



City of Tampa

**REQUEST FOR PROPOSALS (RFP) FOR
Psychological Screening Services
26-P-00473**

Police

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Attachments:

A - DMI-30-Form-Payment-Package-or-Final-with Invoices_SLBE_ADA

B - DMI-71-Form-for-RFQ-RFP-Evaluation-Points-V5-SLBE_ADA

C - Sample_City_of_Tampa_Agreement_ADA_Compliant

1. NOTICE

1.1. REQUEST FOR PROPOSALS

Sealed proposals for Psychological Screening Services, **RFP # 26-P-00473** will be received by the Director of Purchasing, City of Tampa, until Tuesday, September 29, 2026; 3:00 pm: then to be opened.

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

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

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

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

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

1.2. PRE-PROPOSAL CONFERENCE

A **PRE-PROPOSAL CONFERENCE** will be held at **10:00 am, Tuesday, September 8, 2026**, at **2555 E. Hanna Avenue, Tampa, FL 33610 Technology and Innovation (T&I) Riverwalk Conference Room No. 305.23** to discuss the above referenced subject.

BRING A COPY OF THIS RFP TO THE MEETING.

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

1.3. INSTRUCTIONS

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

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

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

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

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

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

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

2. SCOPE OF SERVICES

2.1. INTRODUCTION/SUMMARY

The City of Tampa is issuing this Request for Proposal to obtain a qualified, licensed Clinical Psychologist to provide professional services in connection with psychological screening and consultation for the City's Tampa Police Department and Tampa Fire Rescue. The Successful Proposer will be required to assess the psychological stability and suitability of applicants applying for positions in the Tampa Police Department and Tampa Fire Rescue, as well as other duties set forth herein.

Timeline:

Release Project Date:	August 27, 2026
Pre-Proposal Conference (Non-Mandatory):	September 8, 2026, 10:00am 2555 E. Hanna Avenue, Tampa, FL 33610 Technology and Innovation (T&I) Riverwalk Conference Room No. 305.23
Question Submission Deadline:	September 14, 2026, 3:00pm
Response Submission Deadline:	September 29, 2026, 3:00pm

2.2. BACKGROUND

The City is a major employer in the Tampa Bay area with a workforce of approximately 4,200 employees. About 80 new employees are hired annually into uniformed police positions. The City requires that all new police officers undergo psychological screenings. Additionally, about 30 new employees are hired annually into firefighter positions. The City will require that all new firefighters undergo psychological screenings. The number of new hires may vary from these numbers and may be more or fewer. The screenings consist of written tests and in-person interviews. The City makes no guarantee of the amount of work required or performed.

2.3. SCOPE OF WORK

There will be approximately 110 pre-employment examinations annually. Examinations will ordinarily be conducted during **normal City working hours, Monday – Friday 8:00 AM to 5:00 PM**. It is preferred that all testing and interviews be conducted at the Successful Proposer's local business office for normal pre-employment screenings. The City may also require the Successful Proposer to perform fitness-for-duty or return-to-duty evaluations under certain circumstances for both departments.

2.4. SERVICES REQUIRED

The licensed Clinical Psychologist (herein called "Successful Proposer") shall perform the following services: Initial meeting with representatives from the Department of Human Resources and Talent Development, City of Tampa Police Department and City of Tampa Fire Rescue Department with the purpose of: reviewing process, instruct/train on how to interpret/read reports; and discussion of the instruments being used and their role in the hiring process. Scheduling and completion of a structured 30 to 60-minute clinical interview for confirmation or ruling out psychological characteristics identified by written tests. The Successful Proposer will hold additional interviews in complex cases. The interview will be formatted so that major areas of the applicant's background will be reviewed and contrasted with the psychological test battery results.

A. A written report is required for each applicant, including the interpretation of the psychological evaluation and recommendation concerning the applicant's suitability for employment in the position sought. It may include any clinical observations that the provider might have regarding the validity or reliability of the results.

B. Successful Proposer shall maintain an effective quality control process that allows for independent review of all documentation, psychological test results, and reports by the reviewers selected by the Department of Human Resources and Talent Development.

C. Independent Re-Evaluation by Lead Psychologist

Any applicant or individual who, as a result of an initial psychological screening or evaluation, is **not cleared, deemed unsuitable, or determined not fit** for the applicable position, assignment, or duty status shall undergo an independent re-evaluation conducted personally by the Successful Proposer's designated **Lead Psychologist** prior to the issuance of a final determination or recommendation to the City.

The Lead Psychologist shall personally re-interview and re-evaluate the applicant or individual and shall independently review the applicable psychological testing, initial clinical interview findings, supporting documentation, and other relevant information necessary to reach a final professional determination.

