



City of Tampa

Jane Castor, Mayor

Housing and Community Development

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REQUEST FOR PROPOSAL (RFP)

Funding Source

Community Development Block Grant (CDBG)

Activity Types

Public Facility Improvements

Contract Period

FY26/PY25

RFP Release Date

April 8, 2025

Submittal Deadline

May 6, 2025 at 4:00pm EST

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I. INTRODUCTION

The City of Tampa has released the Request for Proposal (RFP) for the Community Development Block Grant (CDBG) programs. The City of Tampa has allocated **approximately \$1,000,000** in federal CDBG funds for Public Facility Improvement Activities. Beginning **April 8, 2025**, the Universal Funding Request for Proposal (RFP) for the Community Development Block Grant (CDBG) programs will be released. The funds must be used to benefit low- to moderate-income persons (80% Area Median Income or below), low-income areas, or to eliminate slum or blight conditions. CDBG funding cannot replace local funding of low-income activities but is meant to supplement other funding sources. Applications will be accepted from **April 8, 2025 to May 6, 2025, at 4:00pm EST** via the Neighborly platform. Please note that applications will only be recommended if budgeted funds for these programs are available. The City of Tampa may expend federal funds as outlined in the FY26/PY25 Annual Action Plan (AAP) and the 2022-2026 Consolidated Plan for the following activities:

- Public Facility Improvements

TRAINING & WORKSHOP SESSIONS

FY26PY25 CDBG Public Facilities Improvements Request for Proposal (RFP) Workshop

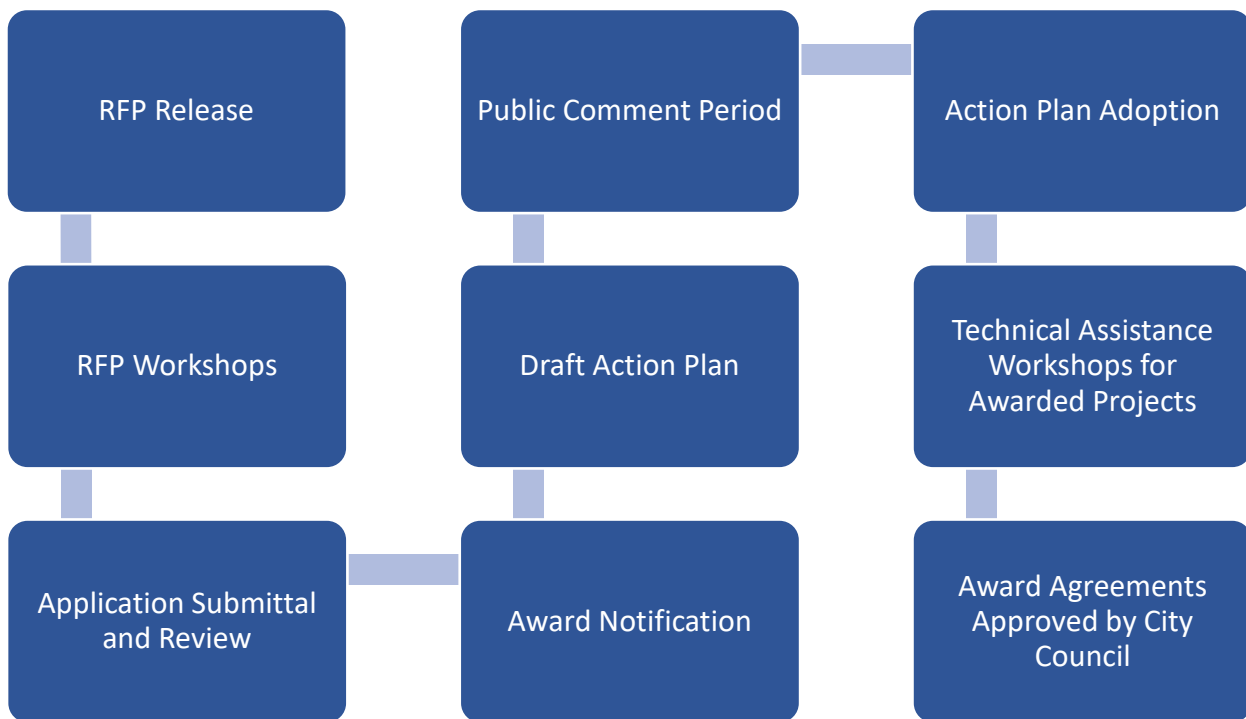
City staff are available to review and assist applicants with the application process during the technical assistance workshops. Detailed requirements for this application can be found in this document. The application must be completed using the Neighborly platform, which can be accessed at: <https://portal.neighborlysoftware.com/TAMPAFL/Participant#>.

- **Training type:** In person (Attendance is not required to apply but it is highlight encouraged.)
- **Date and time:** April 14th 1:30pm
- **Location:** 2555 E Hanna Ave., The Bay Conference Room 3rd Floor
- **Questions:** Questions relative to the interpretation of the Scope of Services or the proposal process should be submitted via email to HCDinfo@tampagov.net on or before 4:00 p.m. EST on April 15, 2025. Questions submitted after the deadline date will not receive responses. If inquiring by postal service, please allow ample time for mail to be received before the deadline.

For additional program information, contact the Housing and Community Development Department (HCD) at: Phone: (813) 274-7954, Email: hcdinfo@tampagov.net.

Mail: City of Tampa Housing and Community Development, 2555 E. Hanna Ave., Tampa, FL 33610

II. GENERAL APPLICATION & AWARD PROCESS



III. RFP TIMELINE

TENTATIVE SCHEDULE OF EVENTS

Dates subject to change. Please visit www.tampagov.net/hcd for any updates.

FY26PY25 CDBG Public Facilities RFP Release	April 8, 2025
FY26PY25 CDBG Public Services and Housing Counseling Request for Application (RFP) Workshop Attendance is not required to apply but it is highly encouraged. <ul style="list-style-type: none"> • Training type: In person • Date: April 14, 2025 • Time: 1:30pm– Public Facilities Location: 2555 E. Hanna Ave., 3rd st Floor Community Room	April 14, 2025
Workshop Questions Due	April 15, 2025
Workshop Questions Responses Due	April 17, 2025
Workshop Questions Clarification Request Due	April 21, 2025
Workshop Questions Clarification Responses Due	April 24, 2025
FY26PY25 CDBG Public Services and Housing Counseling RFP Submission Deadline	May 6, 2025
Application Compliance Review (internal)	May 7, 2025
Applications Issued to Reviewers	May 8, 2025
Application Review and Recommendations Date: TBD Time: TBD Location: TBD	TBD, 2025
First Public Hearing- FY2026 Action Plan	June 12, 2025
Draft and Action Plan and Second Public Hearing	July 24, 2025
30 Day Public Comment Period Closes	July 24, 2025
Final Plan Deadline to HUD	August 15, 2025
Fiscal Year 2026 begins	Contract period: October 1, 2025 to September 30, 2026

IV. FUNDING GUIDELINES & ELIGIBLE ACTIVITIES

The Annual Action Plan is prepared and submitted to HUD to implement HUD's three community development performance objectives:



**Decent
Housing**



**A Suitable
Living Environment**



**Expand Economic
Opportunities**

The Community Development Block Grant (CDBG) entitlement program allocates annual funding to larger cities and urban counties to develop viable communities by providing decent housing, a suitable living environment, and opportunities to expand economic opportunities, principally for low- to moderate-income (LMI) persons within the City of Tampa (80% AMI and below).

For more detailed information on the CDBG program, including national objectives and eligible activities, please visit the U.S. Department of Housing and Urban Development website at www.HUDExchange.gov. Guidelines may differ for each program or activity.

PLEASE NOTE: *The acceptance of CDBG funding will require monitoring not only through the City of Tampa but possibly also by HUD and the State Auditor. These monitoring and audit activities go beyond those experienced by organizations that receive general fund grants from the City of Tampa. There is additional exposure to liability and costs (in real dollars and staff time, among other resources) due to the rules and regulations associated with CDBG. Therefore, we strongly encourage organizations to understand the administrative responsibilities that come with CDBG funding and take that into consideration before applying. Detailed information on CDBG administrative requirements can be found in *Playing by the Rules: A Handbook for CDBG Subrecipients on Administrative Systems*.*

NATIONAL OBJECTIVES FOR CDBG APPLICATIONS

The RFP solicits proposals from non-profit organizations to provide services essential to HCD's mission of creating and preserving affordable housing, economic development opportunities, and revitalizing underserved communities. The primary objective of the CDBG program is to benefit low- to moderate-income (LMI) persons/households who earn at or below 80% of the Area Median Income (AMI), as defined in Title 24, Code of Federal Regulations (CFR) 570.208(a). Grant funds may not be used for residents in neighboring jurisdictions or outside the Tampa city limits.

THE CITY OF TAMPA IS CURRENTLY ACCEPTING PROPOSALS FOR THE FOLLOWING CDBG ACTIVITIES:

PUBLIC FACILITY IMPROVEMENTS

The Public Facility Improvements Program objective is to assist non-profit providers with construction, reconstruction and/or rehabilitation of facilities that benefit low to moderate-income residents of the City

of Tampa. All construction, reconstruction and/or rehabilitation will be carried out in compliance with City, State, County, and Federal requirements.

The funds must be used to benefit individuals/families at 80% Area Median Income or below. Funding cannot replace local funding of low-income activities but is meant to supplement other funding sources. The City of Tampa will not reimburse costs incurred in applying for funding. Project costs incurred before funds are officially released (through purchase order) will result in project ineligibility and no reimbursement from the City of Tampa. The Applicant must submit a construction budget to include funding sources for the improvements indicating which funds are committed to the project (documented). Total funding available for Public Facility Improvements Activities is approximately \$1,000,000.

Minimum Funding Request: \$100,000 Minimum Request

Match: Minimum 25% match required (labor, materials, cash, and donations)

Activity to benefit:

- LMI Persons
- LMI Household

Minimum beneficiary eligibility:

- Beneficiaries must reside within Tampa city limits.
- Beneficiaries' household income must be at or below 80% AMI or the project should exclusively benefit clientele who are generally presumed by HUD to be principally low- to moderate-(LMI) income per HUD guidelines.

