



City of Tampa
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September 11, 2023

**REQUEST FOR PROPOSALS (RFP) FOR
CITY OF TAMPA LAND DEVELOPMENT CODE CONSULTANT**

Sealed proposals for **CITY OF TAMPA LAND DEVELOPMENT CODE CONSULTANT, RFP # 21100923** will be received by the Director of Purchasing, City of Tampa, until **2:00 P.M., OCTOBER 9, 2023**; then to be opened.

A **PRE-PROPOSAL CONFERENCE** will be held at **10:00 AM, SEPTEMBER 25, 2023**, at 306 E. Jackson St, Tampa FL 33602, Purchasing Dept Conference room, 3rd Floor, to discuss the above referenced subject.

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, 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.

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

Questions regarding Vendor Registration, accessing RFP documents or submission assistance within the GetAll system shall be emailed to support@getall.com. Reference RFP # and name in email subject line. Questions pertaining to the RFP document/specifications will be accepted up to ten 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 Proposer. 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.

Proposals shall be accepted no later than the time and date specified above. The RFP Opening shall be thereafter and published on GETALL. All proposals received after the due date and time shall be rejected. **Offers by mail, hand delivery or express mail, telephone, email 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 proposal may be withdrawn or modified after the time fixed for the opening of proposals.

Electronic submittals shall be performed in the GetAll system via link https://erfp.integratise.com/getall/registration_initial_tmp.asp?c=City of Tampa&p=21100923&d=10/09/2023. **To ensure that an electronic submittal is received by the opening date and time, it is recommended that the Proposer submit their documents with adequate time allowed prior to the deadline. Proposer shall receive an email confirmation of their proposal submittal after clicking on the Confirm Bid button in the GetAll system. The Proposer shall be responsible for confirming that their submittal is received by the deadline. Any submittal received after the closing date and time will not be considered.**

INSTRUCTIONS TO PROPOSERS

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

The City is not responsible for errors and omissions occurring in the transmission or downloading of any solicitation 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 solicitation submittals between the City and its proposers. 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 for more information.

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

Tabulations (results) will be posted in the GetAll system and made available to proposers after the scheduled public opening of the sealed proposals.

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

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SECTION I. SCOPE OF SERVICES

1. INTRODUCTION, PURPOSE, AND INTENT. The City of Tampa is seeking assistance from a highly qualified planning and zoning consultant to update and modernize the Land Development Code (LDC) (Chapter 27, City of Tampa Code of Ordinances) and related ordinances. The scope of this work will be comprised of four phases with the goal of developing a user-friendly LDC that is streamlined, consistent, clear, and aligned with all City plans and policies. This update will improve the LDC's overall functionality and ease of use and support the City of Tampa's vision for growth and change.

The intent of the new LDC is to enable a consistent and predictable development pattern that provides an adequate supply of housing for current and future residents, improves the pedestrian environment, and welcomes growth in the City while supporting its neighborhoods.

2. BACKGROUND. The City enacted its first zoning code in 1956. A major update was completed between 1986-1989 and again in 1990. The most recent update was in 2010 but was limited to a re-ordering and renumbering the LDC and did not include substantial content changes. Through the years, individual Code items have been added at the request of residents, City Council, and City departments. The resultant "piecemeal" approach, combined with an outdated Code has made the LDC cumbersome and unable to deliver predictable development.

As of 2022, the population of Tampa is 387,000 and is home to 330,000 jobs. In 2045, the City's population is projected to have 108,000 more residents, 258,000 more jobs, and will need an additional 77,000 homes. The City is effectively built out, with no remaining opportunity for greenfield development. Growth will have to be accommodated by redevelopment assemblages and infill within existing neighborhoods.

2.1 Current Regulatory Framework. Florida law requires local governments to establish a Comprehensive Plan which includes a Future Land Use Map and Future Land Use Categories that provide for the general uses allowed, maximum residential densities, and nonresidential intensities. The Future Land Use map and categories are supplemented by a series of goals, objectives and policies that collectively set forth the desired development pattern of the jurisdiction. The Comprehensive Plan is implemented through the LDC. In Florida, Comprehensive Plans carry the force of law and local zoning ordinances must be consistent with the Comprehensive Plan.

2.2 Comprehensive Plan Future Land Use Categories. The Comprehensive Plan establishes 26 future land use categories. They include seven (7) mixed-use future land use categories at various level of density/intensity, two (2) industrial categories (heavy and light), eleven (11) residential categories at various level of density/intensity, and special use categories for Recreation/Open Space, Public/Semi Public Uses, Municipal Airports, Environmentally Sensitive Areas, Rural Estates and Transitional Uses. The most prevalent residential category is Residential-10, which represents approximately 24% of the City's land area. Residential-10 generally permits no more than 10 units per acre with some non-residential uses at specific locations such as along major roads or transit routes. The most prevalent non-residential categories are Community Commercial-35 and Community Mixed Use-35, which collectively represent approximately 9% of the City's land area. They generally correspond to commercial corridors with an associated commercial zoning. The Urban Mixed Use-60 and Regional Mixed Use-100 future land use category corresponds to areas where higher density growth is encouraged.

2.3 Euclidean Districts. The current LDC is a traditional Euclidean Code. The Euclidean zoning districts include the following:

- Five (5) single-family residential districts, distinguished primarily by minimum lot size, ranging from 5,000 square feet to 15,000 square feet;
- Seven (7) multi-family residential districts, distinguished primarily by maximum residential density and maximum allowable height;
- Four (4) office districts, distinguished primarily by a combination of office, institutional and residential uses, compatible special uses and compatible related support uses;
- Three (3) commercial districts, distinguished by retail, personal services, office and institutional uses, and compatible supporting uses at various densities and intensities; and
- Two (2) industrial districts, distinguished primarily by the intensity of industrial uses permitted.

2.4 Special Districts. Since adoption of the original LDC, a series of special districts were created and incorporated into the zoning map to serve as an alternative to traditional Euclidean zoning. Special districts are use-based zoning districts that are limited to specific areas of the City. Each special district is further divided into sub districts, each with unique design/development standards.

Six (6) sets of special districts have been created for the Central Business District (2 sub districts), the Channel District (2 sub districts), Ybor City (9 sub districts), the Seminole Heights area (8 sub districts), and the area within the flight path for Tampa International Airport (4 sub districts). A more generalized set of three "Neighborhood Mixed Use" special districts were created to reflect the secondary planning process in the West Tampa Area. The Code includes a total of twenty-eight (28) special districts, collectively including sub-districts.

2.5 Overlay Districts. Seven (7) overlay districts were also created to supplement underlying zoning with provisions that augment the development and design standards of the underlying zoning. Overlay districts are established for the South Howard Avenue corridor, New Tampa commercial corridor, Westshore Business District, East Tampa area, the West Tampa area, Parkland Estates residential neighborhood, and Kennedy Boulevard corridor.

3. GOALS OF THE LDC UPDATE. The updated LDC layout, style, and content shall be kept clear and simple. Diagrams, illustrations, and tables shall be used to supplement the text wherever appropriate. Bullet points should be used in lieu of paragraphs. Planning and design terms shall be written in simple language.

Regardless of the approach, significant modifications and enhancements are necessary to correct errors, eliminate inconsistencies, clarify interpretations, improve navigability, and incorporate zoning code best practices.

