REQUEST FOR PROPOSAL (RFP)
FOR
REAL ESTATE DEVELOPMENT

ROME YARD MIXED-USE DEVELOPMENT

ISSUED: OCTOBER 15, 2020

DUE BY: DECEMBER 15, 2020

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INSTRUCTIONS TO DEVELOPERS

Developers responding to this RFP must complete ALL items requested in the RFP package.

PROPOSALS MUST BE RECEIVED NO LATER THAN 12:00 PM (EST), Thursday, December 15, 2020. The proposal must be typed. The original shall have signatures in **blue ink**. Incomplete proposals or proposals submitted after the published deadline **will not** be considered.

A TECHNICAL ASSISTANCE WORKSHOP will be held virtually on **Tuesday, October 29, 2020 at 10:00 AM (EST)**. A link to the Virtual Technical Assistance Workshop will be placed on the City's website where the RFP Announcement is located.

After the Technical Assistance Workshop, all questions regarding the RFP shall be submitted in writing to: Rob.Rosner@tampagov.net. Questions received prior to November 12, 2020 at 11:59 AM (EST) will be receive responses in an addendum. If further clarifications are needed prior to December 1, 2020 by 11:59 AM (EST), then another addendum will be issued. No subsequent questions will be responded to. It is the Developer's responsibility to ensure timely submission and receipt of questions.

Questions received via email regarding the RFP will be addressed by the City and answers will be provided by Addendum per the schedule noted above. The City reserves the right to notify the Developer by Addendum that the City will no longer allow additional questions regarding the RFP.

Attached are important instructions and specifications regarding responses to this RFP. Failure to follow these instructions may result in Developer disqualification.

Submission of Proposals by regular mail, hand delivery, or express mail must be in a sealed envelope/box with the Developer's name and return address indicated. **Type or print the RFP Title on the envelope/box**. Address the Proposal envelope/box as follows:

City of Tampa Purchasing Department

Tampa Municipal Office Building

306 E. Jackson Street, 2nd Floor

Tampa, Florida 33602

The above address is appropriate for mailing, hand delivery, and express mail.

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

No proposals shall be accepted after the time and date specified above. The Proposal Opening shall be open to the Public. Proposals received after the due date and time shall be rejected. Offers by telegram, telephone, transmitted by facsimile (FAX) machine or electronic mail (email) are not acceptable. No proposal may be withdrawn or modified after the time fixed for the opening of the RFP.

I. SCOPE OF SERVICES

A. GENERAL INFORMATION

The City's primary objective for the use of this land is to encourage the development of a range of beneficial uses to serve this evolving community, including housing at varied levels of affordability to suit a diverse spectrum of income levels. The site should also be developed in a way to complement the development nearby and the surrounding community. The development of this property is an engine to drive opportunities to foster place-making and community investment and presents a unique opportunity to create attainable housing consistent with the Mayor's strategic goals. In addition, the proximity of the location to downtown and the urban core can reduce transportation needs and result in improved access to employment opportunities.

The City will negotiate the potential disposition (by sale, lease, lease option or some other form of disposition) of this City-owned 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 West Tampa Neighborhood and the West Tampa CRA Community Advisory Committee (CAC) have been critical participants in the development of this RFP and a key partner in the development of the West Tampa Vision Plan and the West Tampa CRA strategic plan which are critical governing documents to this RFP.

B. ESSENTIAL ELEMENTS FOR CONSIDERATION

Based upon the governing documents and input from the CAC, following are essential elements that are strongly recommended to be considered in the design of this development.

1. Consistency with the West Tampa Vision Plan and the West Tampa CRA Strategic Action Plan
2. Housing that is attainable across a range of affordability
3. Density that optimizes the location and proximity to the City center; vertical development is encouraged
4. Design that compliments the Tampa Housing Authority West River Project
5. A footprint that encourages walkability and access to points outside the site, including sidewalks and walkways with a minimum of 8-foot of width
6. Art and design that honors and showcases the history of the area
7. Commercial space that enables employment opportunities for local residents
8. Inclusion of a job and/or skills training center
9. Commitment to secure approval of a HART bus line stop or other mobility options on or near the site – Encourage multi-mobility options
10. Multiple locations for bike racks and/or scooter parking
11. Inclusion of energy efficient features and sustainability components throughout

12. Inclusion of a West Tampa Cultural Center
13. An easily accessible connector to the westside Riverwalk

The preferred Development will provide for affordable, sustainable, mixed income/mixed-use development and all associated infrastructure. The Development should maximize the use of the available land to allow for a unit mix that provides an optimum number of affordable and workforce housing units, while complementing the residential and commercial nature of the surrounding community. The Development should include a commercial component to augment and compliment the housing development, including consideration of a live/work environment.

The development should comply with Crime Prevention Through Environmental Design (CPTED) guidelines and best practices. The Development should be sensitive to, and compatible with, the neighborhood zoning code and applicable future zoning. Amenities for bicyclists and pedestrians to connect to HART's transit system is highly encouraged.

C. SITE CONSIDERATIONS

This site is located in an evolving and growing area near the Hillsborough River, multiple schools and cultural institutions, and has close proximity to downtown and the urban core.

Due to its location, the site also serves numerous City infrastructure purposes which may present a challenge to site development. There are a number of underground utilities that need to be accounted for and which will require public easements over the parcel. This will demand a creative and inspiring design solution to maximize the potential of this unique location while recognizing the underground requirements.

The Development shall include utility infrastructure required to serve the development and must account for significant existing underground utility infrastructure that serves areas outside of the site. The Development shall specifically address how it will either relocate or incorporate these existing underground facilities into the Development to maintain service to the neighboring community.

This site is located immediately adjacent to a 44-acre redevelopment area known as West River which is currently under development. West River is a joint venture partnership of the Tampa Housing Authority and the Related Group of Florida and will result in approximately 676 mixed-income residential units spanning five (5) major projects with a total investment exceeding $121 million. At buildout, West River is planned to contain 1,600 housing units containing a mixture of approximately 50 % workforce and affordable housing and 50% market rate housing. The project plans include hotels, retail and office space.

The West River Development Plan (attached in the Appendix) has identified other utility infrastructure needed for redevelopment of the site and surrounding area. The Development shall incorporate recommended changes as outlined in the plan or propose an alternative approach in addressing overall infrastructure needs to develop the site.

D. 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:

1. Successful experience in the development of residential/office/retail/hospitality in urban areas;
2. Architectural compatibility with the Tampa Housing Authority West River project and adjacent residential neighborhoods, buildings, and activities;
3. Major utility infrastructure relocation and new system installation experience; and
4. Sufficient financial capacity to develop the site. Proposals shall address planning, design, financing, construction, timing, and project implementation.

Community engagement with regular updates is required. Employment Business Opportunities and commitments as a part of the development and build process is strongly encouraged.

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.

E. COMMUNITY BENEFIT AGREEMENT

The selected developer must enter into a Community Benefit Agreement (CBA) with the City. The purpose of the CBA is to ensure that the development provides sufficient benefits to the community.

One objective of the Development is to provide access to economic opportunities that are not currently accessible to small business owners in this area. As such, the CBA must provide for at least the following:

- Agreement to develop the property in compliance with the West Tampa Vision and Strategic Plan and provide regular updates to the CAC as the project is being developed.
- Honor the history and heritage of West Tampa through art, historical markers, and/or a West Tampa Cultural Center.
- Set aside ten percent (10%) of the Project's retail space for City of Tampa resident-owned small business to be provided at less than market rate for a minimum of ten (10) years which may be phased out over time.
- Set aside rent-free office space for a workforce training center.
- Agreement that all construction employers working on the Development use best efforts to have a minimum of twenty percent (20%) of on-site work performed by Tampa residents (the "Local Hiring Goal"). The Local Hiring Goal shall be measured based on the total number of

hours of Project Work, and not on the number of hours of Project Work performed by a particular Contractor or Contractors.

F. RESIDENTIAL UNIT MIX

At least twenty percent (20%) of the total residential units shall be affordable to households earning up to eighty percent (80%) of Area Median Income adjusted for family size. Affordability period must be a minimum of fifty (50) years.

At least forty percent (40%) of the residential units must be workforce type housing to households earning up to one-hundred-forty percent (140%) of Area Median Income adjusted for family size. Affordability period must be a minimum of fifty (50) years.

The remaining residential units can serve families at any income level.

G. SUSTAINABLE DEVELOPMENT

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, tenants, and visitors. The Development must be designed to achieve LEED Silver, with possible substitution for comparable standards as appropriate.

The City of Tampa is building toward a more resilient and sustainable future; therefore, it is expected that the housing units will incorporate energy efficiency measures and the design will encourage recycling, gardening, composting, and a healthy lifestyle. This development should be not only transformational in its appearance and uses but also transformational in the equity/wealth of the residents and the area.

H. ROLE OF THE DEVELOPER

The selected developer must:

- Assume overall responsibility for implementation of the development
- Recommend the property disposition with supporting rational
- Make provision for meaningful performance and completion guarantees
- Design and construct the project(s) in accordance with the terms and specifications presented by the City and memorialized in a Development Agreement
- Meet the requirements of the Community Benefit Agreement
- Pay damages if the project(s) are not completed on the timelines memorialized in the Development Agreement
- Maintain appropriate insurance policies at levels specified in the Development Agreement which must name the City as an additional insured and indemnify the City.