Examples of public services provided by the public facility, with priority given to facilities that primarily assist the following as determined in the Consolidated Plan:

- Homeless Services/Shelter
- Mental Health Services
- Youth/Senior Services
- Housing Services
- Employment Services
- Handicapped Accessibility/Special Needs
- Services to persons living with AIDS/HIV
- Group Homes and/or Assisted Living Facility

Eligible Activities

CDBG funds may be used by the nonprofit entities for:

- Construction of Public Facility Improvements (Permanent Improvements/Fixtures)
- Rehabilitation/Preservation (including removal of architectural barriers to accessibility) of existing Public Facilities. Installation of public improvements or infrastructure facilities (except for buildings for the general conduct of government). Reference: §570.201(c)

PLEASE NOTE: General Multi-family rental facilities or Owner Occupied housing rehabilitation programs are not eligible to apply under this program.

Supplemental information is available on the City of Tampa's Housing and Community Development webpage: <https://www.tampagov.net/hcd>

PLEASE NOTE: The City of Tampa will not reimburse costs incurred in applying for funding, or funds expended prior to issuance of a Written Funding agreement and Purchase Order.

Reimbursement:

- Organizations must demonstrate the financial viability to operate a federally funded program strictly on a **reimbursement basis**. This means that funds will be available to the organization after it has paid for eligible project costs. However, no costs incurred prior to contract approval may be reimbursed. A financially viable organization is one that can:
 - Operate for a minimum of 90 days pending reimbursement without financial hardship.
 - Demonstrate an existing and consistent cash flow.
 - Have a separation of duties for personnel time allocations, etc.
 - The funded program does not solely depend on CDBG funds to stay in operation.
 - Provide sufficient documentation to support all expenses and invoices.
- Reimbursements are issued not more than monthly. Organizations must demonstrate the ability to submit timely reimbursement requests based on established timelines and expenditure deadlines.

V. MINIMUM REQUIREMENTS

Application

- **Submission Deadline is May 6, 2025, at 4:00 p.m. EST**
- Applications **MUST** be submitted online through Neighborly using the following link: <https://portal.neighborlysoftware.com/TAMPAFL/Participant#>.
- Incomplete, hand-delivered, emailed, mailed, faxed, or late applications will be deemed ineligible.
- Applications are due no later than 4:00 p.m. EST on Tuesday, May 6, 2025. Applications submitted after the deadline will not be considered.
- Any additions or deletions to an application will not be accepted after the deadline.
- For technical support within the platform please contact Neighborly directly.
- Applicants are encouraged to submit their RFP related questions via email to HCDinfo@tampagov.net on or before 4:00 p.m. EST on April 15th, 2025. Questions submitted after the deadline date will not receive responses. If inquiring by postal service, please allow ample time for mail to be received before the deadline.
- If you are seeking funding for more than one project, please submit an application FOR EACH project.
- If you are submitting more than one application, please indicate the priority of the applications.

Eligible Applicants

Applicants must be in good standing with the City of Tampa. Applicants with open Monitoring Findings with the City that are unable to be resolved prior to the deadline for application submission will be ineligible to apply for this RFP.

- Agency (applicant) must demonstrate it has been in operation for no less than three (3) years (must be documented).
- Applicants must demonstrate an understanding of the complex social and economic factors affecting the communities in which they are active, provide evidence of previous accomplishments, and reveal how their efforts will bring about measurable positive change.
- Programs must meet all applicable grant requirements of the U.S. Department of Housing and Urban Development (HUD) which could include Environmental Review, Davis-Bacon, and Section 3 reporting as applicable.
- Entities receiving CDBG funds will be required to submit quarterly progress reports and will also be subject to annual monitoring site visits. The reports will be reviewed to assess the activity's progress in achieving the HUD National Objective. Awardees must document and maintain records of persons served, services provided, and where applicable, household size and income documentation, for five (5) years after the HUD National Objective is met.
- All applicants approved for funding must attend a post-award technical assistance session with City staff and provide a detailed project budget based on the FY26/PY25 allocation award. Additionally, policies and procedures, sample client files, and other documents may be requested in a form acceptable to the City prior to the post-award conference.
- All documentation labeled as a "Required Document" in this RFP must be submitted. The list of required documents can be found under "H. Supporting Documents." Required documents not submitted by the due date will deem the application non-responsive.

- Questions regarding the City of Tampa Small Local Business Enterprise (SLBE) and/or Woman/Minority Business Enterprise (WMBE) programs should be referred to: **Equal Business Opportunity Office – PHONE (813) 274-5512**

Organizational Capacity and Experience

- Required reporting forms provided by HCD may not be modified or replaced by the awarded agency. Grantees who fail to provide information needed for reporting and to fulfill HUD reporting requirements risk temporary or permanent suspension of the grant.
- Successful applicants will be required to adhere to Federal and City of Tampa funding and programmatic requirements. Failure to comply with these requirements may result in temporary suspension pending corrective actions or permanent suspension of the grant. These requirements include, but are not limited to:
 - timely submission of properly supported requests for reimbursement
 - timely reporting on grant performance and activities
 - timely submission of beneficiary data about clients receiving services
 - provision of required materials and cooperation during monitoring reviews
 - fulfilling all grant close-out requirements at the end of the applicable fiscal year(s)
- Applicants must demonstrate adequate management, fiscal controls, and staffing capacity within their current organization to undertake the proposed project by the beginning of the contract period.

Funding

- Funds will not be granted to reduce existing deficits, entertainment, lobbying expenses, audits, or other ineligible expenses under the RFP Guidelines or funding source rules and regulations.
- Organizations must demonstrate the financial viability to operate a federally funded program strictly on a reimbursement basis. This means that funds will be available to the organization after it has paid for eligible project costs. However, no costs incurred prior to contract approval may be reimbursed. A financially viable organization is one that can:
 - Operate for a minimum of 90 days pending reimbursement without financial hardship.
 - Demonstrate an existing and consistent cash flow.
 - Have a separation of duties for personnel time allocations, etc.
 - The funded program does not solely depend on CDBG funds to stay in operation.
- Applicants must report the status of all funds that are requested or proposed from other sources and provide supporting documentation.
- Applicants who previously received funding from the City must report the status of that funding, including actual accomplishments, previous Monitoring results and any outstanding findings or concerns for any funding provided by the City of Tampa.

VI. APPLICATION

A. AGENCY INFORMATION

1. General Agency Information

- Agency Legal Name:
- Agency Type:
- Mailing Address:
- Phone:
- Federal ID Number:
- Agency Website Address:
- SAM (SBA System for Award Management) (if applicable):
- Agency's Mission Statement:

2. CEO/Executive Director

- Name:
- Title:
- Email:
- Phone:

3. Point of Contact for Application

- Name:
- Title:
- Email:
- Phone Number:

4. Amount of CDBG funds requested for this activity.

5. Provide a brief description of the proposed activity. (4-5 sentences)

B. PROGRAM INFORMATION

1 Project/program name

2 Brief project/program description including address location and population to be served (550 characters max)

3 Which project/program type are you requesting funds for?

- Homeless Services/Shelter
- Mental Health Services
- Youth/Senior Services
- Housing Services
- Employment Services
- Handicapped Accessibility/Special Needs
- Services to persons living with AIDS/HIV
- Group Homes and/or Assisted Living Facility

4 Are you applying for more than one activity or project?

Please note: If applying to more than one activity, please complete a SEPARATE application for each activity/address and note the priority for each application. If you submitted only one application, please state N/A.

5 Describe the project/program for which you are requesting funds.

- What unmet service needs will your project address, how did you determine the needs exist, and how are they quantified?
- Have the needs changed in the past five (5) years?
- Explain if your project is creating a new program to meet an emergent need, expanding capacity to meet an existing need, etc.
- What unique or innovative features, if any, are associated with your project/program?

6 Are other agencies providing the same services that are being proposed?

7 Describe any partner agencies/organizations involved in this proposed project/program and provide letters of collaboration that define roles and responsibilities of each. Upload scanned letters in the "F. Supporting Documents" section of your application. If your application is contingent upon additional funding sources, please ensure all commitment letters are attached to your application.

8 Identify the location(s) of the project/program (address). Will services address a specific service area or specific beneficiary group? Provide the outline of the area to include census tract and block group data if applicable.

****For Public Facility Improvements, provide ownership information for each location/property (Hillsborough County Property Appraiser). Applicant must have ownership interest in the property requesting funding for, as a lien will be placed upon the property for the amount of the CDBG funds awarded for a minimum period of time.**

C. CAPACITY AND EXPERIENCE – PROJECT/PROGRAM

1 Describe your project/program's post application-award timeline. Include start date, milestones, benchmarks, completion date, accomplishments, and close out. Timelines can be uploaded in the "F. Supporting Documents" section of the application.

2 Please describe your project/program's goals, objectives, and anticipated outcomes. (For example, provide performance measures, and how program participants are deemed successful as a result of your program/service).

3 Estimate the number of unduplicated eligible persons or households that will benefit from the project/program and the AMI levels to be served by the project/program.

4 Projects/programs that are awarded with CDBG funds may require the following information to be collected/verified for compliance and reporting purposes. Do you currently collect/verify any of the following client/household information?

- Income AMI Calculations
- Identification
- Address (residence- within City Limits)
- Race
- Ethnicity

- Household Composition
- HUD Income Limits
- Census Tract AMI for residents
- Census Tract AMI for existing business location

5 Describe your agency services to the community and experience qualifying clients for a state or federally funded program (income verification, client follow-up, etc.).

6 Beneficiary Data

Identify the number of Low-to Moderate-income persons served (or will be served) by the facility annually, including City Residents and overall totals.

Number of unduplicated LMI beneficiaries to be served with the requested CDBG funds.