3.1 Issues with the Current LDC. The issues with the current Code pertain to unclear objectives, incomprehensible text, and inconsistent policies:

- The Code needs to be better aligned with the updated Comprehensive Plan Future Land Use, specifically zoning district densities and dimensional standards are not aligned with the corresponding Future Land Use densities and dimensional typologies.
- The Code is difficult to navigate, read, and comprehend.
- Sections of the Code are outdated and reference items that are no longer relevant.
- The Code is vague and needs more clarity.
- Use groups are overly complex.
- The Code has conflicting and inconsistent requirements.
- The Code has information buried in footnotes.
- The Code has exorbitant cross references.
- The online presence is not user friendly.
- The tree and landscape code needs to be modernized.
- The Code requirements are continually varied through Planned Development and associated waivers, as well as alternative designs exceptions.
- There is an overuse of Planned Development.
- Interpretations of the Code that are consistently made are not codified in the text or in Standard Operating Procedures.
- Projects frequently need the same waivers, triggering an inconsistency finding.

3.2 Goals of the LDC Update:

- Align LDC with the vision set forth in the 2045 Tampa Comprehensive Plan.
- Create a Code that discourages overuse of Planned Developments, variances, alternative design exceptions, and waivers.
- Allow for a variety of housing types compatible with the scale and design of current neighborhoods to be developed by right.
- Provide logical organization of information and easy navigation.
- Improve overall organization and ease of use by clarifying references and cross references to other sections of the Code.
- Full migration to an online illustrated Code and integrated with the GIS zoning map.
- Design the Code to be user friendly and consistent – easy to understand, administer, and interpret.
- Update definitions.
- Consolidate use categories and footnotes.
- Clarify and reduce Code text using diagrams, tables, and illustrations of building types and uses.
- Amend conflicts, inconsistencies, and redundancies in the Code.
- Analyze design exception process and criteria to determine potential changes.
- Analyze most frequently requested waivers to determine potential changes to design, parking, and natural resources requirements.

- Improve the tree and landscape code that links to the built environment and creates a better pedestrian experience.
- Incorporate sustainable growth and development practices.
- Improve the Code to promote the preservation of the City’s historic resources and unique development patterns.

4. CONSULTANT QUALIFICATIONS AND SUBMITTAL REQUIREMENTS

4.1 Consultant Qualifications. The Consultant must have experience in working with zoning, land use, pedestrian environment, Development Code projects for local governments, particularly various types of Codes (Euclidean, Form-Based, and hybrid Euclidean-Form Based). The Consultant must understand the relationship between the Comprehensive Plan and the LDC.

The Consultant shall have a proven record of implementing municipal Code reforms and creating effective LDC regulations that implement pedestrian design standards. The consultant must have experience in creating clear, high-quality diagrams, tables, and illustrations.

4.2 Submittal Requirements. Main proposals shall be no more than twenty (20) pages and shall include the following information:

- Identification of project personnel, and key tasks assigned to each project team member, including any subcontractors.
- Resumes for key team members and key subcontractors.
- The proposal shall include an estimate of City staff hours required for the project, including the identification of City staff by role/position.
- The proposal shall include information on the bidder’s unique qualifications and/or capabilities.
- The proposal shall include descriptions of similar projects, including client contact information, project budget, completion date and key City participants. Links to similar projects may be included in proposal addendum.
- The proposal shall include the project timeline, including proposed project phases and detailed timelines for specific tasks as proposed by the firm.
- The proposal shall include cost proposal for each phase of the project. Please note that cost is a consideration for the proposal.
- The proposal shall include information on the Proposer’s experience with creation and maintenance of a project website. Links to similar project websites or examples may be included in the proposal addendum.
- The proposal shall include a recommendation for community engagement and public outreach. Consultant to work with staff leadership in engagement strategy.

5. SCOPE OF WORK

5.1 Phase I: Code Assessment and Project Plan. City staff will provide leadership and direction throughout the project and will work alongside the selected consultant on the update. As directed by City staff, the selected consultant will address designated sections or subject areas of the Code in an incremental fashion. The consultant will be expected to develop solutions based on direct experience and on broader professional knowledge. The consultant shall have access to a land use attorney to review draft documents prior to submittal to the City. The consultant’s land use attorney will consult, as needed, with Tampa’s City Attorney’s office.

A. Assess the Code: audit and identify the strengths, weaknesses, opportunities, and constraints of the code, including its structure, clarity, and its ability to produce the vision in the 2045 Tampa Comprehensive Plan, and other City plans and policies.

B. Reevaluate the review and approval procedures: evaluate Standard Operating Procedures, administrative processes, and timeline (from submittal to decision) for reviewing development applications, Special Use and Design Exceptions, general zoning changes, variances, special review, and planned development applications. Reevaluate preapplication requirements. Assess feasibility of Hearing Officer.

C. Outline of Comprehensive Development Code Update: provide an outline of the recommended changes to the entire Code and present the outline to the staff for review. The outline shall include:

- An overview of the proposed structure and substance of the updated Code sections/articles.
- Determine what needs to be updated and/or rewritten.
- Determine what new text needs to be generated, including basic design guidelines.
- Offer alternative options for addressing issues and recommend approach for each issue.

- Provide recommendations for graphics, diagrams, and tables.

The product of Phase I will be an outline that will make recommendations for a clear, usable Code that accomplishes the City's long-range objectives.

5.2 Phase II: First Draft Code and Web Based Platform:

- A. Prepare draft updates to the Code for City staff to review: incorporate suggestions provided by the City staff.
- Reformat the Code into an efficient, easy-to-use document (hard copy and online). Mechanisms such as cross-referencing, footnotes, illustrations, and tables should be used to enhance understanding of the Code and reduce misinterpretations.
 - Write the updates and review the updated Code for overall consistency and potential for unintended consequences.
 - Present the draft Code to City staff and revise as directed.
- B. Public Engagement Process: The City will lead public engagement and outreach with the support and advice of the Consultant alongside significant milestones of the LDC update. Consultant should advise on the timing of these public engagement sessions and responsible for preparing materials, both in-person and virtual.

5.3 Phase III: Final Draft Code, Public Hearings, and Adoption. Incorporate suggestions provided by public feedback and make adjustments accordingly for final draft and adoption.

- Plan and prepare for Public Hearings.
- Publish final draft.

5.4 Phase IV: Implementation. May include and may not be limited to development of internal training materials, hosting training sessions with staff, and informational presentations to the public.

- Facilitate with staff rollout.
- Training and post-adoption support.
- Support for biannual review by the zoning administrator.
- Establishing a framework for staff to address issues identified after adoption to help refine and assure recalibration.

6. PHASES AND SCHEDULE:

Total Project Time Frame: 30-40 months

6.1 Phase I: Code Assessment and Project Plan. Review Comp Plan FLU, MuniCode, official interpretations, formal decisions and administrative approvals, strategic planning documents/relevant studies, stakeholder interview summaries, and council interview summaries.