Upon completion of the independent re-evaluation, the Lead Psychologist shall prepare and document a final written determination and recommendation regarding the applicant's or individual's suitability or fitness. The final determination shall be provided to the appropriate City Representative in accordance with the reporting, security, confidentiality, and applicable legal requirements of this RFP.

D. Successful Proposer will ensure the applicants' rights to privacy are protected at all times and obtain applicants' informed consents, when applicable, in compliance with all applicable federal and state laws including but not limited to the Health Insurance Portability Act of 1996 (Public Law 104-191) (HIPAA) and the regulations promulgated thereunder.

All psychological evaluations will be conducted after an applicant has been given a conditional offer, subject to successful completion of the evaluation. Security: The Successful Proposer should make provisions for the security and confidentiality of all testing materials (e.g., test booklets/items) including material presented electronically. Provisions should also be made for the security of, access to, and retention of the psychological reports and raw data, including information stored or transmitted electronically.

1. Administer required pre-employment psychological screenings for applicants (in-person) for employment as police officers and firefighters, including but not limited to:
 - Minnesota Multiphasic Personality Inventory or MMPI-2
 - NEO Personality Inventory-Revised
 - Personality Assessment Inventory
 - Rotter's Incomplete Sentences
 - STAXI

- Clinical Report
 - Any other testing deemed advisable by the City or recommended by the Successful Proposer.
2. Perform clinical interviews of applicants requested by the City. Fully evaluate, through interviewing and testing, any history of drug abuse, overdose, counseling, or past and current mental health disorders and determine its potential impact on job performance and provide a recommendation accordingly.
 3. As necessary, participate in the City's Fire and Police Officer Training and Evaluation Programs held throughout the City for the purposes of refining the officer selection process and improving the training program.
 4. Perform psychological screening of applicants for special unit assignments including Vice, Narcotics, Intelligence, Bomb Squad, Tactical Response Team, Tactical Medical Response Team, Hostage Negotiation Team and K-9.
 5. All consulting on personnel issues should be with the Human Resources Department.
 6. As necessary, provide expertise and technical assistance to fire/police department staff in utilizing psychological services in law enforcement and fire service; e.g., investigative hypnosis, hostage negotiation, development of criminal profiles, analysis of terrorist literature and psychological autopsies.
 7. Advise and consult on training and development programs for both Police and Fire personnel.
 8. As necessary, conduct workshops for the City's currently employed police officers, firefighters and their families. For example, the City may call upon the Successful Proposer to provide a workshop in handling stress, understanding the job from a spouse perspective, post-incident reintegration, etc.
 9. Emergency counseling for officers or firefighters on an on-call basis; e.g., post-event traumatic incident counseling. For a major disaster over an extended period of time, a field visit may be required.
 10. Evaluate personnel concerning suitability for his or her job assignments, as required.
 11. Provide Hostage Negotiation Team consultation.

2.5. QUALIFICATIONS OF PROPOSERS

To qualify as the Successful Proposer, the licensed Clinical Psychologist must have the following:

- a. Evaluations shall be conducted by licensed doctoral-level clinical psychologists, except where otherwise permitted by law, with expertise in clinical psychological testing and assessment, and expertise in personnel evaluation using measures of normal personality characteristics, skills, and abilities. Clinical Psychologists shall also be trained and experienced in psychological evaluations for public safety positions, in particular.
- b. Clinical Psychologists shall be familiar with the research literature available on psychological testing for public safety positions. Clinical Psychologists shall also be familiar with employment law impacting the conduct of pre-employment psychological evaluations, including but not limited to the Americans with Disabilities Act (ADA), Equal Employment Opportunity (EEO), or other federal and state laws applicable to the practitioner's jurisdiction. Psychologists shall consult with their own legal counsel when appropriate.
- c. Lead Psychologist: The Successful Proposer shall designate a licensed doctoral-level clinical psychologist to serve as the Lead Psychologist for services performed under this contract. The Lead Psychologist shall meet all applicable qualifications established in this RFP and shall have primary responsibility for clinical oversight of services provided under the contract.

The Lead Psychologist shall also be responsible for personally conducting the independent re-interview and re-evaluation of any applicant or individual who is not cleared, deemed unsuitable, or determined not fit following an initial psychological screening or evaluation, as required under Section 2.4.
- d. Clinical Psychologists must adhere to ethical principles and standards for practice in their jurisdiction.
- e. Clinical Psychologists shall adhere to the established code of ethics, standards, and practices of the American Psychological Association (APA).