Figure 1

Figure 1 above outlines the subject parcels of the RFP.

II. EVALUATION OF PROPOSALS

The City will be under no requirement to complete the evaluation by a specific date and reserves the right to cancel, suspend, or postpone the evaluation process due to budget constraints, time constraints, or other factors as directed by the City. 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 an evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP.

The City reserves the right to reject any and all proposals, and potential inclusion of a Developer into the interview process shall in no way be deemed to create a binding contract or agreement between the Developer and the City.

Proposers are advised that the City intends to select the developer that the City determines is the most responsive and responsible.

A. SELECTION CRITERIA AND POINTS

CRITERIA	**POINTS**
Cover Letter	**Threshold**
Development Concept	25 points
Financial Capacity	20 points
- **Bonus Points for Minority Financial Equity**	**5 points**
Experience and Qualifications	20 points
Community Engagement/Minority Involvement	20 points
WMBE/SLBE Firm Participation	20 points
TOTAL POINTS	**105 points**

B. SUBMISSION REQUIREMENTS

All responses to this RFP must include the following:

1. Cover Letter/Concept Proposal (Threshold): 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:
    a. The lead firm's Federal Taxpayer Identification Number
    b. Type of Organization. (Sole Proprietorship, General Partnership, Limited Partnership, Corporation, Subchapter S Corporation, Limited Liability Company, Joint Venture, Trust, etc.) and Date Organization established.
    c. List of Florida Counties where Developer is licensed and/or has done business during the previous five (5) years.
    d. A statement that the respondent has reviewed this RFP including a list of all specific addendums that the City may subsequently issue.
2. Preliminary Development Concept
    a. Respondent should describe its approach to managing the planning, design approvals, financing, phasing, development, construction, and operation of other similar development projects.
    b. Include preliminary development concepts for the site.
    c. Describe sustainable construction practices that you will/do follow.
    d. Describe your marketing plan.

e. Provide an estimated project schedule that includes design phase, city approvals, financial closings, site work, construction, lease up schedule for rental units and absorption for for-sale units.
f. Identify any barriers to implementing the project and how these barriers will be overcome or eliminated.
g. Describe additional energy savings designs, systems and/or equipment that will be incorporated into your project that are not included in the LEED Silver requirements.
h. If available, include existing renderings of model homes proposed to be used for the project.

3. Financial Capacity
    a. 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.
    b. The City will be interested in financial resources used for similar past projects, financing sources, and capital stack of past projects, as well as experience developing on publicly owned land.
    c. The Proposer must include a preliminary financing plan.
    d. Bonus points will be provided, up to 5 points, for Proposers who include financial equity partners of a minority status.
4. Experience and Qualifications
    a. Describe anticipated team structure and staff.
    b. Identify key project management and planning team members.
    c. Describe the specific role/responsibility each would play in the project as well as experience these individuals have in similar projects.
    d. Describe your staff and team's capacity to complete similarly sized projects in a timely and efficient manner, while providing high quality workmanship and organization. Provide client references.
    e. Provide resumes of key personnel of the team.
    f. 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, proposer's role, financing sources, duration of development process and other key information.
    g. Describe the terms and details of any Community Benefit Agreements you have entered into with other jurisdictions.
5. Community Engagement/Minority Involvement (Knowledge of West Tampa Neighborhood)
    a. Describe the process used for informing the community of your proposed design and obtaining community support for your proposed development.
    b. Describe the process you will use to keep the community informed of progress through the development process.

c. Identify other projects your team has completed in the general project area of West Tampa.
d. Identify existing activities or participation with other agencies or organizations that operate in the area surrounding the site.
e. Describe your knowledge of and working relationship with the community organizations in the West Tampa area.
f. Describe how the proposal will create minority employment opportunities.
g. Describe how your proposal will continue community engagement during the post construction phase the development process.

6. WMBE and SLBE Evaluation Points
    a. During the evaluation of proposals for Women/Minority Business Enterprise (WMBE) and Small Local Business Enterprise (SLBE) participation, the Equal Business Opportunity Department Office will be responsible for assigning the points under this criterion.
    b. WMBE and SLBE points will be determined as follows:
        i. A maximum of ten (10) rating points may be awarded when the Developer is a City of Tampa certified WMBE Company participating as the prime contractor deemed underutilized within the industry category established by the RFP Construction and Construction-Related Services.
        ii. A maximum of five (5) rating points may be awarded when the Developer is a City of Tampa certified SLBE business participating as the prime contractor; or
        iii. One to Seven (1-7) rating points may be awarded when the Developer is not a City of Tampa certified SLBE prime contractor or a non-underutilized WMBE company but utilizes WMBE and/or SLBE certified firm(s) as Sub-contractors/consultants, and assigned to perform meaningful segments of the contractual services detailed herein and documented on the enclosed MBD Form 10-20 (4 pages total).
    c. NOTE: The maximum number of points achievable for WMBE and/or SLBE participation will not exceed a total of 20 points.
    d. The evaluation includes but is not limited to the following criteria:
        i. Diversity of WMBE/SLBE subcontractors listed to be utilized (MBD Form 20)
        ii. Percentage of proposal/scope committed to WMBE/SLBE subcontracting
        iii. The collective factors in determining the total points awarded will be based on the overall weight of evidence in the proposal that specified the participation.
    e. In all cases, the Developer and/or subcontractor(s) must be WMBE and/or SLBE certified prior to the opening date and time of the RFP to be eligible to earn WMBE/SLBE rating points. As proof of certification, include copies of all WMBE and SLBE certificates in the proposal. The evaluation process of WMBE and SLBE participation will be evaluated by the City of Tampa's Equal Business Opportunity Department Office. The Selected developer will be required to execute MBD Form 40 (Letter of Intent-LOI) with their subcontractors/sub-consultants prior to award.

III. EVALUATION/SELECTION PROCESS

A. INTRODUCTION

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee. The committee will be comprised of appropriate City personnel from multiple departments and members of the community, with the appropriate experience and/or knowledge, striving to ensure that the Committee is balanced with regard to race, ethnicity, and gender.

It is the Proposer's responsibility to ensure that the proposal is complete. Proposals will be scored based on point totals and not a percentage factor. Contract award will be based on Technical Quality.

B. PROPOSAL EVALUATION

The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Evaluation Criteria listed below. The criteria are itemized with their respective weights for a maximum total of 105 points. The scores will be evaluated based on the best rated proposal providing the highest quality of service to the City of Tampa; scores in clusters; significant breaks in scoring; and/or maintaining competition.

Upon completion of the initial evaluation of the proposals by the Evaluation/Selection Committee, a short list will be made. If the Evaluation/Selection Committee chooses to request oral presentations, then the Proposers on the short list will be contacted and scheduled for oral presentations by the Evaluation/Selection Committee. Upon completion of the oral presentations, the Committee may re-evaluate, re-rate, and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

See Scoring Criteria Table on the next page.

C. SCORING CRITERIA TABLE

Scoring Criteria	Max. Points Available	Point Awarded	Comment
PRELIMINARY DEVELOPMENT CONCEPT *Max. 25 points*			
• Consistency with West River Plan	10		
• Project Benefits (Housing, Commercial, job, creation, tax benefits, etc.)	5		
• Transportation/Infrastructure Plan	5		
• Sustainability/Resiliency Features	5		
FINANCIAL CAPACITY *Max. 20 points*			
• Previous project financing	10		
• Financing plan/commitments	10		
• Bonus Points for Minority Financial Equity	5		
EXPERIENCE / QUALIFICATIONS *Max. 20 points*			
• History with similar project types	5		
• Comprehensiveness of Project Team	5		
• Development Team experience/qualifications	5		
• Hillsborough County Based Team Members	5		
COMMUNITY ENGAGEMENT/MINORITY INVOLVEMENT *Max. 15 points*			
• Minority employment opportunities	5		
• Community Engagement Plan during development	5		
• Community Engagement post construction	5		
WMBE/SLBE/JOB CREATION PLAN *Max. 20 points*			
• City of Tampa certified WMBE	10		
• City of Tampa SLBE	10		
TOTAL SCORE *Max. 105 points*	**105**		

IV. SUBMITTAL REQUIREMENTS

The following information must be submitted in the proposal.

A. THRESHOLD REVIEW CHECKLIST

The Planning & Development Department utilizes standards set out in its Threshold Review Checklist to evaluate the proposals submitted by each Developer and assess the Developer's standing and status to carry out work. A number of these points will only be applicable if the Developer has previously performed work for the City or worked with cooperating organizations, but all are listed as a point of reference, for potential criteria points on which proposals will be evaluated. If the Developer does not pass the Threshold Review the proposal will be deemed non-responsive and will not be evaluated.