- Timeline: Target starts January 2024
- Duration: 6-8 months
- Cost Proposal: Consultant to provide itemized cost proposal for Phase I.
- Deliverables:

- A. Identification/summary of goals for the long-range growth and development of Tampa's physical environment based on the 2045 Comprehensive Plan and other planning efforts.
- B. Audited MuniCode with recommendations for (1) reorganization/restructuring of LDC; (2) table of contents; (3) updated definitions; (4) simplification of text; (5) removal of inconsistencies; (6) consolidation of footnotes; (7) inclusion of graphics/tables/illustrations; (8) feasibility of Hearing Officer; (9) evaluation of preapplication process.
- C. Project Timeline.

6.2 Phase II: First Draft Code (A) and Web Based Platform (B):

A. First Draft Code: Drafting based on Phase 1 Code Assessment. First draft code shall write policies to address 5 components:

1. Zoning districts, Special districts, and Historic districts, and use regulations.
 2. Updated tree and landscape code.
 3. Procedures, nonconformities, enforcement.
 4. Compliance with FLU.
 5. Examine feasibility of establishing design regulations in the public Right of Way.
- Timeline: Target start Summer/Fall 2024

- Duration: 12-15 months
- Cost Proposal: Consultant to provide itemized cost proposal for Phase II.
- Deliverable: Develop first draft based on Phase 1 recommendations.

B. Web Based Platform. Together with City staff, the Consultant shall develop a website dedicated to the development Code reform that will serve as platform for necessary engagement, and a repository for all information regarding the comprehensive Code reform. Additionally, a web-based version of the Code with associated illustrations, maps, interactive regulations.

- Timeline: Target start Summer/Fall 2024
- Duration: 12-15 months
- Cost Proposal: Consultant to provide itemized cost proposal for Phase III..
- Deliverable: Draft web-based platform.

6.3 Phases III and IV: Final Draft Code, Public Hearings, Adoption and Implementation

- Timeline: Target start mid-2025. Complete late 2026/early 2027.
- Duration: 6-9 months
- Cost Proposal: Consultant to provide itemized cost proposal for Phase IV.
- Deliverable: (1) Final Draft Code. (2) Final web-based Code linked to City’s online zoning map.

7. Contract Termination for Default. Has the Proposer’s company had a contract terminated for default in the last five years? Termination for default is defined as notice to stop performance which was delivered to the Proposer due to the Proposer's non-performance or poor performance and the issue of performance was either not litigated due to inaction on the part of the Proposer; or litigated and determined that the Proposer was in default.

If the Proposer’s company has had a contract terminated for default in this period, submit full details including the other party's name, address, and the phone number. Present the Proposer’s position on the matter. City Representative will evaluate the facts and may, at its sole discretion, reject the RFP on the grounds of its past experience.

8. Contract Termination for Convenience. Has the Proposer’s company had a contract terminated for convenience by the other contracting party in the last five years?

If the Proposer’s company has had a contract terminated for convenience in this period, submit full details including the other party's name, address, and the phone number. Present the company’s position on the matter. City Representative will evaluate the facts and may, at its sole discretion, reject the RFP on the grounds of its past experience.

9. Contract Litigation/Legal Proceedings. The Proposer shall identify any pending lawsuits, past litigation relevant to subject matter of this RFP, providing a statement of any litigation or pending lawsuits that have been filed against the Company in the last five 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.

10. MANAGEMENT

If, during the course of the project, the Successful Proposer makes personnel changes, the City has the right of review, acceptance, and/or reject proposed substitute(s). The City will make available the City’s management team for interview and consultation during plan(s) development and for review of the draft and final plans.

11. COORDINATION WITH THE CITY

The Successful Proposer shall identify the Project Manager to work in close coordination with the City. The City’s 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.

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

End of Section I

SECTION II. GENERAL CONDITIONS

12. GENERAL INFORMATION

12.1 Proposal Due Date. Sealed proposals will be received no later than the date and time indicated on page one of this document. Proposals will not be accepted after this time. All proposals shall be submitted thru the GETALL system (electronically). File name should not have special characters. Proposer must wait for confirmation of successful upload.

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

The City is not responsible for errors and omissions occurring in the transmission or downloading of any solicitation 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 proposal submittals between the City and its vendors. 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 for more information.

12.2 Addendum and Amendment to RFP. If it becomes necessary to revise or amend any part of this RFP, GetAll will provide notification of the Addendum to all prospective Proposers who received an original RFP notification making them a plan-holder. Addenda will be posted and disseminated by GetAll at least five days prior to the RFP opening date.

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

12.3 Errors and Omissions. Proposers discovering any ambiguity, conflict, discrepancy, omission, or other errors in this RFP, shall immediately notify the City of such error via email within Get All's system and request modification or clarification of the RFP. Modifications will be made by issuing an addendum and will be given by written notice to all prospective Proposers who queried the solicitation in Get All's system. Addenda will be posted and disseminated by GetAll at least five days prior to the RFP opening date. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this RFP prior to submitting the proposal or it shall be deemed waived.

12.4 Florida Public Records Law. In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Proposers should be aware that the Proposal and the responses thereto are in the public domain and are available for public inspection and copying. Using **Attachment B – Public Records Declaration or Claim of Exemption**, Proposer is required to acknowledge whether or not they are asserting that certain information in its proposal is confidential and/or proprietary and/or exempt from public disclosure. If the Proposer is asserting that certain information in its Proposal is confidential and/or proprietary and/or exempt from public disclosure, then the Proposer is required to do the following: (1) identify, with specificity, the information which the Proposer asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) place such information in a separate file labeled "REDACTED, EXEMPT FROM PUBLIC DISCLOSURE" this uploaded document must be separate from the Proposer's other Proposal 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 Proposer's confidential/proprietary/exempt information must be submitted with the Proposer's other Proposal documents. Proposer is advised that failure to follow the aforementioned instructions may result in Proposer's alleged confidential/proprietary/exempt information being disclosed to the public. This will be the Proposer's "REDACTED" copy. All submittals received in response to this Proposal will become the property of the City of Tampa and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.* **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 Proposer may be challenged in court by any person or entity. By designation of material in your Proposal submittal as exempt from public disclosure, Proposer agrees to defend the City of Tampa (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Proposer's designation of material as exempt from public disclosure and to hold harmless the City of Tampa (and its employees, agents and elected and appointed officials) for any award to a

plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to your designation of material as exempt from public disclosure.

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

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

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

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

1. Successful Proposer shall keep and maintain public records required by the City to perform the services;
2. Upon request from the City, Successful Proposer shall provide the City with copies of the requested records, having redacted records in total or in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the City) on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records, in part or in total that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the contract term and following completion (or early termination) of the contract if the Contractor does not transfer the records to the City;
4. Upon completion (or earlier termination) of the award, Successful Proposer shall within 30 days after such event either transfer to the City, at no cost, all public records in possession of the Successful Proposer or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Successful Proposer transfers all public records to the City upon completion (or earlier termination) of the award, Successful Proposer shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If Successful Proposer keeps and maintains public records upon completion (or earlier termination) of the award, Successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
5. The failure of Successful Proposer to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above shall be grounds for immediate unilateral termination of the contract by the City; the City shall also have the option to withhold compensation due Successful Proposer until records are received as provided herein.

6. IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE SUCCESSFUL PROPOSER'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS AWARD, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813/274-8351, COTPurchasingPRR@tampagov.net, AND MAILING ADDRESS OF PURCHASING DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 2ND FLOOR, 306 E. JACKSON STREET, TAMPA, FL 33602.

