



City of Tampa

**REQUEST FOR PROPOSALS (RFP) FOR
Redevelopment of the Royal Street Parking Lot and Army/Navy Store Site in the
Downtown Community Redevelopment Area
25-P-00085**

City Planning

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Attachments:

D - Form MBD-40 Letter of Intent

E - EBO-Form-71-for-RFQ-Evaluation-Points-V2

F - ADA Requirements

G - Exhibit-A-Area-Map_5-22-24

H - Exhibit B - Downtown CRA Map

I - Exhibit-C-Excerpts-from-Mayors-Institute-2022

K - Exhibit-D-Archelological-Report-Desktop-for-13121N-Tampa-St-2020-11-17

L - Exhibit-E-Survey-1312-N-Tampa

M - Exhibit-F-Phase-II-Executive-Summary-Report-2020-11-19

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O - 103 E Laurel St_4-18-2023_signed

1. NOTICE

1.1. REQUEST FOR PROPOSALS

Sealed proposals for Redevelopment of the Royal Street Parking Lot and Army/Navy Store Site in the Downtown Community Redevelopment Area, **RFP # 25-P-00085** will be received by the Director of Purchasing, City of Tampa, until Friday, June 13, 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 Lewina Woodard (lewina.woodard@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. MANDATORY PRE-PROPOSAL CONFERENCE

A **MANDATORY PRE-PROPOSAL CONFERENCE** will be held at **9:00 am, Thursday, April 17, 2025**, at **Tampa Municipal Office Building, 2nd Floor, 306 E. Jackson Street, Tampa, Florida 33602** 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. PROJECT SUMMARY AND INTRODUCTION

The City of Tampa is interested in the redevelopment of several key properties located in the Central Business District (CBD), within the Downtown Community Redevelopment Area. The project includes properties owned by the City of Tampa and the Community Redevelopment Agency:

- 1420 Parking Lot - 1411 N. Ashley St. (Folio: 192605-0014)
- 103 E. Laurel St. (Folio: 192605-0012)
- Royal Street Parking Lot - 1200 N. Tampa St. (Folio: 192537-0000)
- Army/Navy Store property - 1312 N. Tampa St. (Folio: 192530-000),

See Exhibit A – Subject Site Map.

Timeline:

Release Project Date:	March 17, 2025
Pre-Proposal Conference (Mandatory):	April 17, 2025, 9:00am Tampa Municipal Office Building, 2nd Floor, 306 E. Jackson Street, Tampa, Florida 33602
Question Submission Deadline:	May 1, 2025, 1:00pm
Response Submission Deadline:	June 13, 2025, 1:00pm

2.2. BACKGROUND

The City and Community Redevelopment Agency's (CRA) primary objective for the use of this land is the provision of high-density attainable housing within a mixed-use transit-oriented development. Located in the northern area of the Central Business District, the site is pedestrian friendly, transit rich, and highly conducive to transit-oriented development, with regional employment opportunities and world-class arts and entertainment venues (e.g. Straz Center, Tampa Museum of Art, and Tampa Theatre) within walking distance.

Housing proposed for the site should be provided to suit a variety of household types and income levels. Nonresidential uses on the site should represent a range of beneficial uses to complement nearby destinations and the new residential uses. The development of this property will serve as a catalyst for redevelopment of the surrounding neighborhood through placemaking and community investment, representing a unique opportunity to significantly address the City's housing needs as identified in the [Housing Needs Assessment Data Report](#).

The City, in collaboration with the CRA, will negotiate the potential disposition (by sale, lease, lease option or some other form of disposition) of the subject site with the successful proposer. However, the City is also willing to entertain proposals where the City retains ownership of all or a partial interest in the property and/or completed project. The sale, lease, or disposition of the land shall comply with Florida Statute 163.380(3)(a) since this land is located within a community redevelopment area (CRA).

The Downtown CRA Community Advisory Committee (CAC) will be a partner in the redevelopment of the subject property. Additionally, the neighborhood associations within the downtown are important stakeholders in the process. The successful proposer will include a proposed framework for community engagement that allows for these organizations and the broader community to help shape the project and public benefit provided.

