



City of Tampa

**REQUEST FOR PROPOSALS (RFP) FOR
Home Investment Partnerships American Rescue Plan Program
25-P-00228**

Housing & Community Development

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B - Form MBD-40 Letter of Intent

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1. NOTICE

1.1. REQUEST FOR PROPOSALS

Sealed proposals for Home Investment Partnerships American Rescue Plan Program, **RFP # 25-P-00228** will be received by the Director of Purchasing, City of Tampa, until Monday, June 2, 2025; then to be opened.

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

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

Questions regarding Vendor Registration, accessing RFP documents or submission assistance within the OpenGov eProcurement Portal shall be directed to procurement-support@opengov.com. Reference RFP # and name in email subject line. Questions pertaining to the RFP document/specifications will be accepted up to ten days prior to the scheduled opening date and time and shall be submitted within the OpenGov Portal. Per the City of Tampa's Communication Policy during any solicitation period including any protest and/or appeal, there should be no contact with City officials or employees, other than Arian Cora (arian.cora@tampagov.net) permitted from any Proposer. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

Proposals shall be accepted no later than the time and date specified above. The RFP Opening shall be thereafter and published on the OpenGov portal. All proposals received after the due date and time shall be rejected. **Offers by mail, hand delivery or express mail, telephone, email or transmitted by facsimile (FAX) machine are not acceptable.** All submittals are uploaded electronically into the OpenGov eProcurement Portal. **No file shall have a special character.** No proposal may be withdrawn or modified after the time fixed for the opening of proposals.

Electronic submittals shall be performed in the OpenGov Portal via link <https://procurement.opengov.com/portal/cityoftampa>. **To ensure that an electronic submittal is received by the opening date and time, it is recommended that the Proposer submit their documents with adequate time allowed prior to the deadline.** Proposer shall receive an email confirmation of their proposal submittal after clicking on the "Submit" button in the portal. **The Proposer shall be responsible for confirming that their submittal is received by the deadline. Any submittal received after the closing date and time will not be considered.**

1.2. PRE-PROPOSAL CONFERENCE

A **PRE-PROPOSAL CONFERENCE** will be held at **1:00 pm, Monday, May 12, 2025**, at **Purchasing Department Second Floor Conference Room 2555 E Hanna Ave Tampa, FL 33610** to discuss the above referenced subject.

BRING A COPY OF THIS RFP TO THE MEETING.

City of Tampa buildings are controlled access buildings, and all visitors are required to obtain a Visitor's Pass prior to entering.

1.3. INSTRUCTIONS

City of Tampa solicitations are issued electronically via the [OpenGov eProcurement Portal](#). Obtaining solicitations through the portal will ensure that proposers will have the following capabilities: receipt of solicitation documents electronically, track the status of solicitation award activity, receive addenda, receive the results of solicitation awards and view plans and blueprints online electronically. Proposers who obtain specifications and plans from sources other than OpenGov are cautioned that the solicitation packages may be incomplete. The City will not accept incomplete proposals. Contact OpenGov at procurement-support@opengov.com for more information.

The City is not responsible for errors and omissions occurring in the transmission or downloading of any solicitation documents, plans, or specifications from the OpenGov eProcurement Portal. OpenGov has no affiliation with the City of Tampa other than as a service that facilitates communication and solicitation submittals between the City and its proposers. OpenGov is an independent entity and is not an agent or representative of the City. Communications to OpenGov does not constitute communications to the City. Contact OpenGov at procurement-support@opengov.com for more information.

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

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

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

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

2. SCOPE OF SERVICES

2.1. INTRODUCTION/SUMMARY

The City of Tampa is seeking proposals for the supply and/or development, operations, and management of affordable rental housing for HOME-ARP qualifying populations. Award funds will be made available by the City to the successful proposers at below market interest rate loans for the acquisition, rehabilitation, and/or construction and related operations and management costs of HOME-ARP rental housing projects for qualifying populations and other eligible beneficiaries. Qualified proposers who are non-profit or for-profit developers who can demonstrate its ability to supply, acquire, rehabilitate, and/or construct, and operate and manage affordable housing developments for people experiencing homelessness, and/or other Qualifying Populations are encouraged to submit a proposal in response to this RFP.

Timeline:

Release Project Date:	May 2, 2025
Pre-Proposal Conference (Non-Mandatory):	May 12, 2025, 1:00pm Agenda Purchasing Department Second Floor Conference Room 2555 E Hanna Ave Tampa, FL 33610
Question Submission Deadline:	May 23, 2025, 12:00pm
Response Submission Deadline:	June 2, 2025, 4:00pm

2.2. BACKGROUND

The aim of this project is to add to the City's available affordable housing inventory. Preference will be given to projects involving new construction on vacant land, conversion of commercial space to residential, or rehabilitation of uninhabitable housing. The City requires that HOME-ARP project funds be used to primarily benefit individuals and families in specified Qualifying Populations including but not limited to Homeless, At Risk of Homelessness, Fleeing Domestic Violence, and Low Income households. Project funds may be used to cover up to 100% of eligible costs associated with a project, as specified within the RFP.

2.3. RFP Background

The City of Tampa is soliciting proposals, on behalf of the City's Housing and Community Development ("HCD"), for the supply and/or development of affordable rental housing for HOME-ARP Qualifying Populations (as defined below in Section I. (SCOPE OF SERVICES),

Subsection 13. (ELIGIBLE BENEFICIARIES), Subsection 13.1 (Qualifying Populations)) and other eligible beneficiaries (as described below in Section I. (SCOPE OF SERVICES), Subsection 13. (ELIGIBLE BENEFICIARIES), 13.2 (Low-Income Households)).

Award funds may be made available by the City to the successful proposer(s) ("Awardee(s)"), at below market interest rate loans, for the acquisition, rehabilitation, and/or construction and related development costs of HOME-ARP rental housing projects for Qualifying Populations and other eligible beneficiaries ("HOME-ARP Project(s)"). Each proposal will be evaluated in accordance with criteria set forth in Section I. (SCOPE OF SERVICES), Subsection 27. (EVALUATION CRITERIA) below, and funding will be determined based on alignment with priorities established in the City of Tampa's Consolidated Plan ("Consolidated Plan"; linked here: <https://www.tampa.gov/document/tampa-2022-2026-consolidated-plan-115916>).

Qualified proposers who are non-profit or for-profit developers who can demonstrate its ability to supply, acquire, rehabilitate, and/or construct, and operate and manage affordable housing developments for people experiencing homelessness, and/or other Qualifying Populations (as set forth in Section I. (SCOPE OF SERVICES), Subsection 4. (PROPOSER PREREQUISITES)) below, are encouraged to submit a proposal in response to this RFP.

As further described in Section II. (GENERAL CONDITIONS), Subsection 32. (ADDITIONAL CONTRACT TERMS), Subsection 32.1 (Basis of Award) below, proposers' and its proposals which rank the highest in accordance with the evaluation criteria set forth in Section I (SCOPE OF SERVICES), Subsection 27. (EVALUATION CRITERIA) shall be considered for award. All awards shall be subject to applicable funding as described in Section I. (GENERAL CONDITIONS), Subsection 2. (HOME- ARP PROJECT FUNDING) below and Housing and Urban Development ("HUD") requirements linked here: HUD Notice The Office of Community Planning and Development ("CPD") CPD-21-10: Requirements for the Use of Funds in the HOME-ARP Program (<https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-10cpdn.pdf>) and its Appendix: Waivers and Alternative Requirements for Implementation of the HOME-ARP Program (the "HUD" Requirements") (<https://www.hud.gov/sites/dfiles/OCHCO/documents/cpdWaiverHOMEARP.pdf>). For the avoidance of doubt, any applicable effective change in HUD Requirements (if any) after the issuance of this RFP by the City, shall be applicable to this RFP and the award document(s) resulting from this RFP.

Any reference to the "area" herein, shall mean the city of Tampa, Florida.

2.4. HOME-ARP Project Funding

Award(s) resulting from this RFP will be subject to the funds made available by the HUD HOME Investment Partnership ARP Program (CFDA #14.239) and HUD Requirements. The City estimates the total HUD HOME-ARP loan funds available for any award(s) resulting from this RFP to be up to 5.3 million dollars, in the aggregate. Such loan funds are subject to availability.

All HOME-ARP Project awarded loan funds by the City to Awardee(s) shall be subject to HCD's approval, underwriting requirements, and recommendation of funding to The City of Tampa's City Council. All recommended funding for HOME- ARP Projects by HCD to The City of Tampa's City Council are subject to The City of Tampa's City Council approval. If HOME- ARP Project funding is approved by The City of Tampa's City Council, funds will be disbursed by the City to the Awardee in accordance with the draw schedule set forth in Section I. (SCOPE OF SERVICES), Subsection 12. (FUNDS PAYMENT SCHEDULE AND TERMS) below and the award document(s) resulting from this RFP. Awardee loan repayment schedule and terms shall be set forth in Section I. (SCOPE OF SERVICES), Subsection 12. (FUNDS PAYMENT SCHEDULE AND TERMS) and the award document(s) resulting from this RFP.

In addition to proposers including the utilizing of HUD HOME-ARP funding in its HOME-ARP Project proposal, a proposer may leverage funding resources of its own that may include but not be limited to, private equity, loans from lending institutions, and/or funds from Federal, State, or local programs such as "Low-Income Housing Tax Credits" ("LIHTC(s)"), "Tax-Exempt Multifamily Housing Revenue Bonds", "Supportive Housing Program", "Federal Home Loan Bank Affordable Housing Program" and/or the "Florida Housing Trust Fund".

2.5. Proposer Prerequisites

a. Proposers for HOME-ARP funds shall have at least two (2) years of continuous experience immediately prior to the opening date and time of this RFP as a business engaged in each of the following services: (i) the supply, acquisition, rehabilitation, and/or construction of rental housing units; (ii) operations and management of rental housing units; and (iii) affordable housing services to Qualifying Populations and low-income individuals for government agencies and/or non-profit organizations similar in scale to the services proposed in its proposal response to this RFP, funded by federal funds, and furnished under contract.

b. During the time period described in Section I. (SCOPE OF SERVICES), Subsection 4. (PROPOSER PREREQUISITES), paragraph (a) immediately above, proposers shall have satisfactorily performed or shall be performing under at least one (1) contract for another government agency and/or non-profit organization requiring similar scope of services to those set forth herein. Such a determination of satisfactory performance shall be in the City's sole discretion.

c. In the event a proposal is submitted by a joint venture, the immediately foregoing prerequisites will be considered with respect to such proposal as follows: the prerequisites in paragraphs (a) and (b) above, will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. The prerequisite in subparagraph (c) above, will be considered satisfied if the annual gross income of the joint venture itself meets the prerequisite or the gross income of the participants in the joint venture cumulatively meets the prerequisite.

2.6. Supply, Acquisition, Rehabilitation, Construction of HOME-ARP Projects

The City shall have no ownership interest in any HOME-ARP Project awarded as a result of this RFP, unless otherwise provided herein. However, (a) the City shall hold a mortgage and note on any HOME-ARP Project property in which the City has provided funding to an Awardee to acquire, rehab, and/or construct property as further described in Subsections 5.2., 5.3., and 5.4. below and (b) prior to funding by The City of Tampa, proposer shall record a land use restriction agreement in the Official Records of Hillsborough County, Florida, restricting the use of the HOME-ARP Project as set out in this RFP, to include but not be limited to, income restrictions, rental rate restrictions, and residency restrictions. Such land use restriction agreement shall be subject to the approval of The City of Tampa prior to recording. Each proposer's proposed HOME-ARP Project shall consist of a minimum of ten (10) units reserved exclusively for tenancy by Qualifying Populations. At least seventy percent (70%) of units acquired, rehabbed or constructed in a HOME-ARP Project with HOME-ARP funds shall be reserved for tenancy by households in the Qualifying Populations. No more than thirty percent (30%) of housing units shall be used for market rate rentals and/or other purposes (e.g., retail, units available for resale).