Note: Acknowledgement of the Florida Public Records Law must be submitted with the proposal, under Section II. General Conditions, Section 14. Content of Proposal, Tab 2.

12.5 City Of Tampa Ethics Code. The Proposer shall comply with all applicable governmental and city rules and regulations including the City's Ethics Code which is available on the City's Website. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-522)

Moreover, each Proposer responding to this Request for Proposal acknowledges and understands that the City's Charter and Ethics Code prohibit any City employee from receiving any substantial benefit or profit out of any contract or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such contract or obligation. The Successful Proposer shall ensure that no City employee receives any such benefit or interest as a result of the award of this Request for Proposal. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d))

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

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

The material(s) supplied shall be guaranteed to be free from defect of composition, conception, and workmanship for a minimum period one-year from the date of installation and final acceptance by the City. Any parts or portions found not in accordance with this RFP will be rejected by the City and returned to the Successful Proposer at the Successful Proposer's expense for immediate replacement.

12.7 Copyrights and Patent Rights. Proposer warrants that there has been no violation of copyrights, patent or other intellectual or proprietary rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Proposal, and Successful Proposer agrees to indemnify, defend and hold the City harmless from any and all liability, loss or expense by any such violation including litigation costs and attorneys' fees through the appellate process, and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of work.

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

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

12.9 WMBE Participation. The City of Tampa EBO office administers the Women/Minority Business Enterprise (WMBE) Program to promote the inclusion of WMBE Companies in procurement solicitations and contract awards. The City actively solicits participation in this project by City Certified WMBE Companies deemed **underutilized**. To obtain a list of the City's Certified WMBE Companies, visit the Equal Business Opportunity (EBO) Office website at <http://www.tampagov.net/ebo>. Under Programs and Services select WMBE and SLBE Directories. These directories include WMBE Certified Companies which are listed by Type of Services and by Company Names.

NOTE: In accordance with the Equal Business Opportunity Ordinance 26.5, The City of Tampa's WMBE policies are narrowly tailored to identify **underutilized** WMBEs by Industry Category. Proposers who are certified within the **underutilized** category for the work/scope detailed herein or subcontract with firms that are certified within the **underutilized** category will be eligible for weighted points in the selection process. Refer to **MBD Form 70** to identify **underutilized** WMBEs by Industry Category and MBD Form 71 for the WMBE Participation scoring criteria for this RFP. **For this RFP the underutilized WMBE Industry Category is "Professional Services"**.

12.10 SLBE Participation. In an effort to promote increased opportunities for Small Local Business Enterprises (SLBEs), the City actively solicits the participation of certified SLBE firms in the performance of contracts. To obtain a list of the City's Certified SLBE Companies, visit the Equal Business Opportunity (EBO) Office website at <http://www.tampagov.net/ebo>. Under programs and Services select WMBE and SLBE Directories. These directories include SLBE Certified Companies which are listed by Type of Services and by Company Names.

NOTE: In accordance with the Equal Business Opportunity Ordinance Chapter 26.5, SLBE vendors are eligible for weighted points in the selection process. Refer to MBD Form 71 for the SLBE participation scoring criteria for this RFP.

For additional information visit the Equal Business Opportunity Office website at www.tampagov.net/ebo

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

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

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

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

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

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

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

12.14 Proposer's Criminal History Screening Practices. Per City of Tampa Code of Ordinances, Section 2-284, Proposer is requested to provide information as to whether Proposer 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 Proposer voluntarily agrees to comply with the City's criminal screening practices as provided in Chapter 12,

Article IV of the City Code, Proposer will be awarded an **additional 5-points** as part of the evaluation of its proposal if Proposer submits notarized documentation with its proposal, and an assurance of compliance with Section 2-284 if awarded 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

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

12.16 Governing Law/Venue. The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement. The parties hereto submit to the exclusive jurisdiction and venue of the state and federal courts located in Hillsborough County, Florida.

12.17 Compliance with Laws. The Successful Proposer shall comply with all applicable laws, ordinances, and codes of the Federal Government, State of Florida, Hillsborough County, and the City of Tampa. It shall be the responsibility of the Successful Proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein which may apply. Failure to comply with all applicable laws, ordinances and codes may lead to termination of the contract.

12.18 Force Majeure. If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this contract (the "Nonperforming Party") will be excused from performing those obligations, on condition that it complies with its obligations herein. "Force Majeure Event" means, with respect to the Nonperforming Party, any event or circumstance, regardless of whether it was foreseeable, which was not caused by the Nonperforming Party, which prevents the Nonperforming Party from complying with any of its obligations under this contract, on condition that the Nonperforming Party uses reasonable efforts to comply with its obligations, except that a Force Majeure Event will not include any strike or other labor unrest that affects only one party, economic hardship of a party, an increase in prices, changes in market conditions, or a change of law. Upon the occurrence of the Force Majeure Event, the Nonperforming Party shall notify the other party in writing within ten (10) days of the occurrence of that the Force Majeure Event, its effect on performance, and how long that party expects the Force Majeure Event to last. Thereafter the Nonperforming Party shall update the other party as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this contract. The other party has the right to terminate the contract if the Non-Performing Party's Force Majeure Event continues for more than a reasonable time.

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

12.20 Conflict of Interest. The City requires that the Successful Proposer 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 Successful Proposer 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 Successful Proposer shall not be considered for award of this Contract. Failure to disclose said situations may lead to the disqualification of the Successful Proposer or the termination of its Contract.

Any such interests on the part of the Successful Proposer 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 and should be included under Section 14. Content of Proposals, Tab 3. Also, the Successful Proposer 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.

12.21 Audit Rights. Successful Proposer agrees that the City or its authorized representative shall have access to, and the right to audit, examine, or reproduce, the financial books and records of Successful Proposer related to

Successful Proposer's performance under the contract. Successful Proposer shall retain all such records for a minimum period of six (6) years from the date of termination of the contract, including any renewal or extension hereof, or for such longer period of time as required by federal or state law, and shall be extended until the completion of any audit in progress. Successful Proposer must keep all financial records in a manner consistent with generally accepted accounting principles. Successful Proposer must provide access during normal business hours to the requested records no later than ten (10) calendar days after the written request by the City or its authorized representative. If any audit reveals any material deviation from the contract requirements, any misrepresentations or any overcharges to the City, the City will be entitled to recover damages, as well as the cost of the audit. Any adjustments or payments which must be made as a result of any such audit or inspection of the Successful Proposer's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the City's audit findings to the Successful Proposer. Successful Proposer shall include this right to audit section in any subcontractor agreements entered into in connection with this contract.