1. Physical facilities adequate to handle the volume of in-person psychological screenings within 20 miles of Old City Hall, 315 E. Kennedy Blvd., Tampa, Florida 33602, **with appointment times available Monday through Friday, 8:00 am – 5:00 pm.**
2. Organizational structure and management capable of performing the services efficiently and meeting all other contract obligations.
3. Record of success and reliability in providing psychological services to business and industry. Preferably First Responders **(Law Enforcement and Fire Personnel).**
4. Facilities and staff accessible to City personnel.
5. Financial resources sufficient to ensure good business relations with the City.
6. Licensed to do business and practice in the State of Florida.

2.6. SERVICES TO BE PERFORMED

SERVICE APPOINTMENTS:

The Successful Proposer shall provide the City with a variety of psychological services. Examinations will be performed during normal working hours unless otherwise arranged. The Successful Proposer must be able to acknowledge appointment requests for services within 24 hours or less. Efforts should be made to physically see the employee within 72 hours. The City will be responsible for setting up and scheduling the appointments for service.

EXAMINATIONS:

In a satisfactory, proper and customary manner, as determined by the City, the Successful Proposer shall provide or cause to be provided professional services as more particularly described in Section 2.4 "Services Required". Such Services shall be performed and reported to the City by persons and instrumentalities under the dominion and control of the Clinical Psychologist.

REPORTING SERVICES:

The Successful Proposer shall provide the City with the results via secured email of all psychological screenings within one week from the date of the examination and shall be willing and able to substantiate and defend findings. The Successful Proposer will notify the appropriate City Representative by telephone when applicants do not pass the screening. Reporting documents shall be mailed to the City on a daily basis. All records of examinations conducted shall be retained for a period as required by law only by the Successful Proposer. The Successful Proposer shall retain copies of the summary reports provided to the hiring authorities permanently in its files. At the end of the retention period, the examination documents will be disposed of as required by Florida law regarding records.

Return to Duty or Fitness for Duty preliminary examination results will need to be returned via secured email within 24 hours. The Successful Proposer will immediately notify the appropriate City Representative by telephone when examinations provide a "not fit" result. **Full reports are due to the appropriate City Representative by secured email within five (5) business days.**

SPECIAL EXAMINATIONS:

In addition to the normal examinations, the Successful Proposer may be required to perform special examinations necessitated by unusual circumstances or by law. The prices of such special examinations shall be at favored customer rates.

LICENSING AND EDUCATIONAL REQUIREMENTS:

The Successful Proposer and all persons working under the terms of this contract shall meet and maintain any and all legal requirements for licensing and continuing education for the duration of the contract.

2.7. PROPOSER SUBMITTALS

The following must be submitted in detail with the proposal:

1. Complete and submit the Fee Schedule in section 7 (pricing proposal)
2. Copy of current professional license.
3. Copy of current occupational license.
4. Copy of current business license.
5. Experience, qualifications, training used by Proposer to perform the services, including resources used for Law Enforcement and First Responders personnel.
6. Experience and Qualifications of Staff.
7. Work assignments.
8. Task accomplishment methodology.
9. Curriculum Vitae of Clinical Psychologist(s).
10. List all Professional Organizations/Boards the Proposer is associated with.
11. Provide any disciplinary or administrative action taken against the Proposer by the State of Florida or other US states and any revocation of licensure.

2.8. INDEPENDENT CONTRACTOR STATUS

The Successful Proposer is and shall remain an independent contractor and is neither an agent, employee, partner, nor joint venture of the City.

2.9. COORDINATION WITH THE CITY

The Successful Proposer shall identify a point of contact to work in close coordination with the City's point of contact in Human Resources.

3. GENERAL CONDITIONS

3.1. PROPOSAL DUE DATE

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

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

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3.2. ADDENDUM AND AMENDMENT TO RFP

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

It will be the responsibility of the Proposer to review OpenGov prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to click Confirm Receipt in the OpenGov system for each addenda issued.

3.3. ERRORS AND OMISSIONS

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

3.4. FLORIDA PUBLIC RECORDS LAW

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

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

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

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

1. In accordance with Section 119.071(1)(b)2, Florida Statutes, sealed bids, proposals, or replies received by the City of Tampa pursuant to a competitive solicitation are exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
2. In accordance with Section 119.071(1)(b)3, Florida Statutes, if the City of Tampa rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City of Tampa concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision concerning the reissued competitive solicitation or until the City of Tampa withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City of Tampa notice rejecting all bids, proposals, or replies.

