http://www.tampagov.net/ebo>



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

**Page 3 of 4 – DMI Solicited/Utilized Schedules  
City of Tampa – Schedule of **All To-Be-Utilized** Sub-(Contractors/Consultants/Suppliers)  
(FORM MBD-20)**

Contract No.: **23-P-00454** Contract Name: REPLACEMENT HOUSING  
 Company Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Federal ID: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

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

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

**No Firms are listed to be utilized because:** \_\_\_\_\_

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

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

S = SLBE W=WMBE O=Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials  NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
Federal ID					
<b>Failure to Complete, Sign and Submit this form with your Bid shall render the Bid Non-Responsive. (Do Not Modify This Form)</b>					

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

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

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

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



## 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. 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.

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

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

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

For additional information can be found on the Equal Business Opportunity (EBO) Office website at:  
<http://www.tampagov.net/ebo>



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

Contract No.: **23-P-00454** WO#,(if any)\_\_\_\_\_ Contract Name: **REPLACEMENT HOUSING** \_\_\_\_\_  
 Contractor Name: \_\_\_\_\_ Address \_\_\_\_\_  
 Federal ID \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_  
 GC Pay Period \_\_\_\_\_ Payment Request/Invoice Number: \_\_\_\_\_ City Department: \_\_\_\_\_  
 Total Amount Requested for pay period: \_\_\_\_\_ Total Contract Amount(including change orders): \_\_\_\_\_

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

Type	Company Name Address Phone & Fax	Total Subcontract 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				
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

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

Signed \_\_\_\_\_ Name/Title \_\_\_\_\_ Date: \_\_\_\_\_  
**(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)**

**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 directly follow are for the form heading information pertaining to the project and prime. **(Modifying or omitted information from this form may result in non-compliance.)**

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

**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.

**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. 05/01/07 – 05/31/07)

**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.*

**For additional information can be found on the Equal Business Opportunity (EBO) Office website at:**  
<http://www.tampagov.net/ebo>

## Procurement Guidelines To Implement Minority & Small Business Participation

### Underutilized WMBE Primes by Industry Category

<b>FORMAL PROCUREMENT</b>	Construction	Construction- Related	Professional	Non-Professional	Goods
	Black	Asian	Black	Black	Black
	Hispanic	Native Am.	Hispanic	Asian	Hispanic
	Native Am.	Woman	Asian	Native Am.	Asian
	Woman		Native Am.		Native Am.
			Woman		Woman

### Underutilized WMBE Sub-Contractors / Sub-Consultants

<b>SUB WORK</b>	Construction	Construction- Related	Professional	Non-Professional	Goods
	Black	Black	Black	Black	Black
		Asian	Hispanic	Asian	Asian
		Native Am.	Asian	Native Am.	Native Am.
		Woman	Native Am.		Woman
			Woman		

### Policy

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

### Index

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

### Industry Categories

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

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

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

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

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

### MBD Form-70

## 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/Contractor/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.

**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:

- (1) Purchasing Department, 306 E Jackson Street, Tampa, FL 33602
- (2) 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 ensure 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 an 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 an 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.

**ADDITIONAL COVERAGES TO BE ADDED TO REQUIRED INSURANCE COVERAGES FOR PURCHASING AWARDS/CONTRACTS ON A CASE-BY-CASE BASIS**

**E. Builder's Risk Insurance** for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's completed value, have no coinsurance penalties, eliminate the "occupancy clause", cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee.

**Revised 10/5/2022**