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

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

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

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

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

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

12.24 Indemnification. The Contractor/Successful Proposer/Firm (collectively the "Firm") releases and agrees to defend, indemnify and hold harmless the City of Tampa, its officers, elected and appointed officials, and employees from and against any and all liabilities, losses, claims, suits, actions, causes of action, either at law or in equity, damages, charges, judgments, or expenses (including attorney's fees and court costs, whether at trial or appeal) which the City may suffer, sustain, incur, or in any way be subjected to by reason of or as a result of any act, negligence, or omission on the part of the Firm, its agents or employees, in the execution or performance of the obligations assumed under or incidental to, the Award/Contract/Agreement (collectively the "Agreement") into which the Firm and the City will enter, except when caused solely by the fault, failure, or negligence of the City, its agents, or employees. Firm's duty to defend is separate and apart from Firm's duty to indemnify and hold harmless and exists immediately upon presentation of written notice of a suit, claim or action of any nature to the Firm by a party entitled to a defense hereunder. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by the provisions of Section 725.06, Florida Statutes or any other applicable law, then this section 12.24 shall be so limited to said section 725.06 and with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of (i) the monetary

value of this contract, (ii) the coverage amount of Commercial general liability insurance required under the contract, or (iii) \$1 Million Dollars. Otherwise, the obligations under this section 5. will not be limited by the amount of any insurance required to be obtained or maintained under this contract. Contractor's duties to defend and indemnify pursuant to this section 12.24 shall survive the early termination or expiration of the contract 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. Nothing in this section or in the contract shall be construed as a waiver of any immunity from or limitation of liability the City, its officers, agents, and employees may have under the doctrine of sovereign immunity under common law or statute.

12.25 Contractor Background Checks. When assigning employees to work on City property, the Successful Proposer 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"

12.26 Employee Verification. In accordance with Section 448.095, Florida Statutes, the Successful Proposer 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. The Successful Proposer 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 Successful Proposer enters into a contract with a subcontractor, the subcontractor must provide the Successful Proposer with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Successful Proposer shall maintain a copy of such affidavit for the duration of the contract. If the City has a good faith belief that the Successful Proposer has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate the Contract with the Successful Proposer, and the Contractor may not be awarded a contract with the City for at least 1 year after the date on which the contract was terminated. The Successful Proposer 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 Successful Proposer has otherwise complied with the law, the City shall promptly notify the Successful Proposer and order the Successful Proposer to immediately terminate the contract with the subcontractor.

12.27 Responsible Vendor Determination. The City of Tampa will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible vendor and will not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

13. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

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

13.2 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. 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.

14. CONTENT OF PROPOSALS

14.1 Proposer Responsibility. Proposers are advised that the City's ability to evaluate proposals is dependent in part on the Proposer's ability and willingness to submit proposals which are well ordered, detailed, comprehensive and readable. Clarity of language and adequate, accessible documentation is essential. Proposers should maintain the sequence of sections as they are depicted in the RFP. It is the Proposer's responsibility to examine all specifications and conditions thoroughly and comply fully with specifications and all attached terms and conditions.

It is the Proposer's responsibility to provide a full and complete written response that does not require interpretation or clarification by the City Representative. The Proposer is to provide all requested materials, forms, and information. The Proposer is responsible to ensure the materials submitted will properly and accurately reflect the Proposer specifications

and offering. During scoring and evaluation (prior to any interviews), the City Representative will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP deadline; however, this does not limit the right of the City Representative to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past experience by the City in assessing responsibility), or to seek clarifications as needed by the City.

14.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to fulfill the requirements of the proposal. The proposal submitted is the City's official record and recording of the RFP. Submit electronic copies in Acrobat Adobe PDF format. Pages must be identified with page numbers. File name should not contain special characters. Proposer must wait for confirmation of successful document upload.

If Proposer is declaring any portion of the proposal is Confidential and/or Proprietary a copy of proposal marked "REDACTED" should also be provided to the City with the original following the instructions stated under Section II. General Conditions, Subsection 12.4 Florida Public Records Law.

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

IN GETALL, THE FOLLOWING ITEMS SHOULD BE GROUPED AND UPLOADED INTO THE "MAIN SOLICITATION RESPONSE" SECTION:

- **Title Page.** Type the name of Proposer's firm, address, telephone number, name of contact person, email address, date, and the title of the RFP.
- **Table of Contents.** Include a clear identification of the written material by section and by page number.
- **Proposal Submittal Check List.** Complete and submit Attachment A. for compliance of certain requirements identified in the RFP package.
- **Tab 1. Addenda.** Include a copy of the addendum, or addenda associated with the RFP, if applicable. Incomplete proposals will not be considered.
- **Tab 2. Florida Public Records Law.** Include a written acknowledgement of the Florida Public Records Law requirements from Section II. General Conditions, Section 12. General Information, Subsection 12.4 including executed copy of Attachment B – Public Records Declaration or Claim of Exemption.
- **Tab 3. Conflict of Interest.** Include executed copy of Attachment C – Conflict of Interest Form.
- **Tab 4. Response to Proposal.** Specifically state the Proposer's understanding of the work to be accomplished and make a positive commitment to perform the work in Section I. Scope of Services.
- **Tab 5. Section I, Scope of Services.** Include all the requirements and/or documentation requested under Section I. Scope of Services, Section 4.2 Submittal Requirements.
- **Tab 6. References.** Include a reference list of at least three clients to whom the Proposer has provided services similar to those being proposed to the City. This list will include the following information:

Name of Client
Date of Services
Address
Contact Person
Telephone Number
Email Address

- **Tab 7. General Statement of Experience and Qualifications.** Include a written, verifiable statement of experience in providing and managing similar services, including specific information regarding implementation of municipal Code reforms inclusive of clear, high-quality diagrams,

tables, and illustrations. If the Proposer does not possess the specific information requested, Proposer shall provide any pertinent information or experience Proposer feels may qualify Proposer for consideration of award.

- **Tab 8. Operational Plan.** Include a narrative description and/or organizational chart outlining the methods of operation, operational structure, and services to be provided by the Proposer for each phase under Section I. Scope of Services, Subsection 5. Scope of Work. This description should fully and completely demonstrate the Proposer's intended methods for servicing the requirements. Proposers are also encouraged to provide any other pertinent information that will assist the City in evaluating the proposed method of operation.
- **Tab 9. Sub-Contracting Submittals.** No Successful Proposer shall assign the contract or any rights or obligations thereunder without the written consent of the City. **The Successful Proposer shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless prior written consent to subcontract a greater percentage of the work first obtained by the City.** In the event of such approved subcontracting, the Successful Proposer agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:
 - Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
 - Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20

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

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

IN GETALL, THE FOLLOWING ITEM SHOULD BE UPLOADED IN THE "COST PROPOSAL SECTION":

- **Tab 10. Compensation.** Submit an all-inclusive cost statement. Provide a detailed cost statement for providing the services indicated in Section I. Scope of Services, Subsection 5. Scope of Work. Itemize fees, expenses, and any optional costs separately.

IN GETALL, THE FOLLOWING ITEMS SHOULD BE GROUPED AND UPLOADED IN THE "SOLICITATION SUBMITTAL SECTION":

- **Tab 11. Proposer's Affidavit.** Complete, submit and have notarized the Proposer's Affirmation form provided in the RFP Package. This form must be signed by an authorized representative of the firm as defined below.
- **Tab 12. Proposal Signature Form.** Complete and submit the Proposal Signature form and Requested Voluntary Information Regarding Proposer's Initial Employment Application Content form provided in the RFP Package. These forms must be signed by an authorized representative of the firm as defined below:

When Proposer is a corporation, the president, vice president or other person duly authorized to bind the corporation shall set out the corporate name in full beneath which he/she shall sign his/her name and give the title of his/her office or position. The proposal shall also bear the seal of the

corporation attested by its corporate secretary. Proposals signed by a person other than an officer of the corporation, shall be accompanied by evidence of authority.

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

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

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

When the Proposer is a joint venture, each joint venturer must sign the proposal as hereinabove indicated.