<input type="text"/>	Persons
<input type="text"/>	Households

LMI Levels to be served: (select all that apply):

<input type="checkbox"/>	30%
<input type="checkbox"/>	50%
<input type="checkbox"/>	80%
<input type="checkbox"/>	120%

7 Describe the applicant's knowledge and capacity to develop, implement, and administer the project/program.

- Will the project/program be fully staffed for the delivery of the service by the beginning of the contract period, or completion of the construction? If not, what is the estimated time for the funded program/project to be fully staffed? ***PLEASE NOTE: Contract period begins October 1, 2025* and ends September 30, 2026.**
- What is the staff selection process? Upload essential staff resumes, organizational charts, training, education, skill, and listing of prior similar projects/program.
- What is the Contractor/Subcontractor selection process?

8 Does your agency have a disaster plan? If yes, please upload the plan under the F. Supporting Documents tab of your application. Even if your answer is yes, please complete Exhibit H - Disaster Recovery Planning Questionnaire provided under F. Supporting Documents.

D. CAPACITY AND EXPERIENCE – FUNDING

1 Does the applicant have a history of securing local, state, federal, and private dollars?

2 Has the applicant ever had funding (all or a portion) recaptured? Has the applicant been awarded grant funds where the full approved budget was unable to be expended? If yes, please explain. *Recaptured funds means that grant funding was returned to the awarding agency because of ineligible use.*

3 Describe your organization's fiscal capacity to manage financial reporting, record keeping, accounting systems, policies and procedures, and audit requirements.

***Note:** Applicants with open Monitoring Findings with the City that are unable to be resolved prior to the deadline for funding applications will be ineligible to apply for this RFP.*

4 Describe any leveraged local, state, federal, and private dollars secured to assist this project. Minimum 25% match required.

Please Note: If your application is contingent upon additional funding sources, please ensure all commitment letters are attached to your application. Pending status for any required match source listed should include a letter of intent or commitment from the source and the contract period that the funds will be made available.

E. PROGRAM/PROJECT BUDGET

1 Describe specific information on what the requested CDBG funding will be used for and the total project budget including **all sources and uses of funding**.

2 Are time sheets kept for staff who work directly with the funded program?

3 Please provide total costs construction and materials for the project/program:

PLEASE NOTE: Davis-Bacon, Section 3 and Environmental Review requirements apply to construction projects utilizing CDBG funding.

- Hard costs (materials, labor and supplies, contractor oversight and all construction costs)
- Soft costs (plans, permits, design, etc.)
- Contingency (no more than 10% of the total estimated costs)

F. SUPPORTING DOCUMENTS

PLEASE NOTE: *Exhibits A-H listed below are required. Failure to submit these documents will result in the application being deemed incomplete (non-responsive) and ineligible for review.*

Exhibits (ALL required documents)

- Exhibit A - WMBE Forms
 - **DMI 10,20,& 50 Form are required to be filled out and signed.**
- Exhibit B - Public Record Declaration or Claim for Exemption
- Exhibit C - Local, State and Federal Law Regulation Additional Compliance, as Applicable
- Exhibit D - Environmental Impact Statement
- Exhibit E - Conflict of Interest Disclosure Form

NOTE: For Board Chair and executive management staff members.
- Exhibit F – Resolution
- Exhibit G - Proposal Signature Form
- Exhibit H - Disaster Recovery Planning Questionnaire

Agency Information

- IRS Form 990 or Exemption Statement (*required document*)

- W-9 *(required document)*
- Proof of General Liability Coverage *(required document)*
- Current 501(c)(3) Status *(required for non-profits only)*
- List of Board of Directors and Officers and Meeting Schedule *(required document)*
- Copy of Sunbiz Agency Report *(required document)*
NOTE: Page showing Officers, etc.

Partnerships

- Collaboration letters, MOUs and Letters of Support *(required document if applicable)*
- Marketing Material

Program Outcomes

- Goals, Objectives, and Outcomes *(required document)*

Capacity & Experience

- Key Staff Resumes *(required document)*
- Timelines *(required document)*
- Agency's Disaster Recovery Plan
- Organizational Chart with Employee Names and Titles *(required document)*
- Resumes for the following: Executive Director, Fiscal Officer, and Program Administrator(s) *(required document)*

Funding & Sustainability

- Expenditure Plan
- Commitment from ALL other funding sources *(required document)*
NOTE: 25% Match required for Public Services.
- Year-to-date financial statement and most recent audit, management letter, and agency response
- Project Detailed Budget including all sources and uses.
- Maps
- Any additional documents not listed above but relevant to application.

VII. EVALUATION & SCORING CRITERIA

City Staff will review each application received by the deadline for eligibility and verify required support documentation is provided and that the application meets the minimum threshold. Funding consideration will ONLY be given to projects that have provided supporting documentation and meet the minimum threshold. The Reviewers will provide recommendations for award; however, staff will make the final funding recommendations. This information will be used to further develop the Annual Action Plan.

INTERNAL EVALUATION

City Staff will review:

- Eligible Activity *(project location, activity type, beneficiaries)*

- Eligible Agency (*in business for no less than three years, no unresolved findings on current projects*)
- Meets a HUD National Objective for CDBG funding
- Geographic Location (*City of Tampa limits*)
- Submitted required documents
- Complete Budget (*demonstrating total project costs to include all sources and uses of funds.*)
- Met minimum and maximum funding requests (*as applicable*)
- Met minimum match requirements with supporting documentation (*25%*)

Applications that do not meet the minimum threshold will be considered non-responsive.

EVALUATION COMMITTEE

A Proposal Evaluation Committee will be established to review and evaluate all applications submitted by the deadline that meet the minimum threshold in response to this RFP/RFP. The Committee will be made up of community subject matter experts. The Committee shall conduct a preliminary evaluation of all applications based on the information provided and other evaluation criteria as set forth in this RFP. The funding recommendation(s) will be awarded to the most qualified Successful Applicant(s) per the evaluation criteria listed below.

EVALUATION COMMITTEE MEETING

The Evaluation Committee Meeting is open to the public. It is not mandatory for applicants to attend, but it is recommended. Attendees will be in listen in mode only. The Evaluation Committee may ask clarifying questions to applicants in attendance, but applicants are not allowed to add new information to the application, “Yes/No” responses only. If further clarification is needed, the City Staff moderating the review may stop the response if the response is adding to the application.

SCORING CRITERIA

Points		Guidance		
Maximum points		More than adequate response		
Middle points		Adequate response, no special insights		
No points		Inadequate or no response		
1	FY26/PY25 Consolidated Plan priority activity	0	10	
2	How well did the applicant describe the program/project and the Need for funding?	0	3	5
3	Has the (applicant) agency ever had program and/or funding compliance challenges with City of Tampa programs?	0	3	5
4	Knowledge and capacity to develop, implement and administer proposed program/project. How will the organization sustain the project?	0	5	10
5	Does the agency have a history of successfully securing local, state, federal, and private dollars?	0	3	5
6	Organization's fiscal capacity to manage the project on a reimbursement basis, along with financial reporting, record keeping, accounting systems, policies and procedures, and audit requirements?	0	5	10
7	The agency provided a list of other agencies that provide the same services being proposed. Were partner and collaboration descriptions and letters included?	0	3	5
8	Was the project timeline clear and sufficient and within the City's funding timeframe?	0	3	5
9	The Project/program goals, objectives and anticipated outcomes, beneficiaries and eligibility were clear?	0	5	10
10	The History of Organization is clear, and they provided the Agency's experience qualifying clients for a state/or federally funded programs?	0	5	10
11	Budget – Was budget table completed and the narrative in support of budget? Detailed budget attached with all sources and uses?	0	5	10
12	Matched/leveraged Funds (as a % of total project costs) *A 25% Match is required within the budget for Public Facilities Improvement Activities	0	or	10
14	All forms completed and signed and dated? If the agency has a disaster recovery plan, was that also uploaded?	0	3	5
Maximum score:		100		

VIII. GENERAL CONDITIONS

GENERAL INFORMATION

1. GENERAL INFORMATION

1.1 Proposal Due Date. Online 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.

City of Tampa Request for Proposal (RFP) are issued electronically via Neighborly: <https://portal.neighborlysoftware.com/TAMPAFL/Participant#>

Notifications will also be sent out through the City's website <https://www.tampa.gov/housing-and-community-development>. Vendors who obtain specifications and plans from sources other than Neighborly are cautioned that the Request for Proposal packages may be incomplete. The City will not accept incomplete Request for Proposal .

The City is not responsible for errors and omissions occurring in the transmission or downloading of any quote documents, plans, or specifications from these websites.

1.2 Addendum and Amendment to RFP. If it becomes necessary to revise or amend any part of this RFP, Neighborly (and/or City) will provide notification of the Addendum to all prospective Applicants who received an original RFP from Neighborly. Addenda will be posted and disseminated by Neighborly and the City Website at least five days prior to the bid opening date. The City will not accept incomplete proposals.

It will be the responsibility of the Applicant to Review Neighborly and/or City's HCD Website prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return the executed addenda with the proposal.

1.3 Errors and Omissions. Applicants 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. Modifications will be made by issuing an addendum and will be given by written notice to all prospective Applicants who received an original RFP from Neighborly. Addenda will be posted and disseminated by Neighborly, as well as on HCD website at least five days prior to the RFP deadline. The Applicant 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.

1.4 Florida Public Records Law. In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Applicants should be aware that the Proposal and the responses thereto are in the public domain and are available for public inspection and copying. If the Applicant is asserting that certain information in its Proposal is confidential and/or proprietary and/or exempt from public disclosure, then the Applicant is required to do the following: (1) identify, with specificity, the information which the Applicant asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) place such information (including any applicable electronic media on which such information is contained) in a sealed envelope that is separate from the Applicant's other Proposal documents, (3) clearly label the envelope that contains the confidential, proprietary and/or exempt information as follows: "EXEMPT FROM PUBLIC DISCLOSURE" with Applicant's name and the Proposal number marked on the outside, and (4) specifically cite the applicable Florida

Statute(s) that exempts such information from public disclosure - such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations. The envelope that contains the Applicant's confidential/proprietary/exempt information must be submitted with the Applicant's other Proposal documents. Applicant is advised that failure to follow the aforementioned instructions may result in Applicant's alleged confidential/proprietary/exempt information being disclosed to the public. This will be the Applicant's "**REDACTED**" copy. All submittals received in response to this Proposal will become the property of the City of Tampa and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City. *

Be aware that the designation of an item as exempt from public disclosure by an Applicant may be challenged in court by any person or entity. By designation of material in your Proposal submittal as exempt from public disclosure, Applicant 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 Applicant'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. Applicant'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".**

1.4.1 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.