Listed below is the Threshold Review Checklist. This checklist will be used to evaluate the following information:

- Are you or any member of your team on the following lists?
  - Federal Government's list of "Excluded Parties"
  - City's list of Barred Companies
  - State of Florida's suspended vendors list or scrutinized vendors list, convicted vendors list, or discriminatory vendor list
  - Federal debarred and suspended lists
- Does your Company or any member of your team have any outstanding complaints on workmanship issues? Please explain in detail.
- Has your Company or any member of your team ever performed any repair or construction work for employees of the Planning & Development Department during the time the employee is/was assigned to the Planning & Development Division? **Please disclose any and all details of such activities.**
- Have you or any of your Company's employees ever been convicted of a felony or are now under charges for any offense? **Please provide all details.**

B. COMPANY OWNERSHIP INFORMATION

- List of all Principals or Organization Chart. (Ownership Information – Partners – Stockholders and % of Business Owned by each.).
- Developer EEO Information – is required to comply with Federal and City of Tampa Equal Employment Opportunity Requirements. Please indicate whether or not 51% or greater of the firm is owned by a Female, Black, Hispanic, American Indian, Asian or Other Minority Designation recognized by the Federal Government. Date Organization established under present name, and list of any former business names, if applicable, during the previous five (5) years.
- Parent Company information, if applicable.
- If "Yes" to any of the four questions below, please provide detailed information:
  - Have you or any of your affiliates ever filed for bankruptcy?
  - Do you have any judgments, liens, or pending lawsuits?

- Have you or any of your business affiliates discontinued business operations with outstanding debts?
- Have you been a principal in any other entities over the last five (5) years?

C. REFERENCES

- List your projects completed within the past five (5) years to include: Location, and Total Development Cost
- Provide three (3) references from governmental agencies, funders or individuals with construction projects completed by members of the team.
- 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 any WMBE and /or SLBE certification(s) where applicable)

NOTE: Both local references and references from outside the Tampa Bay area may be verified.

D. ADDITIONAL FINANCIAL INFORMATION

The City reserves the right to request a detailed statement of the Developer's Financial Resources, to the extent necessary to establish the company's ability to carry on the proposed work, if it sees fit to do so.

V. PROJECT PROPOSALS

A. SUBMITTAL FORMAT REQUIREMENTS

a. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Developer's ability to fulfill the requirements of the RFP.
b. Proposals are to be submitted in a typed format.
c. All documents that must be executed by the Developer must be executed in **blue ink**.
d. Proposal and the required copies shall be in three (3) ring binders only (No Staples), pages must be single sided and identified with page numbers. Failure to follow these instructions could result in your proposal being disqualified.

The Proposer shall provide the following:

One (1) original proposal marked "ORIGINAL". The original proposal is the City's official record and recording of the proposal being submitted and one (1) electronic copy on CD, DVD or USB Drive. The proposal shall be one (1) PDF document. The CD, DVD or USB Drive is a supplement and will not be reviewed for compliance.

Five (5) complete copies of the proposal marked "COPY" will be for the Evaluation Committee Members.

One (1) redacted copy of the proposal marked "REDACTED". If applicable, provide one redacted copy of the proposal with the original following the instructions stated under Section II. General Conditions, Section 1. General Information, Subsection 1.4 Florida Public Records Law.

B. SUGGESTED GUIDELINES FOR PREPARING PROPOSAL

- Verify that your proposal is complete and that you have completely responded to all proposal items and compliance documents in the RFP.
- Make sure your proposal is well-organized and easy to read.
- Responses to questions should be brief and concise.

C. REQUIRED DOCUMENTS FOR SUBMITTAL

1. Uniform Review: In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the following manner and identified with tabs:
    a. Cover Page
    b. Cover Letter that includes information specified in Section IV, A, of this document.
    c. Table of Contents. Include a clear identification of the written material by section and by page number.
    d. Tab 1. ADDENDA. Include a copy of the addendum, or addenda associated with the RFP, if applicable. Incomplete proposals will not be considered.
    e. Tab 2. FLORIDA PUBLIC RECORDS LAW. Include a written acknowledgement of the Florida Public Records Law requirements from Section V. General Conditions.
    f. Tab 3. EXECUTIVE SUMMARY. The Executive Summary must be limited to no more than two pages and must provide a concise summarization of the services and deliverables being offered to meet the requirements of this solicitation; the Developer's approach to providing services; and justification as to why the Developer is the best qualified to provide services.
    g. Tab 4. BUILDING CONSTRUCTION COMPANY INFORMATION. Complete and submit Attachment B - Building Construction Company Information.
    h. Tab 5. SCOPE OF SERVICES. Include all the requirements and/or documentation requested under Section II. Developers Submittal Requirements. **All subsection titles must be identified with a Tab (i.e. 5a, 5b, 5c).**
    i. Tab 6. CONFLICT OF INTEREST DISCLOSURE FORM. Complete and submit Attachment C.
    j. Tab 7. SUB-CONTRACTING FORMS. Under Section VII. Sub-Contracting Forms and Payment Form, the following forms must be filled out and submitted:
        i. Schedule of All Sub-Contractors/Consultants/Suppliers Solicited MBD 10
        ii. Schedule of All Sub-Contractors/Consultants/Suppliers to be Utilized MBD 20
        iii. <u>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.</u>
    k. Tab 8. DEVELOPER'S AFFIDAVIT. Complete and have notarized the Developer's Affidavit provided in the RFP Package. This form must be signed by an authorized representative of the firm as defined below.
    l. Tab 9. PROPOSAL SIGNATURE FORM. Complete the Proposal Signature form provided in the RFP Package. This form must be signed by an authorized representative of the firm as defined below:

i. When the Developer 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.

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

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

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

v. When the Developer is a joint venture, each party in the joint venture must sign the proposal as hereinabove indicated.

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

END OF PROPOSAL CONTENT

VI. GENERAL CONDITIONS

D. GENERAL INFORMATION

Proposal Due Date. Sealed proposals will be received no later than the date and time indicated the front of this document. Proposals will not be accepted after this time.

Addendum and Amendment to RFP. If it becomes necessary to revise or amend any part of this RFP, the City will provide notification of the addendum to all prospective Proposers who received the initial RFP. The City will not accept incomplete RFP responses.

It will be the responsibility of the Developer to contact the City prior to submitting their proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return the executed addenda with the RFP response.

E. 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 Developers should be aware that the Proposal and the responses thereto are in the public domain and are available for public inspection and copying. If the Developer is asserting that certain information in its Proposal is confidential and/or proprietary and/or exempt from public disclosure, then the Developer is required to do the following: (1) identify, with specificity, the information which the Developer asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) place such information (including any applicable electronic media on which such information is contained) in a sealed envelope that is separate from the Developer's other Proposal documents, (3) clearly label the envelope that contains the confidential, proprietary and/or exempt information as follows: "EXEMPT FROM PUBLIC DISCLOSURE" with Developer's name and the Proposal number marked on the outside, and (4) specifically cite the applicable Florida Statute(s) and/or Federal Law that exempts such information from public disclosure - such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations.

The envelope that contains the Developer's confidential/proprietary/exempt information must be submitted with the Developer's other Proposal documents. Developer is advised that failure to follow the aforementioned instructions may result in Developer's alleged confidential/proprietary/exempt information being disclosed to the public. 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 Developer may be challenged in court by any person or entity. By designation of material in your Proposal submittal as exempt from public disclosure, Developer 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 Developer’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.

<u>*NOTE: The City will not accept Proposal submittals when the entire submittal is labeled as exempt from public disclosure. Developer'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".</u>

i. 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.

ii. 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.

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

   a. Successful Developer shall keep and maintain public records required by the City to perform the services;
   b. Upon request by the City, provide the City with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the City) on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
   c. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion (or earlier termination) of the contract if Contractor/Awardee/Successful Developer does not transfer the records to the City;
   d. Upon completion (or earlier termination) of the contract, Successful Developer shall within 30 days after such event either transfer to the City, at no cost, all public records in possession of the Contractor/Awardee/Successful Developer or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Successful Developer transfers all public records to the City upon completion (or earlier termination) of the contract, Successful Developer shall destroy any duplicate records that are exempt or confidential and exempt from

public records disclosure requirements. If Contractor/Awardee/Successful Developer keeps and maintains public records upon completion (or earlier termination) of the contract, Successful Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

e. The failure of Successful Developer 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 Developer until records are received as provided herein.

f. **IF SUCCESSFUL DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-274-8351, COTPurchasing@TAMPAGOV.NET, AND MAILING ADDRESS OF PURCHASING DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 2ND FLOOR, 306 E. JACKSON STREET, TAMPA, FLORIDA 33602.**

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

F. CITY OF TAMPA ETHICS CODE

The Developer 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 Developer 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 Developer 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.

G. WMBE PARTICIPATION

The City of Tampa administers the Women/Minority Business Enterprise (WMBE) Program to promote the inclusion of WMBE Companies in procurement solicitations and contract awards. The City actively solicits participation in this project by City Certified WMBE Companies deemed **underutilized.** To obtain a list of the City's Certified WMBE Companies, visit the Equal Business Opportunity Department Offices website at http://www.tampagov.net. Under Information and Resources select WMBE/SLBE Directories. These directories include WMBE Certified Companies which are listed by Type of Services and by Company Names. If you need further assistance, please contact the Equal Business Opportunity (EBO) Department Office at (813) 274-5512.

