



City of Tampa
Jane Castor, Mayor

Purchasing Department
DeAnna Faggart, NIGP-CPP, CPPO, CPPB
Director

2555 E. Hanna Avenue, 2nd Floor
Tampa, Florida 33610

Office (813) 274-8351

Fax: (813) 274-8355
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**REQUEST FOR PROPOSALS (RFP) OVERVIEW FOR
SUPPLY, OPERATIONS, AND MANAGEMENT OF AFFORDABLE RENTAL HOUSING FOR HOME AMERICAN
RESCUE PLAN ("HOME-ARP") QUALIFYING POPULATIONS AND OTHER ELIGIBLE BENEFICIARIES (REBID)**

Sealed proposals for **SUPPLY, OPERATIONS, AND MANAGEMENT OF AFFORDABLE RENTAL HOUSING FOR HOME-ARP QUALIFYING POPULATIONS AND OTHER ELIGIBLE BENEFICIARIES, RFP #111091624** will be received by the Director of Purchasing, City of Tampa, until **2:00 PM September 16, 2024**; then to be opened. City of Tampa may also be referred to hereafter as "The City of Tampa" or the "City".

A NON-**MANDATORY PRE-PROPOSAL TECHNICAL ASSISTANCE HOUSING AND COMMUNITY DEVELOPMENT CONFERENCE ("Pre-Proposal")** will be held at **09:00 AM, AUGUST 12, 2024**, at **2555 E. Hanna Avenue – 2nd floor, Tampa, Florida 33610** to discuss the above referenced subject. All proposer representatives attending the Non-Mandatory Pre-Proposal are required to present valid government issued photo identification at the sign-in desk.

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

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

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

Questions regarding Vendor Registration, accessing RFP documents or submission assistance within the GETALL system shall be emailed to support@getall.com. Reference RFP # and name in email subject line. Questions pertaining to the RFP document/specifications will be accepted up to the request for clarifications date set forth in Section I. (SCOPE OF SERVICES), Subsection 3. (SCHEDULE OF RFP EVENTS) and shall be submitted within the GETALL system. Per The City of Tampa's Communication Policy during any solicitation period including any protest and/or appeal, there should be no contact with City officials or employees, other than the Analyst, the Director of Purchasing or the Legal Department, permitted from any Proposer. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

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

Electronic submittals shall be performed in the GETALL system via link (https://erfp.integratise.com/getall/registration_initial_tmp.asp?c=&p=111091624&d=09/16/2024). **To ensure that an electronic submittal is received by the opening date and time, it is recommended that the Proposer submit their documents with adequate time allowed prior to the deadline.** Proposer shall receive an email confirmation of their proposal submittal after clicking on the Confirm Bid button in the GETALL system. **The Proposer shall be responsible for**

confirming that their submittal is received by the deadline. Any submittal received after the closing date and time will not be considered.

INSTRUCTIONS TO PROPOSERS

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

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

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

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

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

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

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SECTION I. SCOPE OF SERVICES

1. RFP BACKGROUND

The City of Tampa is soliciting proposals, on behalf of the City's Housing and Community Development ("HCD"), for the supply and/or development, operations and management of affordable rental housing for HOME-ARP Qualifying Populations (as defined below in Section I. (SCOPE OF SERVICES), Subsection 13. (ELIGIBLE BENEFICIARIES), Subsection 13.1 (Qualifying Populations)) and other eligible beneficiaries (as described below in Section I. (SCOPE OF SERVICES), Subsection 13. (ELIGIBLE BENEFICIARIES), 13.2 (Low-Income Households)).

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

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

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

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

2. HOME-ARP PROJECT FUNDING

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

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

In addition to proposers including the utilizing of HUD HOME-ARP funding in its HOME-ARP Project proposal, a proposer may leverage funding resources of its own that may include but not be limited to, private equity, loans from lending

institutions, and/or funds from Federal, State, or local programs such as "Low-Income Housing Tax Credits" ("LIHTC(s)"), "Tax-Exempt Multifamily Housing Revenue Bonds", "Supportive Housing Program", "Federal Home Loan Bank Affordable Housing Program" and/or the "Florida Housing Trust Fund".

3. SCHEDULE OF RFP EVENTS

Monday, August 12, 2024: Non-mandatory Pre-Proposal Technical Assistance
Housing and Community Development Conference at 09:00 AM to 10:00 AM (EST)
2555 E. Hanna Avenue - 2nd Floor (Purchasing Conference Room)
Tampa, FL 33610

Monday, August 26, 2024: Clarification questions due by 11:59 AM (EST)

Monday, September 16, 2024: Proposals due on or before 03:00 PM (EST)

TBD*: RFP Committee Meeting - TBD (EST)

TBD*: RFP Committee Proposer Interviews/Demonstrations - TBD (EST) (if applicable)

*Time and date shall be set forth in a forthcoming addendum.

Pre-Proposal

The City of Tampa shall conduct an in-person non-mandatory Pre-Proposal at 09:00 AM (EST) on August 12, 2024. All proposers are strongly encouraged to review this RFP in full prior to attending the non-mandatory Pre-Proposal. Proposers will be provided with an opportunity to ask specific questions related to this RFP and its scope of work during the Pre-Proposal.

After the Pre-Proposal, all questions regarding this RFP must be submitted in writing to the City as set forth in the RFP Overview above. For the avoidance of doubt, questions shall only be submitted to the City via GETALL; no other inquiries (including emails) will be responded to.

