

**TAB 8:**

# **SUB-CONTRACTING SUBMITTALS**


### **SMALL BUSINESS SUBCONTRACTING PARTICIPATION PLAN**

Block by Block has vast experience working with DBE/MWBE and small business partners as part of our Ambassador Programs nationwide and is committed to making good faith efforts to meet the goal set by the City of Tampa. Given that about 67.5% of the budget is labor hours and knowing from our prior experience working with staffing firms this could potentially increase the hourly bill rate by 12% to 15% per labor hour, we believe it would be prudent to await a final budget and scope before finalizing any subcontracting plans. Block by Block would then look at all options: staffing, vehicles, equipment, janitorial supplies and uniforms to make every good faith effort to involve small businesses and DBE/MWBE firms. Outsourcing to DBE firms would likely add between 9% and 12% to the total contact amount, which we are glad to coordinate.

The following documentation has been provided based on not utilizing any subcontracting firms.





Signed:  Name/Title: Blair M. Bride Date: 5.2.22  
**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive**  
**Forms must be included with Bid / Proposal**

MBD 10 rev./effective 02/2016



**Page 2 of 4 – DMI Solicited/Utilized**  
**Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form**  
**(Form MBD-10)**

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

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

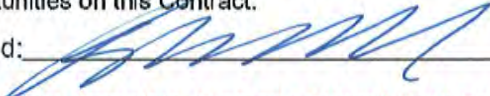
The following instructions are for information of any and all subcontractors solicited.

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



66  BLOCK BY BLOCK

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

Signed:  Name/Title: Blair M. Bride Date: 5.2.22  
President

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

MBD 20 rev./effective 02/2016





## Page 4 of 4 DMI – Solicited/Utilized

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

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

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

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

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

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

If additional Information is required or you have questions, please visit the Equal Business Opportunity Office website at [www.tampagov.net/ebo](http://www.tampagov.net/ebo).



☐ Partial    ☐ Final

Contract No.:22-P-00519 Contract Name: YBOR CITY COMMUNITY AMBASSADORS AND ENVIRONMENTAL CLEAN TEAM

RFP# 41050322

RFP# 41050322  
Company Name: Mydett Services Inc. d.b.a. Address: 640 S. 4th Street Louisville, KY 40202

Federal ID: 31-1332763 Phone: (602) 749-1151 Fax: \_\_\_\_\_ Email: bmcbride@blockbyblock.com

GC Pay Period: \_\_\_\_\_ Payment Request/Invoice Number: \_\_\_\_\_ City Department: \_\_\_\_\_

Total Amount Requested for pay period: \$ 0 Total Contract Amount (including change orders): \$ \_\_\_\_\_

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

None

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

Signed:

Name/Title: Blair McBride  
President

Date: 5.2.21

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

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





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

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

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

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

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

*Forms must be signed and dated or will be considered incomplete. The company authorized representative must sign and certify the information is true and accurate. Failure to sign this document or return the document unsigned can be cause for determining a company is in non-compliance of Ordinance Chapter 26.5.*

If any additional information is required or you have any questions, visit the Equal Business Opportunity Office website at [www.tampagov.net/ebo](http://www.tampagov.net/ebo)



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

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

**Bid/Proposal/Contract Number:** 410 50 322

**Bid/Proposal/Contract Name:** YBOR City Community Ambassadors & Environmental Clean Team

**A. To be completed by the Bidder/Service Provider**

Name of Bidder: Mydatt Services Inc. d.b.a. Block by Block  
 Address: 640 S. 4th Street - Suite 110  
Louisville, KY 40202  
 Contact Person: Blair M. Bride  
 Telephone: (502) 604-5590 Fax: \_\_\_\_\_  
 Email: bmbride@blockbyblock.com

**B. To be completed by WMBE/SLBE**

Name of WMBE/SLBE: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

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

NA  
 \_\_\_\_\_  
 \_\_\_\_\_

**D. Cost of work to be performed by WMBE/SLBE:** \_\_\_\_\_

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

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

Bidder/Proposer: [Signature] Date: 5.2.22  
 Signature and Title

WMBE/SLBE Firm: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature and Title