NOTE: In accordance with the Equal Business Opportunity Ordinance 2008-89, The City of Tampa's WMBE policies are narrowly-tailored to identify **underutilized** WMBEs by Industry Category. 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 Section 4. Evaluation of Proposals for the WMBE Participation scoring criteria for this REP. **For this RFP the underutilized WMBE Industry Categories are Construction and Construction-Related Services.**

H. 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 Department Offices website at http://tampagov.net/minority-business-development. Under programs and Services select WMBE and SLBE Directories. These directories include SLBE Certified Companies which are listed by Type of Services and by Company Names. If you need further assistance, please contact the Equal Business Opportunity Department Office at (813) 274-5512.

NOTE: In accordance with the Equal Business Opportunity Ordinance 2008-89, SLBE vendors are eligible for weighted points in the selection process. Refer to Section IV. Evaluation of Proposals for the WMBE/SLBE participation scoring criteria for this RFP.

I. INCURRED EXPENSES

The City is not responsible for any expenses which Developers 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.

J. PROPOSALS BINDING

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

K. GOVERNING LAW/VENUE

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

L. COMPLIANCE WITH LAWS

The Developer 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 Developer 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.

M. 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.

N. EQUAL OPPORTUNITY

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

the Successful Developer and order the Successful Developer to immediately terminate the award/contract with the subcontractor.

O. EMPLOYEE VERIFICATION

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

P. INDEPENDENT CONTRACTOR STATUS

The Developer agrees that its status shall be that of an Independent Contractor during its performance of this Contract. The Developer and Developer's employees and agents have no employer-employee relationship with the City. The City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments; nor will the City furnish any medical or retirement benefits or any paid vacation or sick leave.

Q. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria may not bid on, submit a proposal for, or enter into a contract or renew a contract with an agency or local government entity for goods or services of $1 million or more. Successful Developer certifies that Successful Developer is not in violation of Section 287.135, Florida Statutes.

For Contracts $1,000,000 and greater, if the City determines the Successful Developer submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Successful Developer has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel r is engaged in business operations in Cuba or Syria, the City shall either terminate the Contract after it has given the Successful Developer 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, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

R. 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)]

S. 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 Developer shall comply with the following Statement of Assurance:

During the performance of this Contract, the Successful Developer herein assures the City, that said Successful Developer 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 Developer does not on the grounds of race, color national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said Successful Proposer's employees or applicants for employment.

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

The Successful Developer 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 Developer further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5, as enacted by Ordinance No. 2008-89."

For additional information contact the Equal Business Opportunity Department Office at 813/274-5543 or 813/274-5512 or http://www.tampagov.net.

T. ASSIGNMENT AND SUB-CONTRACTING

No Successful Developer shall assign the award or any rights or obligations there under without the written consent of the City. In the event of such approved Sub-Contracting, the Successful Developer agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached Schedule of Sub-Contracting forms, with the proposal response.

- Schedule of All Sub-Contractors/Consultants/Suppliers Solicited MBD 10
- Schedule of All 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 City/City'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 City/City's representative. A Supplier may be a regular dealer, distributor or manufacturer.

U. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

To ensure fair consideration for all Developers, the City prohibits prospective Developers' 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 email ten (10) days prior to the RFP opening date and time.

V. COMMUNICATION POLICY

During any solicitation period, including any protest and/or appeal, no contact with City officials or employees, other than with the individuals specifically identified in the solicitation, the Director of Purchasing or the legal department is permitted from any Developer. 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.

Note: All questions received via email regarding the RFP will be addressed by the City and answers will be provided by addendum. The City reserves the right to notify the Developer by addendum that the City will no longer allow additional questions regarding the RFP.

W. 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 Developer or Developer, who is allegedly aggrieved in connection with the issuance of a bid solicitation, proposal solicitation or pending award of any Contract in any competitive process utilized by the City of Tampa for procurements of supplies, materials or services and construction of public improvements and has standing to protest under Florida Law. Any protest must be filed in accordance with the City of Tampa Code, Chapter 2, Article V, Division 3, Purchases and Contracts, Section 2-282, Procurement Protest Procedures. Protests not complying with the provisions of this Section shall not be reviewed.

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

X. PROPOSER'S CRIMINAL HISTORY SCREENING PRACTICES

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

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

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

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

Y. INDEMNIFICATION.

The Contractor/Successful Proposer/Successful Developer/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, claims, suits, damages, charges, or expenses (including attorney's fees, whether at trial or appeal) which the City may suffer, sustain, incur, or in any way be subjected to by reason 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. Where the Agreement is for a construction contract for the City, this Section shall be limited to the provisions of Section 725.06, Florida Statutes, with the greater of $1 Million Dollars or a sum equal to the total contract price set as the monetary limitation on the extent of the indemnification.

Z. Z. INSURANCE.

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

END OF GENERAL CONDITIONS

VII. EXHIBITS

The following pages are exhibits to help illustrate some of the past and current planning efforts for the West River Redevelopment Project.

A. CONCEPTUAL DEVELOPMENT PLAN

Figure 2

In Figure 2 above, the graphic depicts an aerial view of an overall conceptual development plan.

B. AERIAL OF CURRENT CONDITIONS

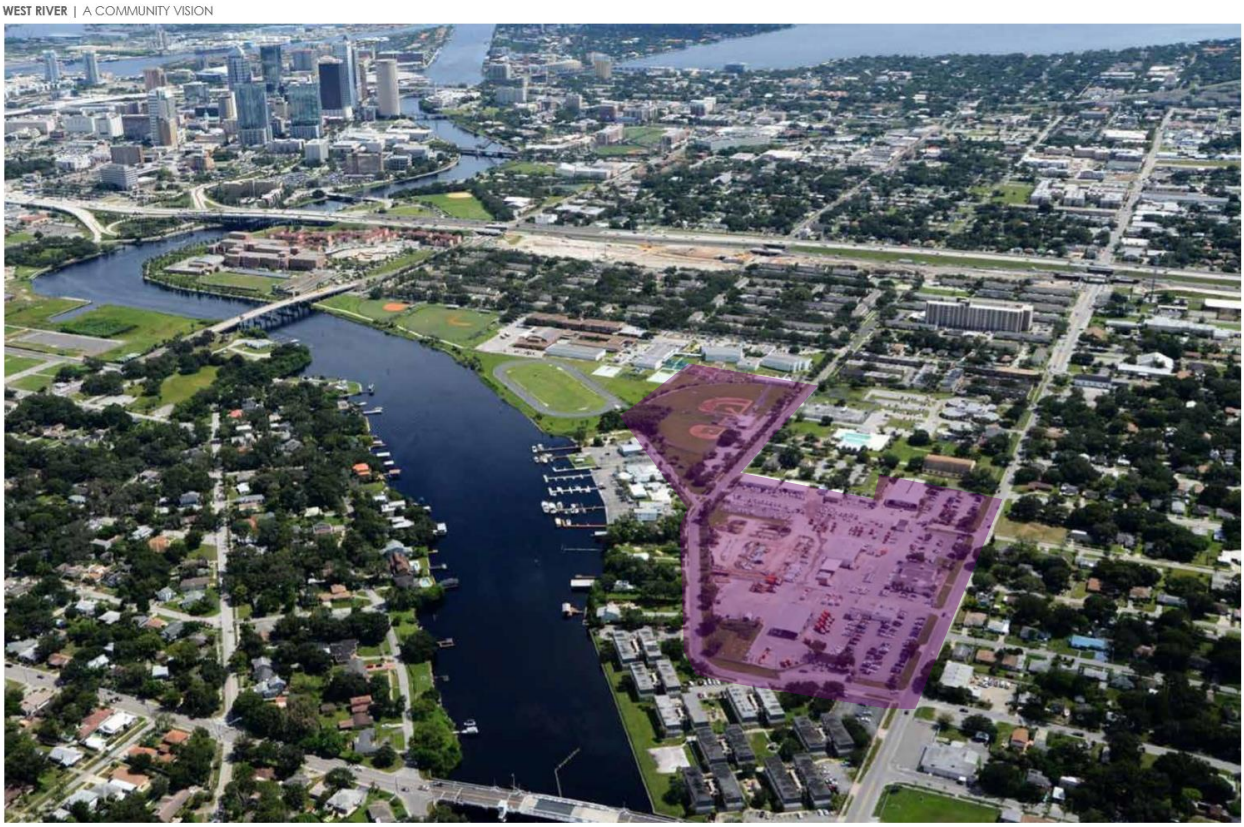


Figure 3

In Figure 3 above, the graphic depicts an aerial view of the project site showing current conditions.