1.4.2 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.

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

1. Awardee shall keep and maintain public records required by the City to perform the services.
2. Upon request from the City, Awardee 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, Awardee shall within 30 days after such event either transfer to the City, at no cost, all public records in possession of the Awardee or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Awardee transfers all public records to the City upon completion (or earlier termination) of the award, Awardee shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee keeps and maintains public records upon completion (or earlier termination) of the award, Awardee 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 Awardee 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 Awardee until records are received as provided herein.
6. **IF THE AWARDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE AWARDEE'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 3. Content of Proposal, Tab 2.

1.5 City of Tampa Ethics Code. The Applicant 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 Applicant 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 Applicant shall ensure that no City employee receives any such benefit or interest as a result of the award of this Invitation to Bid or Request for Proposal. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d))

Please note that the City's Ethics Code may be accessed on the Internet by utilizing the website link <http://www.tampagov.net/human-resources/info/lobbyist-information> or can be found in the City of Tampa's municipal codes published online by the Municipal Code Corporation at the website link

https://www.municode.com/library/fl/tampa/codes/code_of_ordinances. Printed copies of the Ethics Code can also be obtained from the City Clerk's Office for a fee of \$0.15 cents a page.

1.6 Warranties and Guarantee. The City of Tampa will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the products offered. 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, if applicable.

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 Applicant at the Successful Applicant's expense for immediate replacement.

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

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

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

1.9 WMBE Participation. The City of Tampa administers the Women/Minority Business Enterprise (WMBE) Program to promote the inclusion of WMBE Companies in procurement solicitations and contract awards. The City actively solicits participation in this project by City Certified WMBE Companies deemed underutilized. To obtain a list of the City's Certified WMBE Companies, visit the Equal Business Opportunity Offices 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. If you need further assistance, please contact the Equal Business Opportunity Office at (813) 274-5512.

NOTE: In accordance with the Equal Business Opportunity Ordinance 26.5 City of Tampa Code, The City of Tampa's WMBE policies are narrowly tailored to identify underutilized WMBEs by Industry Category. Applicants 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. **For this RFP, the underutilized WMBE Industry Category is "Professional Services."**

☒ If the box is checked then MBD Form 71 is not applicable for this solicitation

1.10 SLBE Participation. In an effort to promote increased opportunities for Small Local Business Enterprises (SLBEs), the City actively solicits the participation of certified SLBE firms in the performance of contracts. To obtain a list of the City's Certified SLBE Companies, visit the Equal Business Opportunity Offices 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. If you need further assistance, please contact the Equal Business Opportunity Office at (813) 274-5512.

NOTE: In accordance with the Equal Business Opportunity Ordinance 26.5 City of Tampa Code, SLBE vendors are eligible for weighted points in the selection process.

☒ If the box is checked then MBD Form 71 is not applicable for this solicitation

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

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

1.11 Incurred Expenses. The City is not responsible for any expenses which Applicants 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.

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

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

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

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

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

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

1.14 Applicant's Criminal History Screening Practices. Per City of Tampa Code of Ordinances, Section 2-284, Bidder(s) shall perform criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link https://www.municode.com/library/fl/tampa/codes/code_of_ordinances.

1.15 Equal Opportunity. The City of Tampa hereby notifies all Bidders/Applicants that all eligible businesses, including Small Local Business Enterprises (SLBEs) and Women/Minority Business Enterprises (WMBEs) will be afforded a full opportunity to participate in any Award/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.

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

1.17 Compliance with Laws. The Successful Applicant 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 Applicant to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Failure to comply with all applicable laws, ordinances and codes may lead to termination of the contract.

1.18 Force Majeure. 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 award/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 award/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 award/contract. The other party has the right to terminate the award/contract if the Non-Performing Party’s Force Majeure Event continues for more than a reasonable time.

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

1.20 Conflict of Interest. The City requires that the Applicants 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 Applicants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the City, or that may reasonably be perceived as having this effect. If the City, in its sole discretion, determines that a conflict of interest exists, such Applicant shall not be considered for award of this Contract. Failure to disclose said situations may lead to the disqualification of the Applicant or the termination of its Contract.

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

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

1.21 Audit Rights. During the term of this agreement including any renewal or extension hereof, and for a period of three (3) years thereafter, or for such longer period of time as may be required by

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

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

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

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

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

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

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

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

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

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

1.24 Indemnification Contractor/Successful Applicant/Awardee/Firm (collectively the "Firm") releases and agrees to defend, indemnify and hold harmless the City, its officers, elected and appointed officials, employees, and/or agents (collectively, "City Indemnified Parties") from and against any and all losses, liabilities, damages, penalties, settlements, judgments, charges, or costs (including without limitation attorneys' fees, professional fees, or other expenses) of every kind and character arising out of any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character, caused by or resulting from, directly or indirectly, in whole or in part, any act, negligence, recklessness, wrongful misconduct, omission or other conduct of Firm or any tier of subcontractor/subconsultant/ supplier, agent, employee, or anyone for whom Firm may be liable, in connection with, arising directly or indirectly out of the execution or performance of the obligations

assumed under or incidental to the document to which this section/article/exhibit is incorporated (singularly or collectively "Claims"), unless such injuries or damages are the result of the sole negligence or willful acts or omissions of the City Indemnified Parties.

Without limiting the foregoing, any and all such Claims, including but not limited to personal injury, disease, sickness, death, damage to property, natural resources, or the environment (including destruction or loss of use, costs of hazardous or toxic substance cleanup and disposal), defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of common law, any applicable law, statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder and, to the extent required, the defined term "Claims". Firm further agrees to investigate, handle, respond to, provide defense (including without limitation attorney fees, paralegal fees, and expert fees to and through appellate, supplemental, or bankruptcy proceedings) for and defend such Claims at its sole cost and expense through counsel approved in advance and in writing by the City and agrees to bear all other costs and expenses related thereto, even if the Claims are groundless, false, or fraudulent. Firm shall advance or promptly reimburse to the City any and all costs and expenses incurred by a City Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the City Indemnified Party is entitled to indemnification hereunder. Firm agrees and recognizes that the City Indemnified Parties shall not be held liable or responsible for Claims which may result from any actions or omissions of Firm in which the City Indemnified Parties participated either through providing data, advice, review, and/or concurrence of Firm's actions. In reviewing, approving, or rejecting any submissions by Firm or other acts of Firm, the City Indemnified Parties in no way assume or share any responsibility or liability of Firm or any tier of subcontractor/subconsultant/supplier, under the document (hereinafter the "Agreement") to which this section/article/exhibit (hereinafter "Article") is incorporated.

This obligation is absolute and unconditional and shall in no way be limited by the amount or type of Firm's insurance coverage, conditioned on any attempt by a City Indemnified Party to collect from an insurer, or subject to any set-off, defense, deduction, or counterclaim that the Contactor might have against the City Indemnified Party. The duty to defend hereunder is independent and separate from the duty to indemnify which shall exist regardless of any ultimate liability of Firm or any City Indemnified Party, and shall arise immediately upon presentation of a Claim and written notice of same being provided to Firm. Firm's defense and indemnity obligations hereunder will survive the Agreement's expiration or earlier termination. In the event the law is construed to require a specific consideration for this indemnification, the parties agree that the sum of \$10.00, receipt of which is hereby acknowledged, is the specific consideration for same and the providing of such indemnification is deemed to be part of the specifications with respect to the services provided by Firm.

Specifically, where the Agreement is a professional services contract with a design professional as defined in Section 725.08, Florida Statutes, this Article shall be limited to Section 725.08. Further, where the Agreement is a construction contract for a public agency or in connection with a public agency's project per Section 725.06, Florida Statutes, this Article shall be limited to said Section 725.06. Moreover, whenever there appears in the Agreement an indemnification within the purview of Section 725.06, Florida Statutes, the monetary limitation on the extent of the indemnification provided shall be \$1 Million Dollars or a sum equal to the total contract price, service cost, or project value whichever is greater.

NOTWITHSTANDING ANYTHING IN THE FOREGOING TO THE CONTRARY, the parties agree that to the extent this Article is found to be in conflict with any provisions of Florida law, it shall be deemed automatically modified in such a manner as to be in full and complete compliance with all such laws, including containing such limiting conditions or limitations of liability and/or not containing any unenforceable or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to the maximum extent permitted by Florida law.

1.25 Employee Verification. The Successful Applicant must utilize the U.S. Department of Homeland Security's E-Verify Systems to verify the employment eligibility of all persons employed during the term of the award to perform employment duties within the State of Florida and all persons, including subcontractors, assigned by Awardee to perform work pursuant to the award.

2. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

2.1 To ensure fair consideration for all Applicants, the City prohibits prospective Applicants' 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 workshop, or questions can be submitted via email ten (10) days prior to the RFP opening date and time.

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

3. CONTENT OF PROPOSALS

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

It is the Applicant's responsibility to provide a full and complete written response that does not require interpretation or clarification by the City. The Applicant is to provide all requested materials, forms and information. The Applicant is responsible to ensure the materials submitted will properly and accurately reflect the Applicant specifications and offering. During scoring and evaluation (prior to any interviews), the City will rely upon the submitted materials and shall not accept materials from the Applicant after the RFP deadline; however, this does not limit the right of the City to consider additional information (such as references that are not provided by the Applicant but are known to the City, or past experience by the City in assessing responsibility), or to seek clarifications as needed by the City.