Proposers may supply affordable housing units in its proposed HOME-ARP Project in any of the following methods:

1. Acquisition of Land, Housing Units, and/or Acquisition of Property to Convert to Affordable Rental Housing Units;

- Proposers may provide in its proposal plans to purchase land, housing units and/or other use-property with plans to convert into affordable housing units.

2. Rehabilitation of Housing Units and Rehabilitation/Conversion of Property to Convert to Rental Units; and/or

- Proposers may provide in its proposal plans to rehabilitate housing units and/or the conversion of other use-property into affordable housing units.

3. New Construction of Rental Housing Units.

- Proposers may provide in its proposal plans to construct affordable housing units on land it already owns and/or on land it plans to acquire as described in Section I. (SCOPE OF SERVICES), Subsection 5.2. (Acquisition of Land, Housing Units, and/or Acquisition of Property to Convert to Rental Housing Units) immediately above.

Proposers may NOT propose any existing housing units it holds in its portfolio that does not require any rehabilitation and/or renovation to serve as affordable housing units in its proposal. For the avoidance of doubt, award funds resulting from this RFP are not eligible for and shall not be utilized/applied by an Awardee to any pre-existing costs and expenses (e.g., land cost, construction costs, unit purchase cost, rehabilitation costs) for such Awardee's existing rental housing portfolio that does not require rehabilitation.

The required information and documentation for proposers to submit in its proposal for the supply, acquisition, rehabilitation, and/or construction of HOME-ARP Projects are described in Section I. (SCOPE OF SERVICES), Subsection 26. (PROPOSAL SUBMITTAL) below.

Preference will be given to proposed HOME-ARP projects which will add to the City's available housing inventory (e.g., new construction on vacant, uninhabited land, conversion of commercial space to residential (e.g., motel, school, warehouse, rehabilitation of uninhabitable housing) as opposed to acquiring/rehabilitating properties with existing tenants that may not be eligible under the HOME-ARP project guidelines.

In the event of an applicant's proposed site/property becoming unavailable prior to notice of award due to no fault of the proposer (e.g., property is purchased by another buyer, seller is no longer interested in selling property), such proposer upon demonstrated proof of its proposed site/property being unavailable may either (a) propose another site/property in accordance with the RFP specifications for the City's consideration or (b) rescind its proposal/application.

2.7. HOME-ARP Project Site/Property Conditions

All HOME-ARP Projects shall as of the opening date and time of this RFP:

1. Be located within the city limits of the City of Tampa, Florida
2. Be no more than a quarter (¼) mile to an existing Hillsborough Area Regional Transit Authority ("HART") bus stop and/or streetcar system stop (currently known as "TECO Line Streetcar")
3. Have sites currently under proposer's ownership and control or to be under proposer's ownership and control within a timeline acceptable by the City after receipt of an award resulting from this RFP
4. Contain a design, plan and budget appropriate for the proposed site
5. Comply with existing City zoning requirements and/or include a reasonable plan to obtain City zoning approval for any non-compliant items
6. Include disclosure of any applicable historic preservation requirements
7. For any proposed HOME-ARP project involving acquisition of a property, current appraisal must be provided. Eligible HOME-ARP Project rental housing types includes "housing" as defined at 24 CFR 92.2, including but not limited to manufactured housing, single-room occupancy ("SRO") units, and permanent supportive housing. Emergency shelters, hotels, and motels (including those currently operating as non-congregate shelters), nursing homes, residential treatment facilities, correctional facilities, halfway houses, and housing for students or dormitories do NOT qualify as eligible HOME-ARP Project housing types. However, HOME-ARP Project funds may be used to acquire and rehabilitate such facilities to convert them into eligible HOME-ARP Project rental housing types. HOME-ARP Project rental units may consist of SRO units. For the purposes of HOME-ARP Project rental units, an SRO unit is defined as a unit that is the primary residence of the occupant(s) and must at least contain sanitary facilities but may also contain food preparation facilities. A HOME-ARP Project SRO must comply with the City's zoning and building code laws. For any existing apartment units that are being acquired, rehabbed, or converted as part of a proposed HOME-ARP project, the City will examine the general conditions of the property and surrounding area to ensure that they are consistent with the HOME-ARP project submittal. Federal rules and regulations apply to all properties assisted with HOME ARP funding, including but not limited to Davis Bacon, Section 3, Environmental Review and the Uniform Relocation Act for occupied properties where existing tenants reside.

2.8. HOME-ARP Project Personnel

Proposer's staff, either employed directly on the proposer's payroll or as engaged as a sub-contractor, shall be experienced in the services described in Section I. (SCOPE OF SERVICES), Subsection 4. (PROPOSER PREREQUISITES), paragraph (a) above for a minimum of two (2) years immediately prior to the opening date and time of this RFP. Proposer's staff shall include, but not be limited to (as applicable): licensed general contractors, licensed architects, interior designers, project managers, zoning specialists, permit expeditors, engineers, foreman, construction tradespersons, plumbers, electricians, carpenters, estimators, safety managers, housing counselors, community outreach specialists, leasing agents, property managers, and mechanics.

Proposers shall disclose in its RFP response as further described in Section I. (SCOPE OF SERVICES), Subsection 26. (PROPOSAL SUBMITTAL) below the staff positions and quantity of staff positions currently in its workforce (including its sub-contractor's) at the time and date of this RFP opening available to be utilized for its proposed HOME-ARP Project and the staff positions and quantity of staff positions such proposer would need to hire upon receipt of the awarding document(s) from this RFP for its proposed HOME-ARP Project.

All sub-contractors engaged by a proposer/Awardee to perform services hereunder shall be subject to the pre-approval of the City in each instance.

2.9. HOME-ARP Project Operations and Management

Awardee(s) shall be responsible for all things necessary for the operations and management of the HOME-ARP Project affordable housing units and property including, but not be limited to, marketing available units to Qualifying Populations and other beneficiaries, educating prospective tenants on Qualifying Population and other eligible beneficiaries eligibility requirements and the application process, screening tenants for tenancy and performing other leasing operations, and performing preventive and emergency property maintenance.

In the event housing units for a HOME-ARP Project reside in a property and/or development with non-HOME-ARP Project units, Awardee(s) shall also be responsible for such necessary operations and management for the non-HOME-ARP Project units.

All HOME-ARP Projects shall be subject to all applicable monitoring and reporting requirements of The City of Tampa and HUD throughout the entire affordability period.

2.10. HOME-ARP Project Budget

Proposers shall include in its proposal its required budget to supply, acquire, rehabilitate, and/or construct HOME-ARP Project housing units and its annual costs to operate and manage the HOME-ARP Project housing units. The budget shall be an itemization of all hard and soft costs related to the development of the HOME-ARP Project. Proposer must provide a 20 year Pro-Forma that includes operating costs to provide adequate maintenance during the minimum compliance period described in Section I. (SCOPE OF SERVICES), Subsection.18. (MINIMUM COMPLIANCE PERIOD) below. All proposer budgeted costs shall be reasonable and appropriate to its proposed HOME-ARP Project design, and necessary to supply the affordable housing units. Proposer's budget shall meet and/or exceed the City's underwriting requirements. In the event a proposer's HOME-ARP Project will reside on property that contains non-HOME-ARP Project units, such proposer shall clearly distinguish its portion of costs for HOME-ARP Project housing units from non-HOME-ARP Project units. For the avoidance of doubt, only eligible costs as described in Section I. (SCOPE OF SERVICES), Subsection 2319. (ELIGIBLE COSTS) below shall be eligible for HOME-ARP Project funding; proposer's costs for non-HOME-ARP Project units are not eligible for funding.

In the event a proposer will fund its HOME-ARP Project with additional funds from other sources, such proposer shall include the name of source and amount of the additional funds in its budget. Proposers shall also provide funding commitment letters from the additional fund sources in its proposal.

2.11. HOME-ARP Project Timeline

1. Supply and Completion of HOME-ARP Project Property:

Awardee(s) shall supply/complete construction/renovation of the HOME ARP affordable housing units and make available for occupancy under this HOME-ARP Project no later than twenty-four (24) months after receipt and/or full execution of the award document(s) resulting from this RFP.

2. Operations and Management of HOME-ARP Project:

Awardee(s) shall be responsible for the operations and management of the HOME-ARP Project funded housing units as set forth in Section I. (SCOPE OF SERVICES), Subsection 8. (HOME-ARP PROJECT OPERATIONS) above for a period of time equal to the timeline described in Section I. (SCOPE OF SERVICES), Subsection 10.1. (Supply and Completion of HOME-ARP Project Property) immediately above and the minimum compliance period set forth in Section I. (SCOPE OF SERVICES), Subsection 18. (MINIMUM COMPLIANCE PERIOD) below.

2.12. HOME-ARP Displacement

The City strongly encourages proposers proposed HOME-ARP Projects not to result in the displacement of existing residents. In the event an Awardee's HOME-ARP Project will result in the displacement of existing residents, such Awardee shall be responsible for providing the existing residents relocation assistance and documentation (i.e., General Information Notice under the Uniform Relocation Act) as set forth in Title 24, Code of Federal Regulations ("24 CFR"), Statue 92.206(f), 24 CFR, Statue 92.353, and described in HUD Requirements. The Awardee shall provide such documentation to the affected residents immediately upon the City's notice of award.

In the event that the proposed project has existing tenants, demographic and income data for all units must be provided with the submission of the response to this RFP.

2.13. Funds Payment Schedule and Terms

The City shall disburse funds to the Awardee(s) in accordance with a draw payment schedule that complies with Awardee progress milestones mutually agreed upon by the parties and the payment terms set forth in the HUD Requirements and written funding agreement as approved by City Council. The City shall not issue any draws to an Awardee more than once in a given month.

2.14. Eligible Beneficiaries

1. Qualifying Populations

- A. The City requires that HOME-ARP Project funds be used to primarily benefit individuals and families in the following specified Qualifying Populations (as defined below). Any individual or family who meets the criteria for Qualifying Populations are eligible to reside in a unit funded through HOME-ARP Project funds without meeting additional criteria (e.g., additional income criteria). "Qualifying Populations" include:
 - i. Homeless, as defined in 24 CFR, Statue 91.5 (Definitions) (1), (2), or (3):
 - a. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - I. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - II. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
 - III. An individual who is exiting an institution where he or she resided for ninety (90) days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
 - b. An individual or family who will imminently lose their primary nighttime residence, provided that:

- I. The primary nighttime residence will be lost within fourteen (14) days of an date of application for homeless assistance;
 - II. No subsequent residence has been identified; and
 - III. The individual or family lacks the resources or support networks (e.g., family, friends, faith-based, or other social networks) needed to obtain other permanent housing
- c. Unaccompanied youth under 25 years of age or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
- I. Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 United States Code (U.S.C.) 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
 - II. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the sixty (60) days immediately preceding the date of application for homeless assistance;
 - III. Have experienced persistent instability as measured by two (2) moves or more during the sixty (60)-day period immediately preceding the date of applying for homeless assistance; and
 - IV. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.
- ii. At risk of Homelessness, as defined in 24 CFR 91.5, at risk of homelessness
- a. An individual or family who:
 - I. Has an annual income below thirty percent (30%) of median family income for the area, as determined by HUD;
 - II. Does not have sufficient resources or support networks (e.g., family, friends, faith-based or other social networks) immediately available to prevent them from moving to an emergency shelter or another place described in this Subsection 13.1 (Qualifying Populations), Paragraph 1 (Homeless); and
 - III. Meets one of the following conditions:
 - I. Has moved because of economic reasons two (2) or more times during the sixty (60) days immediately preceding an application for homelessness prevention assistance;
 - II. Is living in the home of another because of economic hardship;
 - III. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within twenty-one (21) days after the date of application for assistance;
 - IV. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
 - V. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the United States (U.S.) Census Bureau;