4. PROPOSER PREREQUISITES

- a. Proposers shall have at least two (2) years of continuous experience immediately prior to the opening date and time of this RFP as a business engaged in each of the following services: (i) the supply, acquisition, rehabilitation, and/or construction of rental housing units; (ii) operations and management of rental housing units; and (iii) affordable housing services to Qualifying Populations and low-income individuals for government agencies and/or non-profit organizations similar in scale to the services proposed in its proposal response to this RFP, funded by federal funds, and furnished under contract.
- b. During the time period described in Section I. (SCOPE OF SERVICES), Subsection 4. (PROPOSER PREREQUISITES), paragraph (a) immediately above, proposers shall have satisfactorily performed or shall be performing under at least one (1) contract for another government agency and/or non-profit organization requiring similar scope of services to those set forth herein. Such a determination of satisfactory performance shall be in the City's sole discretion.
- c. In the event a proposal is submitted by a joint venture, the immediately foregoing prerequisites will be considered with respect to such proposal as follows: the prerequisites in paragraphs (a) and (b) above, will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. The prerequisite in subparagraph (c) above, will be considered satisfied if the annual gross income of the joint venture itself meets the prerequisite or the gross income of the participants in the joint venture cumulatively meets the prerequisite. (s) against any HOME-ARP Project property in which the City has provided funding to an Awardee to acquire, rehab, and/or construct property as further described in Subsections 5.2., 5.3., and 5.4.

below and/or (b) apply applicable land use restriction(s) against any HOME-ARP Project. Each proposer's proposed HOME-ARP Project shall consist of a minimum of ten (10) units reserved exclusively for tenancy by Qualifying Populations. At least seventy percent (70%) of units acquired, rehabbed or constructed in a HOME-ARP Project with HOME-ARP funds shall be reserved for tenancy by households in the Qualifying Populations. No more than thirty percent (30%) of housing units shall be used for market rate rentals and/or other purposes (e.g., retail, units available for resale).

5. SUPPLY, ACQUISITION, REHABILITATION, CONSTRUCTION OF HOME-ARP PROJECTS

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

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

5.1. Supply of Existing Housing Units;

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

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

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

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

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

5.4. New Construction of Rental Housing Units.

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

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

6. HOME-ARP PROJECT SITE/PROPERTY CONDITIONS

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

- a. be located within the city limits of the city of Tampa, Florida;

- b. be no more than a quarter (1/4) mile o an existing Hillsborough Area Regional Transit Authority (“HART”) bus stop and/or streetcar system stop (currently known as “TECO Line Streetcar”) ;
- c. have sites currently under proposer’s ownership and control or to be under proposer’s ownership and control within a timeline acceptable by the City after receipt of an award resulting from this RFP;
- d. contain a design and plan appropriate for the proposed site;
- e. comply with existing City zoning requirements and/or include a reasonable plan to obtain City zoning approval for any non-compliant items;
- f. include disclosure of any applicable historic preservation requirements.

Eligible HOME-ARP Project rental housing types includes “housing” as defined at 24 CFR 92.2, including but not limited to manufactured housing, single-room occupancy (“SRO”) units, and permanent supportive housing.

Emergency shelters, hotels, and motels (including those currently operating as non-congregate shelters), nursing homes, residential treatment facilities, correctional facilities, halfway houses, and housing for students or dormitories do not qualify as eligible HOME-ARP Project housing types. However, HOME-ARP Project funds may be used to acquire and rehabilitate such facilities into eligible HOME-ARP Project rental housing types.

HOME-ARP Project rental units may consist of SRO units. For the purposes of HOME-ARP Project rental units, an SRO unit is defined as a unit that is the primary residence of the occupant(s) and must at least contain sanitary facilities but may also contain food preparation facilities. A HOME-ARP Project SRO must comply with the City’s zoning and building code laws.

7. HOME-ARP PROJECT PERSONNEL

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

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

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

8. HOME-ARP PROJECT OPERATIONS AND MANAGEMENT

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

In the event housing units for a HOME-ARP Project reside in a property and/or development with non-HOME-ARP Project units, Awardee(s) shall also be responsible for such necessary operations and management for the non-HOME-ARP Project units. However, Awardee’s portion of costs for such operations and management for non-HOME-ARP Project units shall not be eligible for funding hereunder.

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

9. HOME-ARP PROJECT BUDGET

Proposers shall include in its proposal its required budget to supply, acquire, rehabilitate, and/or construct HOME-ARP Project housing units and its costs to operate and manage the HOME-ARP Project housing units. The budget shall be an itemization of all hard and soft costs related to the HOME-ARP Project, including sufficient operating funds to provide adequate maintenance during the minimum compliance period described in Section I. (SCOPE OF SERVICES), Subsection 18. (MINIMUM COMPLIANCE PERIOD) below. All proposer budgeted costs shall be reasonable and appropriate to its proposed HOME-ARP Project design, and necessary to supply the affordable housing units. Proposer's budget shall meet and/or exceed the City's underwriting requirements. In the event a proposer's HOME-ARP Project will reside on property that contains non-HOME-ARP Project units, such proposer shall clearly distinguish its portion of costs for HOME-ARP Project housing units from non-HOME-ARP Project units. For the avoidance of doubt, only eligible costs as described in Section I. (SCOPE OF SERVICES), Subsection 19. (ELIGIBLE COSTS) below shall be eligible for HOME-ARP Project funding; proposer's costs for non-HOME-ARP Project units are not eligible for funding.

Proposers' budgets shall also include its HOME-ARP Project income projection plan. Such income projection plans shall be reasonable and supported by current market trends and data. Proposers' income projection plans shall also be adequate to cover all such proposers' HOME-ARP Project operating costs.

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

10. HOME-ARP PROJECT TIMELINE

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

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

10.2. Operations and Management of HOME-ARP Project:

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

11. HOME-ARP DISPLACEMENT

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

12. FUNDS PAYMENT SCHEDULE AND TERMS

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

13. ELIGIBLE BENEFICIARIES

13.1. Qualifying Populations

The City requires that HOME-ARP Project funds be used to primarily benefit individuals and families in the following specified Qualifying Populations (as defined below). Any individual or family who meets the criteria for Qualifying

Populations are eligible to reside in a unit funded through HOME-ARP Project funds without meeting additional criteria (e.g., additional income criteria).

“Qualifying Populations” include:

1. Homeless, as defined in 24 CFR, Statue 91.5 (Definitions) (1), (2), or (3):

- a. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - i. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - ii. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
 - iii. An individual who is exiting an institution where he or she resided for ninety (90) days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
- b. An individual or family who will imminently lose their primary nighttime residence, provided that:
 - i. The primary nighttime residence will be lost within fourteen (14) days of an date of application for homeless assistance;
 - ii. No subsequent residence has been identified; and
 - iii. The individual or family lacks the resources or support networks (e.g., family, friends, faith-based, or other social networks) needed to obtain other permanent housing.
- c. Unaccompanied youth under 25 years of age or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
 - i. Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 United States Code (U.S.C.) 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
 - ii. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the sixty (60) days immediately preceding the date of application for homeless assistance;
 - iii. Have experienced persistent instability as measured by two (2) moves or more during the sixty (60)-day period immediately preceding the date of applying for homeless assistance; and
 - iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school

degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

2. At risk of Homelessness, as defined in 24 CFR 91.5, at risk of homelessness:
 - a. An individual or family who:
 - i. Has an annual income below thirty percent (30%) of median family income for the area, as determined by HUD;
 - ii. Does not have sufficient resources or support networks (e.g., family, friends, faith-based or other social networks) immediately available to prevent them from moving to an emergency shelter or another place described in this Subsection 13.1 (Qualifying Populations), Paragraph 1. (Homeless); and
 - iii. Meets one of the following conditions:
 1. Has moved because of economic reasons two (2) or more times during the sixty (60) days immediately preceding an application for homelessness prevention assistance;
 2. Is living in the home of another because of economic hardship;
 3. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within twenty-one (21) days after the date of application for assistance;
 4. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
 5. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the United States (U.S.) Census Bureau;
 6. Is exiting a publicly funded institution, or system of care (e.g., health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
 7. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in The City of Tampa Consolidated Plan.
 - b. A child or youth who does not qualify as "at risk of homeless" under this Subsection 13.1 (Qualifying Populations), Paragraph 2. (At Risk of Homelessness), but qualifies as "at risk of homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(l) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(l)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
 - c. A child or youth who does not qualify as "at risk of homeless" under this Subsection 13.1 (Qualifying Populations), Paragraph 2., but qualifies as "at risk of homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him).

3. Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD.
- a. For HOME-ARP Project units, this population includes any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This population includes cases where an individual or family reasonably believes that there is a threat of imminent harm from further violence due to dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return or remain within the same dwelling unit. In the case of sexual assault, this also includes cases where an individual reasonably believes there is a threat of imminent harm from further violence if the individual remains within the same dwelling unit that the individual is currently occupying, or the sexual assault occurred on the premises during the ninety (90)-day period preceding the date of the request for transfer.
 - b. Domestic violence, which is defined in 24 CFR 5.2003 includes felony or misdemeanor crimes of violence committed by:
 - i. A current or former spouse or intimate partner of the victim (the term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship);
 - ii. A person with whom the victim shares a child in common;
 - iii. A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
 - iv. A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving HOME-ARP funds; or
 - v. Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
 - c. Dating violence which is defined in 24 CFR 5.2003 means violence committed by a person:
 - i. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - ii. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - 1. The length of the relationship;
 - 2. The type of relationship; and
 - 3. The frequency of interaction between the person(s) involved in the relationship.
 - d. Sexual assault which is defined in 24 CFR 5.2003 means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.
 - e. Stalking which is defined in 24 CFR 5.2003 means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

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

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

13.2. Low-Income Households

Up to thirty percent (30%) of units assisted with HOME-ARP funds can be occupied by households defined as low-income. Such units are subject to income targeting and rent requirements established under the HOME-ARP rental

program rules set forth in the HUD Requirements and are only permitted in HOME-ARP Projects with at least seventy percent (70%) of rental units restricted for occupancy by Qualifying Populations.

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

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

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

14. QUALIFYING POPULATIONS PREFERENCE

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

15. LIMITING/RESERVING TENANCY TO QUALIFYING POPULATIONS – SUBPOPULATIONS

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

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

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

16. RENT LIMITATIONS

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

bedrooms in the unit. The rent limits for HOME-ARP Project(s) units for Qualifying Populations shall include the rent plus the utility allowance established and published annually by HUD. HUD will publish the HOME-ARP Project(s) rent limits (with utility allowances) on an annual basis linked here <https://www.hudexchange.info/resource/6500/home-arp-rent-limits/>.

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

SRO Units:

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

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

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

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

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

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

17. HOME-ARP PROJECT REFERRAL PROCESS AND WAIT LIST

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

18. MINIMUM COMPLIANCE PERIOD

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

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

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

19. ACCEPTANCE OF HOUSING SUBSIDY

Awardee(s) may not discriminate against potential tenants based on their source of income. Awardee(s) may not deny applicants on the sole basis of having a housing choice voucher or rental subsidy provided by a government and/or not-for-profit organization. Awardee(s) are not required to accept tenants with such subsidies if they are not deemed a Qualifying Population, are not a low-income household, and/or do not meet any other tenancy requirements set forth herein.

20. ELIGIBLE ACTIVITIES

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

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

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

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

- Establish alternative rent requirements to 24 CFR 92.252(b) and extend an Awardee's ability to charge the maximum rent permissible under an applicable rental assistance program (for units occupied by recipients of tenant-based rental assistance (e.g., housing choice vouchers, HOME Tenant-Based Rental Assistance ("TBRA"), HOME-ARP TBRA)).
- Establish a minimum compliance period of fifty (50) years for all HOME-ARP rental units irrespective of the amount of subsidy per HOME-ARP Project unit or whether the HOME-ARP Project units are supplied, acquired, rehabilitated, and/or newly constructed.
- Permit the use of HOME-ARP Project funds to provide ongoing operating cost assistance or capitalize a project operating cost assistance reserve to address operating deficits of the HOME-ARP Project units.
- Allow not more than thirty percent (30%) of the total number of HOME-ARP Project rental units assisted with HOME-ARP funds to be restricted to households that are low-income as defined in 24 CFR 92.2. HOME-ARP Project

units reserved for low-income households may only be contained in HOME-ARP Projects containing HOME-ARP units restricted for Qualifying Populations. The HOME-ARP Project rental units occupied by low-income households must operate under the regulations applicable to HOME rental units set forth in 24 CFR 92.252 (i.e., be occupied by low-income households and bearing a rent not greater than the lesser of:

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

21. FORM OF ASSISTANCE

The award document(s) resulting from this RFP shall provide a form of gap financing for the acquisition of eligible HOME-ARP Project property, acquisition and rehabilitation of sub-standard and/or non-eligible HOME-ARP Project property (to convert into eligible HOME-ARP Project property), rehabilitation of sub-standard and/or non-eligible HOME-ARP Project units a proposer already owns (to convert into eligible HOME-ARP Project property), and/or construction of new HOME-ARP Project units.