C. OWNERSHIP EXHIBIT

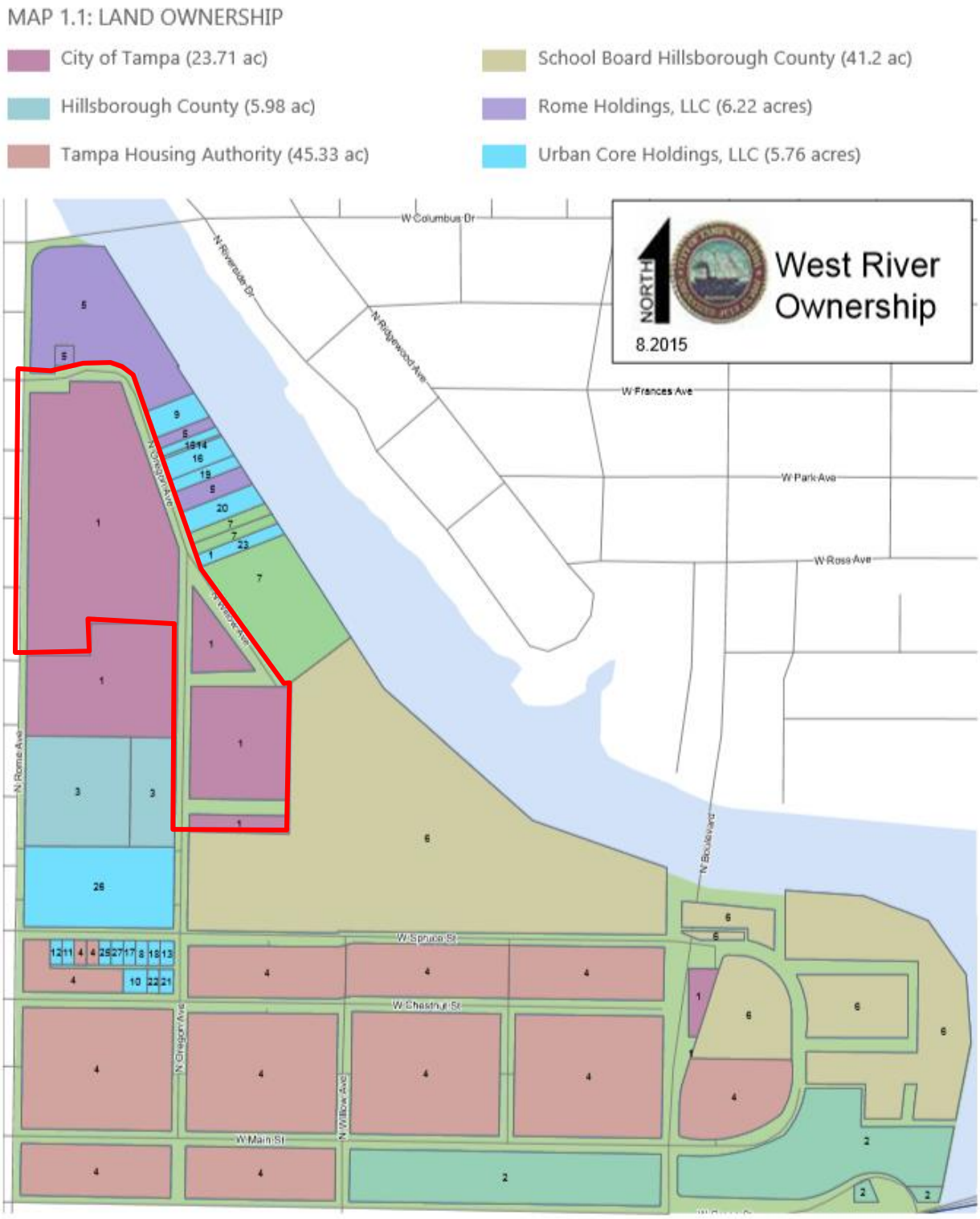


Figure 4

For reference, the project site outlined in red.

D. WATER LINES

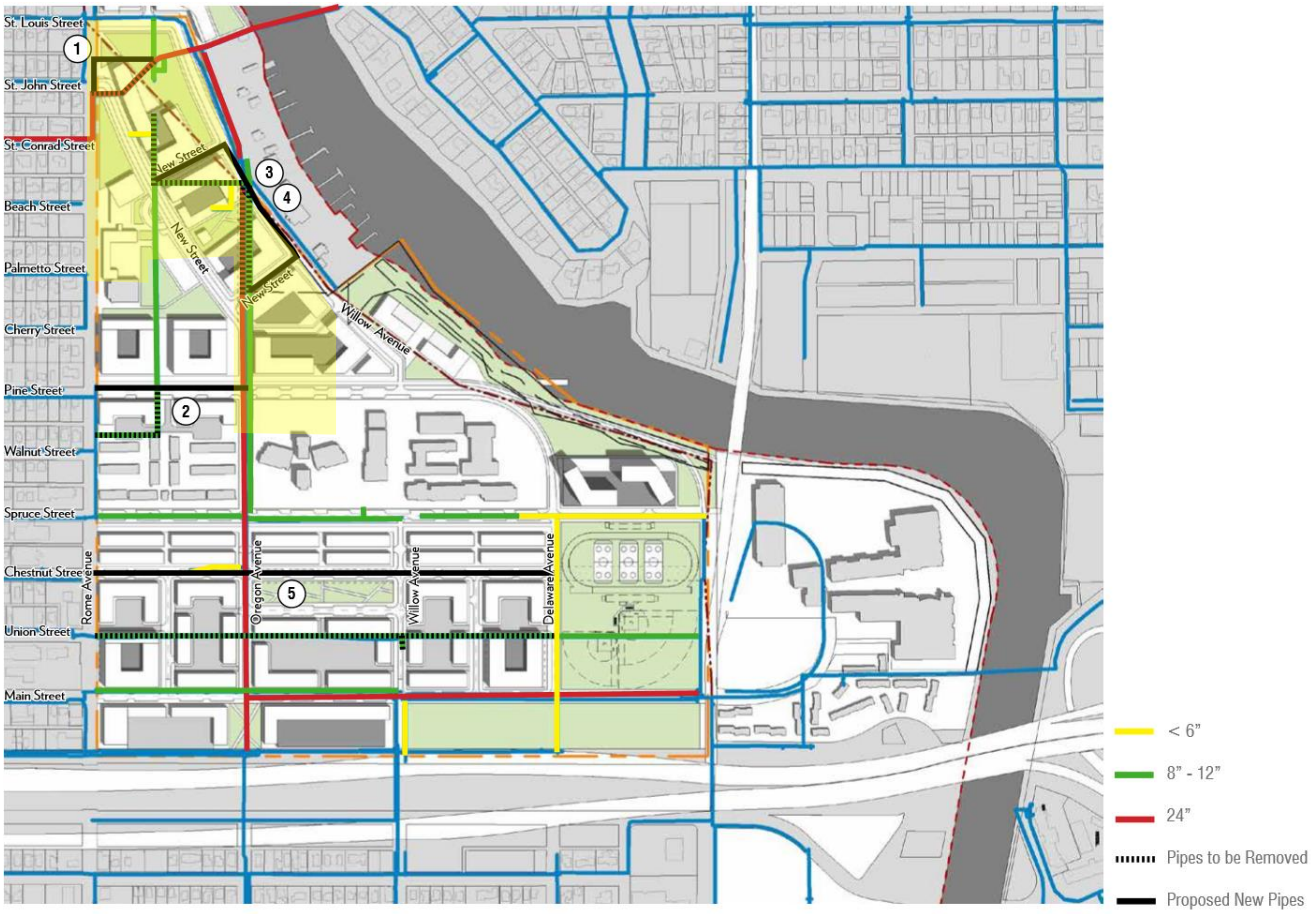


Figure 5

In Figure 5 above, the graphic shows the larger plan for the water lines in the overall development. The project site is highlighted in yellow.