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

Tab 8. SUB-CONTRACTING SUBMITTALS. No Awardee shall assign the award/contract or any rights or obligations thereunder without the written consent of the City. **The Awardee shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless written consent to subcontract a greater percentage of the work first obtained by the City.** In the event of such approved subcontracting, the Awardee agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:

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

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

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

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

Tab 11. Applicant's Affirmation. Complete, submit and have notarized the Applicant'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 Applicant'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 Applicant 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 Applicant 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 Applicant is an individual or sole proprietorship, the proposal shall be signed by the individual owner, stating name and style under which the Applicant is doing business.

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

When the Applicant 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.**

4. EVALUATION OF PROPOSALS

4.1 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.

City Staff will review each application received by the deadline for eligibility and verify required support documentation is provided, and that the application meets the minimum threshold. The Reviewers will provide recommendations for award; however, City staff will make the final funding recommendations. This information will be used to further develop the Annual Action Plan.

A Proposal Evaluation Committee will be established to review and evaluate all complete and eligible proposals submitted by the deadline 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. Funding recommendations will be awarded to the most qualified Successful Applicant(s) per the evaluation criteria listed below.

Points		Guidance		
Maximum points		More than adequate response		
Middle points		Adequate response, no special insights		
No points		Inadequate or no response		
1	FY25/PY24 Consolidated Plan priority activity	0	10	
2	How well did the applicant describe the program/project? If renewing the project, did they identify any additional services to be provided.	0	3	5
3	Has agency (Applicant) ever had program and/or funding compliance challenges with City of Tampa programs?	0	3	5
4	Knowledge and capacity to develop, implement and administer proposed program/project. How will the organization sustain the project?	0	5	10
5	Does the agency have a history of successfully securing local, state, federal, and private dollars?	0	3	5

6	Organization's fiscal capacity to manage financial reporting, record keeping, accounting systems, policies and procedures, and audit requirements?	0	5	10
7	The agency provided a list of other agencies that provide the same services being proposed. Were partner and collaboration descriptions and letters included?	0	3	5
8	Was the project timeline clear and sufficient and within the City's funding timeframe?	0	3	5
9	The Project/program goals, objectives and anticipated outcomes, beneficiaries and eligibility were clear?	0	5	10
10	The History of Organization is clear, and they provided the Agency's experience qualifying clients for a state/or federally funded programs?	0	5	10
11	Budget – Was budget table completed and the narrative in support of budget? Detailed budget attached?	0	5	10
12	Matched/leveraged Funds (as a % of total project/program costs) *A 25% Match is required within the budget for Public Facility Improvements	0	or	10
14	All forms completed and signed? If the agency has a disaster recovery plan, was that also uploaded?	0	3	5
Maximum score:		100		

NOTE: Exhibits A-H listed included in this RFP package are required. Failure to submit these documents will result in the application being deemed incomplete (non-responsive) and ineligible for review.

CITY'S ROLE AND RESPONSIBILITIES

The City of Tampa will provide the awardees with technical assistance which will include a review of the project agreement, reimbursement procedures, monitoring plan and program policies and procedures.

APPLICANT SUBMITTALS

The following must be submitted in the proposal:

6.01 Contract Termination for Default. Has the Applicant'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 Applicant due to the Applicant's non-performance or poor performance and the issue of performance was either not litigated due to inaction on the part of the Applicant; or litigated and determined that the Applicant was in default.

If the 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 company's position on the matter. City will evaluate the facts and may, at its sole discretion, reject the RFP on the grounds of its experience.

6.02 Contract Litigation/Legal Proceedings. The Applicant 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.

7. QUALIFICATIONS

- Agency must be in business for no less than three (3) years (must be documented in the application with name, address and other info about agency) - attach SunBiz and/or Articles of Incorporation documentation in appropriate section)
- The Applicant must have experience serving/qualifying low-moderate income individuals/families.
- The planned activity must serve one or more of the priorities set forth in the Consolidated Plan/Action Plan.
- Projects must meet all applicable grant requirements of the U.S. Department of Housing and Urban Development (HUD).
- Funds will not be granted to reduce existing deficits, entertainment, lobbying expenses, audits, or other ineligible expenses under this application.
- Agency must demonstrate the financial viability to operate a State and/or federally funded program strictly on a reimbursement basis. City of Tampa funds are provided to awarded projects on a reimbursement basis only. This means that funds will be available to the organization after it has paid for eligible project costs. However, no costs incurred prior to contract approval may be reimbursed. A financially viable organization is one that is able to:
 - Operate for a minimum of 90 days pending reimbursement without financial hardship.
 - Have a separation of duties for personnel time allocations, etc.
 - Be able to provide sufficient documentation to support all expenses.
 - Be able to expend funds in accordance with the expenditure deadlines
- Applicants who previously received funding from the City must report the status of that funding, including actual accomplishments, previous Monitoring results and any outstanding findings or concerns. Applicants with open Monitoring Findings with the City that are unable to be resolved prior to the deadline for funding applications will be ineligible to apply for this RFP.
- All applicants approved for funding must attend a post-award conference with City staff and provide a project budget based on the pending grant award amount. Additionally, policies and procedures, sample client files, and other documents may be requested in a form acceptable to the City prior to the post-award conference.

- Applicants must demonstrate adequate management, fiscal controls and staffing capacity within its current organization to undertake the proposed project (General Contractor on staff or under contract).

Applicants must report the status of all funds that are requested or proposed from other

8. MANAGEMENT

If, during the course of the project, the Successful Applicant 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.

9. COORDINATION WITH THE CITY

The Successful Applicant 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 Community Development Specialist 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

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

4.3.1 Responsiveness of the Proposal to the scope of work.

4.3.2 Ability, capacity, and skill of the Applicant to perform the scope of work.

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

4.3.4 Responses of the client references.

4.3.5 Such other information that may be required or secured.

4.4 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 Applicants 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.

4.5 INTERVIEWS/DEMONSTRATIONS

If requested, Applicants 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 Applicant's proposed solution. Additionally, the Applicant's key personnel may be required to be in attendance during this process.

Applicants 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, Applicants 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 Applicant.

4.5 The City reserves the following rights to:

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

4.5.2 Request that Applicant(s) modify its proposal to more fully meet the needs of the City or to furnish additional information as the City may reasonably require.

4.5.3 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.

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

4.5.5 Process the selection of the successful Applicant without further discussion.

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

4.6 Financial Statements. The City reserves the right to request that Applicants 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, Applicants 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.

5. ADDITIONAL CONTRACT TERMS

5.1 Basis of Award. A contract will be awarded to the most responsible and responsive Applicant 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 Applicant shall be registered to transact business in the State of Florida, and shall furnish the City with proof of registration with ten (10) 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 Applicant 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.

5.2 Award/Contract Term. The period of the contract shall be for no more than one (1) fiscal year for Public Facility Improvements from the effective date of the award. At the contract end, all reimbursement requests must be submitted by the deadline established in the written funding agreement, or remaining funds may be forfeited.

5.3 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.

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

- 10-day written notice with cause; or
- 30-day written notice without cause.

5.5 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.

5.6 Proposal Prices. Prices quoted in the proposal shall include 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 Applicant 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 Applicant upon the tangible personal property incorporated in the work and such taxes shall be paid by the Successful Applicant 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 Applicant is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Successful Applicant 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.

5.7 Government Purchasing Council. Hillsborough County Government Purchasing Council ("GPC") members, may, at their discretion or option, utilize this bid as they require. Estimated quantities for Hillsborough County GPC members have not been included in the Bid Response form. Purchases by these entities may increase the value of the award. A list of the members of the GPC is contained within this bid 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 Bidder. 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 Bidder as a result of this Bid.

5.8 Use of Contract by Other Governmental Agencies. Unless otherwise stipulated by the Bidder in its proposal, the Bidder 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 Bidder. 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 Bidder as a result of this Bid.

5.9 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.

5.10 Laws, Codes and Ordinances. The Successful Applicant shall comply with all Federal, State, County and City laws, rules and regulations as applicable to this bid/proposal.

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

5.12 Minimum Wage Amendment. The Successful Applicant shall comply with the minimum wage requirements as required in Article X, Section 24, Constitution of the State of Florida as of May 2, 2005.

The rate of wages for all persons employed by the Successful Applicant on the work covered shall not be less than the rate of wages required by the Fair Labor Standards Act (Public Law 104-188) enacted August 20, 1996.

5.13 Invoicing. The City will reimburse Project Sponsor for all allowable expenses, as determined by the City. Requests for reimbursement must be submitted to the City of Tampa Housing and Community Development Department staff on Project Sponsor's official letterhead. Each request must specify the line-item in the budget for which reimbursement is being requested, must be accompanied by copies of paid bills, canceled checks or bank statements, invoices, lien releases for all contracted work, and any other means of showing the item or work has been completed and paid for by the Project Sponsor. The invoice must be signed by an authorized representative of the Project Sponsor.

The invoice must contain the following fields:

- Invoice date
- Invoice number
- Company Name
- Company Address (same as listed on W-9)
- Purchase order number
- IDIS Number (if applicable)
- Location and dates of work

At the time of submission of its invoices, the Successful Applicant 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 Applicant uses any WMBE and/or SLBE sub-contractors, the Successful Applicant shall provide form MBD-40 "Letter of Intent" (LOI) for all WMBE and/or SLBE sub-contractors the Successful Applicant intends to utilize.

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

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

5.15 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 Applicant will not relieve the Successful Applicant 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 Applicant 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 Applicant. Notwithstanding the foregoing, the City may assign its rights under this contract (without the Successful Applicant'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 bid/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 award.

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

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

These forms must be completed (including signatures) and submitted with all 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.

5.16 Default/Re-award. Any contract resulting from this specification may be cancelled by the Director of Housing and Community Development in whole or in part by written notice of default to the Successful Applicant upon non-performance or violation of contract terms, including the failure of the Successful Applicant to deliver materials or services within the time stipulated in this specification, unless extended in writing by the Director of Housing and Community Development. In the event a contract is cancelled because of the default of the Successful Applicant, 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 Applicant and establish the period of such award, provided such period is no longer than the award period set forth in this specification.