22. MINIMUM FUNDING ASSISTANCE

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

23. ELIGIBLE COSTS

HOME-ARP Project funds may be used to pay for up to one hundred percent (100%) of the following eligible costs associated with the acquisition, development, and operation of HOME-ARP Project rental units:

1. Development hard costs as defined in 24 CFR 92.206(a).
2. Acquisition, including the costs of acquiring improved or unimproved real property.
3. Related soft costs as defined in 24 CFR 92.206(d).
4. Relocation costs as defined in 24 CFR 92.206(f), 24 CFR 92.353, and described in the HUD Requirements.
5. Costs relating to payment of loans – if the HOME-ARP Project funds are not used to directly pay a cost specified in this Subsection 23., but are used to pay off a construction loan, bridge financing loan, or guaranteed loan, the payment of principal and interest for such loan is an eligible cost only if:
 - a. The loan was used for eligible costs specified in this Subsection 23., and
 - b. The HOME-ARP Project funds are part of the original financing for the HOME-ARP Project and the HOME-ARP Project meets the requirements of the HUD Requirements.
6. Operating assistance including ongoing operating cost assistance or capitalizing an operating cost assistance reserve for HOME-ARP Project units restricted for occupancy by Qualifying Populations and/or low-income households in a project where the City determines in its underwriting that the reserve is necessary to maintain the HOME-ARP Project units' long-term operational feasibility. HOME-ARP funds cannot be used for both a capitalized operating cost assistance reserve and ongoing payments for operating cost assistance during the minimum compliance period set forth in Section I. (SCOPE OF SERVICES), Subsection 18. (MINIMUM COMPLIANCE PERIOD) above. The allowable amount of the reserve shall not exceed the amount determined by the City to be necessary to provide

operating cost assistance for HOME-ARP Project units restricted for occupancy by Qualifying Populations and/or low-income households for the 50-year HOME-ARP Project minimum compliance period set forth in Section I. (SCOPE OF SERVICES), Subsection 18. (MINIMUM COMPLIANCE PERIOD) above. Awardee's, operating costs must adhere to all requirements outlined in the HUD Requirements to be eligible for HOME-ARP Project funding.

Awardee(s) shall not include any profit and/or cost mark-ups in any of the eligible costs enumerated immediately above. For the avoidance of doubt, an Awardee's profit and/or cost mark-ups shall not be funded under this HOME-ARP Project.

24. PROPERTY STANDARDS

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

25. TENANT PROTECTIONS

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

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

In addition, an Awardee may not terminate the tenancy or refuse to renew the lease of a Qualifying Population or low-income household because of the applicable household's inability to pay rent during the minimum compliance period set forth in Section I. (SCOPE OF SERVICES), Subsection 18. (MINIMUM COMPLIANCE PERIOD) above if HOME-ARP Project funds were or are used to capitalize an operating cost assistance reserve or if there is a current, separate contract/agreement between the City and Awardee for the City to provide operating cost assistance to the HOME-ARP Project. A Qualifying Population or low-income household's inability to pay rent to the Awardee shall mean that the Qualifying Population or low-income household cannot pay more than thirty percent (30%) of the Qualifying Population or low-income household's income toward rent (such determination shall also be subject to an income analysis performed by the City within thirty (30) days of the date of such Qualifying Population or low-income tenant's inability to pay rent).

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

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

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

26. PROPOSAL SUBMITTALS

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

26.1. Proposer's Company History and Experience

- a. Detailed company profile and history;
- b. Parent company and/or affiliated entities (including sister companies and/or subsidiaries) information and its relationship to proposer (if applicable);
- c. Location of proposer's offices and/or facilities;
- d. Detailed experience performing similar services herein for other government agencies/non-profit organizations (proposers shall include, at a minimum, two (2) years of experience immediately prior to the opening date and time of this RFP):
 - i. Name of government agency/non-profit organization;
 - i. Brief description of project and services (including experience screening prospective Qualifying Populations and low-income households for tenancy for federally and/or state funded programs);
 - ii. Project term length;
 - iii. Project award amount;
 - iv. Project funding source type(s) and amount(s);
 - v. Project location;
 - vi. Copies of award documents from government agency/non-profit organization (i.e., authorized purchase orders, fully executed contracts, signed award letters).

- e. Identify the number of low to moderate income households annually served by your company at the following adjusted median incomes (AMI):
 - i. 0 – 30% AMI
 - ii. 31 – 50% AMI
 - iii. 51 – 80% AMI
- f. Additional proposer background information – please include applicable responses accordingly in proposal submittal. If “yes” is applicable to any of the below immediate questions, please ensure additional detail is included in the proposal submittal:
 - i. Has proposer and/or any of its affiliated entities ever filed for bankruptcy?
 - ii. Does proposer have any open judgements, liens, or pending lawsuits?
 - iii. Has proposer and/or any of its affiliated entities discontinued business operations with outstanding debts?

26.2. Proposer’s Organizational Structure

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

26.3. Proposer’s HOME-ARP Project

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

26.4. Proposer's Funding and Financials

- a. Total HOME-ARP Project budgeted cost - including itemization at the line-item level of all applicable necessary expenses (e.g., land cost, site preparation, building purchase cost, rehabilitation costs, construction costs, and operations and management costs)
- b. HOME-ARP Project per unit cost
- c. Funding Sources (please ensure to include the applicable percentage amount of the total HOME-ARP Project budget cost such funding will cover):
 - i. Proposer's total required funding amount to be provided by the City in the award document resulting from this RFP (such funds shall be solely utilized for HOME-ARP Project units);
 - ii. Proposer's total required funding amount sourced from other government agencies and/or non-profit organizations;
 - iii. Proposer's total required funding amount sourced from private organizations (e.g., banks, other mortgage lenders);
 - iv. Proposer's total amount of self-funded budgeted costs.
- d. In the event a proposer's HOME-ARP Project contains housing and/or other unit use types for non-Qualifying Populations or non-low-income households, such budgeted costs and funding shall be itemized separately from its cost/funding required for HOME-ARP Project units for Qualified Populations and low-income households;
- e. Experience performing similar services herein for other government agencies and/or non-profit organizations where funding has been recaptured;
- f. Experience in generating financial reports, record keeping management, accounting system tools, financial controls, and independent audits for affordable rental housing units funded by federal and/or state funds.
- g. How proposer plans to keep the HOME-ARP Project financially solvent to cover required operations and maintenance for the Term (as defined in Section II. (GENERAL CONDITIONS), Subsection 32. (ADDITIONAL CONTRACT TERMS), Subsection 32.2 (Contract Term) below).
- h. Proposer's copies of independently audited financial statements for its past two (2) fiscal years. Such financials statements shall include, but not be limited to: balance sheets, income statements, statement of retained earnings, and a statement of cash flows. In the event independently audited financial statements are not readily available, proposers shall provide its copies of financial statements accompanied by a signed letter from its chief financial officer, on its company letterhead, attesting to the validity of the provided financial statements.