- VI. Is exiting a publicly funded institution, or system of care (e.g., health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
 - VII. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in The City of Tampa Consolidated Plan.
- b. A child or youth who does not qualify as "at risk of homeless" under this Subsection 13.1 (Qualifying Populations), Paragraph 2. (At Risk of Homelessness), but qualifies as "at risk of homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 USC 5732a(3)), section 637(11) of the Head Start Act (42 USC 9832 (11)), section 41403 (6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(l) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(l)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
 - c. A child or youth who does not qualify as "at risk of homeless" under this Subsection 13.1 (Qualifying Populations), Paragraph 2., but qualifies as "at risk of homeless" under section 725(2) of the McKinney- Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him).
- iii. Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD.
 - a. For HOME-ARP Project units, this population includes any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This population includes cases where an individual or family reasonably believes that there is a threat of imminent harm from further violence due to dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return or remain within the same dwelling unit. In the case of sexual assault, this also includes cases where an individual reasonably believes there is a threat of imminent harm from further violence if the individual remains within the same dwelling unit that the individual is currently occupying, or the sexual assault occurred on the premises during the ninety (90)-day period preceding the date of the request for transfer.
 - b. Domestic violence, which is defined in 24 CFR 5.2003 includes felony or misdemeanor crimes of violence committed by:
 - I. A current or former spouse or intimate partner of the victim (the term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship);
 - II. A person with whom the victim shares a child in common
 - III. A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
 - IV. A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving HOME-ARP funds; or
 - V. Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction
 - c. Dating violence which is defined in 24 CFR 5.2003 means violence committed by a person:
 - I. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - II. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - I. The length of the relationship;

- II. The type of relationship; and
- III. The frequency of interaction between the person(s) involved in the relationship.
- d. Sexual assault which is defined in 24 CFR 5.2003 means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.
- e. Stalking which is defined in 24 CFR 5.2003 means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
 - I. Fear for the person's individual safety or the safety of others; or
 - II. Suffer substantial emotional distress.
- f. Human Trafficking includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102). These are defined as:
 - I. Sex trafficking means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
 - II. Labor trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- iv. Other Populations where providing supportive services or assistance under section 212(a) of Cranston-Gonzalez National Affordable Housing Act ("NAHA") (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability. HUD defines these populations as individuals and households who do not qualify under any of the populations above but meet one of the following criteria:
 - a. Other Families Requiring Services or Housing Assistance to Prevent Homelessness is defined as households (i.e., individuals and families) who have previously been qualified as "homeless" as defined in 24 CFR 91.5, are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness.
 - b. At Greatest Risk of Housing Instability is defined as household who meets either sub-paragraph (i) or (ii) immediately below:
 - I. Has annual income that is less than or equal to thirty percent (30%) of the area median income, as determined by HUD, and is experiencing severe cost burden (i.e., is paying more than fifty percent (50%) of their monthly household income toward housing costs); or
 - II. Has annual income that is less than or equal to fifty percent (50%) of the area median income, as determined by HUD, AND meets one of the following conditions from Section I. (SCOPE OF SERVICES), Subsection 13. (ELIGIBLE BENEFICIARIES), Subsection 13.1. (Qualifying Populations), Paragraph (2)(a)(iii) (At risk of Homelessness) above.
- v. Veterans and Families that include a Veteran Family Member that meets the criteria for one of the Qualifying Populations described above are eligible to receive HOME-ARP assistance.

As described in Subsection 8. (HOME-ARP PROJECT OPERATIONS AND MANAGEMENT) above, Awardee(s) shall be responsible for screening Qualifying Populations to maintain compliance with the applicable HUD Requirements and provisions set forth herein for HOME-ARP Project units.

2. Low Income Households

Up to thirty percent (30%) of units assisted with HOME-ARP funds can be occupied by households defined as low-income. (80% AMI or below) Such units are subject to income targeting and rent requirements established under the HOME-ARP rental program rules set forth in the HUD Requirements and are only permitted in HOME-ARP Projects with at least seventy percent (70%) of rental units restricted for occupancy by Qualifying Populations.

At initial occupancy, units restricted for low-income households must be occupied by households that meet the definition of low-income in 24 CFR 92.2. If a tenant's income increases above the applicable low-income limit during the minimum compliance period described in Subsection 18. (MINIMUM COMPLIANCE PERIOD) below, the unit will be considered temporarily out of compliance. Changes in tenant income are described in Section I. (SCOPE OF SERVICES), Subsection 16. (RENT LIMITATIONS) below.

In accordance with 24 CFR 92.252(h), the income of each low-income household must be determined by Awardee initially in accordance with 24 CFR 92.203(a)(1)(i), and each year following the initial determination in accordance with the aforementioned CFR during the minimum compliance period described in Subsection 18. (MINIMUM COMPLIANCE PERIOD) below.

As described in Subsection 8. (HOME-ARP PROJECT OPERATIONS AND MANAGEMENT) above, Awardee(s) shall be responsible for screening low-income household incomes and other applicable low-income household occupancy requirements to maintain compliance with the applicable HUD Requirements and provisions set forth herein for HOME-ARP Project units.

2.15. Qualifying Populations Preference

Proposer's HOME-ARP Projects that propose to restrict at least thirty percent (30%) of rental housing as part of the Qualifying Populations described in Section I. (SCOPE OF SERVICES), Subsection 13. (ELIGIBLE BENEFICIARIES), Subsection 13.1 (Qualifying Populations), Paragraph 1. (Homeless) shall be eligible to receive ten (10) preference points as set forth in Section I. (SCOPE OF SERVICES), Subsection 27. (EVALUATION CRITERIA). To receive all ten (10) preference points, proposer's HOME-ARP Projects must propose to dedicate at least thirty percent (30%) of all HOME-ARP Project units for persons experiencing homelessness as referenced above.

For the avoidance of doubt, for proposer eligibility for the Qualifying Populations preference, the required minimum of thirty percent (30%) of HOME-ARP Project units restricted for Qualifying Populations experiencing homelessness may be inclusive of the required minimum of seventy percent (70%) of HOME-ARP Project units reserved for tenancy for households in the Qualifying Populations as described in Section I. (SCOPE OF SERVICES), Subsection 5. (SUPPLY, ACQUISITION, REHABILITATION, CONSTRUCTION OF HOME-ARP PROJECTS) above. Please see the examples below demonstrating potential tenant populations proposers may propose to house in its HOME-ARP Projects to meet the Qualifying Populations preference in this Subsection 14. Please note these examples (a) are provided solely for illustrative purposes of possible acceptable tenant population combinations to meet the Qualifying Populations preference in this Subsection 14; (b) are not exhaustive of all possible tenant population combinations in a HOME-ARP Project acceptable by the City to meet the Qualifying Populations preference in this Subsection 14; and (c) do not represent the City's desired/preferred HOME-ARP Project tenant population combination, proposals will be evaluated based on the evaluation criteria set forth in Section I. (SCOPE OF SERVICES), Subsection 27. (EVALUATION CRITERIA) below.

HOME-ARP Project Example 1:

Line Number	Tenant Population Type	Quantity of Units	Percentage of Total Units	
1	Homeless*	3	30%	A Qualifying Populations

2	At Risk of Homelessness*	2	20%	
3	Fleeing/Attempting to Flee Domestic Violence*	2	20%	
4	Low-Income Households	3	30%	Maximum percentage of households w
Total		10	100%	

*Line Items 1, 2, and 3 are Qualifying Populations and aggregate percentage of units are equal to the required minimum of seventy percent (70%) of HOME-ARP Project units to be restricted for tenancy by Qualifying Populations.

HOME-ARP Project Example 2:

Line Number	Tenant Population Type	Quantity of Units	Percentage of Total Units	
1	Homeless*	50	50%	A Qualifying Population
2	At Risk of Homelessness*	10	10%	
3	Fleeing/Attempting to Flee Human Trafficking*	10	10%	
4	Market-Rate Rentals	30	30%	Maximum percentage of units
Total		100	100%	

*Line Items 1, 2, and 3 are Qualifying Populations and aggregate percentage of units are equal to the required minimum of seventy percent (70%) of HOME-ARP Project units to be restricted for tenancy by Qualifying Populations.

HOME-ARP Project Example 3:

Line Number	Tenant Population Type	Quantity of Units	Percentage of Total Units	
1	Homeless*	36	100%	A Qualifying Population
Total		36	100%	

*Line Item 1 is a Qualifying Population and percentage of units is greater than the required minimum of seventy percent (70%) of HOME-ARP Project units to be restricted for tenancy by Qualifying Populations.

HOME-ARP Project Example 4:

Line Number	Tenant Population Type	Quantity of Units	Percentage of Total Units	
1	Homeless*	76	40.4%	A Qual Popula
2	At Risk of Homelessness*	57	30.3%	
3	Low-Income Households	30	16%	Less than m low-inc
4	Market Rate Rentals	25	13.3%	Less than m
Total		188	100%	

*Line Items 1 and 2 are Qualifying Populations and aggregate percentage of units are greater than the required minimum of seventy percent (70%) of HOME-ARP Project units to be restricted for tenancy by Qualifying Populations.

^Aggregate percentage of low-income households who do not qualify as a Qualifying Population and other non- Qualifying Populations cannot exceed thirty percent (30%)."

2.16. Limiting/Reserving Tenancy to Qualifying Populations - Subpopulations

HOME-ARP Projects may be reserved for tenancy to a specific subpopulation of a Qualifying Population identified in Section

I. (SCOPE OF SERVICES), Subsection 13. (ELIGIBLE BENEFICIARIES), Subsection 13.1. (Qualifying Populations) of this RFP above, so long as any Awardee leasing activity does not discriminate against any protected class under federal nondiscrimination laws in 24 CFR 5.105 (e.g., tenancy may be limited to homeless households (described in Section I. (SCOPE OF SERVICES), Subsection 13. (ELIGIBLE BENEFICIARIES), Subsection 13.1. (Qualifying Populations), Paragraph 1. Above) and at risk of homelessness households (described in Section I. (SCOPE OF SERVICES), Subsection 13. (ELIGIBLE BENEFICIARIES), Subsection 13.1. (Qualifying Populations), Paragraph 2. Above).

Awardees may limit tenancy to or provide a preference for HOME-ARP Project(s) rental housing to households who need any of the specialized supportive services described in Section I. (SCOPE OF SERVICES), Subsection 13. (ELIGIBLE BENEFICIARIES) above (e.g., domestic violence services, persons with disabilities). However, no otherwise Qualified Population eligible individuals with disabilities or families including an individual with a disability may be excluded on the grounds that they do not have a "particular" disability.

Awardees must follow all applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in 24 CFR 5.105(a). This includes but is not limited to, the Fair Housing Act, Title VI of the Civil Rights Act, section 504 of Rehabilitation Act, HUD's Equal Access Rule, and the Americans with Disabilities Act, as applicable.