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

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

3.5. CITY OF TAMPA ETHICS CODE

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

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

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

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

3.6. COPYRIGHTS AND PATENT RIGHTS

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

3.7. PROCUREMENT PROTEST PROCEDURES

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

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

3.8. SLBE PARTICIPATION

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

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

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

3.9. INCURRED EXPENSES

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

3.10. PROPOSAL BINDINGS

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

3.11. EQUAL OPPORTUNITY

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

3.12. GOVERNING LAW/VENUE

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

3.13. COMPLIANCE WITH LAWS

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

3.14. FORCE MAJEURE

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

3.15. SURVIVAL

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

3.16. 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 Proposer or the termination of its award.

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

3.17. AUDIT RIGHTS

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

3.18. CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME)

Officer understands that a "person" or "affiliate" who has been placed on the "convicted vendor list" following a "conviction" for a "public entity crime" (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Business Entities placed on either the "discriminatory vendor list" or "antitrust vendor list" are ineligible to transact business with the City of Tampa.

Officer understands and attests that neither Officer, nor any person or affiliate of the Entity, nor the Entity have been placed on any of the above referenced vendor lists that would render the Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

3.19. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits an agency or local governmental entity from contracting for goods or services of one hundred thousand dollars or more with a company or other entity that is on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel, and of \$1 million or more with companies or other entities that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or are engaged in business operations in Cuba or Syria. Specifically, Section 287.135(2), Florida Statutes, states: "A company or other entity is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) One hundred thousand dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to s. 215.473; or 2. Is engaged in business operations in Cuba or Syria."

Upon submitting its bid or proposal, a bidder/proposer: (i) certifies the company or other entity is not in violation of Section 287.135, Florida Statutes, and shall not be in violation at the time the company enters into or renews any resulting contract; and (ii) agrees any such resulting contract shall be deemed to contain a provision that allows the City, at its option, to terminate such contract for cause if the company is found to have submitted a false certification, been placed on one or any of the foregoing Lists, been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria.

3.20. DATA COLLECTION

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

3.21. INDEMNIFICATION

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

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

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

3.22. CONTRACTOR BACKGROUND CHECKS

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

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

3.23. EMPLOYEE VERIFICATION

Officer understands and attests that pursuant to Section 448.095(5), Florida Statutes, the Entity must comply with Florida's E-Verify law to enter into a contract with the City of Tampa.

The undersigned Entity is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees.

No public employer has terminated a contract with the Entity pursuant to Section 448.095(5), Florida Statutes, within the year immediately preceding the date of contracting or submitting a bid, proposal or reply to contract with the City of Tampa.

Entity is currently in compliance and will remain in compliance, for the duration of any contract with the City of Tampa, with all requirements of Section 448.095(5), Florida Statutes.

Officer understands and attests that, if there is a good faith belief that the Entity has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation on the part of the City of Tampa to terminate a contract pursuant to Section 448.095(5), Florida Statutes.

Officer understands and attests that, if there is a good faith belief that one of Entity's subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but the Entity has otherwise complied with its obligations thereunder, then the Entity will be required to immediately terminate the contract with the subcontractor in order to continue providing services to the City of Tampa.

3.24. RESPONSIBLE VENDOR DETERMINATIONS

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

3.25. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

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

3.26. EVALUATION OF PROPOSALS

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

- A. Responsiveness of the Proposal to the scope of work.
- B. Ability, capacity, and skill of the Proposer to perform the scope of work.
- C. Experience of the business and individual members of the business in accomplishing similar services.
- D. Responses of the client references.
- E. Such other information that may be required or secured.

4. **SHORT- LISTING**

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

5. **INTERVIEWS/DEMONSTRATIONS**

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

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

6. The City reserves the following rights to:

- A. Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all Proposers prior to selection; and make investigations of the qualifications of Proposers as it deems appropriate, including, but not limited to, a background investigation conducted by the Tampa Police Department or any other law enforcement agency.
- B. Request that Proposer(s) modify its proposal to meet the needs of the City more fully, including Best and Final Offer(s) (BAFO), or to furnish additional information as the City may reasonably require.
- C. Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award.
- D. Negotiate any modifications to a proposal that it deems acceptable, waive minor irregularities in the procedures, and reject any and all proposals.
- E. Process the selection of the successful Proposer without further discussion.
- F. Waive any irregularity in any proposal, or reject any and all proposals, should it be deemed in its best interest to do so. The City shall be the sole judge of Proposers' qualifications and reserves the right to verify all information submitted by the Proposers. The proposal selected will be that proposal which is judged to be the most beneficial to the City.