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

- **Tab 13. Per Section 12.14 Proposer’s Criminal History Screening Practices. Include documentation as referenced.**

15. EVALUATION OF PROPOSALS

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

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

| EVALUATION CRITERIA | MAXIMUM POINT VALUES |
|---|-----------------------------|
| Cost to the City | 10 points |
| Firm’s Experience and Qualifications | 30 points |
| Personnel | 15 points |
| Responsiveness to the Scope of Services | 20 points |
| Proposer’s Criminal History Screening Practices | 5 points |
| WMBE/SLBE Participation | 20 points |
| TOTAL POINTS | 100 points |

15.2 Application of WMBE and SLBE Evaluation Points. During the evaluation of proposals for WMBE and SLBE participation, the Equal Business Opportunity (EBO) Office will be responsible for assigning the points under these criteria. Points are determined per MBD Form 71 (EBO Guidelines for Evaluation Points on Request for Proposals) which is attached to this RFP document.

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

15.3.1 Responsiveness of the Proposal to the scope of work.

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

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

15.3.4 Responses of the client references.

15.3.5 Such other information that may be required or secured.

15.4 SHORT- LISTING

The Evaluation Committee at its sole discretion may create a short-list of the highest scored proposals based on the preliminary evaluation against the evaluation criteria. Only those short-listed Proposers would be invited to participate in interviews and/or presentations, demonstrations, or product testing. Upon conclusion of any interviews and/or presentations, demonstrations or product testing, the Evaluation Committee will finalize the scoring against the evaluation criteria.

15.5 INTERVIEWS/DEMONSTRATIONS

If requested, Proposers may be required to participate in on-site interviews and conduct demonstrations to the City's Evaluation Committee and other City representatives, in order to clarify the proposal submitted and present the Proposer's proposed solution. Additionally, the Proposer's key personnel may be required to be in attendance during this process.

Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as its qualifications to furnish the specified products and services. The interviews and demonstrations will be scored by the Evaluation Committee.

Notwithstanding the possibility of a request for an on-site interview and demonstrations, Proposers shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation. Any costs incurred for the interviews and the oral demonstrations are the responsibility of the Proposer.

15.6 The City reserves the following rights to:

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

15.6.2 Request that Proposer(s) modify its proposal to meet the needs of the City more fully, including Best and Final Offer(s) (BAFO), or to furnish additional information as the City may reasonably require.

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

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

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

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

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

16. ADDITIONAL CONTRACT TERMS

16.1 Basis of Award. A contract will be awarded to the most responsible and responsive Proposer whose proposal meets the needs of the City to the best degree. **OFFICIAL AWARD WILL BE MADE BY CITY OF TAMPA PURCHASE ORDER ONLY.**

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

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

16.2 Contract Term. The period of the contract shall be for 40 months from the effective date of the award.

16.2.1 Supplemental Unilateral Renewal Periods. The City, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same terms and conditions. Notice of the City's intent to renew shall be provided by the City in writing to the Successful Proposer prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

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

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

10-day written notice with cause; or

30-day written notice without cause.

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

16.6 Proposal Prices. Prices quoted in the proposal shall include any and all shipping costs, shipped F.O.B. Tampa, FL, 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 contract shall be paid by the Successful Proposer and shall be deemed to be included in the proposal. The laws of the State of Florida provide that sales tax and use taxes are payable by the Successful Proposer upon the tangible personal property incorporated in the work and such taxes shall be paid by the Successful Proposer and shall be deemed to have been included in the proposal. The City is exempt from all State and Federal sales, use and transportation taxes.

Proposal prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Successful Proposer is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Successful Proposer 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 Successful Proposal, the City, and any indemnified party. This provision shall survive the termination of this contract 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.

16.7 Government Purchasing Council. Hillsborough County Government Purchasing Council ("GPC") members, may, at their discretion or option, utilize this proposal as they require. Estimated quantities for Hillsborough County GPC members have not been included in the solicitation. Purchases by these entities may increase the value of the award. A list of the members of the GPC is contained within this solicitation document.

Any Hillsborough County GPC member which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, and issue its own exemption certificates as required by the Proposer. It is understood and agreed that the City of Tampa is not a legally bound party to any contractual agreement made between any other governmental entity and the Successful Proposer as a result of this RFP.

16.8 Use of Contract by Other Governmental Agencies. Unless otherwise stipulated by the Successful Proposer in its proposal, the Successful Proposer agrees to make available to all government agencies, departments, and municipalities the proposed prices submitted in accordance with the terms and conditions of this Solicitation Document, should any governmental entity desire to buy under the Contract resulting from this Solicitation Document.

Any other governmental agency, department, or municipality which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, and issue its own exemption certificates as required by the Proposer. It is understood and agreed that the City of Tampa is not a legally bound party to any contractual agreement made between any other governmental entity and the Proposer as a result of this solicitation.

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

16.10 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 Florida's Local Government Prompt Payment Act. Proposers 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.

16.11 Minimum Wage Amendment. The Successful Proposer shall comply with the minimum wage requirements as required in Article X, Section 24, Constitution of the State of Florida.

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

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

- Invoice number;
- Company Name;
- City work order number (if applicable);
- Purchase order number;
- Location and dates of work;
- Cost of work as stated on Pricing/Proposal pages and extended price to reflect total cost.

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

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

16.13 Contract Changes. No changes, over the contract period, shall be permitted unless prior written approval is given by the Director of Purchasing and, 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.

16.14 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 contract. Any attempted assignment of this contract by a party without the advance written approval of the other party shall be invalid and unenforceable against the other party. Any approved assignment of this contract by the Successful Proposer will not relieve the Successful Proposer from the performance of its duties, covenants, agreements, obligations, and undertakings under this contract, unless the assignment expressly provides otherwise. No assignment by the Successful Proposer shall be effective unless the assignee confirms in writing to the City that the assignee accepts and shall comply with all of the duties, responsibilities, and obligations of the Successful Proposer. Notwithstanding the foregoing, the City may assign its rights under this contract (without the Successful Proposer's consent or approval) to a governmental successor of the City. An assignment by the City of its rights under this contract to a governmental successor of the City will relieve the City from the performance of its duties, covenants, agreements, and obligations under this contract after the effective date of the assignment. However, the City shall continue to be liable for the obligations it incurred under this contract prior to the effective date of the assignment. Action by the City in awarding a proposal to a proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this contract.

In the event of such approved Sub-Contracting, the Successful Proposer 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 Schedule of Sub-Contracting forms, with the proposal response.

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

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

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

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

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

17. 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 Successful Proposer shall comply with the following Statement of Assurance:

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

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

Successful Proposer further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this contract. Successful Proposer 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 Proposer(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.

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

End of Section II

SECTION III. PROPOSER'S AFFIDAVIT AND PROPOSAL SIGNATURE FORMS

PROPOSER'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 Proposer in the matter at hand, as follows:

1. That the Proposer, if a natural person, is of lawful age.
2. That if the Proposer 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 Proposer is operating under a fictitious name, Proposer 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 Proposer has not submitted a rigged proposal, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this RFP with any other natural person, partnership, corporation or other entity making a proposal for the same purpose. The Proposer 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 Proposer 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 Proposer. The contract let under such circumstances shall be deemed invalid.
6. That the Proposer 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 to this Proposer; nor does the Proposer know of any City officer or employee having any financial interest in assisting the Proposer to obtain, or in any other way effecting, the award of the contract to this Proposer.
8. That, by submitting this proposal, the Proposer certifies that he/she has fully read and understands the RFP 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 proposal, Affiant certifies compliance with Section 287.135, Florida Statutes and for contracts for goods or services of \$1 million or more, that the Proposer 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 Proposer 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 Proposer to civil penalties, attorney's fees, other costs, and termination of any contract that is awarded.