2.3. PROJECT REQUIREMENTS

Based upon input from the City's stakeholders, the following are essential elements that are to be considered in the design of this development. Key elements that should be considered for this project include:

- A. Consistency with the updated Downtown Community Redevelopment Plan (CRP).
- B. Housing that is attainable for households at a variety of income levels.
- C. High density and intensity mixed-use development, commensurate with recent development throughout the City's urban core; significant vertical development is anticipated.
- D. Residential uses including affordable housing options for households making under 140% area median income (AMI).
- E. High quality urban design elements that complement recent development throughout the City's urban core.
- F. Branding elements consistent with [graphic standards for the River Arts Neighborhood](#).
- G. A development footprint that encourages walkability and access to points outside the site, including the build-out of adjacent street grid network and required public realm improvements identified in the Central Business District form-based code (Tampa Code Sec. 27-181.)
- H. Art, design and placemaking that honors and showcases the history and culture of the area.\
- I. Integration of physical space on site to support arts education uses (including, but not limited to housing or non-residential space).
- J. Commercial space that provides employment opportunities and convenience retail and services for residents.
- K. Commitment to a fully integrated transportation and mobility plan that integrates existing/future transit services, micromobility options, and publicly accessible parking.
- L. Inclusion of energy efficient features and sustainability components throughout.
- M. Additional priorities that may arise from the community visioning task during the Community Benefits Agreement (CBA) process.

a. Site Considerations

The City of Tampa has provided the following information on these properties in the Exhibits Section of this RFP.

- Existing survey or other documentation as available.
- Environmental status documentation
- Mayor's Institute for City Design Report (May 2022)

The subject site is potentially eligible for designation under the state's Brownfield Program to garner the benefits of the program for this site. The benefits of the program can be found on the State of Florida's website at: <https://floridadep.gov/waste/waste-cleanup/content/brownfields-program>.

b. Process

The city seeks developers, development firms, and development teams to submit sufficient information to enable the City to select a shortlist of qualified development entities. These developers will be invited to participate in a proposal presentation process to further develop and refine their initial proposal. The selected shortlist developers will be provided with sufficient time to prepare a comprehensive proposal including community involvement, a refined concept, cost projections, financing commitments, etc. for a formal presentation.

Responsive initial proposals will demonstrate:

- Successful experience in the development of residential/office/retail/hospitality in urban areas;
- Experience with development of affordable housing;
- Architectural compatibility with the surrounding downtown area;
- Major utility infrastructure relocation and new system installation experience; and
- Sufficient financial capacity to develop the site. Proposals shall address planning, design, financing, construction, timing, and project implementation.

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

c. Residential Requirements

The development must provide for the following residential unit mix:

- Project must contain a minimum of 750 total dwelling units.
- Housing Affordability Requirements:
 1. A minimum of thirty (30%) of the total residential units shall be affordable to households earning up to eighty percent (80%) of Area Median Income (AMI) adjusted for household use.
 2. At least twenty percent (20%) of the total residential units shall be workforce type housing to households earning between eighty percent (80%) and up one-hundred forty percent (140%) of Area Median Income adjusted for household size.
 3. Affordability period of units as described above must be a minimum of fifty (50) years.
 4. The designated affordable units must be equitably integrated throughout the project rather than clustered within a single building.
 5. The affordable units as described above may be in 1-, 2-, or 3-bedroom configuration(no studios). A minimum of 10% of the designated affordable units must be 3 bedrooms or larger.
 6. Preference will be given to proposals that include ownership options for some/all of the designated affordable units.
- Market Rate Unit Allowances
 1. A minimum of 25% of all market rate units must be 2- or 3-bedroom units
- Cultural Arts Conservatory Housing

To support arts and cultural institutions in the CBD, the proposed development must provide housing units that will be made available for usage by downtown cultural institutions to support lodging needs for students, traveling performers, artists, and educators.

The conservatory housing must meet the following standards:

1. A minimum of 28 bedrooms must be provided.
 - a. At least four one-bedroom units must be provided.
 - b. The remaining bedrooms can be provided in 2-, 3-, or 4-bedroom units, with shared common areas.
2. All units must be located on the same level, on the second floor or higher
3. Access to the floor where the units are located must be secure and separate from general building access

d. Non-Residential Use Requirements

Non-residential uses must be included to serve the immediate community. These uses should include commercial space that can provide employment opportunities and convenience retail and services for area residents. Additional space could also be made available to support other needs including public meetings, classes, etc.