7. **Financial Statements.** The City Representative reserves the right to request that Proposers submit their annual financial statements for the last three fiscal years, including company financial statement summaries, certified by a Certified Public Accountant. If the organization has been in business for a period of less than three years, Proposers may be required to submit a detailed business plan in addition to any pertinent information that would allow the City to evaluate the sufficiency of financial resources and the ability of the business to successfully perform the services enumerated in the contract. Unless otherwise stated, such requests would be made after the submission of the proposals and prior to award of a contract.

3.27. BASIS OF AWARD

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

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

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

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

3.28. CONTRACT TERM

The period of the contract shall be for one (1) year from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for four (4) additional one (1) year periods.

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

3.29. NON-APPROPRIATION OF FUNDS

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

3.30. CONTRACT TERMINATION

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

3.31. ADDITION/DELETION

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

3.32. PROPOSAL PRICES

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

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

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

PRICE ESCALATION/DE-ESCALATION.

The City of Tampa will allow a price escalation/de-escalation provision within this award.

The original bid prices shall be firm for a 1-year minimum period. A price escalation/de-escalation will be allowed 1 year after the beginning of the award period and at 1-year intervals thereafter, provided the Awardee notifies the City of Tampa, in writing, of the pending price escalation/de-escalation a minimum of 60 days prior to the effective date of the price escalation/de-escalation. The price escalation percentage change shall not exceed the previous 1-year's percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor's Bureau of Labor Statistics. **Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.**

If, at the point of exercising the price escalation provision, market media indicators show that the prices have decreased, and that the Awardee has not passed the decrease on to the City of Tampa, the City reserves the right to place the Awardee in default, cancel the award, and remove the Awardee from the City of Tampa Bidders List for a period of time deemed suitable by the City. In the event of this occurrence, the City of Tampa further reserves the right to utilize any and/or all options as stated herein.

3.33. GOVERNMENT PURCHASING COUNCIL

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

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

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

	GPC LISTING	
City of Plant City Purchasing Manager Drawer C Plant City, FL 33563 813-659-4270 - Telephone 813-659-4216 - Fax	Hillsborough Community College 39 Columbia Drive Tampa, FL 33606 813-253-7060 – Telephone 813-253-7561 – Fax	Tampa Sports Authority 4201 N. Dale Mabry Highway Tampa, FL 33607 813-673-4300 – Telephone 813-673-4312 – Fax
City of Temple Terrace P.O. Box 16930 Temple Terrace, FL 33687 813-506-6420 – Telephone 813-989-7185 – Fax	Hillsborough County Board of County Commissioners 601 E. Kennedy Blvd., 25th Floor Tampa, FL 33601 Phone: (813) 272-5790 FAX: (813) 272-6290 procurementservices@hillsboroughcounty.org	Tax Collector 601 E. Kennedy Blvd., 14th Floor Tampa, FL 33602 Phone: (813) 307-6222 FAX: (813) 307-6521 www.hillstax.org

Clerk of Circuit Court 601 E. Kennedy Blvd.-13th Floor P.O. Box 1110 Tampa, FL 33601 Phone: (813) 276-8100 Ext.7721 FAX: (813) 272-5521 www.hillsclerk.com	Hillsborough Co. Sheriff's Office P.O. Box 3371 Tampa, FL 33601 813-247-8032 – Telephone 813-242-1825 – Fax	The Children's Board of Hills. County 1002 E. Palm Avenue Tampa, FL 33605 Phone: (813) 229-2884 FAX: (813) 228-8122 www.childrensboard.org
Tampa-Hillsborough County Expressway Authority 1104 East Twiggs St. Suite #300 Tampa, Florida 33602 813-272-6740 – Telephone 813-276-2492 – Fax	State Attorney's Office 800 E. Kennedy Blvd., 5 th Floor Tampa, FL 33602 813-272-5400 – Telephone 813-272-7014 – Fax	University of South Florida Purchasing Services 4202 E Fowler Ave SVC-1072 Tampa, FL 33620 813-971-3340 – Telephone
Hillsborough Area Regional Transit Authority 4305 E. 21 st Street Tampa, FL 33605 813-623-5835 – Telephone 813-664-1119 – Fax	Tampa Port Authority P.O. Box 2192 Tampa, FL 33601 813-905-5164 – Telephone 813-905-5109 – Fax	Property Appraiser 601 E. Kennedy Blvd., 16th Floor Tampa, FL 33602 Phone: (813) 272-6100 FAX: (813) 272-5519 www.hcpafl.org
Hillsborough Co. Aviation Authority P. O. Box 22287 Tampa International Airport Tampa, FL 33622-2287 Phone: (813) 870-8730 FAX: (813) 875-6670 www.tampaairport.com	Supervisor of Elections 601 E. Kennedy Blvd., 16th Floor Tampa, FL 33602 Phone: (813) 276-8274 FAX: (813) 272-7043 www.votehillsborough.org	Tampa Palms Community Dev. Dist. 16311 Tampa Palms Blvd W Tampa, FL 33647 Phone: (813) 977-3933 Fax: (813) 977-6571 www.tpoa.net