The Proposer 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.

Proposer: 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

**PROPOSAL SIGNATURE FORM
FOR
CITY OF TAMPA LAND DEVELOPMENT CODE CONSULTANT**

In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to provide **RFP# 21100923, CITY OF TAMPA LAND DEVELOPMENT CODE CONSULTANT**, in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation. This completed Proposal Signature form must be submitted with the Proposer's written proposal and will become a part of any agreement that may be awarded. This Proposal Signature Form must be signed by an authorized representative, as defined in Section II. General Conditions, Subsection 14. Content of Proposal of this RFP. **If the Proposal Signature Form is not signed by an authorized representative (accompanied by evidence of authority) or submitted with the proposal, the proposal is considered non-responsive.**

Please type or print:

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Federal ID #.: _____ Telephone No.: _____ Email: _____

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

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

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

Minority Business Status: Black Hispanic Woman Other

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

| Agency Name | Certification Number | Expiration Date |
|-------------|----------------------|-----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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

By signing this Proposal Signature Form, the Proposer complies with all of the requirements of the RFP package including but not limited to Communication Policy and City of Tampa Ethics Code contained in SECTION II. GENERAL CONDITIONS.

NOTE: When Proposer is a corporation, the president, vice president or other person duly authorized to bind the corporation shall set out the corporate name in full beneath which he/she shall sign his/her name and give the title of his/her office or position. The proposal shall also bear the seal of the corporation attested by its corporate secretary. **Proposals signed by a person other than an officer of the corporation, shall be accompanied by evidence of authority.**

Authorized Signature: _____ Date: _____

End of Section III

SECTION IV. SUB-CONTRACTING FORMS AND PAYMENT FORM



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

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

Contract No.: **23-P-01221** Contract Name: **LAND DEVELOPMENT CODE CONSULTANT**
 Company Name: _____ Address: _____
 Federal ID: _____ Phone: _____ Fax: _____ Email: _____

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

- No Firms were contacted or solicited for this contract.**
 No Firms were contacted because: _____
 See attached list of additional Firms solicited and all supplemental information (List must comply to this form)

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

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

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

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

Signed: _____ Name/Title: _____ Date: _____
Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive
Forms must be included with Proposal



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 proposals. **All** subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that follow correspond to the headings on the form required to be completed. **Note:** Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

- **Contract No.** This is the number assigned by the City of Tampa for the proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. **Note:** Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted or solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

The following instructions are for information of any and all subcontractors solicited.

- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as either Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes aka “National Institute of Governmental Purchasing” are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method(s) of soliciting for bid.
- **Quote or Resp. (response) Rec’d (received) Y/N.** Indicate “Y” Yes if you received a quotation or if you received a response to your solicitation. Indicate “N” No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

For additional information visit the Equal Business Opportunity Office website at www.tampagov.net/ebo



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

Page 3 of 4 – DMI Solicited/Utilized Schedules

**City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-20)**

Contract No.: 23-P-01221 Contract Name: LAND DEVELOPMENT CODE CONSULTANT

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

Total ALL Subcontract / Supplier Utilization \$ _____

Total SLBE Utilization \$ _____

Total WMBE Utilization \$ _____

Percent SLBE Utilization of Total Bid/Proposal Amt. _____% Percent WMBE Utilization of Total Bid/Proposal Amt. _____%

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

Signed: _____ Name/Title: _____ Date: _____

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



Page 4 of 4 DMI – Solicited/Utilized

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

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

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

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

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

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

For additional information visit the Equal Business Opportunity Office website at www.tampagov.net/ebo



City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments [] Partial [] Final
(FORM MBD-30)

Contract No.: **23-P-01221** Contract Name: **LAND DEVELOPMENT CODE CONSULTANT**
 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 [] Sub [] Supplier Federal ID | | | Amount Pending Previously Reported | Sub Pay Period Ending Date |
| | | | \$ | \$ |
| | | | | |
| | | | \$ | \$ |
| | | | | |
| | | | \$ | \$ |
| | | | | |
| | | | \$ | \$ |
| | | | | |
| | | | \$ | \$ |
| | | | | |
| | | | \$ | \$ |
| | | | | |

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

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

Signed: _____ Name/Title: _____ Date: _____

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

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



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

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

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

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

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

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

For additional information visit the Equal Business Opportunity Office website at www.tampagov.net/ebo



**City of Tampa
Official Letter of Intent**

(Form MBD-40)

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

Proposal/Contract Number: _____

Proposal/Contract Name: _____

A. To be completed by the Proposer

Name of Bidder: _____

Address: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email: _____

B. To be completed by WMBE/SLBE

Name of WMBE/SLBE: _____

Address: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email: _____

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

D. Cost of work to be performed by WMBE/SLBE: _____

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

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

Proposer: _____ Date: _____

Signature and Title

WMBE/SLBE Firm: _____ Date: _____

Signature and Title

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

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

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

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

To be Completed by the Proposer – Please provide prime contractor or proposers detailed company information as indicated.

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

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

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

Proposer – Signature of authorized agent for the prime contractor or Proposer with date signed.

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

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

Procurement Guidelines To Implement Minority & Small Business Participation

Underutilized WMBE Primes by Industry Category

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

Underutilized WMBE Sub-Contractors / Sub-Consultants

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

Policy

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

Index

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

Industry Categories

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

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

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

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

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

MBD Form-70



EBO Guidelines for Evaluation Points on Request for Proposals

Points Pursuant to Designated Industry Category: Professional Services

FORM MBD-71

(Refer to MBD Form 70 and Form 50-GFE Outreach)

| | Evaluation Criteria | Point Values |
|--|--|---------------------|
| A. | Underutilized WMBE Firms participating as the Prime Contractor (City of Tampa Certified Only) | 20 |
| B. | City of Tampa Certified SLBE firms participating as the Prime Contractor, which include City of Tampa Certified WMBE/SLBE sub-(contractor, consultant) participation | 5 - 15 |
| C. | Non-City of Tampa Certified WMBE/SLBE Prime Contractor with meaningful sub-(contractor, consultant) participation by City Certified Underutilized WMBE and/or SLBE firms | 1 - 15 |
| D. | * External agency WMBE/SLBE/DBE certifications recognized by City of Tampa for designated RFP, RFQ, RFI solicitations | 0 – 7 |
| NOTE: The maximum points available for WMBE and/or SLBE participation will not exceed twenty (20) | | |

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

- A. A maximum of twenty (20) rating points may be awarded when the Proposer is a City of Tampa Certified WMBE firm deemed underutilized within the Industry category established by the RFQ.
- B. A maximum of fifteen (15) rating points may be awarded when the Proposer is a City of Tampa certified SLBE with meaningful participation by City certified WMBE/SLBE sub- contractors/consultants.
- C. One to Fifteen (1-15) rating points may be awarded when the Proposer is not a City of Tampa certified WMBE/SLBE prime contractor but utilizes either Underutilized WMBE and/or SLBE certified firm(s) as sub-contractors/consultants and assigned to perform meaningful segments of the contractual services detailed herein and documented on the enclosed MBD Form 10-20.
- D. A maximum of seven (7) “discretionary” rating points may be awarded when the Proposer provides WMBE/SLBE participation from an external agency recognized by the City. Discretionary points may be awarded for ancillary participation (see definition). The point values for ancillary participation may be subordinate to weighted values outlined in categories A, B and C above.