5.17 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)]

6. INSURANCE REQUIREMENTS - CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

B. Automobile Liability (AL) Insurance in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. **AL insurance shall not be less than:**

(a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000. If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent).

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

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

E. **Cyber Liability Insurance** where Contract involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services and products are involved. Limits of not less than \$2M per occurrence and \$2M aggregate. Coverage sufficiently broad to respond to duties and obligations undertaken by Firm, and shall include, but not be limited to, claims involving infringement of intellectual property/copyright, trademark, trade dress, invasion of privacy violations, damage to or destruction of electronic information, information theft, release of confidential and/or private information, alteration of electronic information, extortion, virus transmission, and network security. Coverage, as applicable and with sufficient limits to respond, for breach response costs, regulatory fines and penalties, credit monitoring expenses.

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: ☒ HCD Department, 2555 E. Hanna Ave. Tampa, FL 33610

☒ Other: City of Tampa Insurance Compliance c/o Ebix BPO, PO Box 100085- ZS, Duluth, GA 30096

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

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

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

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

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

UNAVAILABILITY – To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance.

WAIVER OF SUBROGATION – With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City

by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

End of Section II

LOCAL, STATE, AND FEDERAL LAW AND REGULATION

ADDITIONAL COMPLIANCE AS APPLICABLE

Project Sponsor additionally or further agrees to comply with the following as same may apply to performance of the Agreement:

- A. Housing and Community Development Act of 1974, Pub. L. No. 93-383, as amended ("CDBG Act"). Unless otherwise noted in HERA (as amended) and the alternative requirements in the CDBG Notices, CDBG is governed by the CDBG regulations, including those at 24 CFR Part 570 subpart A, C, D, J, K, and O, as appropriate, shall apply.
- B. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60,, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" and must adhere to the City's Ordinance No. 12 Part 16-29, to secure for all individuals within the city the freedom from discrimination.
- C. Davis Bacon Act (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- D. Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Project Sponsor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Energy Policy and Conservation Act. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- I. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. **By its signature below Project Sponsor certifies it is not so listed.**
- J. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- K. Procurement of Recovered Materials (2 CFR 200.322). A non-Federal entity that is a state agency or

agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- L. Government Grants. All applicable terms and conditions of government grants administrative and program requirements that apply to subrecipients as well as grantees under Title XIII, Subchapter C, Part I of the Omnibus Budget Reconciliation Act of 1993 (26 U.S.C. 1391, et seq.) and under Title I of the CDBG Act, 24 CFR Part 570 et seq, including without limitation those specified in Subparts J and K of 24 CFR Part 570.
- M. SAMS/DUNS. Requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM), Federal Funding Accountability and Transparency Act (FFATA), and Digital Accountability and Transparency Act (DATA Act) of 2014, as set forth in Appendix A to Part 25—Award Term, Financial Assistance Use of Universal Identifier and Systems for Award Management, 75 Federal Register 55671 (September 14, 2010) (to be codified at 2 CFR part 25), and Appendix A to Part 170—Award Term, Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Federal Register 55663 (September 14, 2010) (to be codified at 2 CFR part 170).
- N. Uniform Administrative Requirements. Uniform Administrative Requirements, Cost Principles, and Procurement. Project Sponsor shall adhere to the accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred, as applicable, including without limitation as set forth in 2 CFR part 200, et. seq.
- O. Cost Principles. Project Sponsor shall administer its program in conformance with 2 CFR 200, et. seq. including 2 CFR 2400. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
- P. Travel. The Project Sponsor shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under the Agreement.
- Q. Religious Activities. The Project Sponsor agrees that funds provided under the Agreement shall not be utilized for inherently religious activities prohibited by 24 CFR part 570.200(j), such as worship, religious instruction, or proselytization. In accordance with Executive Order 13279, the Project Sponsor agrees that it may engage in inherently religious activities providing they are voluntary for participants in activities funded through the Agreement and occur separately in time or location from these activities. Furthermore, Project Sponsor certifies that CDBG Funds shall not be provided to primarily religious organizations, such as churches, for any activity including secular activities. In addition, CDBG Funds were not and shall not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing.
- R. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Project Sponsor shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- S. Lead-Based Paint. The Project Sponsor agrees that any construction or rehabilitation of residential

structures with assistance provided under the Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

- T. Historic Preservation. The Project Sponsor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of the Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.
- U. Uniform Relocation Act. In accordance to Title I of the Housing and Community Development Act of 1974, as amended, and Title II of the National Affordable Housing Act of 1990, as amended, Project Sponsor shall provide for reasonable benefits to any person involuntarily and permanently displaced as a result of the use of assistance received under this title..." as required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and Federal implementing regulations at 49 CFR Part 24 and the requirements of Section 104(d) of Title I of the Housing and Community Development Act of 1974, as amended.
- V. LHAP. Chapter 420, Part VII, Florida Statutes, as amended, and Rule Chapter 67-37, Florida Administrative Code, City of Tampa Ordinance 93-62, as amended, which describes and defines City's current LHAP.
 - 1. HCD Manual. City procedures and policies as set forth in the City of Tampa Division of Housing and Community Development Manual of Procedures and Standards, incorporated herein and by reference made a part hereof, as well as all City permit and inspection requirements.
- W. Civil Rights Act. Project Sponsor agrees to comply with applicable state and local civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (the HCDA), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086, and will include the provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its contractors and amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (the HCDA), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086, and will include the provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its contractors and subcontractors.
- X. In carrying out the Agreement, the Project Sponsor shall not discriminate against nor exclude any employee or applicant for employment because of race, color, religion, sex, age, familial status,

handicap, sexual orientation, marital status, gender identity/expression or national origin. Upon receipt of evidence of such discrimination, City shall have the right to terminate the Agreement. The Project Sponsor shall take the necessary steps to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, familial or marital status, handicap, sexual orientation, gender identity/expression or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- Y. The Project Sponsor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause. When expending CDBG Award, the Project Sponsor shall, within the eligible population, comply with the following requirements for nondiscrimination on the basis of race, color, religion, sex, national origin, age, familial or marital status, sexual orientation, gender identity/expression, and handicap:
- Z. Minority and Women's Business Enterprises. The requirements of Executive Orders 11625, 12432, 12138 and 24 CFR 85.36(e) apply to grants under this part. Consistent with HUD's responsibilities under these Orders and with the City's Ordinance No. 26.5 Part 2, the Project Sponsor must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.
- AA. Section 3. The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) ("Section 3") is to ensure that employment and other economic opportunities generated by HUD financial assistance (greater than \$200,000) shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
- BB. Compliance with the provisions of HUD's regulations in 24 CFR part 75, which implements Section 3 shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Project Sponsor and any of the Project Sponsor's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Project Sponsor and any of the Project Sponsor's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Project Sponsor certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.
- CC. The Project Sponsor will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- DD. The Project Sponsor further agrees to comply with HUD's regulations in 24 CFR part 75, which implements Section 3 requirements to include the following language in all subcontracts executed under the Agreement: "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

- I. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - II. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- EE. The Project Sponsor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the City of Tampa; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.
- FF. BABA-The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
- GG. Environmental Review. All CDBG assistance is subject to the National Environmental Policy Act of 1969 and related federal environmental authorities and regulations at 24 CFR Part 58. No covered CDBG funds will be advanced, and no costs can be incurred, until an environmental review of the proposed project site has been conducted as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project. Notwithstanding any provision of the Agreement, the parties hereto agree and acknowledge that the Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of a release of funds from HUD or the State of Florida under 24 CFR Part 58. Further, the Project Sponsor will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement. A copy of the Environmental Review Record shall be maintained by both the Project Sponsor and the City.

IX. EXHIBITS

Failure to Complete, Sign and Submit Forms 10, 20, & 50 SHALL render the Bid or Proposal Non-Responsive



Page 1 of 4 – DMI Solicited/Utilized Schedules

City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)
(DMI 10 Form)

Contract No.:		Contract Name:	
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:

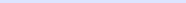
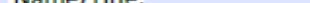

☐ See attached list of additional Firms solicited and all supplemental information (List must comply to this form)

Note: Form DMI-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

[illegible]

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 Forms 10, 20, & 50 SHALL render the Bid or Proposal Non-Responsive
Forms must be included with Bid / Proposal



Page 2 of 4 – DMI Solicited/Utilized
Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form
(DMI 10 Form)

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

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the "Sub-(Contractors/Consultants/Suppliers) Payments" form (DMI 30 Form) 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 DMI 10 Form must be in the same format and have all requested data from DMI 10 Form included.

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

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

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

Page 3 of 4 – DMI Solicited/**Utilized** Schedules

City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)
(DMI 20 Form)

Contract No.: Contract Name:

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 DMI-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

[illegible]

Total ALL Subcontract / Supplier Utilization \$	
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Total SLBE Utilization \$

Total WMBE Utilization \$	
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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.

Failure to Complete, Sign and Submit Forms 10, 20, & 50 SHALL render the Bid or Proposal Non-Responsive Forms must be included with Bid / Proposal



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

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

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 (DMI 30 Form) 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 (GFECP) requirements applies (DMI 50 Form) 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 DMI-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/DMI> "Information Resources".
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs).
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent. For CCNA only (i.e. Consultant A/E Services) you must indicate subcontracts as percent of total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount.

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



Page 1 of 2 –DMI Payment
City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments
(DMI 30 FORM)

☐ Partial ☐ Final

Contract No.: _____ WO#,(if any): _____ Contract Name: _____

Contractor Name: _____ Address: _____

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

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

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

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

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

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

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

Signed: _____ Name/Title: _____ Date: _____

DMI 30 form (rev. 11/21/2024)

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



Page 2 of 2 – DMI Payment
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 may result in non-compliance).