1. Total non-residential space should include a minimum of 15,000sf, inclusive of both commercial and community uses as described above.
2. Non-residential space accessible to residents/tenants only (i.e. gyms, recreation rooms, classrooms, and other amenities) will not be counted towards this requirement. Designated spaces must be accessible to the general public.

e. Transportation Requirements

The project site is located within the northern portion of the CBD, which is pedestrian friendly and transit-rich. The site is located along the proposed extension of the Tampa Streetcar, which is entering the preliminary engineering phase. Additionally, Hillsborough Area Regional Transit (HART) is currently planning for bus rapid transit (BRT) along Tampa Street that will serve to connect the CBD to the University of South Florida. These transit improvements coupled with the improved vehicular, bike, and pedestrian connectivity that will be provided through planned improvements to the Ashley Drive off-ramps from I-275, will create opportunities to create transit-oriented development. Transportation commitments must include:

1. A development footprint that encourages walkability and access to points outside the site, including the build-out of adjacent street grid network and required public realm improvements identified in the Central Business District form-based code (Tampa Code Sec. 27-181.)
2. Elements to integrate with transit service on or near the site – including enhanced stop(s) for existing bus routes and a transit station for pending Bus Rapid Transit and Streetcar Extension projects.
3. Commitment to partner with Florida Department of Transportation (FDOT) and City of Tampa as needed for future surface roadway work and highway work planned for I-275 including the potential Ashley Drive Interchange improvements (which will require a reconfiguration of Scott Street) and future grant funded activities in the immediate area (see UNITE: Ashley Drive grant).
4. Multiple locations for bike racks, micro-mobility stations, and/or scooter parking.
5. Provision of a minimum of 150 publicly available parking spaces to offset reduction due to future closure of existing city-owned lots on the subject site.
6. Publicly available parking spaces will have a separate access point and will be managed by the City of Tampa or provided through an operations/revenue sharing agreement between the project owner and the city.
7. A minimum of 90% of the parking spaces must be provided within a parking garage.

f. Sustainable Development/Resiliency Requirements

This development should not only be transformational in its appearance and uses but also in the equity/wealth of the residents and the area. The selected developer acknowledges and agrees that it will comply with the City of Tampa’s rules, regulations, and ordinances pertaining to constructing sustainable buildings that conserve the community’s natural resources, save taxpayer dollars, reduce operating expenses, and create a healthier built environment for employees, residents, and visitors. The proposer must demonstrate the following:

1. The ability to meet goals of LEED sustainable development practices, with the intent to pursue silver designation or greater through any applicable LEED project type. Substitution for comparable standards will be considered when appropriate.
2. Project design will encourage recycling, gardening, composting, and a healthy lifestyle.
3. Efforts should be undertaken to protect the existing tree canopy existing on the site consistent with Sec. 27-284 of the Land Development Code.

g. Public Art Requirements

1. Art, design and placemaking elements that honors and showcases the history and culture of the area. Project must meet public art requirements as described in Sec. 27-181.4.

h. Community Benefits Agreements

1. When awarded the selected developer is subject to fulfilling all requirements, including but not limited to the public involvement process, associated with a CBA.
2. The selected developer must enter into a Community Benefit Agreement (CBA) with the City and will be subject to the requirements of Ordinance No. 2023-06, Resolution 2023-38, and Resolution No. 2023-39, including, but not limited to, organizing and hosting the two required neighborhood meetings.

2.4. QUALIFICATIONS

Include a written, verifiable statement of experience in providing and managing similar projects. 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.

2.5. MANAGEMENT

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

2.6. COORDINATION WITH THE CITY

The Successful Proposer shall identify the Project Manager to work in close coordination with the City. The City’s Project Manager shall be the City’s point of contact. The City shall approve any changes to the Project Manager or personnel assigned to the project.

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

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.

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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:

- A. Identify, with specificity, the information which the Proposer asserts is confidential and/or proprietary and/or exempt from public disclosure,
- B. 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,
- C. 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".**

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

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 "Goods".**

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

- A. 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
- B. 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

- A. 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

- A. The monetary value of this contract,
- B. The coverage amount of Commercial general liability insurance required under the contract, or
- C. \$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:

- A. Unable to pass 8 Panel Drug Screen
- B. Has a felony or misdemeanor conviction involving violence, weapons, or crimes against a public official
- C. 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

- A. 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.
- B. **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

- A. 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](#).