E. UTILITY LINES

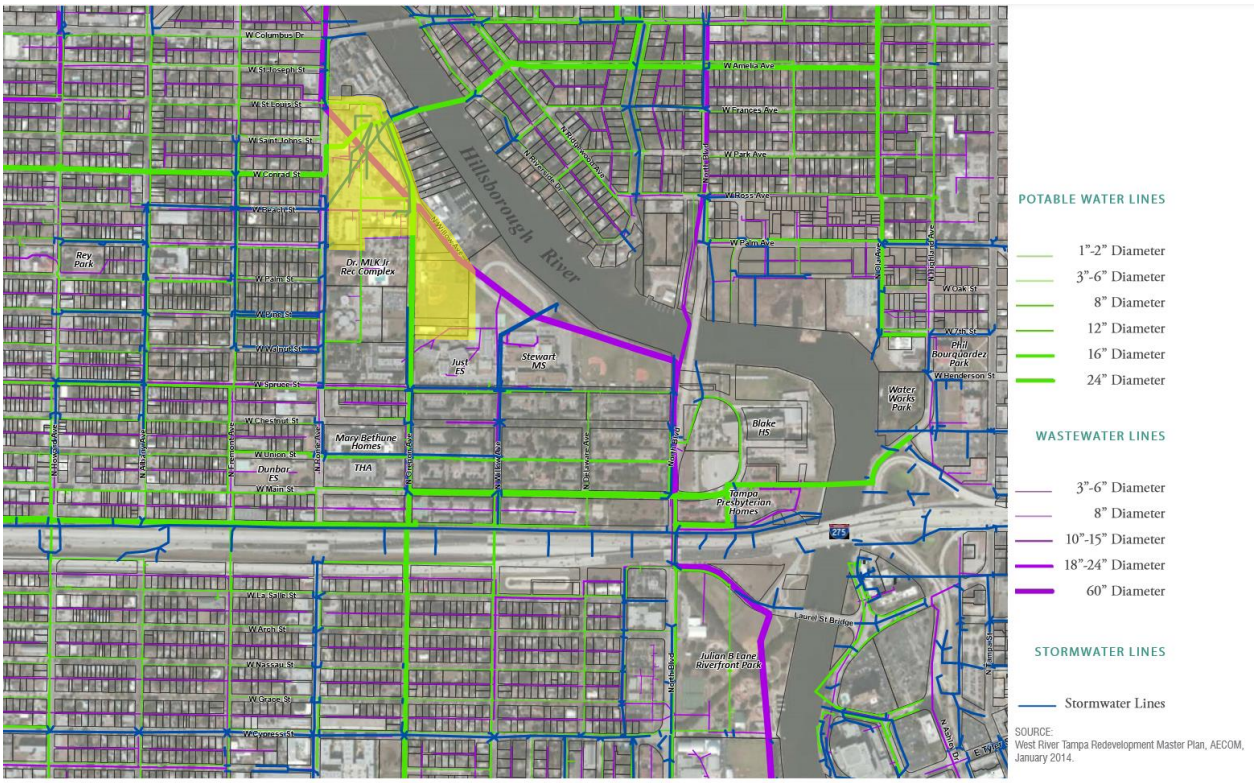


Figure 6

In Figure 6 above, the graphic shows water, wastewater and storm water lines in the overall area. The project site is highlighted in yellow.

Please note the larger utility trunk lines that cross the site. Development proposals will need to take into account any re-routing or accommodations for protecting those lines if they are to remain on the site in the proposal.

F. INFRASTRUCTURE PLANNING

Wastewater - Wastewater service is provided by the City of Tampa. Wastewater from the study area is discharged through the 60" West River Interceptor and processed at the Howard F. Curren Advanced Wastewater Treatment Plant.

Wastewater Treatment Plant - The 60" pipe has approximately 25% available capacity, which translates to roughly 6500 GPM. While the system does have some capacity, the amount of additional wastewater flows discharging to the treatment plant from the redevelopment has yet to be determined and further analysis is required. Many of the pipes in the study area are older vitrified clay pipes (VCP) and will likely require replacement based on the final redevelopment layout.

Potable Water - Potable water service is provided by the City of Tampa. Tampa's potable water is primarily supplied by the David L. Tippin Water Treatment Facility. The existing water usage in the study area is approximately 248,000 gallons per day. The existing 24" water main that provides water services to the study area appears to have ample capacity for the redevelopment. Depending on the final location of the development within the area, some distribution improvements may be necessary.

Stormwater - There are significant existing stormwater management facilities located onsite, including large conveyance pipes and a stormwater pond. The project must meet water quality treatment and attenuation requirements for redevelopment, and demonstrate no adverse offsite flooding impacts.

Electrical Transmission - The major overhead electrical transmission lines running along the west side of North Blvd and the north side of W Main Street.

Natural Gas - Natural Gas is available throughout the study area through TECO Peoples Gas, with a major trunk line running along W Main St. North Boulevard Homes is currently served by a master meter and all internal piping beyond the meter is the responsibility of the Tampa Housing Authority.

Figure 7

G. FUTURE PUMP STATION LOCATION

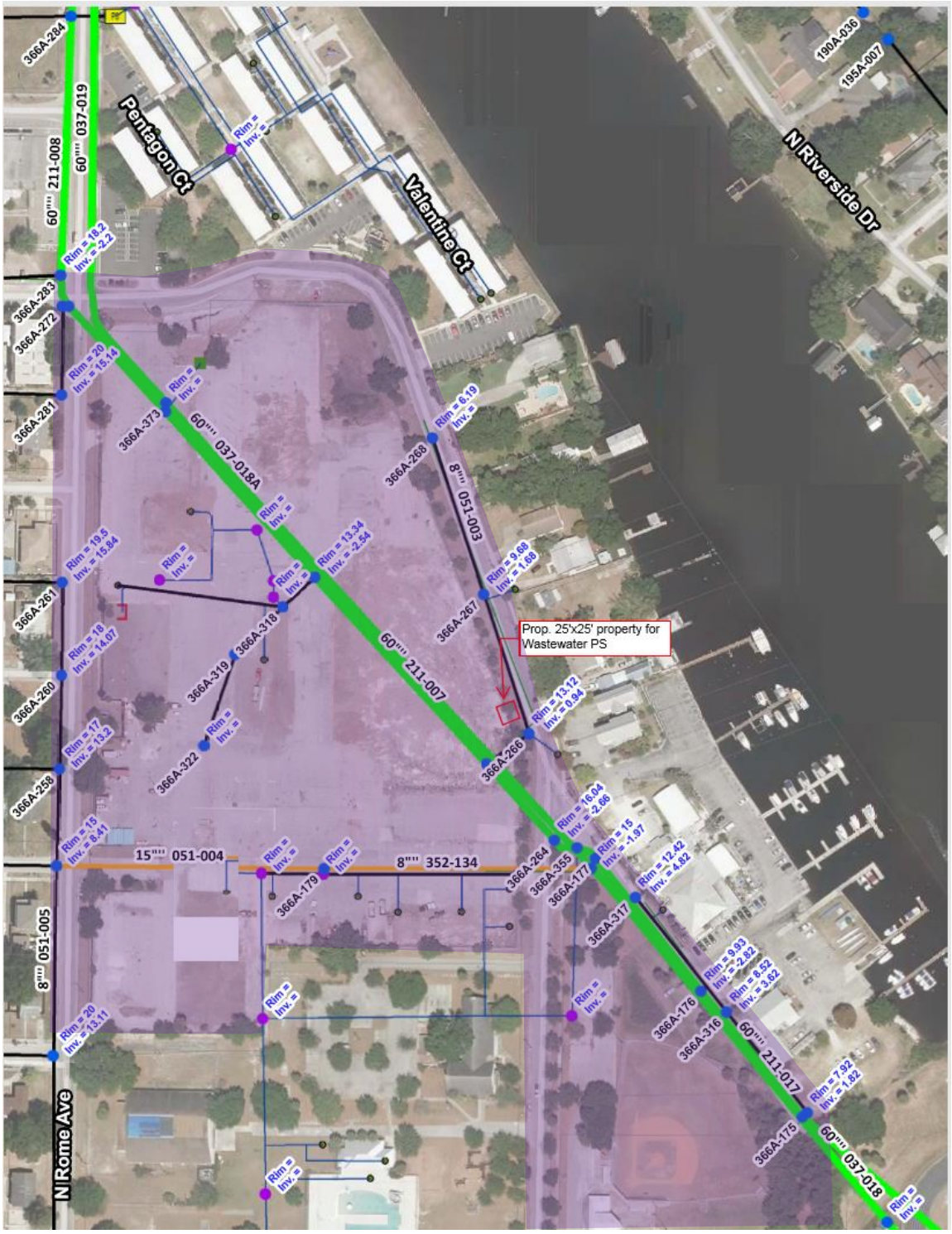


Figure 8

In Figure 9 above, the Wastewater Department is reserving space for a parcel that is approximately 25'x25' for a future pump station to serve this area.

H. CURRENT USES ON SITE

The current uses on the site are city supported projects with limited time durations. The north half is being used as a lay down yard for a city stormwater project. The southern half of the site used for non-profit for holiday related activities until the end of the calendar year 2020.

Information about City Project using the Lay Down Yard

Contract Number: 17-C-00003

Title: Cypress Street Outfall Regional Stormwater Improvement Design-Build

Contractor: Woodruff & Sons, Inc.; Notice to Proceed: July 24, 2019

Estimated Completion Date: November 2021

Project Scope: Project provides for Design-Build services to include but not limited to the construction of a major storm water conveyance system to include approximately 7,300 linear feet of box culvert, laterals, inlets, interconnections to the existing stormwater system, and associated utility installation and/or relocations along Cass Street from North Boulevard to Rome Avenue; Rome Avenue from Cass Street to Kennedy Boulevard; and Gray Street from Rome Avenue to Armenia Avenue.