26.5. References

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

For the avoidance of doubt, this Subsection 26. is not intended to exhaustive, proposers shall be responsible to include any other necessary information in its proposal submittal to demonstrate its ability to the City to meet the specifications herein.

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

27. EVALUATION CRITERIA

Responses to this solicitation shall be competitively evaluated by a review panel established by the City of Tampa. Projects will be evaluated using the following criteria:

EVALUATION CRITERIA	WEIGHT (MAX SCORE)
<p>HOME-ARP Project Plan</p> <p>Proposer’s overall approach and methodology to supply, operate, and manage affordable housing units pursuant to The City of Tampa’s Consolidated Plan</p>	25 points
<p>Budget</p> <p>Proposer’s detailed budgeted costs and income projection plan for its proposed HOME-ARP Project affordable housing units</p>	15 points
<p>Qualifications and Experience Developing HOME-ARP Projects</p> <p>Proposer’s demonstrated qualifications and experience successfully supplying, completing, operating and managing HOME-ARP Projects as set forth herein</p>	20 points
<p>HOME-ARP Project Schedule</p> <p>Proposer’s HOME-ARP Project supply, completion, and ready for occupancy schedule</p>	20 points
<p>HOME-ARP Project Design and Site Location</p> <p>Proposer’s affordable housing units design and site location</p>	10 points
<p>Qualifying Populations Preference</p> <p>As set forth in Section I. (SCOPE OF SERVICES), Subsection 14. (QUALIFYING POPULATIONS PREFERENCE), proposer’s HOME-ARP Projects that propose to restrict at least thirty percent (30%) of rental housing for Qualifying Populations described in Section I. (SCOPE OF SERVICES), Subsection 13.1. (Qualifying Populations), Paragraph 1. (Homeless) shall be eligible to receive ten (10) preference points.</p>	10 points
<p>Total Available Evaluation Criteria Points</p>	100 points

End of Section I.

SECTION II. GENERAL CONDITIONS

28. GENERAL INFORMATION

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

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

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

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

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

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

28.4. Florida Public Records Law. In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Proposers should be aware that the Proposal and the responses thereto are in the public domain and are available for public inspection and copying. Using **ATTACHMENT B – (PUBLIC RECORDS DECLARATION OR CLAIM OF EXEMPTION)**, Proposer is required to acknowledge whether or not they are asserting that certain information in its proposal is confidential and/or proprietary and/or exempt from public disclosure. If the Proposer is asserting that certain information in its Proposal is confidential and/or proprietary and/or exempt from public disclosure, then the Proposer is required to do the following: (1) identify, with specificity, the information which the Proposer asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) place such information in a separate file labeled "REDACTED, EXEMPT FROM PUBLIC DISCLOSURE" this uploaded document must be separate from the Proposer's other Proposal documents, (3) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed within the redacted file. The "REDACTED" file that contains the Proposer's confidential/proprietary/exempt information must be submitted with the Proposer's other Proposal documents. Proposer is advised that failure to follow the aforementioned instructions may result in Proposer's alleged confidential/proprietary/exempt information being disclosed to the public. This will be the Proposer's "REDACTED" copy. All submittals received in response to this Proposal will become the property of the City of Tampa and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.* **All uploaded documents may not have special characters in the file name, #, *, @, etc....**

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

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

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

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

28.4.2. In accordance with Section 119.071(1)(b)3, Florida Statutes, if the City of Tampa rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City of Tampa concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision concerning the reissued competitive solicitation or until the City of Tampa withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 21 months after the initial City of Tampa notice rejecting all bids, proposals, or replies.

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

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

MAILING ADDRESS OF PURCHASING DEPARTMENT, CITY OF TAMPA, 2555 E. HANNA AVENUE, 2ND FLOOR, TAMPA, FL 33610.

Note: Acknowledgement of the Florida Public Records Law must be submitted with the proposal, under Section II. (GENERAL CONDITIONS), Subsection 30. (CONTENT OF PROPOSALS), Subsection 30.2., Tab 2 (Florida Public Records Law).

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

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

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

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

The services/material(s) supplied shall be guaranteed to be free from defect of composition, conception, and workmanship for the Term. Any parts or portions found not in accordance with this RFP will be rejected by the City and the Successful Proposer, at the Successful Proposer's expense, shall repair and/or replace immediately.

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

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

28.9. Intentionally Omitted.

28.10. Intentionally Omitted.

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

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

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

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

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

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

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

28.14. Intentionally Omitted.

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

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

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

28.18. Force Majeure. If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this contract (the "Nonperforming Party") will be excused from performing those obligations, on condition that it complies with its obligations herein. "Force Majeure Event" means, with respect to the Nonperforming Party, any event or circumstance, regardless of whether it was foreseeable, which was not caused by the Nonperforming Party, which prevents the Nonperforming Party from complying with any of its obligations under this contract, on condition that the Nonperforming Party uses reasonable efforts to comply with its obligations, except that a Force Majeure Event will not include any strike or other labor unrest that affects only one party, economic hardship of a party, an increase in prices, changes in market conditions, or a change of law. Upon the occurrence of the Force Majeure Event, the Nonperforming Party shall notify the other party in writing within ten (10) days of the occurrence of that the Force Majeure Event, its effect on performance, and how long that party expects the Force Majeure Event to last.

Thereafter the Nonperforming Party shall update the other party as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this contract. The other party has the right to terminate the contract if the Non-Performing Party's Force Majeure Event continues for more than a reasonable time.

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

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

Any such interests on the part of the Successful Proposer or their employees, must be disclosed in writing to the City on **ATTACHMENT C – (CONFLICT OF INTEREST DISCLOSURE FORM)** that is included with this solicitation document and should be included under Section II. (GENERAL CONDITIONS), Subsection 30. (CONTENT OF PROPOSALS), Subsection 30.2., Tab 3. (Conflict of Interest). Also, the Successful Proposer is aware of the conflict-of-interest laws of the State of Florida and the City of Tampa and agrees that they shall fully comply in all respects with the terms of said laws.