2.17. Rent Limitations

HOME-ARP Project(s) Units Restricted for Tenancy by Qualifying Populations: In no case shall the HOME-ARP Project(s) unit monthly rent exceed 30% of the adjusted monthly income of a household whose total annual income is equal to or less than fifty percent (50%) of the median income for the area, as determined by HUD, with adjustments for a number of HOME-ARP Project(s) Units

Restricted for Tenancy by Qualifying Populations: In no case shall the HOME-ARP Project(s) unit monthly rent exceed 30% of the adjusted monthly income of a household whose total annual income is equal to or less than fifty percent (50%) of the median income for the area, as determined by HUD, with adjustments for a number of

Notwithstanding the foregoing in the paragraph immediately above, a Qualifying Population that receives a Federal or state project-based rental subsidy and pays as a contribution to rent no more than thirty percent (30%) of the Qualifying Population's adjusted income, an Awardee may charge the Qualifying Population tenant the rent amount allowable under the Federal or state project-based rental subsidy program (i.e., the Qualifying Population rental contribution plus the rental subsidy allowable under the applicable Federal or state program). Notwithstanding the foregoing in paragraph immediately above, if a Qualifying Population receives tenant-based rental assistance, the rent amount chargeable by the Awardee to the Qualifying Population tenant shall be the rent amount permissible under the applicable rental assistance program (i.e., the tenant applicable rental contribution plus the rental subsidy allowable under the applicable rental assistance program). Units for Low-Income Households: HOME-ARP Project(s) rental units occupied by low-income households must comply with the rent limitations in 24 CFR 92.252(a) (i.e., the lesser of the fair market rent for existing housing for comparable units in the area, as established by HUD, and a monthly rent amount equal to thirty percent (30%) of the annual income of a family at sixty-five (65%) or below of the median income for the area, as determined by HUD, with adjustments for the number of bedrooms in the HOME-ARP Project(s) unit). Notwithstanding the immediately foregoing, when a low-income household receives a form of Federal tenant-based rental assistance (e.g., housing choice vouchers), the rent chargeable by an Awardee to a low-income household shall be the rent permissible under the applicable Federal rental assistance program (i.e., the tenant rental contribution plus the rent subsidy allowable under the Federal rental assistance program). The rent limits (as applicable) for HOME-ARP Project(s) units for low-income households shall include the rent plus the utility allowance established and published annually by HUD. HUD will publish the HOME-ARP Project(s) rent limits (with utility allowances) on an annual basis linked here <https://www.hudexchange.info/resource/6500/home-arp-rent-limits/>.

SRO Units:

If a HOME-ARP Project contains SRO unit(s) and such SRO unit(s) have both sanitary and food preparation facilities, the maximum HOME-ARP Project rent chargeable by an Awardee to a Qualifying Population or low-income household tenant for an SRO unit shall be based on the zero-bedroom (efficiency) fair market rent set forth by HUD. If a HOME-ARP Project SRO unit has only sanitary facilities (and no food preparation facilities), the maximum HOME-ARP Project rent chargeable by an Awardee to a Qualifying Population or low-income household tenant for an SRO unit shall be based on seventy-five percent (75%) of the zero-bedroom (efficiency) fair market rent set forth by HUD. The rent limits for HOME-ARP Project SRO(s) for Qualifying Population or low-income tenants shall include the rent plus the utility allowance established and published annually by HUD. HUD will publish the HOME-ARP Project(s) rent limits (with utility allowances) on an annual basis linked here <https://www.hudexchange.info/resource/6500/home-arp-rent-limits/>.

Changes In Qualifying Populations and Low-Income Household Tenant Income and Over-Income Tenant Households: A household that met the definition of one of the HOME-ARP Project Qualifying Populations and/or qualified as a low-income household at initial occupancy and whose annual income at the time of income recertification is now above fifty percent (50%) of median annual income for the area but at or below eighty percent (80%) of the median annual income for the area must pay the rent to the Awardee in accordance with the applicable rent rate in 24 CFR 92.252(a).

HOME-ARP Project units restricted for Qualifying Populations and/or low-income households continue to qualify as HOME- ARP rental housing despite temporary noncompliance caused by increases in the income of existing HOME-ARP Project household occupants if actions satisfactory to HUD are taken by the Awardee so that all vacancies are filled by the Awardee in accordance with HOME-ARP requirements until the noncompliance is corrected.

Qualifying Populations and/or low-income households that are not deemed low-income at the time of income recertification (i.e., whose income is above eighty percent (80%) of the median income for the area) must pay rent to the Awardee that complies with the over-income regulatory requirements in accordance with 24 CFR 92.252(i)(2), which includes requirements applicable to HOME-ARP Project units that also have LIHTC(s) restrictions.

Qualifying Populations and low-income households' income shall be re-certified by the Awardee in accordance with the time periods prescribed in the HUD requirements and 24 CFR.

In addition to the provisions set forth immediately above in this sub-paragraph, for changes in Qualifying Populations and/or low-income tenant households income (including Qualifying Populations and/or low-income tenant household incomes that exceed the designated income/low-income maximum thresholds set forth in the HUD Requirements and/or 24 CFR), the City reserves the right to exercise any other remedy as set forth in the HUD Requirements and/or 24 CFR.

2.18. HOME-ARP Project Referral Process and Wait List

Once all available HOME-ARP Project units restricted for tenancy by Qualifying Populations and low-income households are leased by Qualifying Population and low-income households, Awardee(s) shall maintain a waiting list for HOME-ARP Project units restricted to Qualifying Populations and low-income households. Qualifying Populations and low-income households shall be added by Awardee(s) to the HOME-ARP Project(s) unit waiting list in order of application receipt date, adjusted for any HOME-ARP Project-specific priorities (e.g., households containing an older/elder adult and/or person with disability if such HOME-ARP Project(s) targets older/elder adults and/or persons with disabilities)

2.19. Minimum Compliance Period

All HOME-ARP Project rental units must comply with the HOME-ARP rental requirements set forth herein during the supply, acquisition, rehabilitation, and/or construction phase and for a minimum of fifty (50) years from date HOME-ARP Project units are made available for occupancy, irrespective of the amount of HOME-ARP funds awarded by the City for an Awardee's HOME-ARP Project or the activity undertaken by an Awardee. If a rental assistance or Housing Assistance Payments ("HAP") contract is awarded by a third-party housing agency to an Awardee's HOME-ARP Project, the minimum compliance period shall be to the greater of fifty (50) years from date HOME-ARP Project units are made available for occupancy and the applicable term of the awarded HAP contract (including any renewal and/or extension periods).

HOME-ARP Project units funded hereunder must comply with the requirements of HUD Requirements throughout the minimum fifty (50)-year compliance period, including, but not be limited to:

1. HOME-ARP Project units restricted for Qualifying Populations must be occupied by households that met the definition of a Qualifying Population at the time of initial occupancy. The Qualifying Population household's contribution towards rent during this minimum compliance period must be affordable in accordance with section VI.B.14 of the HUD Requirements. The rent charged by the Awardee for these units must comply with the rent limitations established in the aforementioned HUD Requirements, including the rent provisions specified in 24 CFR 92.252(i)(2) for Qualifying Population households whose income increases above eighty percent (80%) of area median income and whose contribution to rent complies with the requirements in section VI.B.15 of the HUD Requirements.
2. HOME-ARP Project units available for low-income households must be solely occupied by households who met the applicable income requirements set forth herein at the time of initial occupancy. The rent charged by the Awardee for these units must comply with the rent limitations established in the HUD Requirements, including the rent provisions specified in 24 CFR 92.252(i)(2) for households whose income increases above eighty percent (80%) of the area median income.
3. HOME-ARP Project units must comply with the ongoing property condition standards of 24 CFR 92.251(f) throughout this minimum compliance period as demonstrated by an on-site inspection performed by the City within twelve (12) months of the HOME-ARP Project completion and an on-site inspection performed by the City at least once every three (1) years thereafter as required by 24 CFR 92.504. The Awardee shall make the HOME-ARP Project units available for the City's required on-site inspections at no cost to the City.
4. Each Qualifying Population and/or low-income household that occupies a HOME-ARP Project unit shall execute a lease with the Awardee that complies with the tenant protections required in section VI.B.19 of the HUD Requirements.

2.20. Acceptance of Housing Subsidy

Awardee(s) may not discriminate against potential tenants based on their source of income. Awardee(s) may not deny applicants on the sole basis of having a housing choice voucher or rental subsidy provided by a government and/or not-for-profit organization.

Awardee(s) are not required to accept tenants with such subsidies if they are not deemed a Qualifying Population, are not a low-income household, and/or do not meet any other tenancy requirements set forth herein.

2.21. Eligible Activities

HOME-ARP Project funds may be utilized by an Awardee to acquire, rehabilitate, and/or construct, affordable rental housing primarily for occupancy by households of individuals or families that meet the definition of one or more of the Qualifying Populations and other eligible beneficiaries described in Section I. (SCOPE OF SERVICES), Subsection 13. (ELIGIBLE BENEFICIARIES) above and as further described in Section I. (SCOPE OF SERVICES), Subsection 23. (ELIGIBLE COSTS) below. Unlike the regular HOME program, which targets HOME-assisted rental units based on tenant income, HOME-ARP targets households based only upon their status as a Qualifying Population or low-income household. The requirements for HOME-ARP Project(s) rental housing provide significant flexibilities to enable HOME-ARP Project rentals to remain financially viable and affordable for the Qualifying Populations and low-income households throughout the minimum compliance period described in Section I. (SCOPE OF SERVICES), Subsection 18. (MINIMUM COMPLIANCE PERIOD) above.

Developing financially feasible rental housing for Qualifying Populations and low-income households may be challenging for a proposer in the absence of rental assistance, as most HOME-assisted rental projects rely on tenant rents to cover all or a portion of the debt service and project operating costs. For the HOME-ARP Project(s) in this RFP, Qualifying Populations and low-income households may be unable to pay an amount of rent that covers allocated debt service or operating costs, which shall require the City to use other techniques to determine that HOME-ARP Project units are affordable and that HOME-ARP Projects are financially and operationally sustainable throughout the minimum compliance period described in Section I. (SCOPE OF SERVICES), Subsection 18. (MINIMUM COMPLIANCE PERIOD) above.

This HOME-ARP program suspends the maximum per unit subsidy limit for HOME-ARP Project units, enabling HOME-ARP Project funds to pay more towards the Awardee's entire cost to acquire, rehabilitate and/or construct the HOME-ARP Project rental units, reducing the need for HOME-ARP Project units to support additional debt from other lenders sourced by an Awardee. In mixed-income developments that contain HOME-ARP Project units, higher income-restricted units and/or market-rate units, revenue from market rate units and/or higher income-restricted units may also provide an internal subsidy to the Awardee to cover a portion of the operating costs of HOME-ARP Project units.

To alleviate Awardee financial restraints and to maintain affordability for Qualifying Populations and low-income households, HUD has used its HOME-ARP statutory authority to:

- Establish alternative rent requirements to 24 CFR 92.252(b) and extend an Awardee's ability to charge the maximum rent permissible under an applicable rental assistance program (for units occupied by recipients of tenant-based rental assistance (e.g., housing choice vouchers, HOME Tenant-Based Rental Assistance ("TBRA"), HOME-ARP TBRA)) as further described in Section I. (SCOPE OF SERVICES), Subsection 16. (RENT LIMITATIONS), Subsections entitled "HOME-ARP Project(s) Units Restricted for Tenancy by Qualifying Populations" and "Units for Low-Income Households" above (as applicable)".
- Establish a minimum compliance period of fifty (50) years for all HOME-ARP rental units irrespective of the amount of subsidy per HOME-ARP Project unit or whether the HOME-ARP Project units are supplied, acquired, rehabilitated, and/or newly constructed.
- Allow not more than thirty percent (30%) of the total number of HOME-ARP Project rental units assisted with HOME-ARP funds to be restricted to households that are low-income as defined in 24 CFR 92.2. HOME-ARP Project units reserved for low-income households may only be contained in HOME-ARP Projects containing HOME-ARP units restricted for Qualifying Populations. The HOME-ARP Project rental units occupied by low-income households must operate under the regulations applicable to HOME rental units set forth in 24 CFR 92.252 (i.e., be occupied by low-income households and bearing a rent not greater than the lesser of:

- The fair market rent for existing housing for comparable units in the area, as established by HUD, and
-
- A rent equal to thirty percent (30%) of the adjusted income of a family with annual income at sixty-five percent (65%) of median income for the area, as determined by HUD, with adjustments for the number of bedrooms in the unit).

2.22. Form of Assistance

The award document(s) resulting from this RFP shall provide a form of a loan for gap financing for the acquisition of eligible HOME-ARP Project property, acquisition and rehabilitation of sub-standard and/or non-eligible HOME-ARP Project property (to convert into eligible HOME-ARP Project property), rehabilitation of sub-standard and/or non-eligible HOME-ARP Project units a proposer already owns (to convert into eligible HOME-ARP Project property), and/or construction of new HOME-ARP Project units. The City's funding of the total HOME-ARP proposed project will not exceed 75%.