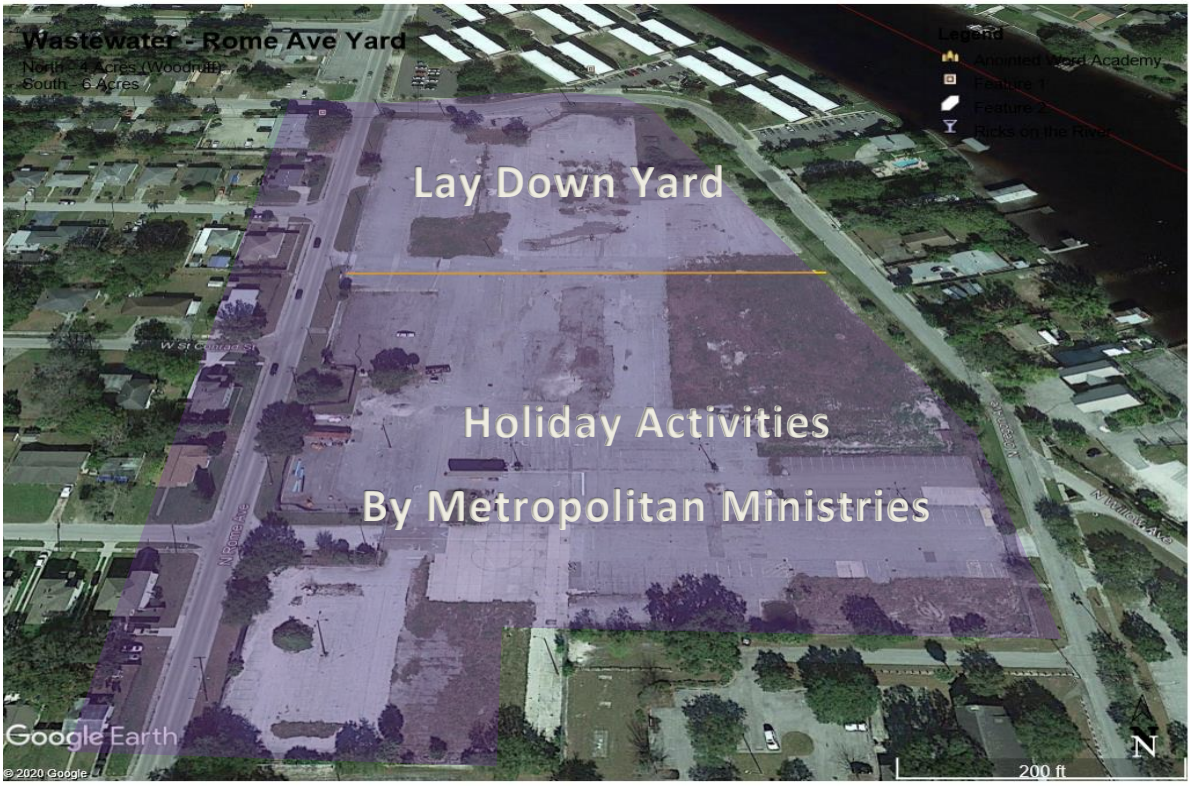
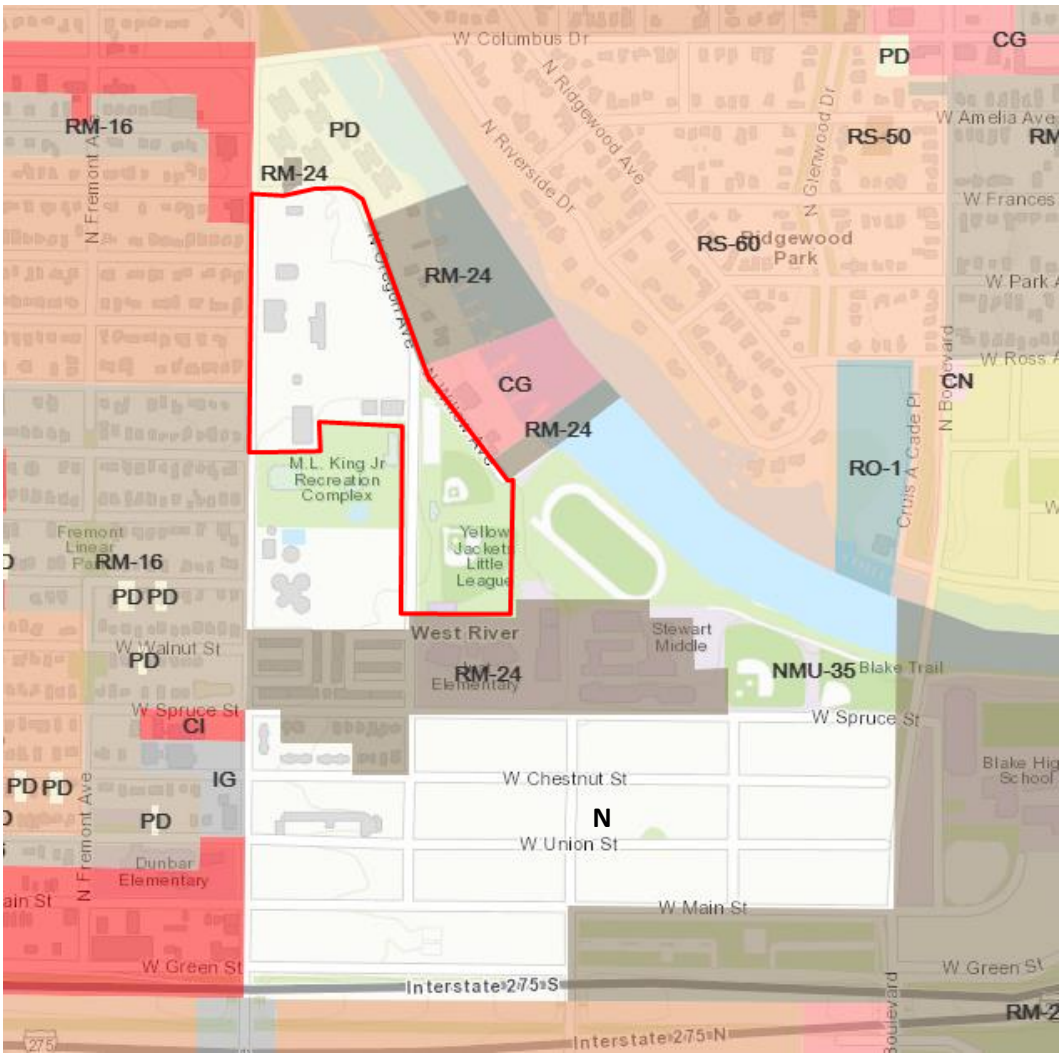


Figure 9

Figure 8 (Above): The yellow line represents a temporary fence dividing the Rome Yard. The area north of the yellow line (approximately 4 acres) is currently being used by the City's contractor, Woodruff and Sons. The area of the Rome Yard south of the yellow line (approximately 6 acres) has been used by Metropolitan Ministries for holiday activities.

I. CURRENT ZONING



Property is Zoned NMU – 35

Regulations related to this zoning district may be reviewed at www.municode.com, Article III, Division 2., Subdivision 6., Section 27-212 through Section 27-212.7. This zoning district includes standards related to urban form including prescribed build-to-lines, façade design elements, and landscaping. The allowable uses and special uses are also located within this section of the Land Development Code.

Sec. 27-212. - The Neighborhood Mixed Use (NMU) Districts; applicability.
Sec. 27-212.1. - General administrative procedures.
Sec. 27-212.2. - Establishment of the sub-districts and associated general land development regulations by sub-district.
Sec. 27-212.3. - General development standards for Neighborhood Mixed Use-16, -24, -35 Districts.
Sec. 27-212.4. - Schedule of allowable, permitted, and prohibited uses by district.
Sec. 27-212.5. - Parking layout, general design and materials, and access management.
Sec. 27-212.6. - Landscaping, tree planting, screening.
Sec. 27-212.7. - Other supplemental regulations.

J. ROME AVENUE IMPROVEMENTS (BUILD GRANT AWARD)

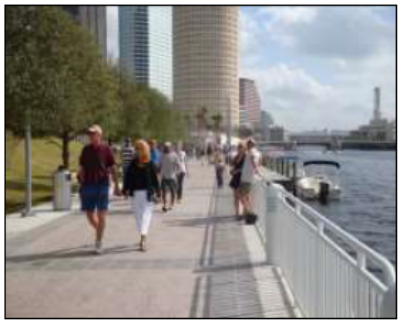
TAMPA MULTIMODAL NETWORK AND SAFETY IMPROVEMENTS
BUILD APPLICATION

This project will complete the final segments, which include the multimodal paths, complete streets, and under bridge/over water segments. The multimodal path segments to be completed are the Tony Jannus Park, Plant Park, Tampa Prep, Blake Trail, Stewart Middle School, and the Dr. Martin Luther King Recreation Center, Columbus Avenue, and the Riverwalk Connection. The multimodal path work to be completed includes site work, new pavement, guard rails, lighting, landscaping, and seawall repair or new installation.

In addition to the multimodal path along the river, the City of Tampa we will construct complete street enhancements on adjacent street routes through the surrounding neighborhoods in order to improve access to multimodal connections as well as provide additional, safe transportation alternatives.

Rome Ave. is a key north-south connector for the City of Tampa, as it provides an important connection under Interstate 275 to surrounding neighborhoods including Tampa's Downtown, and provides access to employment centers, schools, hospitals, and other institutions. The current facility lacks key safety features, has intermittent sidewalks and lacks pedestrian crossings. This project will provide Rome Ave. with complete streets enhancements to provide a safe, convenient, and low-stress connector for all transportation. To support a low-stress network the City plans to include on-street bike facilities, enhanced crosswalks, and pedestrian walkways. Vertical deflection features such as raised intersections or crosswalks.