28.21. Audit Rights. Successful Proposer agrees that the City or its authorized representative shall have access to, and the right to audit, examine, or reproduce, the financial books and records of Successful Proposer related to Successful Proposer's performance under the contract. Successful Proposer shall retain all such records for a minimum period of six (6) years from the expiration date of the minimum compliance period set forth in Section I. (SCOPE OF SERVICES), Subsection 18 (MINIMUM COMPLIANCE PERIOD), including any applicable renewal or extension hereof (unless terminated earlier pursuant to the provisions hereof), or for such longer period of time as required by federal or state law, and shall be extended until the completion of any audit in progress. Successful Proposer must keep all financial records in a manner consistent with generally accepted accounting principles. Successful Proposer must provide access during normal business hours to the requested records no later than ten (10) calendar days after the written request by the City or its authorized representative. If any audit reveals any material deviation from the contract requirements, any misrepresentations or any overcharges to the City, the City will be entitled to recover damages, as well as the cost of the audit. Any adjustments or payments which must be made as a result of any such audit or inspection of the Successful Proposer's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the City's audit findings to the Successful Proposer. Successful Proposer shall include this right to audit section in any subcontractor agreements entered into in connection with this contract.

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

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

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

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

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

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

28.24. Indemnification. The Contractor/Successful Proposer/Contractor/Firm (collectively the "Firm") releases and agrees to defend, indemnify and hold harmless the City of Tampa, its officers, elected and appointed officials, and employees from and against any and all liabilities, losses, claims, suits, actions, causes of action, either at law or in equity, damages, charges, judgments, or expenses (including attorney's fees and court costs, whether at trial or appeal) which the City may suffer, sustain, incur, or in any way be subjected to by reason of or as a result of any act, negligence, or omission on the part of the Firm, its agents or employees, in the execution or performance of the obligations assumed under or incidental to, the Award/Contract/Agreement (collectively the "Agreement") into which the Firm and the City will enter, except when caused solely by the fault, failure, or negligence of the City, its agents, or employees. Firm's duty to defend is separate and apart from Firm's duty to indemnify and hold harmless and exists immediately upon presentation of written notice of a suit, claim or action of any nature to the Firm by a party entitled to a defense hereunder. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by the provisions of Section 725.06, Florida Statutes or any other applicable law, then this Subsection 28.24 shall be so limited to said section 725.06 and with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of (i) the monetary value of this contract, (ii) the coverage amount of Commercial general liability insurance required under the contract, or (iii) \$1 Million Dollars. Otherwise, the obligations under this Subsection 28.24 will not be limited by the amount of any insurance required to be obtained or maintained under this contract. Contractor's duties to defend and indemnify pursuant to this Subsection 28.24 shall survive the early termination or expiration of the contract (including the minimum compliance period set forth in Section I. (SCOPE OF SERVICES), Subsection 18 (MINIMUM COMPLIANCE PERIOD)) and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law. Nothing in this Subsection or in the contract shall be construed as a waiver of any immunity from or limitation of liability the City, its officers, agents, and employees may have under the doctrine of sovereign immunity under common law or statute.

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

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

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

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

29. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

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

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

30. CONTENT OF PROPOSALS

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

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

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

If Proposer is declaring any portion of the proposal is Confidential and/or Proprietary a copy of proposal marked "REDACTED" should also be provided to the City with the original following the instructions stated under Section II. (GENERAL CONDITIONS), Subsection 28.4 (Florida Public Records Law).

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

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

- **Title Page.** Type the name of Proposer's firm, address, telephone number, name of contact person, email address, date, and the title of the RFP.
- **Table of Contents.** Include a clear identification of the written material by section and by page number.
- **Proposal Submittal Checklist.** Complete and submit ATTACHMENT A (PROPOSAL SUBMITTAL CHECKLIST). for compliance with certain requirements identified in the RFP package.
- **Tab 1. Addenda.** Include a copy of the addendum, or addenda associated with the RFP, if applicable. Incomplete proposals will not be considered.

- **Tab 2. Florida Public Records Law.** Include a written acknowledgement of the Florida Public Records Law requirements from Section II. (GENERAL CONDITIONS), Subsection 28. (GENERAL INFORMATION), Subsection 28.4. including executed copy of ATTACHMENT B – (PUBLIC RECORDS DECLARATION OR CLAIM OF EXEMPTION).
- **Tab 3. Conflict of Interest.** Include executed copy of ATTACHMENT C – (CONFLICT OF INTEREST DISCLOSURE FORM).
- **Tab 4. Response to Proposal.** Specifically state the Proposer’s understanding of the work to be accomplished and make a positive commitment to perform the work in Section I. (SCOPE OF SERVICES).
- **Tab 5. Section I. (Scope of Services).** Include all the requirements and/or documentation requested under Section I. (SCOPE OF SERVICES), Subsection 26.1. (Proposer’s Company History and Experience), Subsection 26.2. (Proposer’s Organizational Structure), and Subsection 26.3. (Proposer’s HOME-ARP Project).
- **Tab 6. References.** Include a reference list of at least three (3) as described in Section I. (SCOPE OF SERVICES), Subsection 26.5 (References).
- **Tab 7. Sub-Contracting Submittals.** No Successful Proposer shall assign the contract or any rights or obligations thereunder without the written consent of the City. **The Successful Proposer shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless prior written consent to subcontract a greater percentage of the work first obtained by the City.** In the event of such approved subcontracting, the Successful Proposer agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms attached hereto in Section IV. (SUB-CONTRACTING FORMS AND PAYMENTS FORM):
 - Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
 - Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20
 - WMBE/SLBE Official Letter of Intent (MBD-40) (if intending to utilize WMBE/SLBEs)

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

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

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

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

- **Tab 8. Budgeted Cost.** Submit an itemized budget as described in Section I. (SCOPE OF SERVICES), Subsection 26.4. (Proposer’s Funding and Financials).