2.23. Minimum Funding Assistance

The minimum amount of HOME-ARP Project funds granted by the City to an Awardee for eligible costs as described in Section I. (SCOPE OF SERVICES), Subsection 23. (ELIGIBLE COSTS) for a HOME-ARP Project is \$1,000 times the number of HOME-ARP-assisted units in the HOME-ARP Project as established in 24 CFR 92.205(c).

2.24. Eligible Costs

HOME-ARP Project funds awarded under this RFP may be used to pay for the following eligible costs associated with the acquisition, development, and rehabilitation of HOME-ARP Project rental units:

1. Development hard costs as defined in 24 CFR 92.206(a).
2. Acquisition, including the costs of acquiring improved or unimproved real property. If awarded funds for acquisition, maximum amount cannot exceed the current appraised value of the property and related closing costs.
3. Related soft costs as defined in 24 CFR 92.206(d).
4. Costs relating to payment of construction loans – if the HOME-ARP Project funds are not used to directly pay a cost specified in this Subsection 23., but are used to pay off a construction loan, bridge financing loan, the payment for such loan is an eligible cost only if:
 - A. The loan was used for eligible costs specified in this Subsection 23., and
 - B. The HOME-ARP Project funds are part of the original financing for the HOME-ARP Project and the HOME- ARP Project meets the requirements of the HUD Requirements.

Awardee(s) shall not include any profit and/or cost mark-ups in any of the eligible costs enumerated immediately above. For the avoidance of doubt, an Awardee's profit and/or cost mark-ups shall not be funded under this HOME-ARP Project. The maximum amount of cost per HOME-ARP assisted unit is \$250,000.

2.25. Property Standards

HOME-ARP Project rental units must comply with all property standards applicable to rental projects required in 24 CFR 92.251 paragraphs (a) new construction, (b) rehabilitation projects, (c)(1) and (2) acquisition of standard housing, e) manufactured housing, and (f) on-going property condition standards.

2.26. Tenant Protections

Awardee(s) are required to execute a lease with each Qualifying Population and/or low-income household tenant in its HOME-ARP Project unit. Such executed lease shall comply with all applicable tenant protection requirements of the HUD Requirements and 24 CFR 92.253(a). The lease must be (a) between the Awardee and the Qualifying Population and/or low-income household, or (b) between the Awardee and a HOME-ARP Project Sponsor (as defined below in this Subsection 25. (TENANT PROTECTIONS)) with a sublease between the Qualifying Population and/or low-income household and the HOME-ARP Project Sponsor. A "HOME-ARP Project Sponsor" is a nonprofit organization that provides housing or supportive services to Qualifying Populations and/or low-income households and facilitates the leasing of a HOME-ARP Project rental unit to a Qualifying Population and/or low-income household. The City may permit

a HOME-ARP Project Sponsor to (i) lease an individual HOME-ARP Project rental unit from an Awardee or (ii) execute a master lease with the Awardee of a HOME- ARP Project for multiple HOME-ARP Project units restricted for occupancy by Qualifying Populations and/or low-income households. The HOME-ARP Project Sponsor may then sublease the HOME-ARP Project rental unit to the applicable Qualifying Population and/or low-income household. The sublease between the HOME-ARP Project Sponsor and the applicable Qualifying Population and/or low-income household must comply with the rent limitations and tenant protection requirements set forth herein, the HUD Requirements, and 24 CFR 92.253(a).

1. Prohibited Lease Terms: The lease between the low-income household, Qualifying Population, or HOME-ARP Project Sponsor and the Awardee and/or the sublease between the HOME-ARP Project Sponsor and a Qualifying Population or low-income household may not contain any of the prohibited lease terms specified in 24 CFR 92.253(b).
2. Termination of tenancy: An Awardee may not terminate the tenancy or refuse to renew the lease of a Qualifying Population or low-income household tenant of a HOME-ARP Project unit or a lease of a HOME-ARP Project Sponsor with a sublease with a Qualifying Population or low-income household except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local laws; or for other good cause as set forth in 24 CFR 92.253(b). Similarly, a HOME-ARP Project Sponsor may not terminate the tenancy or refuse to renew a sublease with a Qualifying Population or low-income household except for serious or repeated violation of the terms and conditions of the sublease; for violation of applicable Federal, State, or local laws; or for other good cause. An increase in the tenant's or sublessee's income does not constitute good cause.

The above tenant protections are necessary as HOME-ARP Project(s) requires the City to perform underwriting that reviews the operating feasibility of HOME-ARP Project units restricted to and occupied by qualifying households for the minimum compliance period set forth in Section I. (SCOPE OF SERVICES), Subsection 18. (MINIMUM COMPLIANCE PERIOD) above to determine how HOME-ARP Project funds may address the potential for Qualifying Populations or low-income households whom may have little to no income to contribute toward rent.

In the event an Awardee terminates or refuses to renew the tenancy for any Qualifying Population or low-income household tenant in a HOME-ARP Project unit in accordance with the provisions set forth herein, the Awardee must serve written notice upon the tenant (and the HOME-ARP Project Sponsor if the lease is between an Awardee and HOME-ARP Project Sponsor) at least thirty (30) days before the tenancy termination effective date, specifying the grounds for the action. In the event a HOME-ARP Project Sponsor terminates or refuses to renew tenancy of a Qualifying Population or low-income household tenant in a HOME-ARP Project unit in accordance with the provisions set forth herein, the HOME-ARP Project Sponsor must notify the City in writing thirty (30) days in advance of serving written notice to the Qualifying Population or low-income household and must serve written notice upon the Qualifying Population or low-income household at least thirty (30) days before the tenancy termination effective date, specifying the grounds for the action.

Upon the City's request, Awardee(s) shall provide the City copies of any Qualifying Population or low-income household lease fully executed between such applicable tenant and the Awardee during the minimum compliance period set forth in Section I. (SCOPE OF SERVICES), Subsection 18. (MINIMUM COMPLIANCE PERIOD) above (including any applicable lease renewal and/or extension periods), at no cost to the City. In the event a lease is between an Awardee and a HOME-ARP Project Sponsor, upon the City's request, Awardee(s) shall provide copies of any HOME-ARP Project Sponsor lease fully executed between such applicable HOME-ARP Project Sponsor and the Awardee during the minimum compliance period set forth in Section I. (SCOPE OF SERVICES), Subsection 18. (MINIMUM COMPLIANCE PERIOD) above (including any applicable lease renewal and/or extension periods) , at no cost to the City. The Awardee shall cause the HOME-ARP Project Sponsor to provide to the City copies of fully executed subleases between the HOME-ARP Project Sponsor and Qualifying Population or low-income household in accordance with the provisions of this paragraph.

2.27. Proposal Submittals

Proposers shall include the following information and applicable documentation in its proposal submittal response to this RFP as further described in Section II. (GENERAL CONDITIONS), Subsection 30. (CONTENT OF PROPOSALS) in the applicable tab in Subsection 30.2.

1. Proposer's Company History and Experience

- A. Detailed company profile and history;
- B. Parent company and/or affiliated entities (including sister companies and/or subsidiaries) information and its relationship to proposer (if applicable);
- C. Location of proposer's offices and/or facilities;
- D. Detailed experience performing similar services herein for other government agencies/non-profit organizations (proposers shall include, at a minimum, two (2) years of experience immediately prior to the opening date and time of this RFP):
 - i. Name of government agency/non-profit organization;
 - ii. Brief description of project and services (including experience screening prospective Qualifying Populations and low-income households for tenancy for federally and/or state funded programs);
 - iii. Project term length;
 - iv. Project award amount;
 - v. Project funding source type(s) and amount(s);
 - vi. Project location;
 - vii. Copies of award documents from government agency/non-profit organization (i.e., authorized purchase orders, fully executed contracts, signed award letters).
- E. Identify the number of low to moderate income households to be served by the proposer annually as per the following adjusted median incomes (AMI):
 - i. 0 – 30% AMI
 - ii. 31 – 50% AMI
 - iii. 51 – 80% AMI
- F. Additional proposer background information – please include applicable responses accordingly in proposal submittal. If "yes" is applicable to any of the below immediate questions, please ensure additional detail is included in the proposal submittal:
 - i. Has proposer and/or any of its affiliated entities ever filed for bankruptcy?
 - ii. Does proposer have any open judgements, liens, or pending lawsuits?
 - iii. Has proposer and/or any of its affiliated entities discontinued business operations with outstanding debts?

2. Proposer's Organizational Structure

- A. Executive Summary – shall include names, job titles, contact information, and years of experience leading similar services herein for of all proposer's C-Suite level and leadership roles;
- B. Quantity/size of proposer's current workforce (please include full-time and part-time employees)
 - i. Proposer organization chart (including job titles);
- C. Quantity of additional staff proposer requires to hire to fulfill the applicable services in its proposed HOME-ARP Project (please also include job titles);
- D. Key Personnel – shall include names, job titles, contact information, applicable licenses and certifications, and resumes of all proposer's staff assigned by proposer to manage the day-to-day operations of the HOME-ARP Project.

3. Proposer's HOME-ARP Project

A. Detailed information relating to proposers proposed HOME-ARP Project including, but not be limited to:

- i. Proposed HOME-ARP Project overview;
- ii. Proposed type and percentage of Qualifying Populations and low-income households targeted (percentages must adhere to the applicable percentages specified herein);
- iii. HOME-ARP Project location and address (including applicable census tract and block group data in the City of Tampa, Florida, and property location map to include site lines, current zoning requirements (and advise if proposed HOME-ARP Project does not conform to any current zoning requirements);
- iv. Proposed method of supply/development (i.e., acquisition of housing units, acquisition and rehabilitation of housing units, new construction);
- v. Current ownership status of proposed HOME-ARP Project property and site location;
- vi. HOME-ARP Project building and design plans (including any applicable photos, renderings, blueprints);
- vii. Number of HOME-ARP Project units;
- viii. Number of Qualifying Population and/or low-income households proposed Home-ARP Project units are intended to house;
- ix. Configuration and quantity of HOME-ARP Project units (i.e., SRO without food preparation facilities, SRO with food preparation facilities, 1 bedrooms, 2 bedrooms, 3 bedrooms);
- x. Detailed HOME-ARP Project completion timeline;
- xi. Construction and completion warranties
- xii. Planned ongoing marketing campaign and planned educational resources to deploy for housing opportunities for Qualifying Population and low-income households;
- xiii. Detailed screening procedures for Qualifying Population and low-income household tenancy;
- xiv. HOME-ARP Project emergency response procedures;
- xv. Intended utilization of any sub-contractors including, but not be limited to, general contractors, property management, and rental management. If available, please include fully executed copies of any sub-contractor agreements/contracts/notice of intents. Each proposer shall also provide any information requested in this Subsection 26.3. applicable to its sub-contractor intended to be utilized;
- xvi. Describe proposer's sub-contractor selection process;
- xvii. Percentage of units for non-Qualifying Populations and non low-income households.
- xviii. Documentation to substantiate proposer's/applicant's status of control/ownership of proposed HOME-ARP project site.