The completed multimodal network will connect ethnically diverse and economically disadvantaged communities directly to the central business district and other employment centers by providing an efficient, safe, and environmentally sustainable transportation route. Completion of the multimodal network will create a continuous, and therefore much more useful, pathway along the waterfront and through adjacent neighborhoods that will link numerous commercial and residential destinations. The multimodal network also connects to other trails, bicycle routes, and transit options within downtown. The facility increases the safety of pedestrian and bicycle travel because it will pass under all bridges and remain separated from vehicle traffic, removing these travelers from the roadway. This additionally increases safety for motorists because the traffic flow will not have to stop to allow pedestrians and bicyclists to cross over



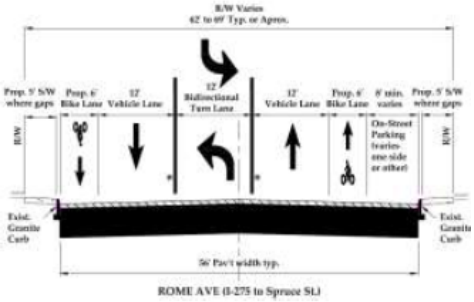


Figure 10 - BUILD Grant Application - Rome Avenue Improvements

Figure 10 above is a clip of a page from the Application for Better Utilizing Investments to Leverage Development (BUILD) Grant that was awarded to the City of Tampa.

VIII. FORMS

The following pages are required forms mentioned in this Request for Proposal. The following are the list of forms that are required for submission for the Request for Proposal.

- Developer's Affidavit and Proposal Signature Form
- Proposal Signature Form
- DMI Forms (1 through 4)
- Official Letter of Intent
- MDB Form-70
- Conflict of Interest Disclosure Form

The remainder of this page is left blank intentionally.

DEVELOPER'S AFFIDAVIT AND PROPOSAL SIGNATURE FORMS

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

_____

AFFIANT'S NAME

Who, after being duly cautioned and sworn, and being fully aware of the penalties of perjury, does hereby depose and declare, on his own behalf or as a representative on behalf of a partnership or corporation, or other entity that is the Developer in the matter at hand, as follows:

1. That the Developer, if a natural person, is of lawful age.

2. That if the Developer is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.

3. That if the Developer is operating under a fictitious name, Developer has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;

4. That the Developer has not submitted a rigged Bid, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this bid with any other natural person, partnership, corporation or other entity making a bid for the same purpose. The Developer has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.

5. In the event that the City determines that the Developer has participated in any collusive, deceptive or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Developer. The contract let under such circumstances shall be deemed invalid.

6. That the Developer is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County or the State of Florida.

7. That no officer or employee of the City, either individually or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract or award to this Developer; nor does the Developer know of any City officer or employee having any financial interest in assisting the Developer to obtain, or in any other way effecting, the award of the contract to this Developer.

FURTHER AFFIANT SAYETH NOT.
Developer: Complete the applicable acknowledgement for an Individual Acting in His/Her Own Right or an Entity (by type):

FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT

State of _____
County of _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____20_____, by _____, who is personally known to me or who has produced identification and who did (did not) take an oath.

_____ _____
Signature of Notary Public Signature of Affiant

Notary Public
State of: _____
My Commission
Expires: _____

_____ _____
Printed, typed or stamped Printed or typed name of Affiant
Commissioned name of notary public

FOR AN ENTITY

State of _____
County of _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____20____, by _____, as _____, of _____ a ☐ Partnership, ☐ Joint Venture, ☐ Corporation, ☐ Joint Venture, ☐ Limited Liability Company (LLC) or ☐ Other _____, on behalf of such entity. Such individual is personally known to me or has produced identification.
Type of identification produced: _____

_____ _____
Signature of Notary Public Signature of Affiant

Notary Public
State of: _____
My Commission
Expires: _____

_____ _____
Printed, typed or stamped Printed or typed name of Affiant
Commissioned name of notary public

PROPOSAL SIGNATURE FORM
FOR REAL ESTATE DEVELOPMENT OF ROME YARD MIXED-USE DEVELOPMENT

In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to provide **REAL ESTATE DEVELOPMENT OF ROME YARD MIXED-USE DEVELOPMENT,** in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation. This completed Proposal Signature form must be submitted with the Proposer's written proposal and will become a part of any agreement that may be awarded. This Proposal Signature Form must be signed by an authorized representative with ink-pen (electronic signature or copy of signature is prohibited), as defined in Section V. Project Proposals, Subsection C. Required Documents for Submittal of this RFP. **If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.**
Please type or print:

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____Title:_____

Federal ID #.: _____Telephone No.: _____Email:_____

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

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

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

Minority Business Status: [ ] Black [ ] Hispanic [ ] Woman [ ] Other

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

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

Sub-Contracting Submittals required: Forms MBD-10, MBD-20 must be submitted with the bid/proposal.
By signing this Proposal Signature Form, the Proposer complies with all of the requirements of the RFP package including but not limited to Communication Policy and City of Tampa Ethics Code contained in SECTION II. GENERAL CONDITIONS.
NOTE: When Developer is a corporation, the president, vice president or other person duly authorized to bind the corporation shall set out the corporate name in full beneath which he/she shall sign his/her name and give the title of his/her office or position. The proposal shall also bear the seal of the corporation attested by its corporate secretary. **Proposals signed by a person other than an officer of the corporation, shall be accompanied by evidence of authority.**

Authorized Signature: _____ Date:_____

SUB-CONTRACTING FORMS AND PAYMENT FORMS

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

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

Contract No.: **20-P-00042** Contract Name: **RFP FOR ROME YARD MIXED-USE DEVELOPMENT**
Company Name:_____ Address:_____
Federal ID:_____ Phone:_____ Email:_____

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

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

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

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

S = SLBE W=WMBE O = Neither Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N

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

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

Signed:_____ Name/Title:_____ Date:_____

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

MBD 10 rev./effective 02/2016

Page 2 of 4 – DMI Solicited/Utilized

Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form (Form MBD-10)

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

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

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

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

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

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

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

Contract No.: **20-P-00042** Contract Name: **RFP FOR ROME YARD MIXED-USE DEVELOPMENT**
Company Name:_____Address:_____
Federal ID:_____ Phone:_____:_____ Email:_____

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

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

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

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

[ ] No Firms are listed to be utilized because:_____

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

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

S = SLBE W=WMBE O =Neither Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	$ Amount Letter of Intent (LOI) if available	Percent of Scope or Contract %

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

Total ALL Subcontract / Supplier Utilization $_____
Total SLBE Utilization $ _____
Total WMBE Utilization $ _____
Percent SLBE Utilization of Total Bid/Proposal Amt. _____% Percent WMBE Utilization of Total Bid/Proposal Amt. _____%

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

Signed:_____ Name/Title:_____ Date:_____

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

MBD 20 rev./effective 02/2016

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

(Form MBD-20)

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

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

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

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

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

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

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

(FORM MBD-30)

Contract No.: **20-P-00042** WO#,(if any): Contract Name: **RFP FOR ROME YARD MIXED-USE Development**
Contractor Name:_____ Address:_____
Federal ID:_____ Phone:_____ _____ Email:_____
GC Pay Period:_____Payment Request/Invoice Number:_____ City Department:_____
Total Amount Requested for pay period: $_____ Total Contract Amount (including change orders):$_____

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

Type Trade/Work Activity []Sub []Supplier Federal ID	Company Name Address Phone & Fax	Total Sub Contract Or PO Amount	Amount Paid To Date Amount Pending Previously Reported	Amount To Be Paid For This Period Sub Pay Period Ending Date
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

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

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

Signed:_____ Name/Title:_____ Date:__

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

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

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

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

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

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

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

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

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

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

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

Bid/Proposal/Contract Number: _____

Bid/Proposal/Contract Name: _____

A. To be completed by the Bidder/Service Provider

Name of Bidder: _____
Address: _____
_____

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

B. To be completed by WMBE/SLBE

Name of WMBE/SLBE: _____
Address: _____
_____

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

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

_____
_____
_____

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

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

Bidder/Proposer:_____ Date: _____
Signature and Title

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

Rev. 10/12/12 MBD 40

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

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

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

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

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

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

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

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

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

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

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

Procurement Guidelines
To Implement
Minority & Small Business Participation

Underutilized WMBE Primes by Industry Category

FORMAL PROCUREMENT

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

Underutilized WMBE Sub-Contractors / Sub-Consultants

SUB WORK

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

Policy

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

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

Industry Categories

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

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

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

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

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

MBD Form-70

ATTACHMENT C - CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

YES _____ NO _____

NAME(S) / POSITION(S)

_____

_____

_____

_____

FIRM NAME: _____

BY (PRINTED NAME): _____

BY (SIGNATURE): _____

TITLE: _____

DATE: _____

EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS

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

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

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

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

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

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

E. **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 $1M per occurrence and $2M aggregate; 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.

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: ☒ Purchasing Department, 306 E Jackson Street, Tampa, FL 33602
☒ Other: City of Tampa Insurance Compliance c/o Ebix BPO, PO Box 100085- ZS, Duluth, GA 30096

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

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

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

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

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

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

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

REVISED 3/13/2020