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

- **Tab 9. Proposer’s Affidavit.** Complete, submit and have notarized the “Proposer’s Affidavit” form provided in Section III. (PROPOSER’S AFFIDAVIT AND PROPOSAL SIGNATURE FORMS). This form must be signed by an authorized representative of the firm as defined below.
- **Tab 10. Proposal Signature Form.** Complete and submit the “Proposal Signature Form” provided in the provided in Section III. (PROPOSER’S AFFIDAVIT AND PROPOSAL SIGNATURE FORMS). These forms must be signed by an authorized representative of the firm as defined below:

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

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

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

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

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

NOTE: Failure of a proposer to submit an **executed** Proposal Signature Form will result in such proposer’s proposal being non-responsive. **NO EXCEPTIONS.**

- **Tab 11. ATTACHMENT E (AFFIDAVIT OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES (2023))** – this form must be signed by the proposer’s authorized signatory and notarized
- **Tab 12. ATTACHMENT F (COERCION FOR LABOR OR SERVICES ATTESTATION PURSUANT TO SECTION 787.06, FLORIDA STATUTES (2024))**

31. EVALUATION OF PROPOSALS

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

A Proposal Evaluation Committee will be established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP. The contract will be awarded to the most qualified Successful Proposer(s) per the evaluation criteria set forth in Section I. (SCOPE OF SERVICES), Subsection 27. (EVALUATION CRITERIA) above and the award determination set forth in Section II. (GENERAL CONDITIONS), Subsection 32. (ADDITIONAL CONTRACT TERMS), Subsection 32.1. (BASIS OF AWARD) below.

31.2. Intentionally Omitted.

31.3. Intentionally Omitted.

31.4. SHORT- LISTING

The Evaluation Committee at its sole discretion may create a short-list of the highest scored proposals based on the preliminary evaluation against the evaluation criteria. Only those short-listed Proposers would be invited to participate in interviews and/or presentations, demonstrations, or product testing (if required by the City as described in Section II. (General Conditions), Subsection 31. (Evaluation of Proposals), Subsection 31.5. (Interview/Demonstrations) immediately below. Upon conclusion of any interviews and/or presentations, demonstrations or product testing, the Evaluation Committee will finalize the scoring against the evaluation criteria.

31.5. INTERVIEWS/DEMONSTRATIONS

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

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

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

31.6. The City reserves the following rights to:

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

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

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

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

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

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

31.7. Intentionally Omitted.

32. ADDITIONAL CONTRACT TERMS

32.1. Basis of Award. Contract(s) will be awarded to the most responsible and responsive Proposer(s) whose proposal meets the needs of the City to the best degree as set forth herein. **OFFICIAL AWARD(S) WILL BE MADE BY CITY OF TAMPA PURCHASE ORDER ONLY.** The City reserves the right to make multiple awards to more than one (1) proposer and/or to a single proposer who is proposing multiple, separate HOME-ARP Projects. Award to multiple proposers and/or to a single proposer who is proposing multiple HOME-ARP Projects shall remain subject to the evaluation criteria set forth Section I. (SCOPE OF SERVICES), Subsection 27 (EVALUATION CRITERIA) and other terms herein. In the event a single

proposer is proposing multiple, separate HOME-ARP Projects, such proposer shall submit a separate proposal to the City for each separate HOME-ARP Project in accordance with the provisions herein.

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

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

32.2. Contract Term. The awarding document(s) resulting from this RFP shall be in effect for a two-year period from the effective date set forth in the award document(s) through the date immediately before the second anniversary of the effective date in the second immediately following calendar year (the "Supply and Development Term"). Awardee(s) shall be required to fulfill the required obligations herein for the minimum compliance period described in Section I. (SCOPE OF SERVICES), Subsection 18 (MINIMUM COMPLIANCE PERIOD) (the "Compliance Term"). The Supply and Development Term and Compliance Term shall be referred to herein individually or together as the "Term".

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

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

10-day written notice with cause if such breach is capable of being cured;

Immediately upon written notice if such breach is incapable of being cured;

30-day written notice without cause.

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

32.6. Proposal Budgeted Costs. Proposer's budgeted costs in the proposal shall include any and all proposer expenses, including shipping costs.

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

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

For the avoidance of doubt, the City shall not be responsible for any Awardee budgeted costs for HOME ARP Project except for the City approved budgeted cost related to the HOME-ARP Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT

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

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

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

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

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

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

End of Section II.

SECTION III. PROPOSER'S AFFIDAVIT AND PROPOSAL SIGNATURE FORMS

PROPOSER'S AFFIDAVIT

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

AFFIANT'S NAME (Person's Name)

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

1. That the Proposer, if a natural person, is of lawful age.
2. That if the Proposer is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.
3. That if the Proposer is operating under a fictitious name, Proposer has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;
4. That the Proposer has not submitted a rigged proposal, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this RFP with any other natural person, partnership, corporation or other entity making a proposal for the same purpose. The Proposer has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.
5. In the event that the City determines that the Proposer has participated in any collusive, deceptive, or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Proposer. The contract let under such circumstances shall be deemed invalid.
6. That the Proposer is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County, or the State of Florida
7. That no officer or employee of the City, either individually or through any firm, corporation, or business of which he/she is a stockholder or holds office, shall receive any substantial benefit, or profit out of the contract to this Proposer; nor does the Proposer know of any City officer or employee having any financial interest in assisting the Proposer to obtain, or in any other way effecting, the award of the contract to this Proposer.
8. That, by submitting this proposal, the Proposer certifies that he/she has fully read and understands the RFP method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.
9. That, by submitting this proposal, Affiant certifies compliance with Section 287.135, Florida Statutes and for contracts for goods or services of \$1 million or more, that the Proposer is not on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria, and that for contracts for goods or services of any amount, that the Proposer is not on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel. Affiant understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject Proposer to civil penalties, attorney's fees, other costs, and termination of any contract that is awarded.

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

FURTHER AFFIANT SAYETH NOT.

Proposer: Complete the applicable acknowledgement for an Individual Acting in His/Her Own Right or an Entity (by type):

FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT

State of _____
County of _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this ____ day of _____ 20____, by _____, who is personally known to me or who has produced identification and who did (did not) take an oath.

Signature of Notary Public

Signature of Affiant

Notary Public
State of: _____
My Commission
Expires: _____

Printed, typed, or stamped
Commissioned name of notary public

Printed or typed name of Affiant

FOR AN ENTITY

State of _____
County of _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this ____ day of _____ 20____, by _____, as _____, of _____ a Partnership, Joint Venture, Corporation, Limited Liability Company (LLC) or Other _____, on behalf of such entity. Such individual is personally known to me or has produced identification.