4. Proposer's Funding and Financials

- A. Total HOME-ARP Project budgeted cost - including itemization at the line-item level of all applicable necessary expenses (e.g., land/building acquisition cost, site preparation, rehabilitation costs, construction costs, development costs)
- B. HOME-ARP Project per unit cost
- C. Funding Sources (please ensure to include the applicable percentage amount of the total HOME-ARP Project budget cost such funding will cover):
 - i. Proposer's total required funding amount to be provided by the City in the award document resulting from this RFP (such funds shall be solely utilized for HOME-ARP Project units);

- ii. Proposer's total required funding amount sourced from other government agencies and/or non-profit organizations;
 - iii. Proposer's total required funding amount sourced from private organizations (e.g., banks, other mortgage lenders);
 - iv. Proposer's total amount of self-funded budgeted costs.
- D. In the event a proposer's HOME-ARP Project contains housing and/or other unit use types for non- Qualifying Populations or non-low-income households, such budgeted costs and funding shall be itemized separately from its cost/funding required for HOME-ARP Project units for Qualified Populations and low-income households;
 - E. Experience performing similar services herein for other government agencies and/or non-profit organizations where funding has been recaptured (if applicable);
 - F. Experience in generating financial reports, record keeping management, accounting system tools, financial controls, and independent audits for affordable rental housing units funded by federal and/or state funds.
 - G. How proposer plans to keep the HOME-ARP Project financially solvent to cover required operations and maintenance for the Term (as defined in Section II. (GENERAL CONDITIONS), Subsection 32. (ADDITIONAL CONTRACT TERMS), Subsection 32.2 (Contract Term) below).
 - H. Proposer's copies of independently audited financial statements for its past two (2) fiscal years. Such financials statements shall include, but not be limited to: balance sheets, income statements, statement of retained earnings, and a statement of cash flows. In the event independently audited financial statements are not readily available, proposers shall provide its copies of financial statements accompanied by a signed letter from its chief financial officer, on its company letterhead, attesting to the validity of the provided financial statements.

5. References

- A. Proposer's three (3) references for similar services herein provided to other government agencies and/or non-profit organizations. Such references shall include all applicable information described in Section I. (SCOPE OF SERVICES), Subsection 26.1. (Proposer's Company History and Experience)(d). Additionally, proposers shall provide contact information for such references including point of contact name, phone number and email address.

For the avoidance of doubt, this Subsection is not intended to be exhaustive, proposers shall be responsible to include any other necessary information in its proposal submittal to demonstrate its ability to the City to meet the specifications herein.

The City reserves the right to request a proposer to provide any additional information and/or documentation to substantiate any information submitted in its proposal.

3. GENERAL CONDITIONS

3.1. PROPOSAL DUE DATE

Sealed proposals will be received no later than the date and time indicated on page one of this document. Proposals will not be accepted after this time. All proposals shall be submitted through the OpenGov eProcurement Portal (electronically). File name should not have special characters. Proposer must wait for confirmation of successful upload.

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

The City is not responsible for errors and omissions occurring in the transmission or downloading of any solicitation documents, plans, or specifications from the OpenGov eProcurement Portal. OpenGov has no affiliation with the City of Tampa other than as a service that facilitates communication and proposal submittals between the City and its vendors. OpenGov is an independent entity and is not an

agent or representative of the City. Communications to OpenGov does not constitute communications to the City. Contact OpenGov at procurement-support@opengov.com for more information.

3.2. ADDENDUM AND AMENDMENT TO RFP

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

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

3.3. ERRORS AND OMISSIONS

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

3.4. FLORIDA PUBLIC RECORDS LAW

In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Proposers should be aware that the Proposal and the responses thereto are in the public domain and are available for public inspection and copying. Proposer is required to acknowledge whether or not they are asserting that certain information in its proposal is confidential and/or proprietary and/or exempt from public disclosure. If the Proposer is asserting that certain information in its Proposal is confidential and/or proprietary and/or exempt from public disclosure, then the Proposer is required to do the following:

1. Identify, with specificity, the information which the Proposer asserts is confidential and/or proprietary and/or exempt from public disclosure,
2. Place such information in a separate file labeled "REDACTED, EXEMPT FROM PUBLIC DISCLOSURE" this uploaded document must be separate from the Proposer's other Proposal documents,
3. Specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed within the redacted file. The "REDACTED" file that contains the Proposer's confidential/proprietary/exempt information must be submitted with the Proposer's other Proposal documents. Proposer is advised that failure to follow the aforementioned instructions may result in Proposer's alleged confidential/proprietary/exempt information being disclosed to the public. This will be the Proposer's "REDACTED" copy. All submittals received in response to this Proposal will become the property of the City of Tampa and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.*

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

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

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.

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.
3. The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, Successful Proposer agrees to comply with Florida's Public Records Law, including the following:
 - A. Successful Proposer shall keep and maintain public records required by the City to perform the services;
 - B. Upon request from the City, Successful Proposer shall provide the City with copies of the requested records, having redacted records in total or in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the City) on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - C. 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;
 - D. Upon completion (or earlier termination) of the award, Successful Proposer shall within 30 days after such event either transfer to the City, at no cost, all public records in possession of the Successful Proposer or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Successful Proposer transfers all public records to the City upon completion (or earlier termination) of the award, Successful Proposer shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If Successful Proposer keeps and maintains public records upon completion (or earlier termination) of the award, Successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
 - E. The failure of Successful Proposer to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above shall be grounds for immediate unilateral termination of the contract by the City; the City shall also have the option to withhold compensation due Successful Proposer until records are received as provided herein.
 - F. **IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AWARD, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813/274-8351, AND MAILING ADDRESS OF PURCHASING DEPARTMENT, HANNA CITY CENTER BUILDING, 2ND FLOOR, 2555 E. HANNA AVE, TAMPA, FL 33610.**

Note: Acknowledgement of the Florida Public Records Law must be submitted with the proposal, under [PROPOSER'S QUESTIONNAIRE, FORMS, AND ACKNOWLEDGEMENTS/CONDITIONS](#).

3.5. CITY OF TAMPA ETHICS CODE

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

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

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

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

3.6. WARRANTIES AND GUARANTEE

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

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

3.7. COPYRIGHTS AND PATENT RIGHTS

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

3.8. PROCUREMENT PROTEST PROCEDURES

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

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

3.9. WMBE PARTICIPATION

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

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

3.10. SLBE PARTICIPATION

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

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

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

3.11. INCURRED EXPENSES

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

3.12. PROPOSAL BINDINGS

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

3.13. NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT

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

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

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

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

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

3.14. PROPOSER'S CRIMINAL HISTORY SCREENING PRACTICES

Per City of Tampa Code of Ordinances, Section 2-284, Proposer is requested to provide information as to whether Proposer has criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. For Procurement of \$100,000 or more, If the Proposer voluntarily agrees to comply with the City's criminal screening practices as provided in Chapter 12, Article IV of the City Code, Proposer will be awarded an **additional 5-points** as part of the evaluation of its proposal if Proposer submits notarized documentation with its proposal, and an assurance of compliance with Section 2-284 if awarded the contract ("Ban the Box Requirements"). The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link https://library.municode.com/fl/tampa/ordinances/code_of_ordinances?nodeId=1171018

3.15. EQUAL OPPORTUNITY

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

3.16. 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 courts located in Hillsborough County, Florida.

3.17. COMPLIANCE WITH LAWS

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

3.18. FORCE MAJEURE

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

3.19. SURVIVAL

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

3.20. CONFLICT OF INTEREST

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

Any such interests on the part of the Successful Proposer or their employees, must be disclosed in writing to the City in the [PROPOSER'S QUESTIONNAIRE, FORMS, AND ACKNOWLEDGEMENTS](#) Section. Also, the Successful Proposer is aware of the conflict-of-interest laws of the State of Florida and the City of Tampa and agrees that they shall fully comply in all respects with the terms of said laws.

3.21. AUDIT RIGHTS

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

3.22. 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, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List created pursuant to section 215.473, Florida Statutes or are engaged in business operations in Cuba or Syria.

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

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

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

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

3.23. DATA COLLECTION

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

3.24. INDEMNIFICATION

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

1. The monetary value of this contract,
2. The coverage amount of Commercial general liability insurance required under the contract, or
3. \$1 Million Dollars.

Otherwise, the obligations under this section. will not be limited by the amount of any insurance required to be obtained or maintained under this contract. Firm's duties to defend and indemnify pursuant to this section shall survive the early termination or expiration of the contract and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law. Nothing in this section or in the contract shall be construed as a waiver of any immunity from or limitation of liability the City, its officers, agents, and employees may have under the doctrine of sovereign immunity under common law or statute.

3.25. CONTRACTOR BACKGROUND CHECKS

When assigning employees to work on City property, the Successful Proposer shall check the backgrounds of each employee and notify the City's Employment Services Manager prior to assignment if candidates fall into one or more of the following categories:

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

3.26. EMPLOYEE VERIFICATION

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

3.27. RESPONSIBLE VENDOR DETERMINATIONS

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

3.28. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

1. To ensure fair consideration for all Proposers, the City prohibits prospective Proposers' communication with any department or employee during the submission process. Questions relative to the interpretation of the Scope of Services or the proposal process shall be addressed to the City during the pre-proposal conference, or questions can be submitted via the OpenGov eProcurement Portal up to ten days prior to the RFP opening date and time.
2. **Communication Policy.** During any solicitation period including any protest and/or appeal, no contact with City officials or employees, other than with the Analyst, the Director of Purchasing or the Legal Department, is permitted from any proposer. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

3.29. EVALUATION OF PROPOSALS

1. The City will not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget constraints, time constraints or other factors as directed by the City. However, it is anticipated that the review/evaluation process will be completed in a timely manner. A Proposal Evaluation Committee will be established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP. The contract will be awarded to the most qualified Successful Proposer per the evaluation criteria listed in the Section Titled [EVALUATION](#).
2. **Application of WMBE and SLBE Evaluation Points.** During the evaluation of proposals for WMBE and SLBE participation, the Equal Business Opportunity (EBO) Office will be responsible for assigning the points under these criteria. Points are determined per MBD Form 71 (EBO Guidelines for Evaluation Points on Request for Proposals) which is attached to this RFP document.

3. Proposals will be evaluated and rated based on the criteria stated in this RFP, including but not limited to the following:
 - A. Responsiveness of the Proposal to the scope of work.
 - B. Ability, capacity, and skill of the Proposer to perform the scope of work.
 - C. Experience of the business and individual members of the business in accomplishing similar services.
 - D. Responses of the client references.
 - E. Such other information that may be required or secured.
4. **SHORT- LISTING**

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

If requested, Proposers may be required to participate in on-site interviews and conduct demonstrations to the City's Evaluation Committee and other City representatives, in order to clarify the proposal submitted and present the Proposer's proposed solution. Additionally, the Proposer's key personnel may be required to be in attendance during this process. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as its qualifications to furnish the specified products and services. The interviews and demonstrations will be scored by the Evaluation Committee.

Notwithstanding the possibility of a request for an on-site interview and demonstrations, Proposers shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation. Any costs incurred for the interviews and the oral demonstrations are the responsibility of the Proposer.
6. The City reserves the following rights to:
 - A. Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all Proposers prior to selection; and make investigations of the qualifications of Proposers as it deems appropriate, including, but not limited to, a background investigation conducted by the Tampa Police Department or any other law enforcement agency.
 - B. Request that Proposer(s) modify its proposal to meet the needs of the City more fully, including Best and Final Offer(s) (BAFO), or to furnish additional information as the City may reasonably require.
 - C. 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.
 - D. Negotiate any modifications to a proposal that it deems acceptable, waive minor irregularities in the procedures, and reject any and all proposals.
 - E. Process the selection of the successful Proposer without further discussion.
 - F. Waive any irregularity in any proposal, or reject any and all proposals, should it be deemed in its best interest to do so. The City shall be the sole judge of Proposers' qualifications and reserves the right to verify all information submitted by the Proposers. The proposal selected will be that proposal which is judged to be the most beneficial to the City.
7. **Financial Statements.** The City Representative reserves the right to request that Proposers submit their annual financial statements for the last three fiscal years, including company financial statement summaries, certified by a Certified Public Accountant. If the organization has been in business for a period of less than three years, Proposers may be required to submit a detailed business plan in addition to any pertinent information that would allow the City to evaluate the sufficiency of financial resources and the ability of the business to successfully perform the services enumerated in the contract. Unless otherwise stated, such requests would be made after the submission of the proposals and prior to award of a contract.

3.30. BASIS OF AWARD

The City intends to award contracts to multiple proposers. Awards will be made to the most responsible and responsive proposers whose proposals best meet the City's needs.

OFFICIAL AWARD WILL BE MADE BY CITY OF TAMPA PURCHASE ORDER ONLY.

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

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

3.31. CONTRACT TERM

The period of the contract shall be for two (2) years from the effective date of the award. There will not be any options to renew.