- B. **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.
- C. Proposals will be evaluated and rated based on the criteria stated in this RFP, including but not limited to the following:
1. Responsiveness of the Proposal to the scope of work.
 2. Ability, capacity, and skill of the Proposer to perform the scope of work.
 3. Experience of the business and individual members of the business in accomplishing similar services.
 4. Responses of the client references.
 5. Such other information that may be required or secured.
- D. **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.
- E. **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.
- F. The City reserves the following rights to:
1. Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all Proposers prior to selection; and make investigations of the qualifications of Proposers as it deems appropriate, including, but not limited to, a background investigation conducted by the Tampa Police Department or any other law enforcement agency.
 2. Request that Proposer(s) modify its proposal to meet the needs of the City more fully, including Best and Final Offer(s) (BAFO), or to furnish additional information as the City may reasonably require.
 3. Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award.
 4. Negotiate any modifications to a proposal that it deems acceptable, waive minor irregularities in the procedures, and reject any and all proposals.
 5. Process the selection of the successful Proposer without further discussion.
 6. Waive any irregularity in any proposal, or reject any and all proposals, should it be deemed in its best interest to do so. The City shall be the sole judge of Proposers' qualifications and reserves the right to verify all information submitted by the Proposers. The proposal selected will be that proposal which is judged to be the most beneficial to the City.
- G. **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

A contract will be awarded to the most responsible and responsive Proposer whose proposal meets the needs of the City to the best degree. 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 negotiated as part of the award process.

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 TERMINATION

When deemed to be in the best interest of the City, the City may cancel any award resulting from this specification by the following means: 10-day written notice with cause; or 30-day written notice without cause.

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		
<p>City of Plant City Purchasing Manager Drawer C Plant City, FL 33563 813-659-4270 - Telephone 813-659-4216 - Fax</p>	<p>Hillsborough Community College 39 Columbia Drive Tampa, FL 33606 813-253-7060 – Telephone 813-253-7561 – Fax</p>	<p>Tampa Sports Authority 4201 N. Dale Mabry Highway Tampa, FL 33607 813-673-4300 – Telephone 813-673-4312 – Fax</p>
<p>City of Temple Terrace P.O. Box 16930 Temple Terrace, FL 33687 813-506-6420 – Telephone 813-989-7185 – Fax</p>	<p>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</p>	<p>Tax Collector 601 E. Kennedy Blvd., 14th Floor Tampa, FL 33602 Phone: (813) 307-6222 FAX: (813) 307-6521 www.hillstax.org</p>
<p>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</p>	<p>Hillsborough Co. Sheriff's Office P.O. Box 3371 Tampa, FL 33601 813-247-8032 – Telephone 813-242-1825 – Fax</p>	<p>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</p>

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

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. 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).

3.40. 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.

3.41. 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.

3.42. 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:

- A. purchase the materials or services specified in this specification on the open market; or

- B. 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.

3.43. 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)

3.44. 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.

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. Builder's Risk Insurance

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

4.7. 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

4.8. Pollution and/or Asbestos Legal Liability Insurance

where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites), pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least \$1M per occurrence and \$2M aggregate, maintained for at least 3 years after Agreement completion.

4.9. 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

- A. 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.

- B. 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 AFFIDAVIT, PROPOSAL SIGNATURE FORMS AND VENDOR RESPONSE SECTION](#):

PROPOSER’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.
- **Cover Letter.** An introductory cover letter signed by Respondent, identifying the lead firm, the primary contact mailing address, email and phone number. The cover letter must also include:
 - The lead firm’s Federal Taxpayer Identification Number

- Type of Organization. (Sole Proprietorship, General Partnership, Limited Partnership, Corporation, Subchapter S Corporation, Limited Liability Company, Joint Venture, Trust, etc.) and Date Organization established.
- List of Florida Counties where Developer is licensed and/or has done business during the previous five (5) years.
- A statement that the respondent has reviewed this RFP including a list of all specific addendums that the City may subsequently issue.
- **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](#).
- **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.

A summary of team structure and qualifications shall also be provided, and will include, at a minimum, the following information:

- Describe anticipated team structure and staff.
- Identify key project management and planning team members.
- Describe the specific role/responsibility each would play in the project as well as experience these individuals have played in similar projects.
- Describe Developer staff and team’s capacity to complete similarly sized projects in a timely and efficient manner, while providing high quality workmanship and organization.
- Provide resumes of key personnel of the team.
- Identify current and previous development experience of the team in regard to comparable developments in size, magnitude and use. This information should include project descriptions, photos, renderings or plan copies (if available), dates completed, Respondent’s role, financing sources, duration of development process and other key information.
- Describe the terms and details of any Community Benefit Agreements you have entered into with other jurisdictions.
- List your projects completed within the past five (5) years to include: Location, development program and total development cost.