Hillsborough County School Board	City of Tampa Housing Auth.	
P. O. Box 3408	1514 Union Street	
Tampa, FL 33601-3408	Tampa, FL 33607	
Phone: (813) 272-4329	813-253-0551 – Telephone	
FAX: (813) 272-4007	813-367-0786 – Fax	
www.sdhc.k12.fl.us		

3.34. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

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

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

3.35. USE OF STATE CONTRACT, GPC, OR COOPERATIVE PURCHASING BIDS

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

3.36. PAYMENT

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

3.37. TAMPA PORT ACCESS

All personnel assigned to provide this service or required to deliver goods to the Port of Tampa, if applicable in this award, shall obtain a Port Pass. To obtain this port pass will require each employee to have a valid photo ID. It is the responsibility of the Awardee to obtain Port Passes before work begins or prior to delivery. Each employee shall display the identification card on outer apparel at all times when on the AWT Plant site or WWC site. Any person found on the site without the required identification card will be directed to leave the site immediately. The time and cost associated with acquiring this ID shall be the Awardee's responsibility.

Documentation, pricing, and other information related to the access requirements for the Port of Tampa can be found at: <https://www.porttb.com/port-security/>

3.38. MINIMUM WAGE AMENDMENT

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

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

3.39. CONTRACT CHANGES

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

3.40. 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 DMI-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 SLBE sub-contractors, the Successful Proposer shall provide form DMI-40 "Letter of Intent" (LOI) for all SLBE sub-contractors the Successful Proposer intends to utilize.
- Form DMI-30-DMI Sub-(Contractors/Consultants/Suppliers) Payments
 - Form DMI-40 Letter of Intent (LOI)

3.41. ASSIGNMENT

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

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

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

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

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

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

3.42. DEFAULT/RE-AWARD

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

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

3.43. NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT

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

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

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

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

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

3.44. FEDERAL REQUIREMENTS

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

1. **DRUG FREE WORKPLACE REQUIREMENTS**

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

2. **EQUAL EMPLOYMENT OPPORTUNITY**

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
 The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
 The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
 The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out

such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

3. DAVIS-BACON ACT

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

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

- A. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for disbarment as a Contractor and subcontractor as provided in 29 CFR § 5.12.

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

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act:

- A. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- C. Withholding for unpaid wages and liquidated damages. The City of Tampa shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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

Clean Air Act

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The Contractor agrees to report each violation to the CITY and Contractor understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Regional Office of the Environmental Protection Agency.
- C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

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

7. SUSPENSION AND DEBARMENT

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

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

Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act which pertains to procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000.00; procuring solid waste management services in a manner that maximizes energy resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

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

9. **ACCESS TO RECORDS**

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

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

10. **DHS SEAL, LOGO, AND FLAGS**

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

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

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

12. **NO OBLIGATION BY FEDERAL GOVERNMENT**

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

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

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

14. **CONFLICT OF INTEREST**

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

15. **MANDATORY DISCLOSURES**

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

16. **BYRD ANTI-LOBBYING AMENDMENT**

- A. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
Contractors who bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- B. Required Certification. Contractors must sign and submit the following certification: Appendix A

4. INSURANCE REQUIREMENTS

4.1. Insurance Requirements

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

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

4.2. Commercial General Liability (CGL) Insurance

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

4.3. Worker's Compensation (WC) & Employer's Liability Insurance

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

4.4. Excess (Umbrella) Liability Insurance

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

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

Where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or

performance specifications. Limits of at least \$1,000,000; deletion of design/ build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same

4.6. Cyber Liability Insurance

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

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

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

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

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

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

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

DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR) - must be disclosed to City and, if over \$500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if an SIR provides a financial guarantee guaranteeing payment of losses and related investigations,

claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with an SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