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

3.32. 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.

3.33. CONTRACT TERMINIATION

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.

3.34. 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.

3.35. PROPOSAL PRICES

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

All taxes of any kind and character payable on account of the work done and materials furnished under the contract shall be paid by the Successful Proposer and shall be deemed to be included in the proposal. The laws of the State of Florida provide that sales tax and use taxes are payable by the Successful Proposer upon the tangible personal property incorporated in the work and such taxes shall be paid by the Successful Proposer and shall be deemed to have been included in the proposal. The City is exempt from all State and Federal sales, use and transportation taxes.

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

3.36. GOVERNMENT PURCHASING COUNCIL

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

A list of the members of the GPC is contained within this solicitation document.

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

	GPC LISTING	
City of Plant City Purchasing Manager Drawer C Plant City, FL 33563 813-659-4270 - Telephone 813-659-4216 - Fax	Hillsborough Community College 39 Columbia Drive Tampa, FL 33606 813-253-7060 – Telephone 813-253-7561 – Fax	Tampa Sports Authority 4201 N. Dale Mabry Highway Tampa, FL 33607 813-673-4300 – Telephone 813-673-4312 – Fax
City of Temple Terrace P.O. Box 16930 Temple Terrace, FL 33687 813-506-6420 – Telephone 813-989-7185 – Fax	Hillsborough County Board of County Commissioners 601 E. Kennedy Blvd., 25th Floor Tampa, FL 33601 Phone: (813) 272-5790 FAX: (813) 272-6290 procurementservices@hillsboroughcounty.org	Tax Collector 601 E. Kennedy Blvd., 14th Floor Tampa, FL 33602 Phone: (813) 307-6222 FAX: (813) 307-6521 www.hillstax.org
Clerk of Circuit Court 601 E. Kennedy Blvd.-13th Floor P.O. Box 1110 Tampa, FL 33601 Phone: (813) 276-8100 Ext.7721 FAX: (813) 272-5521 www.hillsclerk.com	Hillsborough Co. Sheriff's Office P.O. Box 3371 Tampa, FL 33601 813-247-8032 – Telephone 813-242-1825 – Fax	The Children's Board of Hills. County 1002 E. Palm Avenue Tampa, FL 33605 Phone: (813) 229-2884 FAX: (813) 228-8122 www.childrensboard.org

Tampa-Hillsborough County Expressway Authority 1104 East Twiggs St. Suite #300 Tampa, Florida 33602 813-272-6740 – Telephone 813-276-2492 – Fax	State Attorney's Office 800 E. Kennedy Blvd., 5 th Floor Tampa, FL 33602 813-272-5400 – Telephone 813-272-7014 – Fax	University of South Florida Purchasing Services 4202 E Fowler Ave SVC-1072 Tampa, FL 33620 813-971-3340 – Telephone
Hillsborough Area Regional Transit Authority 4305 E. 21 st Street Tampa, FL 33605 813-623-5835 – Telephone 813-664-1119 – Fax	Tampa Port Authority P.O. Box 2192 Tampa, FL 33601 813-905-5164 – Telephone 813-905-5109 – Fax	Property Appraiser 601 E. Kennedy Blvd., 16th Floor Tampa, FL 33602 Phone: (813) 272-6100 FAX: (813) 272-5519 www.hcpafl.org
Hillsborough Co. Aviation Authority P. O. Box 22287 Tampa International Airport Tampa, FL 33622-2287 Phone: (813) 870-8730 FAX: (813) 875-6670 www.tampaairport.com	Supervisor of Elections 601 E. Kennedy Blvd., 16th Floor Tampa, FL 33602 Phone: (813) 276-8274 FAX: (813) 272-7043 www.votehillsborough.org	Tampa Palms Community Dev. Dist. 16311 Tampa Palms Blvd W Tampa, FL 33647 Phone: (813) 977-3933 Fax: (813) 977-6571 www.tpoa.net
Hillsborough County School Board P. O. Box 3408 Tampa, FL 33601-3408 Phone: (813) 272-4329 FAX: (813) 272-4007 www.sdhc.k12.fl.us	City of Tampa Housing Auth. 1514 Union Street Tampa, FL 33607 813-253-0551 – Telephone 813-4522 – Fax	

3.37. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

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

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

3.38. 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.

3.39. PAYMENT

Full payment will be made by the City after receipt and acceptance of materials/services and proper invoice in accordance with Florida Statutes § 218.70, et. seq., the Florida's Local Government Prompt Payment Act. Proposers that accept Visa/Mastercard payments can be enrolled in the City's ePayments program for faster payment turnaround, by contacting the City's Accounts Payable Department at acctspayable@tampagov.net.

3.40. MINIMUM WAGE AMENDMENT

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

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

3.41. CONTRACT CHANGES

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

3.42. INVOICING

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

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

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

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

3.43. ASSIGNMENT

To the extent permitted by applicable law, this contract, and all rights or obligations hereunder, is not assignable, in whole or in part, by operation of law, acquisition of assets, merger, consolidation, dissolution or otherwise without the advance written approval of the other party to this contract. Any attempted assignment of this contract by a party without the advance written approval of the other party shall be invalid and unenforceable against the other party. Any approved assignment of this contract by the Successful Proposer will not relieve the Successful Proposer from the performance of its duties, covenants, agreements, obligations, and undertakings under this contract, unless the assignment expressly provides otherwise. No assignment by the Successful Proposer shall be effective unless the assignee confirms in writing to the City that the assignee accepts and shall comply with all of the duties, responsibilities, and

obligations of the Successful Proposer. Notwithstanding the foregoing, the City may assign its rights under this contract (without the Successful Proposer's consent or approval) to a governmental successor of the City. An assignment by the City of its rights under this contract to a governmental successor of the City will relieve the City from the performance of its duties, covenants, agreements, and obligations under this contract after the effective date of the assignment. However, the City shall continue to be liable for the obligations it incurred under this contract prior to the effective date of the assignment. Action by the City in awarding a proposal to a proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this contract.

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

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

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

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

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

3.44. DEFAULT/RE-AWARD

Any contract resulting from this specification may be cancelled by the Director of Purchasing in whole or in part by written notice of default to the Successful Proposer upon non-performance or violation of contract terms, including the failure of the Successful Proposer to deliver materials or services within the time stipulated in this specification, unless extended in writing by the Director of Purchasing. In the event a contract is cancelled because of the default of the Successful Proposer, the Director of Purchasing may:

1. purchase the materials or services specified in this specification on the open market; or
2. make an award to the next best Proposer and establish the period of such contract, provided such period is no longer than the contract period set forth in this specification.

3.45. 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)

3.46. NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT

The following provisions are hereby incorporated into any contract executed by or on behalf of the City of Tampa. The Successful Proposer shall comply with the following Statement of Assurance:

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

Successful Proposer understands and agrees that this contract is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered a material breach of this contract. Furthermore, the Successful Proposer herein

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

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

Per City of Tampa Code of Ordinances, Section 2-284, Bidder(s) are requested to provide information as to whether Proposer(s) has criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link https://www.municode.com/library/fl/tampa/codes/code_of_ordinances.

3.47. FEDERAL REQUIREMENTS

The parties acknowledge and agree that the following Federal Regulations, including but not limited to 2 CFR § 200.326 and 2 CFR Part 200, Appendix II, the following Required Contract Clauses are hereby incorporated into and made part of the solicitation to which Contractor agrees to comply if applicable to Contractor under this Contract:

1. **DRUG FREE WORKPLACE REQUIREMENTS**

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D) All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements in accordance with the Drug Free Workplace Act of 1988.

2. **EQUAL EMPLOYMENT OPPORTUNITY**

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

3. **DAVIS-BACON ACT**

If applicable to this contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractor is 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, Contractor must be required to pay wages not less than once a week. If the grant Contract contains Davis Bacon provisions, a copy of the current prevailing wage determination issued by the Department of Labor will be attached and incorporated into and made part of this Agreement upon CITY's provision of a Notice to Proceed.

4. **COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT**

- A. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.

- B. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for disbarment as a Contractor and subcontractor as provided in 29 CFR § 5.12.

5. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT(40 U.S.C. 3701–3708)**

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in 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 is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek 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 workweek. 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.

Compliance with the Contract Work Hours and Safety Standards Act:

- A. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- C. Withholding for unpaid wages and liquidated damages. The City of Tampa shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

6. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

Clean Air Act

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- B. The Contractor agrees to report each violation to the CITY and Contractor understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Regional Office of the Environmental Protection Agency.
- C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- D. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- E. The Contractor agrees to report each violation to the CITY and Contractor understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Regional Office of the Environmental Protection Agency.
- F. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. SUSPENSION AND DEBARMENT

- A. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- B. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to THE city, the State of Florida and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C throughout the period of the contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- E. Consultant certifies it is not so listed as excluded or disqualified from contracting and shall confirm same for every subcontractor receiving any payment in whole or in part from federal funds.

8. SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT - PROCUREMENT OF RECOVERED MATERIALS

Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act which pertains to procuring only items designated in the 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 \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000.00; procuring solid waste management services in a manner that maximizes energy resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guidelinecpg-program>.

9. ACCESS TO RECORDS

Access to Records. The following access to records requirements apply to this contract:

- A. The Contractor agrees to provide the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

10. DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

11. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

14. CONFLICT OF INTEREST

The Contractor must disclose in writing any potential conflict of interest to the CITY or pass-through entity in accordance with applicable Federal policy.

15. MANDATORY DISCLOSURES

The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

16. UTILIZATION OF MINORITY AND WOMEN FIRMS (M/WBE)

The Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contractor has documented efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submitted this information with Contractor's proposal made part of the Agreement.

17. BYRD ANTI-LOBBYING AMENDMENT

- A. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
Contractors who 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 who in turn will forward the certification(s) to the awarding agency.
- B. Required Certification. Contractors must sign and submit the following certification: Appendix A

4. INSURANCE REQUIREMENTS

4.1. Insurance Requirements

This award is subject to the following and incorporated CITY OF TAMPA INSURANCE REQUIREMENTS included below which should be reviewed for complete insurance details and coverage requirements.

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

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 is included in this document, 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)

4.2. 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).

4.3. 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).

4.4. 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.

4.5. 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.

4.6. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPrL)/ Medical Malpractice Insurance

where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least \$1,000,000; deletion of design/ build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same

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

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

ADDITIONAL INSURED - City, its elected officials, departments, officers, officials, and employees shall be covered as additional insureds on all liability coverage (e.g., CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 10 20, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 if later revisions used).

CANCELLATION/NON-RENEWAL – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the following: (1) Purchasing Department, 2555 E Hanna Ave, Tampa, FL 33610 (2) Other: City of Tampa Insurance Compliance c/o Ebix BPO, PO Box 100085- ZS, Duluth, GA 30096

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

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

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

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

PRIMARY POLICIES - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, and employees. Any insurance or self-

insurance maintained by the City, its elected officials, departments, officers, and employees shall be excess of the Firm's insurance and shall not contribute with it.

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

WAIVER OF SUBROGATION – With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

5. CONTENT OF PROPOSALS

5.1. PROPOSER RESPONSIBILITY

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

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

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

If Proposer is declaring any portion of the proposal is Confidential and/or Proprietary a copy of proposal marked "REDACTED" should also be provided to the City with the original following the instructions stated under [GENERAL CONDITIONS](#).

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the following manner and identified as requested below:

5.2. CONTENT

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

IN OPENGOV, THE FOLLOWING ITEMS SHALL BE UPLOADED INTO THE [PROPOSER'S QUESTIONNAIRE, FORMS, AND ACKNOWLEDGEMENTS](#) SECTION:

PROPONENT'S RESPONSE

- **Title Page.** Type the name of Proposer's firm, address, telephone number, name of contact person, email address, date, and the title of the RFP.
- **Table of Contents.** Include a clear identification of the written material by section and by page number.
- **Response to Proposal.** Specifically state the Proposer's understanding of the work to be accomplished and make a positive commitment to perform the work in [SCOPE OF SERVICES](#).