- List of sub-contractors and material suppliers you work with on a regular basis: Include the Firm name, Address, Subcontracting Firm Contact Name with Telephone and Fax Number. (Indicate W/MBE where applicable)
- **Construction and Operating Requirements and Details:**
 - Construction Requirements: Please acknowledge and confirm that the Proposer and the Proposer's general contractor will address and comply the following in connection with the construction of the Project:
 - The provision for meaningful performance and completion guarantees.
 - Construction of the Project in accordance with a design approved by the City and upon such other terms and specifications as memorialized in the development or other agreements between the City and the Proposer executed at closing.
- **Provide Information on Business Terms Including the Cost and Financing of the Project:**
 - Proposed Property Conveyance: The City/CRA will negotiate the potential disposition of the subject site with the successful proposer. Please provide details of the property disposition (by sale, lease, lease option or some other form of disposition) being proposed. If the intent is to purchase the property, please detail what you are willing to pay the City (purchase price or rent) or what other form(s) of consideration you are willing to provide the City for the conveyance of the Property.
 - Estimated Project Costs: Please provide any estimates regarding the cost of designing, constructing and operating the Project including any relevant back-up information.
 - Financial Capacity of Proposer: Describe the financial capacity in place for the Proposer to undertake the development activities contemplated in this RFP including any supporting documentation.
 - Financing Plan for the Project: The Proposer must address the following items in connection with the financing of the Project:
 - Describe the financial capacity in place to undertake the development activities contemplated in this RFP. While a price proposal is not required at this stage, respondent should provide evidence and supporting documentation of the development team's financial condition and capability to finance the proposed development.
 - Provide financial resources used for similar past projects, financing sources, and capital stack of past projects, as well as experience developing on publicly owned land.
 - The Respondent must include a preliminary financing plan, including:
 - A financing strategy narrative and relevant proformas must be provided to describe the general approach to financing the project. This should include detail proposed capital and operating funding sources (including grants or loans), and highlight all experience successfully utilizing government funding streams such as New Market Tax Credits, CDBG, etc.
 - Identify any financial support requested from the City or the CRA to support the development. If so, please describe.
 - Once a proposal is selected, they will be required to provide a signed LOI confirming the contribution reflected in the underwriting. Additional consideration may be provided if there is a demonstrated ability to secure financing, meet lending requirements, maintain equity requirements, meet tax credit compliance requirements.

- Please acknowledge that if the City retains title to the Property that a payment and performance bond issued by a qualified surety will be required in connection with the Project in accordance with Section 255.05, Florida Statutes.
- **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

An RFP Evaluation and Selection Committee (“Committee”) formed by the City will review and score all complete Proposals, which are timely submitted, based on the following criteria:

PRELIMINARY DEVELOPMENT CONCEPT (45 Total Points)

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	Housing Plan: Number of units, mix of units, affordability, provision of cultural arts and conservatory housing	Points Based	20 <i>(44.4% of Total)</i>
2.	Transportation/Infrastructure Plan	Points Based	10 <i>(22.2% of Total)</i>
3.	Sustainability/Resiliency Features	Points Based	10 <i>(22.2% of Total)</i>
4.	Other Project Benefits (job creation, community-oriented non-residential uses)	Points Based	5 <i>(11.1% of Total)</i>

FINANCIAL CAPACITY (15 Total Points)

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Previous project financing	Points Based	5 <i>(33.3% of Total)</i>
2.	Financing plan/commitments	Points Based	10 <i>(66.7% of Total)</i>

EXPERIENCE / QUALIFICATIONS (15 Total Points)

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	History with similar project types	Points Based	5 <i>(33.3% of Total)</i>
2.	Comprehensiveness of Project Team	Points Based	5 <i>(33.3% of Total)</i>
3.	Development Team experience/qualifications	Points Based	5 <i>(33.3% of Total)</i>

CRIMINAL HISTORY SCREENING PRACTICES (5 Total Points)

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	CRIMINAL HISTORY SCREENING PRACTICES	Points Based	5 <i>(100% of Total)</i>

WMBE/SLBE PARTICIPATION PLAN (20 Total Points)

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	City of Tampa Underutilized Certified WMBE Inclusion and Certified SLBE Participation	Points Based	20 <i>(100% 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 Friday, June 13, 2025. This form is due to Lewina Woodard(lewina.woodard@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 (2023)*
Please download the below documents, complete, and upload.

- [AFFIDAVIT OF COMPLIANCE WIT...](#)

*Response required

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