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

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

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

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

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



City of Tampa
Official Letter of Intent
(DMI-40 Form)

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

Bid/Proposal/Contract Number: _____

Bid/Proposal/Contract Name: _____

A. To be completed by the Bidder/Service Provider

Name of Bidder: _____
Address: _____

Contact Person: _____
Telephone: _____ Fax: _____
Email: _____

B. To be completed by WMBE & SLBE

Name of WMBE & SLBE: _____
Address: _____

Contract Person: _____
Telephone: _____ Fax: _____
Email: _____

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

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

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

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

Bidder/Proposer: _____ Date: _____
Signature and Title

WMBE & SLBE Firm: _____ Date: _____
Signature and Title



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

The Official Letter of Intent must be submitted to the soliciting department within ten (10) workdays after the **notice of intent to award is posted**. Not providing all letters of intent within the prescribed timeframe may cause a delay in the award or declare the bid to be non-responsive.

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

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

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

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

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

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

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

WMBE & SLBE firm – Signature of an authorized agent for the WMBE & SLBE subcontractor or supplier with the 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 the commencement of work by WMBE & SLBE.



Good Faith Effort Compliance Plan (GFECP) Guidelines

for Women/Minority Business Enterprise & Small Local Business Enterprise Participation

City of Tampa - Equal Business Opportunity Program

(DMI 50 Form – See detailed instructions on page 3 of 3)

Contract Name		Bid Date	
Bidder/Proposer			
Signature		Date	
Name		Title	

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

- ☐ WMBE & SLBE participation Goal is Not Specified for this Solicitation however participation is aspirational and GFECP is required.
- ☐ WMBE & SLBE participation Goal is Met or Exceeded (refer to Goal-Set DMI 90 Form).
- ☐ WMBE & SLBE participation Goal is Not Fully Achieved (refer to Goal-Set DMI 90 Form).

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

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

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

Failure to Complete, Sign, and Submit all Forms 10,20, & 50 SHALL render the Bid or Proposal Non-Responsive

portion. ☐ See enclosed comments. ☐ Qualifying Remarks

- (6) Made good faith efforts, despite the ability or desire of Bidder/Proposer to perform the sub-tasks of a contract with its own forces/organization. A Bidder/Proposer who desires to self-perform the sub-tasks of a contract must demonstrate good faith efforts if the goal has not been met. ☐ Sub-Contractors were not prohibited from submitting bids/proposals and were solicited on work typically self-performed by the prime. ☐ Qualifying Remarks w/Documents
- (7) Segmented the portions of the work to be performed by WMBEs & SLBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units (quantities/scale) to facilitate WMBE & SLBE participation, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces. ☐ Sub-Contractors could bid on their own choice of work or trade without restriction to a pre-determined portion. ☐ Sub-Contractors were not prohibited from submitting bids/proposals and were solicited on work typically self-performed by the prime. ☐ See enclosed comments. ☐ Qualifying Remarks
- (8) Made efforts to assist interested WMBEs & SLBEs in obtaining bonding, lines of credit, or insurance as required by the City or contractor.
☐ See enclosed documentation on initiatives undertaken and methods to accomplish. ☐ Qualifying Remarks
- (9) Made efforts to assist interested WMBEs & SLBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, including participation in an acceptable mentor-protégé program. ☐ See enclosed documentation of initiatives and/or agreements. ☐ Qualifying Remarks
- (10) Effectively used the services of the City and other organizations that provide assistance in the recruitment and placement of WMBEs & SLBEs.
☐ See enclosed documentation of services engaged. ☐ Overview (attached) of tactical actions and resources employed toward recruitment

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



Participation Plan: Guidance for Complying with Good Faith Efforts Outreach (page 3 of 3)

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

Page 1 of 1 Procurement Guidelines To Implement Women, 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	Asian	Asian	Asian
		Native Am.	Native Am.	Native Am.	Native Am.
		Woman	Woman		Woman
			Hispanic		

Policy

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

Index

Black (BBE) = Black/African-American Business Enterprise

Hispanic (HBE) = Hispanic Business Enterprise

Asian (ABE) = Asian Business Enterprise

Native American (NBE) = Native American Business Enterprise

Woman (WBE) = 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.

DMI-70 Form



EBO Guidelines for Evaluation Points on RFP and CCNA Proposals

Points Pursuant to Designated Industry Category: _____ DMI-71 FORM (Refer to DMI 70 Form and DMI 50 Form -GFE Outreach)		
	Evaluation Criteria	Point
A.	Underutilized WMBE Firms participating as the Prime Contractor (City of Tampa Certified Only)	16-20
B.	City of Tampa Certified WMBE and/or SLBE Prime Contractor with meaningful sub-(contractor, consultant) participation by City Certified Underutilized WMBE and/or SLBE firms	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 the City of Tampa for designated RFP, RFQ, and RFI solicitations	0 – 7
NOTE: The maximum points available for WMBE and/or SLBE participation will not exceed twenty (20). In addition, evaluation points will be awarded for To-Be-Determined (TBD) participation.		

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

- 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/RFP/RFI.
- A maximum of fifteen (15) rating points may be awarded when the Proposer is a City of Tampa-certified WMBE and/or SLBE with meaningful participation by City-certified WMBE and/or SLBE sub-contractors/consultants.
- 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 DMI 10-20 Form.
- 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). In addition, evaluation points will be awarded for To-Be-Determined (TBD) participation. 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 the underutilization of affected groups in specific trade/industry categories. Any WMBE & SLBE achievement that was not designated on the DMI 70 Form 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.



EBO Guidelines for Evaluation Points on RFP and CCNA Proposals

Equal Business Opportunity Evaluation Weighted Points: CCNA Proposal Guidelines

Under CCNA solicitations, proposers must submit to preconstruction Good Faith Efforts (GFE) requirements covering the inclusion of City of Tampa-certified WMBE and SLBE firms. Such inclusion shall be clearly addressed and documented utilizing DMI 10, 20, and 50 Forms. Proof of certification shall include copies of current certification certificates. This applies to ALL Phase 1 preconstruction design services.

Points awarded during the shortlist selection process will be more heavily weighted predominantly on the design side (this does not preclude identification of phase 2 projections of construction participation that follow in the future, i.e., GMPs). 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.

Additional Evaluation Information:

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

- Diversity of WMBE & SLBE subcontractors listed to be utilized (DMI 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.
- Subcontractors utilized for meaningful tasks. The meaningful task is viewed as being related to the core scope of work.

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 the DMI 40 Form (Letter of Intent-LOI) with their subcontractors/sub-consultants prior to award.

EXHIBIT B

PUBLIC RECORD DECLARATION OR CLAIM FOR 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 parts of your bid or 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.

I.NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the bid or 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 bid or 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 bid or proposal is 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 bid or 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

EXHIBIT C

LOCAL, STATE, AND FEDERAL LAW REGULATION ADDITIONAL COMPLIANCE AS APPLICABLE

1. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each partner must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
2. Minority and Women's Business Enterprises. The requirements of Executive Orders 11625, 12432, 12138 and 24 CFR 85.36(e) applies to grants under this part. Consistent with HUD's responsibilities under these Orders and with the City's Ordinance No. 26.5 Part 2, the Partner must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.
3. Section 3. The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) ("Section 3") is to ensure that employment and other economic opportunities generated by HUD financial assistance (greater than \$100,000) shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
4. Compliance with the provisions of Section 3 shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Agency and any of the Agency's subrecipients and Subrecipients. Failure to fulfill these requirements shall subject the Partner and any of the Agency's subrecipients and Subrecipients, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Agency certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.
5. The Agency will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

6. The Agency further agrees to comply with these Section 3 requirements to include the following language in all subcontracts executed under the Agreement: "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

7. The Agency further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the City of Tampa; where feasible, priority should be given to low- and very low-income persons within the service area of the project

or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

8. Civil Rights Act. Agency agrees to comply with applicable state and local civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (the HCDA), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086, and will include the provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its Subrecipients and Subrecipients.

9. In carrying out the Agreement, the Agency shall not discriminate against nor exclude any employee or applicant for employment because of race, color, religion, sex, age, familial status, handicap, sexual orientation, marital status, gender identity/expression or national origin. Upon receipt of evidence of such discrimination, City shall have the right to terminate the Agreement. The Agency shall take the necessary steps to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, familial or marital status, handicap, sexual orientation, gender identity/expression or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. The Agency shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause. When expending HOME Award, the Agency shall, within the eligible population, comply with the following requirements for nondiscrimination on the basis of race, color, religion, sex, national origin, age, familial or marital status, sexual orientation, gender identity/expression, and handicap.

11. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60,, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" and must adhere to the City's Ordinance No. 12 Part 16-29, to secure for all individuals within the city the freedom from discrimination.

12. Religious Activities. The Agency agrees that funds provided under the Agreement shall not be utilized for inherently religious activities prohibited by 24 CFR part 570.200(j), such as worship, religious instruction, or proselytization. In accordance with Executive Order 13279, the Agency agrees that it may engage in inherently religious activities providing they are voluntary for participants in activities funded through the Agreement and occur separately in time or location from these activities. Furthermore, Agency certifies that SHIP Funds shall not be provided to primarily religious organizations, such as churches, for any activity including secular activities. In addition, SHIP Funds were not and shall not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing.

13. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not

be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. By its signature below Agency certifies it is not so listed.

14. Environmental Review. All HOME assistance is subject to the National Environmental Policy Act of 1969 and related federal environmental authorities and regulations at 24 CFR Part 58. No covered HOME funds will be advanced, and no costs can be incurred, until an environmental

review of the proposed project site has been conducted as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project. Notwithstanding any provision of the Agreement, the parties hereto agree and acknowledge that the Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of a release of funds from HUD or the State of Florida under 24 CFR Part 58. Further, the Agency will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement. A copy of the Environmental Review Record shall be maintained by both the Agency and the City.

15. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Agency shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

16. Lead-Based Paint. The Agency agrees that any construction or rehabilitation of residential structures with assistance provided under the Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

17. Historic Preservation. The Agency agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of the Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

18. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q)

and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19. Energy Policy and Conservation Act. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

(42 U.S.C. 6201).