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

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

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

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

5. CONTENT OF PROPOSALS

5.1. PROPOSER RESPONSIBILITY

1. Proposers are advised that the City's ability to evaluate proposals is dependent in part on the Proposer's ability and willingness to submit proposals which are well ordered, detailed, comprehensive and readable. Clarity of language and adequate, accessible documentation is essential. Proposers should maintain the sequence of sections as they are depicted in the RFP. It is the Proposer's responsibility to examine all specifications and conditions thoroughly and comply fully with specifications and all attached terms and conditions.
It is the Proposer's responsibility to provide a full and complete written response that does not require interpretation or clarification by the City Representative. The Proposer is to provide all requested materials, forms, and information. The Proposer is responsible to ensure the materials submitted will properly and accurately reflect the Proposer specifications and offering. During scoring and evaluation (prior to any interviews), the City Representative will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP deadline; however, this does not limit the right of the City Representative to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past experience by the City in assessing responsibility), or to seek clarifications as needed by the City.
2. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to fulfill the requirements of the proposal. The proposal submitted is the City's official record and recording of the RFP. Submit electronic copies in Acrobat Adobe PDF format. Pages must be identified with page numbers. File name should not contain special characters. Proposer must wait for confirmation of successful document upload.
If Proposer is declaring any portion of the proposal is Confidential and/or Proprietary a copy of proposal marked "REDACTED" should also be provided to the City with the original following the instructions stated under [GENERAL CONDITIONS](#).

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

5.2. CONTENT

The Proposer is cautioned to read and become familiar with all sections of the City of Tampa's (City) RFP package. Failure to do so may result in the submission of an irregular RFP response by the Proposer resulting in its possible rejection by the City. The following

itemized list identifies various items that are mandatory requirements in order to accept the Proposer's response to the City's RFP. No representation is made that the following list is a complete guide to every requirement for consideration by the Proposer.

IN OPENGOV, THE FOLLOWING ITEMS SHALL BE UPLOADED INTO THE PROPOSER'S QUESTIONNAIRE, FORMS, AND ACKNOWLEDGEMENTS SECTION:

PROPONENT'S RESPONSE

- **Title Page.** Type the name of Proposer's firm, address, telephone number, name of contact person, email address, date, and the title of the RFP.
- **Table of Contents.** Include a clear identification of the written material by section and by page number.
- **Response to Proposal.** Specifically state the Proposer's understanding of the work to be accomplished and make a positive commitment to perform the work in SCOPE OF SERVICES.
- **Section "Scope of Services".** Include all the requirements and/or documentation requested under SCOPE OF SERVICES.
- **References.** Include a reference list of at least three clients to whom the Proposer has provided services similar to those being proposed to the City. This list will include the following information:

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

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

If the company has had a contract terminated for default in this period, submit full details including the other party's name, address, and the phone number. Present the company's position on the matter. City Representative will evaluate the facts and may, at its sole discretion, reject the RFP on the grounds of its past experience.

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

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

5.3. REQUIRED FORMS

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

- **Proposer's Affidavit Form** Complete, submit and have notarized the Proposer's Affirmation form provided. This form must be signed by an authorized representative of the firm.
- **Affidavit of Compliance Form** Complete, submit and have notarized the Affidavit of Compliance with Foreign Countries of Concern Pursuant to Section 287.138, Florida Statutes (2023) form provided in the RFP Package. This form must be signed by an authorized representative of the firm.
- **Sub-Contracting Submittals.** No Successful Proposer shall assign the contract or any rights or obligations thereunder without the written consent of the City.
The Successful Proposer shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless prior written consent to subcontract a greater percentage of the work first obtained by the City. In the event of such approved subcontracting, the Successful Proposer agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:

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

These forms must be completed (including signatures) and submitted with all proposals. Submittals that do not contain these completed forms may be deemed "non-responsive". Instructions on completing the forms are included after each form in this RFP package. Subcontractor shall be defined as a business enterprise, firm, partnership, corporation, consultant, or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.
 Supplier shall be defined as a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor, or manufacturer.

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

5.4. REQUIRED CERTIFICATIONS

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

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

5.5. COMPENSATION

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

6. EVALUATION

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	Experience, Qualifications and Personnel	Points Based	40 (40% of Total)
2.	Responsiveness to the Scope of Services	Points Based	20 (20% of Total)
3.	Cost to the City	Points Based	15 (15% of Total)
4.	References	Points Based	10 (10% of Total)
5.	SLBE Participation	Points Based	15 (15% of Total)