- **Section "Scope of Services".** Include all the requirements and/or documentation requested under [SCOPE OF SERVICES](#)—section 2.27.
- **References.** Include a reference list of at least three clients to whom the Proposer has provided services similar to those being proposed to the City. This list will include the following information:

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

- **General Statement of Experience.** Include a written, verifiable statement of experience in providing and managing similar services. If the Proposer does not possess any experience similar to the services required, Proposer shall provide any pertinent information or experience Proposer feels may qualify Proposer for consideration of award.
- **Operational Plan.** Include a narrative description and/or organizational chart outlining the methods of operation, operational structure, and services to be provided by the Proposer. This description should fully and completely demonstrate the Proposer's intended methods for servicing the requirements. Proposers are also encouraged to provide any other pertinent information that will assist the City in evaluating the proposed method of operation.
- **Contract Termination for Default.** Has the Proposer's company had a contract terminated for default in the last five years? Termination for default is defined as notice to stop performance which was delivered to the Proposer due to the Proposer's non-performance or poor performance and the issue of performance was either not litigated due to inaction on the part of the Proposer; or litigated and determined that the Proposer was in default.

If the 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 Representative will evaluate the facts and may, at its sole discretion, reject the RFP on the grounds of its past experience.

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

If an action has been filed, state and describe the litigation or lawsuit filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or lawsuit has been filed against the company, provide a statement to that effect.

5.3. REQUIRED FORMS

IN OPENGOV, THE FOLLOWING FORMS SHOULD BE COMPLETED AND UPLOADED INTO THE [PROPOSER'S QUESTIONNAIRE, FORMS, AND ACKNOWLEDGEMENTS](#) SECTION IN THEIR RESPECTIVE TABS:

- **Proposer's Affidavit Form** Complete, submit and have notarized the Proposer's Affirmation form provided. This form must be signed by an authorized representative of the firm.
- **Affidavit of Compliance Form** Complete, submit and have notarized the Affidavit of Compliance with Foreign Countries of Concern Pursuant to Section 287.138, Florida Statutes (2023) form provided in the RFP Package. This form must be signed by an authorized representative of the firm.
- **Sub-Contracting Submittals.** No Successful Proposer shall assign the contract or any rights or obligations thereunder without the written consent of the City.

The Successful Proposer shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless prior written consent to subcontract a greater percentage of the work first obtained by the City. In the event of such approved subcontracting, the Successful Proposer agrees to provide the City with written

documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:

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

These forms must be completed (including signatures) and submitted with all proposals. Submittals that do not contain these completed forms shall be deemed "non-responsive". Instructions on completing the forms are included after each form in this RFP package. Subcontractor shall be defined as a business enterprise, firm, partnership, corporation, consultant, or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

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

- **Proposer's Criminal History Screening Practices** Include documentation as referenced.
- **Any additional forms requested within the RFP or included in the [PROPOSER'S QUESTIONNAIRE, FORMS, AND ACKNOWLEDGEMENTS](#) Section.**

5.4. REQUIRED CERTIFICATIONS

IN OPENGOV, THE FOLLOWING CERTIFICATIONS/ACKNOWLEDGEMENTS AND REQUIRED DOCUMENTATION WILL BE REQUIRED IN THE [PROPOSER'S QUESTIONNAIRE, FORMS, AND ACKNOWLEDGEMENTS](#) SECTION:

- **Conflict of Interest(s)** Certification of no Conflicts of Interest, or listing of any perceived or known Conflict(s) of Interest.
- **Florida Public Records Law** Certification acknowledgement of the Florida Public Records Law requirements from [GENERAL CONDITIONS](#) Section and upload of a redacted copy if seeking exemptions.
- **Proponent's Certification to Bind Statement**
- Any other certification requested in the RFP or included in the [PROPOSER'S QUESTIONNAIRE, FORMS, AND ACKNOWLEDGEMENTS](#) Section.

5.5. COMPENSATION

Upload an all-inclusive cost statement in the [PROPOSER'S QUESTIONNAIRE, FORMS, AND ACKNOWLEDGEMENTS](#). Provide a detailed cost statement for providing the services indicated in the [SCOPE OF SERVICES](#) Section. Itemize fees, expenses, and any optional costs separately.

6. EVALUATION

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	HOME-ARP PROJECT PLAN Proposer's overall approach and methodology to supply, operate, and manage affordable housing units pursuant to The City of Tampa's Consolidated Plan.	Points Based	25 (25% of Total)
2.	BUDGET Proposer's detailed budgeted costs and income projection plan (proforma) for its proposed HOME-ARP Project and affordable housing units.	Points Based	15 (15% of Total)

3.	QUALIFICATIONS AND EXPERIENCE DEVELOPING HOME-ARP PROJECTS Proposer's demonstrated qualifications and experience successfully supplying, completing, operating and managing federally funded affordable housing rental Projects as set forth herein.	Points Based	20 <i>(20% of Total)</i>
4.	HOME-ARP PROJECT SCHEDULE Proposer's HOME-ARP Project supply, completion, and ready for occupancy schedule.	Points Based	20 <i>(20% of Total)</i>
5.	HOME-ARP PROJECT DESIGN AND SITE LOCATION Proposer's affordable housing units green building design and site location near transit.	Points Based	10 <i>(10% of Total)</i>
6.	QUALIFYING POPULATIONS PREFERENCE As set forth in Section I. (SCOPE OF SERVICES), Subsection 14. (QUALIFYING POPULATIONS PREFERENCE), proposer's HOME-ARP Projects that propose to restrict at least thirty percent (30%) of rental housing for Qualifying Populations for Homeless Individuals/Households described in Section I. (SCOPE OF SERVICES), Subsection 13.1. (Qualifying Populations), Paragraph 1. (Homeless) shall be eligible to receive ten (10) preference points.	Points Based	10 <i>(10% of Total)</i>

7. PROPOSER'S QUESTIONNAIRE, FORMS, AND ACKNOWLEDGEMENTS

1. Authorized Representative's Information*

Please include the following information regarding your Authorized Representative:

- Name
- Title
- Mailing Address
- Telephone Number
- Email Address

*Response required

2. Type of Organization*

How is your business organized?

- ☐ Individual
- ☐ Small Business

☐ Non-Profit

☐ LLC

☐ Partnership

☐ Corporation

☐ Joint Venture

*Response required

3. Business License*

Is your business licensed (unless exempt by applicable law), permitted and certified to do business in the State of Florida?

☐ Yes

☐ No

*Response required

When equals "Yes"

3.1. License Number*

Enter your Florida Business License Number here.

*Response required

When equals "Yes"

3.2. Please provide your name as listed with Sunbiz.*

*Response required

4. Public Record Declaration or Claim of Exemption*

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

Do you claim any exemptions from the public records laws?

☐ Yes

☐ No

*Response required

When equals "Yes"

4.1. Exemption from Public Records Law and Agreement to Indemnify and Defend the City of Tampa*

Upload a redacted copy of your submittal.

By claiming that parts of the proposal are exempt from the public records law, and uploading a redacted copy, the Proposer agrees to protect, defend, indemnify, and hold the City of Tampa, its officers, employees, and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the proposal. The 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.

*Response required

5. Conflict(s) of Interest*

For purposes of determining any possible conflict of interest, all Proposers, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member* or close personal relation** of an elected or appointed

officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest***, etc., of their business.

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

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

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

Do you need to disclose any Conflicts of Interest?

☐ Yes

☐ No

*Response required

When equals "Yes"

5.1. Conflict(s) of Interest*

List the name(s) of the City employee, elected or appointed official, and the position(s) with your business

*Response required

6. Response to Proposal*

Specifically state the Proposer's understanding of the work to be accomplished and make a positive commitment to perform the work in SCOPE OF SERVICES.

*Response required

7. Price Proposal*

Please download the below documents, complete, and upload.

- [Cost Proposal Place Holder ...](#)

*Response required

8. Sub-Contracting Submittals*

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

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

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

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

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

Please download the below documents, complete, and upload.

- [FORMS MBD-10, MBD-20.pdf](#)

*Response required

9. Sub-Contractors*

Will you be using Sub-Contractors?

☐ Yes

☐ No

*Response required

When equals "Yes"

9.1. I will send MBD-40 within 10 days of the bid opening.*

The bid opening is Monday, June 2, 2025. This form is due to Arian Cora(arian.cora@tampagov.net) within 10 days of opening date if you are going to utilize sub-contractors under this award. See attachments for MBD-40 form.

☐ Please confirm

*Response required

10. PROPOSER'S AFFIDAVIT*

Please download the below documents, complete, and upload.

- [Proposer's Affidavit.pdf](#)

*Response required

11. AFFIDAVIT OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES, CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME) PURSUANT TO SECTION 287.133, FLORIDA STATUTES, PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES, PROHIBITION AGAINST HUMAN TRAFFICKING PURSUANT TO SECTION 787.06, FLORIDA STATUTES, AND COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES

Please download the below documents, sign, notarize and upload.

- [AFFIDAVIT OF COMPLIANCE.pdf](#)

12. Proposal Confirmation*

By clicking Confirm below, 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 "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.**

☐ Please confirm

*Response required

13. Coercion for Labor or Services Attestation Pursuant to Section 787.06, Florida Statutes (2024)*

Pursuant to Section 787.06(13), F.S., this question must be acknowledged by an officer or representative of a nongovernmental entity when a contract is executed, renewed, or extended between the nongovernmental entity and a governmental entity.

The Proposer confirms that they do not use coercion for labor or services as defined in Section 787.06, F.S. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

☐ Please confirm

*Response required

14. Criminal History Screening Practices*

Are you applying for an applicable discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices?

Please review the following and answer the questions accordingly.

The Bidder hereby declines any discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices.

The Bidder hereby declines any discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices; however, Bidder has Criminal History Screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances.

The Bidder hereby applies for applicable discount or incentive related to Notarized past employment analysis that includes the number of disadvantaged workers the bidder has hired in the past, or, if the bidder has never hired a disadvantaged worker, an explanation that the bidder made a good faith effort to hire a disadvantaged worker: and,

- An estimate of the number of disadvantaged workers that the bidder has hired or plans to hire if the bidder is awarded the project; and,
- Evidence that the bidder's recruitment literature and employment policy does not include language that is disadvantageous to a disadvantaged worker.
- Identify potential job opportunities under the project that may be available for disadvantaged workers if the City awards the Bidder the project; and,
- Agrees to consider for job placement at least one otherwise qualified disadvantaged worker, to the extent a job opportunity is available, if and after the Bidder is awarded the project; or
- Currently employs a percentage of disadvantaged workers consistent with industry standards as determined by the director of the soliciting department or designee.

☐ Yes

☐ No

*Response required

When equals "No"

14.1. Decline, with similar practices?*

Do you have Criminal History Screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances, but are still declining any discount or incentive?

☐ Yes

☐ No

*Response required

When equals "Yes"

14.2. Documentation*

Upload the following documentation and assurances:

- Notarized past employment analysis that includes the number of disadvantaged workers the bidder has hired in the past, or, if the bidder has never hired a disadvantaged worker, an explanation that the bidder made a good faith effort to hire a disadvantaged worker: and,

- An estimate of the number of disadvantaged workers that the bidder has hired or plans to hire if the bidder is awarded the project; and,
- Evidence that the bidder's recruitment literature and employment policy does not include language that is disadvantageous to a disadvantaged worker.
- Identify potential job opportunities under the project that may be available for disadvantaged workers if the City awards the Bidder the project; and,
- Agrees to consider for job placement at least one otherwise qualified disadvantaged worker, to the extent a job opportunity is available, if and after the Bidder is awarded the project; or
- Currently employs a percentage of disadvantaged workers consistent with industry standards as determined by the director of the soliciting department or designee.

*Response required

15. Document Uploads*

Please upload your bid proposal documents here.

*Response required