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

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

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

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

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

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

ATTACHMENT A - PROPOSAL SUBMITTAL CHECK LIST

The Proposer is cautioned to read and become familiar with all sections of the City of Tampa’s (City) RFP package. Failure to do so may result in the submission of an irregular RFP response by the Proposer resulting in its possible rejection by the City. The following itemized checklist identifies various items that are mandatory requirements in order to accept the Proposer’s response to the City’s RFP. No representation is made that the following checklist is a complete guide to every requirement for consideration by the Proposer.

It is the responsibility of the Proposer to complete the Check List, identify the proposal page number and submit in the proposal under Section II. General Conditions, Section 14. Content of Proposal.

| MANDATORY REQUIREMENTS | PAGE NUMBER IN PROPOSAL |
|--|--------------------------------|
| TAB 1 ADDENDA | _____ |
| TAB 2 FLORIDA PUBLIC RECORDS LAW ATTACHMENT B. Form is filled out and executed. | _____ |
| TAB 3 CONFLICT OF INTEREST ATTACHMENT C. Form is filled out and executed. | _____ |
| TAB 4 RESPONSE TO PROPOSAL | _____ |
| TAB 5 SECTION 1, SCOPE OF SERVICES | _____ |
| TAB 6 REFERENCES | _____ |
| TAB 7 GENERAL STATEMENT OF EXPERIENCE & QUALIFICATIONS | _____ |
| TAB 8 GENERAL OPERATING PROCEDURES & GUIDELINES (OPERATIONAL PLAN) | _____ |
| TAB 9 SECTION IV. SUB-CONTRACTING FORMS Form MBD 10 - Solicited Form is filled out and executed. | _____ |
| Form MBD 20 - Utilized Form is filled out and executed. | _____ |
| <u>Failure to submit these forms shall result in your bid being deemed as “non-responsive”</u> | |
| TAB 10 COMPENSATION | _____ |
| SECTION III. PROPOSER’S AFFIDAVIT FORM (TAB 11) Form is filled out, executed and notarized. | _____ |
| SECTION III. PROPOSAL SIGNATURE FORM (TAB 12) Form is filled out and executed. | _____ |
| TAB 13 Proposer’s Criminal History Screening Practices, documentation if applicable | _____ |
| Proposal is submitted in the format required under Section 11. Content of Proposal? | _____ |

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

Per Section 12.14 Proposer's Criminal History Screening Practices, Proposer will comply with ("ban the box requirements")

YES () if yes, required documentation must be submitted with your proposal in order to be considered for the 5 evaluation points.

NO ()

NO () However, Proposer 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: _____

ATTACHMENT B - PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

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

Note: Execute either section I. or II., but not both; Proposer may not modify language.
Information regarding the Florida Public Records Law can be located in the RFP under Section II. General Conditions, Section 1. General Information, Subsection 12.14 Florida Public Records Law.

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

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

Proposer's Signature

Date

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

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

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

Proposer's Signature

Date

ATTACHMENT C - CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

YES _____ NO _____

NAME(S) / POSITION(S)

FIRM NAME: _____

BY (PRINTED NAME): _____

BY (SIGNATURE): _____

TITLE: _____

DATE: _____

ATTACHMENT D

GPC LISTING

City of Plant City

Purchasing Manager
Drawer C
Plant City, FL 33563 813-659-4270 -
Telephone 813-659-4216 - Fax

City of Temple Terrace

P.O. Box 16930
Temple Terrace, FL 33687
813-506-6420 – Telephone
813-989-7185 – Fax

Clerk of Circuit Court

601 E. Kennedy Blvd.-13th Floor
P.O. Box 1110
Tampa, FL 33601
Phone: (813) 276-8100 Ext.7721
FAX: (813) 272-5521
www.hillsclerk.com

**Tampa-Hillsborough County
Expressway Authority**

1104 East Twiggs St. Suite #300
Tampa, Florida 33602
813-272-6740 – Telephone
813-276-2492 – Fax

**Hillsborough Area Regional Transit
Authority**

4305 E. 21st Street
Tampa, FL 33605
813-623-5835 – Telephone
813-664-1119 – Fax

Hillsborough Co. Aviation Authority

P. O. Box 22287
Tampa International Airport
Tampa, FL 33622-2287
Phone: (813) 870-8730
FAX: (813) 875-6670
www.tampaairport.com

Hillsborough County School Board

P. O. Box 3408
Tampa, FL 33601-3408
Phone: (813) 272-4329
FAX: (813) 272-4007
www.sdhc.k12.fl.us

Hillsborough Community College

39 Columbia Drive
Tampa, FL 33606
813-253-7060 – Telephone
813-253-7561 – Fax

**Hillsborough County Board of
County Commissioners**

601 E. Kennedy Blvd., 25th Floor
Tampa, FL 33601
Phone: (813) 272-5790
FAX: (813) 272-6290
procurementservices@hillsboroughcounty.org

Hillsborough Co. Sheriff's Office

P.O. Box 3371
Tampa, FL 33601
813-247-8032 – Telephone
813-242-1825 – Fax

State Attorney's Office

800 E. Kennedy Blvd., 5th Floor
Tampa, FL 33602
813-272-5400 – Telephone
813-272-7014 – Fax

Tampa Port Authority

P.O. Box 2192
Tampa, FL 33601
813-905-5164 – Telephone
813-905-5109 – Fax

Supervisor of Elections

601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Phone: (813) 276-8274
FAX: (813) 272-7043
www.votehillsborough.org

City of Tampa Housing Auth.

1514 Union Street
Tampa, FL 33607
813-253-0551 – Telephone
813-4522 – Fax

Tampa Sports Authority

4201 N. Dale Mabry Highway
Tampa, FL 33607
813-673-4300 – Telephone
813-673-4312 – Fax

Tax Collector

601 E. Kennedy Blvd., 14th Floor
Tampa, FL 33602
Phone: (813) 307-6222
FAX: (813) 307-6521
www.hillstax.org

The Children's Board of Hills. County

1002 E. Palm Avenue
Tampa, FL 33605
Phone: (813) 229-2884
FAX: (813) 228-8122
www.childrensboard.org

University of South Florida

Purchasing Services
4202 E Fowler Ave SVC-1072
Tampa, FL 33620
813-971-3340 – Telephone

Property Appraiser

601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Phone: (813) 272-6100
FAX: (813) 272-5519
www.hcpafl.org

Tampa Palms Community Dev. Dist.

16311 Tampa Palms Blvd W
Tampa, FL 33647
Phone: (813) 977-3933
Fax: (813) 977-6571
www.tpoa.net

EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Successful Proposer/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may terminate the Agreement. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

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

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

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

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

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

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.

Revised 10/5/2022