Type of identification produced: _____

Signature of Notary Public

Signature of Affiant

Notary Public
State of: _____
My Commission
Expires: _____

Printed, typed, or stamped
Commissioned name of notary public

Printed or typed name of Affiant

**PROPOSAL SIGNATURE FORM
FOR
SUPPLY, OPERATIONS, AND MANAGEMENT OF AFFORDABLE RENTAL HOUSING FOR HOME-ARP QUALIFYING POPULATIONS AND OTHER ELIGIBLE BENEFICIARIES**

In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to provide **RFP# 111091624, SUPPLY, OPERATIONS, AND MANAGEMENT OF AFFORDABLE RENTAL HOUSING FOR HOME-ARP QUALIFYING POPULATIONS AND OTHER ELIGIBLE BENEFICIARIES**, in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation. This completed Proposal Signature form must be submitted with the Proposer's written proposal and will become a part of any agreement that may be awarded. This Proposal Signature Form must be signed by an authorized representative, as defined in Section II. General Conditions, Subsection 21. Content of Proposals of this RFP. **If the Proposal Signature Form is not signed by an authorized representative (accompanied by evidence of authority) or submitted with the proposal, the proposal is considered non-responsive.**

Please type or print:

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

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

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

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

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

Minority Business Status: Black Hispanic Woman Other

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

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

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

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

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

Authorized Signature: _____ Date: _____

End of Section III.



Page 2 of 4 – DMI **Solicited/Utilized**

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

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

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

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

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

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



Page 4 of 4 DMI – Solicited/Utilized

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

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

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

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

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

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

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



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

Contract No.: 24-P-01269 WO#, (if any): _____ Contract Name: SUPPLY, OPERATIONS, AND MANAGEMENT OF AFFORDABLE RENTAL HOUSING FOR HOME-ARP QUALIFYING POPULATIONS AND OTHER ELIGIBLE BENEFICIARIES

Contractor Name: _____ Address: _____

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

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

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

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

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

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

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

Signed: _____ Name/Title: _____ Date: _____

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

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



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

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

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

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

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

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

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



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

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

Proposal/Contract Number: _____

Proposal/Contract Name: _____

A. To be completed by the Proposer

Name of Bidder: _____

Address: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email: _____

B. To be completed by WMBE/SLBE

Name of WMBE/SLBE: _____

Address: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email: _____

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

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

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

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

Proposer: _____ Date: _____

Signature and Title

WMBE/SLBE Firm: _____ Date: _____

Signature and Title

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT A - PROPOSAL SUBMITTAL CHECKLIST

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

It is the responsibility of the Proposer to complete the CheckList, identify the proposal page number and submit in the proposal under Section II. (GENERAL CONDITIONS), Subsection 30. (CONTENT OF PROPOSALS), Subsection 30.2.

MANDATORY REQUIREMENTS

PAGE NUMBER IN PROPOSAL

TAB 1 ADDENDA _____

TAB 2 PUBLIC RECORDS DECLARATION OR CLAIM OF EXEMPTION
ATTACHMENT B.
Form is filled out and executed. _____

TAB 3 CONFLICT OF INTEREST DISCLOSURE FORM
ATTACHMENT C.
Form is filled out and executed. _____

TAB 4 RESPONSE TO PROPOSAL _____

TAB 5 SECTION I. (SCOPE OF SERVICES) _____

TAB 6 REFERENCES _____

TAB 7 **SECTION IV. (SUB-CONTRACTING FORMS)**
Form MBD 10 - Solicited
Form is filled out and executed. _____

Form MBD 20 - Utilized
Form is filled out and executed.
Failure to submit these forms shall result in your proposal being deemed as “non-responsive”

TAB 8 BUDGETED COST _____

SECTION III. PROPOSER’S AFFIDAVIT FORM (TAB 9)
Form is filled out, executed and notarized. _____

SECTION III. PROPOSAL SIGNATURE FORM (TAB 10)
Form is filled out and executed. _____

TAB 11 ATTACHMENT E (AFFIDAVIT OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUES (2023) _____

TAB 12 ATTACHMENT F (COERCION FOR LABOR OR SERVICES ATTESTATION PURSUANT TO SECTION 787.06, FLORIDA STATUTES (2024) _____

Proposal is submitted in the format required under Section II. (GENERAL CONDITIONS), Section 30. (CONTENT OF PROPOSALS), Subsection 30.2? _____

ATTACHMENT B - PUBLIC RECORDS DECLARATION OR CLAIM OF EXEMPTION

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

Note: Execute either section I. or II., but not both; Proposer may not modify language.
Information regarding the Florida Public Records Law can be located in the RFP under Section II. (GENERAL CONDITIONS), Section 28. (GENERAL INFORMATION), Subsection 28.4. (Florida Public Records Law).

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

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

Proposer's Signature

Date

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

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

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

Proposer's Signature

Date

ATTACHMENT C - CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

YES _____ NO _____

NAME(S) / POSITION(S)

FIRM NAME: _____

BY (PRINTED NAME): _____

BY (SIGNATURE): _____

TITLE: _____

DATE: _____

ATTACHMENT D

GPC LISTING

City of Plant City

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

City of Temple Terrace

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

Clerk of Circuit Court

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

Tampa-Hillsborough County Expressway Authority

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

Hillsborough Area Regional Transit Authority

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

Hillsborough Co. Aviation Authority

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

Hillsborough County School Board

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

Hillsborough Community College

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

Hillsborough County Board of County Commissioners

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

Hillsborough Co. Sheriff's Office

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

State Attorney's Office

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

Tampa Port Authority

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

Supervisor of Elections

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

City of Tampa Housing Auth.

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

Tampa Sports Authority

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

Tax Collector

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

The Children's Board of Hills. County

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

University of South Florida

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

Property Appraiser

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

Tampa Palms Community Dev. Dist.

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

**ATTACHMENT E - AFFIDAVIT OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN
PURSUANT TO SECTION 287.138, FLORIDA STATUTES (2023)**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a Foreign Country of Concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes.)
2. The government of a Foreign Country of Concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes.)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a Foreign Country of Concern. (Source: § 287.138(2)(c), Florida Statutes.)
4. The undersigned is authorized to execute this affidavit on behalf of Entity.
5. The undersigned further sayeth naught.

Date: _____, 20____

Signed: _____

Entity: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this ___ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

**ATTACHMENT F - COERCION FOR LABOR OR SERVICES ATTESTATION
PURSUANT TO SECTION 787.06, FLORIDA STATUTES (2024)**

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

_____ does not use coercion for labor or services as defined in this Section 787.06, F.S.
[name of entity]

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____ Title: _____

Signature: _____ 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.

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

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

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

CANCELLATION/NON-RENEWAL – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the following:

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

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

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

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

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

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

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

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

Revised 10/5/2022