7. PRICING PROPOSAL

FEE SCHEDULE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Administer required pre-employment psychological screenings to applicants for employment as Police Officers or Firefighters, including but not limited to: a. Minnesota Multiphasic Personality Inventory or MMPI-3 using Police norms; b. California Psychological Inventory c. Psycho-Social History d. Rotter's Incomplete Sentences e. STAXI f. Clinical Report g. Any other testing deemed advisable by the City.	1	Per Person		
2	Clinical Interviews of applicants if requested by the City.	1	Per Interview		
3	Participation in the City's Police Officer Field Training and Evaluation Program for the purposes of refining the officer selection process and improving the training program.	1	Per Hour		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Psychological screening of applicants for special unit assignments including Vice, Narcotics, Intelligence, Bomb Squad, Tactical Response Team, Tactical Medical Response Team, Hostage Negotiation Team, and K-9, including but not limited to: a. Minnesota Multiphasic Personality Inventory or MMPI-3 using Police norms; b. California Psychological Inventory; c. Psycho-Social History; d. Rotter's Incomplete Sentences; e. STAXI f. Clinical Report g. Any other testing deemed advisable by the City.	1	Per Person		
5	Consultation with the City's Chief of Police, Fire Chief, and staff on personnel management issues.	1	Per Person		
6	Expertise and technical assistance to Police Department staff in utilizing psychological services in law enforcement, e.g., investigative hypnosis, hostage negotiation, development of criminal profiles, analysis of terrorist literature, and psychological autopsies.	1	Per Hour		
7	Advise and consult on training and development programs.	1	Per Hour		
8	Conduct workshops for the City's currently employed Police Officers, Firefighters and their families.	1	Per Hour		
9	Emergency counseling for officers or firefighters on an on-call basis, e.g. post-event traumatic incident counseling.	1	Per Hour		
10	Evaluation of personnel concerning their suitability for their job assignments, as required.	1	Per Hour		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
11	Hostage Negotiation Team consultation.	1	Per Hour		
12	Independent Re-Evaluation by Lead Psychologist	1	Per Evaluation		
13	special examinations necessitated by unusual circumstances or by law	1	Per Examination		
TOTAL					

ADMINISTRATIVE HEARINGS AND COURT APPEARANCES:

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	First hour or fraction thereof	1	Each		
2	For each subsequent hour(s) or fraction thereof	1	Each		
TOTAL					

DEPOSITIONS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	First hour or fraction thereof	1	Each		
2	For each subsequent hour(s) or fraction thereof	1	Each		
TOTAL					

8. PROPOSER'S QUESTIONNAIRE, FORMS, AND ACKNOWLEDGEMENTS

1. Authorized Representative's Information*

Please include the following information regarding your Authorized Representative:

- Name
- Title
- Mailing Address

- Telephone Number
- Email Address

*Response required

2. Type of Organization*
How is your business organized?

- ☐ Individual
- ☐ Small Business
- ☐ Non-Profit
- ☐ LLC
- ☐ Partnership
- ☐ Corporation
- ☐ Joint Venture

*Response required

3. Business License*

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

- ☐ Yes
- ☐ No

*Response required

When equals "Yes"

3.1. License Number*

Enter your Florida Business License Number here.

*Response required

When equals "Yes"

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

*Response required

4. Public Record Declaration or Claim of Exemption*

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

Do you claim any exemptions from the public records laws?

- ☐ Yes
- ☐ No

*Response required

When equals "Yes"

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

Upload a redacted copy of your submittal.

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

*Response required

5. Conflict(s) of Interest*

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

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

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

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

Do you need to disclose any Conflicts of Interest?

☐ Yes

☐ No

*Response required

When equals "Yes"

5.1. Conflict(s) of Interest*

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

*Response required

6. Response to Proposal*

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

*Response required

7. Sub-Contracting Submittals*

Please download the below documents.

Failure to Complete, Sign and Submit Form DMI-10 & DMI-20 MAY render the Bid or Proposal Non-Responsive.

DMI-40 is required to be submitted within ten (10) working days after the Notice of Intent to Award is posted if subcontractors are to be utilized.

- [DMI-10-Form-Solicit-All-Sub...](#)
- [DMI-20-Form-Solicit-All-Sub...](#)
- [DMI-40-Form-LOI-Letter-of-I...](#)

*Response required

8. Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying*
Please download the below documents, complete, and upload.

- [APPENDIX A, 44 C.F.R. PART ...](#)

*Response required

9. AFFIDAVIT OF COMPLIANCE WITH FLORIDA STATUTORY PROVISIONS*
Please download the below documents, complete, and upload.

- [Attestation of Statutory Co...](#)

*Response required

10. Proposal Confirmation*

By clicking Confirm below, the Proposer complies with all of the requirements of the RFP package including but not limited to Communication Policy and City of Tampa Ethics Code contained in SECTION "GENERAL CONDITIONS".

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

☐ Please confirm

*Response required

11. Document Uploads*
Please upload your bid proposal documents here.

*Response required

12. PROPOSER'S AFFIDAVIT*
Please download the below documents, complete, and upload.

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

*Response required