20. Uniform Relocation Act. In accordance to Title I of the Housing and Community Development Act of 1974, as amended, and Title II of the National Affordable Housing Act of 1990, as amended, Agency shall provide for reasonable benefits to any person involuntarily and permanently displaced as a result of the use of assistance received under this title..." as required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and Federal implementing regulations at 49 CFR Part 24 and the requirements of Section 104(d) of Title I of the Housing and Community Development Act of 1974, as amended.

21. HCD Manual. City procedures and policies as set forth in the City of Tampa Division of Housing and Community Development Manual of Procedures and Standards, incorporated herein and by reference made a part hereof, as well as all City permit and inspection requirements.

22. Procurement of Recovered Materials (2 CFR 200.322). A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

23. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

24. Government Grants. All applicable terms and conditions of government grants administrative and program requirements that apply to subrecipients as well as grantees under Title XIII, Subchapter C, Part I of the Omnibus Budget Reconciliation Act of 1993 (26 U.S.C. 1391, et seq.) and under Title I of the CDBG Act, 24 CFR Part 570 et seq, including without limitation those specified in Subparts J and K of 24 CFR Part 570.

25. Travel. The Agency shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under the Agreement.

Proposer's Signature

Date

EXHIBIT D

ENVIRONMENTAL IMPACT STATEMENT

Fiscal Year 2026-2025

An Environmental Impact Statement (EIS) is a document prepared to describe the effects for proposed activities on the environment. "Environment," in this case, is defined as the natural and physical environment and the relationship of people with that environment. It describes the positive and negative environmental effects of a proposed action.

Applicant: _____

Contact Person: _____ Phone: _____

Address: _____

Program: _____

Location(s) of Activity (if different): _____
(Attach service area map)

Population to be served:

Positive Impact on the Community:

Negative Impact on the community: (i.e. parking, trash, loitering, noise, construction, demolition, etc.):

Mitigation of negative Impact:

What is the process/policy for dealing with complaints?

Has your organization received any neighborhood complaints concerning programs offered in the past? Yes___ No___ If yes, how were neighborhood concerns addressed?

End of Attachment "D"

EXHIBIT E

CONFLICT OF INTEREST DISCLOSURE FORM

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

Therefore, please answer the following disclosure questions:

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

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

2. City position held _____

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

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

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

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

Signature: _____ Name (Please Print): _____

Name of Current Employer: _____ Date: _____

EXHIBIT F
RESOLUTION

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

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

Signature of Board President

Date

Printed Name of Board President

Telephone Number

EXHIBIT G

PROPOSAL SIGNATURE FORM

In compliance with this RFA and to all the conditions imposed herein, the undersigned offers and agrees to provide services 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 with ink-pen (electronic signature or copy of signature is prohibited), as defined in Section II. General Conditions, Subsection 3. Content of Proposal of this RFA. **If the Proposal Signature Form is not signed by an authorized representative 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 ☐ Public
☐ 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

Forms MBD-10, MBD-20 must be submitted with the bid/proposal or thereafter for the proposal to be deemed *responsive.

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: _____

Requested Voluntary Information Regarding Proposer's Initial Employment Application Content

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

https://www.municode.com/library/fl/tampa/codes/code_of_ordinances?nodeId=COOR_CH12HURI_ARTVICRHISCPR

☐ Yes ☐ No

The City requires this information for informational purposes only pursuant to Section 2-284, City of Tampa Code of Ordinances. It will not be used either as a basis of award or denial thereof. It may not be used by any party as a basis of any protest.

Firm Name: _____

Authorized Signature: _____ Date: _____

EXHIBIT H



Disaster Recovery Planning Questionnaire

When disasters happen, your business or agency may sustain direct damage such as fire, flooding or building damage. This is an important process to assist you in saving your business or agency and also is an important part of enabling your business or agency to assist in community recovery.

The first order of business is to plan for your recovery and business resumption. This questionnaire is designed to help you assess your level of preparedness.

Business Continuity / Disaster Recovery Plan				
1. Does your business/organization have a continuity or disaster recovery plan?	<input type="checkbox"/> Not Started	<input type="checkbox"/> In progress	<input type="checkbox"/> Complete	
2. What are your most important business functions and how quickly can you resume following a disaster?				
a.	<input type="checkbox"/> 1 Week	<input type="checkbox"/> 2 Weeks	<input type="checkbox"/> 3 Weeks	<input type="checkbox"/> Longer
b.	<input type="checkbox"/> 1 Week	<input type="checkbox"/> 2 Weeks	<input type="checkbox"/> 3 Weeks	<input type="checkbox"/> Longer
c.	<input type="checkbox"/> 1 Week	<input type="checkbox"/> 2 Weeks	<input type="checkbox"/> 3 Weeks	<input type="checkbox"/> Longer
d.	<input type="checkbox"/> 1 Week	<input type="checkbox"/> 2 Weeks	<input type="checkbox"/> 3 Weeks	<input type="checkbox"/> Longer
e.	<input type="checkbox"/> 1 Week	<input type="checkbox"/> 2 Weeks	<input type="checkbox"/> 3 Weeks	<input type="checkbox"/> Longer
f.	<input type="checkbox"/> 1 Week	<input type="checkbox"/> 2 Weeks	<input type="checkbox"/> 3 Weeks	<input type="checkbox"/> Longer
3. How often do you review and test your disaster recovery plan?	<input type="checkbox"/> 1/year	<input type="checkbox"/> Every 2+ years	<input type="checkbox"/> Never	<input type="checkbox"/> No plan
4. Do you have backup system for information & records?	<input type="checkbox"/> Yes	<input type="checkbox"/> In progress	<input type="checkbox"/> No	
5. Do you have a backup generator?	<input type="checkbox"/> Yes	<input type="checkbox"/> In progress	<input type="checkbox"/> No	
Alternate Operational Location				
6. Have you established an alternate location where employees can work on key functions off site?	<input type="checkbox"/> Yes	<input type="checkbox"/> In progress	<input type="checkbox"/> No	
7. Does this location have backup power?	<input type="checkbox"/> Yes	<input type="checkbox"/> In progress	<input type="checkbox"/> No	
8. Do you have a plan to provide basic food, water, first aid and sanitary supplies on hand for yourself and staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> In progress	<input type="checkbox"/> No	
9. Do you have supplies to operate the business manually (forms, pens, materials, etc.)?	<input type="checkbox"/> Yes	<input type="checkbox"/> In progress	<input type="checkbox"/> No	
Contact Information and Communications				
10. Do you maintain contact information for your employees, clients, suppliers, etc.?	<input type="checkbox"/> Yes	<input type="checkbox"/> In progress	<input type="checkbox"/> No	
11. Is contact information quickly accessible?	<input type="checkbox"/> Yes	<input type="checkbox"/> In progress	<input type="checkbox"/> No	
12. Do you have access to multiple, reliable methods of communicating with your employees (emergency phone numbers, pagers, radios or website)?	<input type="checkbox"/> Yes	<input type="checkbox"/> In progress	<input type="checkbox"/> No	

Employee Emergency Preparation			
13. Have your employees participated in an emergency preparedness workshop?	<input type="checkbox"/> Yes	<input type="checkbox"/> In progress	<input type="checkbox"/> No
14. Do your employees know the emergency plan?	<input type="checkbox"/> Yes	<input type="checkbox"/> In progress	<input type="checkbox"/> No
15. Do some employees have emergency training (i.e. first aid, rapid damage assessment, etc.)?	<input type="checkbox"/> Yes	<input type="checkbox"/> In progress	<input type="checkbox"/> No
16. Are your employees prepared for emergencies at home?	<input type="checkbox"/> Yes	<input type="checkbox"/> In progress	<input type="checkbox"/> No
17. How will employees be notified to return to work?			
Customer/Client Preparation			
18. Do you make your emergency contact information available to clients via website?	<input type="checkbox"/> Yes	<input type="checkbox"/> In progress	<input type="checkbox"/> No
19. How will your customers/clients contact you after a disaster?			
<input type="checkbox"/> Telephone <input type="checkbox"/> Email <input type="checkbox"/> Visit Location <input type="checkbox"/> Visit Alternate Location			
Evacuation Plan			
20. If you must evacuate, what critical business information or equipment must be evacuated too?			
21. Do you have a plan to secure files and equipment in the event of flooding?	<input type="checkbox"/> Yes	<input type="checkbox"/> In progress	<input type="checkbox"/> No
22. Can you use internet banking services to monitor account activity, manage cash flow, and pay bills?	<input type="checkbox"/> Yes	<input type="checkbox"/> In progress	<input type="checkbox"/> No
22. Are your employees prepared for emergencies at home?	<input type="checkbox"/> Yes	<input type="checkbox"/> In progress	<input type="checkbox"/> No
Helping Others Recover			
23. Would you be able to release staff to volunteer			
<input type="checkbox"/> 20+ staff hours <input type="checkbox"/> 10 – 20 staff hours <input type="checkbox"/> 5 – 10 staff hours <input type="checkbox"/> Not available			
24. Do staff members have key skills that could assist with recover efforts?			
<input type="checkbox"/> Construction skills <input type="checkbox"/> Medical/ first aid skills <input type="checkbox"/> Counselling skills <input type="checkbox"/> Other			
26. Are your employees prepared for emergencies at home?	<input type="checkbox"/> Yes	<input type="checkbox"/> In progress	<input type="checkbox"/> No
27. Is your organization able to provide support outside the normal operations (i.e. if your organization has a truck, could you assist with delivery of donated food, water, furniture, etc.)?			
<input type="checkbox"/> Provide truck and personnel for hauling <input type="checkbox"/> Provide other transportation equipment and personnel <input type="checkbox"/> Provide shelter i.e. apartments, rooms for rent etc. <input type="checkbox"/> Other			

If your answers concern you and you would like information on emergency preparedness or some guidance in developing your Disaster Recovery Plan, please contact the City of Tampa's Housing and Community Development Division at 813-274-7954.