**TAB 9:**

# **PROPOSER'S AFFIRMATION**

**TAB 9:**

# **PROPOSER'S SIGNATURE FORM**



# ATTACHMENT A: FINANCIAL STATEMENTS

## Consolidated Balance Sheets

December 31, 2021 and 2020

	<u>Assets</u>	
	<u>2021</u>	<u>2020</u>
<b>Current assets:</b>		
Cash and cash equivalents	\$ 23,808,986	\$ 23,044,643
Accounts receivable - trade, net of allowance for doubtful accounts of \$516,623 and \$242,905 in 2021 and 2020, respectively	24,784,581	22,140,800
Accounts receivable - other	292,440	229,786
Inventories	1,819,106	1,546,163
Prepaid expenses and other current assets	<u>4,196,653</u>	<u>7,002,166</u>
<b>Total current assets</b>	<b>54,901,766</b>	<b>53,963,558</b>
Property and equipment, net	59,719,468	58,340,907
Goodwill, net	33,048,181	38,073,614
Other intangible assets, net	12,351,396	13,157,586
Security deposits	154,351	174,185
Investments	250,221	446,859
Deferred income taxes	<u>3,529,000</u>	<u>2,639,000</u>
<b>Total assets</b>	<b>\$ 163,954,383</b>	<b>\$ 166,795,709</b>
	<u>Liabilities and Stockholders' Equity</u>	
<b>Current liabilities:</b>		
Accounts payable	\$ 7,099,817	\$ 8,640,095
Accrued compensation and related withholdings	10,899,668	12,175,912
Other accrued expenses	7,611,237	8,604,833
Distributions payable	3,273,590	3,853,636
Current portion of long-term debt	4,635,769	3,880,968
Current portion of Paycheck Protection Program loans	-	3,103,210
Deferred revenue	<u>337,002</u>	<u>690,331</u>
<b>Total current liabilities</b>	<b>33,857,083</b>	<b>40,948,985</b>
Long-term debt, excluding current portion	45,562,707	50,123,890
Paycheck Protection Program loans	-	9,555,613
Subordinated promissory notes payable	10,475,000	10,475,000
Interest rate swap liability	1,205,910	3,169,423
Other long-term liabilities	<u>28,236,633</u>	<u>24,242,186</u>
<b>Total liabilities</b>	<b>119,337,333</b>	<b>138,515,097</b>
<b>Stockholders' equity:</b>		
<b>Controlling interest equity:</b>		
Common stock, 100,000 shares authorized and issued, 96,570 shares outstanding; par value \$0.001	99	99
Treasury stock, 3,430 shares outstanding; par value \$0.001	(3)	(3)
Retained earnings	44,480,415	30,430,944
Accumulated other comprehensive loss	<u>(1,172,357)</u>	<u>(3,477,086)</u>
<b>Total controlling interest equity</b>	<b>43,308,154</b>	<b>26,953,954</b>
<b>Noncontrolling interest</b>	<b><u>1,308,896</u></b>	<b><u>1,326,658</u></b>
<b>Total stockholders' equity</b>	<b><u>44,617,050</u></b>	<b><u>28,280,612</u></b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 163,954,383</b>	<b>\$ 166,795,709</b>

See accompanying notes to the consolidated financial statements.

# SMS HOLDINGS CORPORATION AND SUBSIDIARIES

## Consolidated Statements of Operations

Years ended December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Revenues	\$ <u>390,001,677</u>	\$ <u>338,709,773</u>
Cost of revenues:		
Salaries, wages, and other operating expenses	328,700,671	285,357,509
Depreciation of property and equipment	<u>9,298,480</u>	<u>8,464,477</u>
Total cost of revenues	<u>337,999,151</u>	<u>293,821,986</u>
Gross profit	52,002,526	44,887,787
Selling and administrative expenses	29,269,781	27,888,059
Depreciation of property and equipment	224,438	203,577
Amortization of goodwill	<u>6,850,627</u>	<u>6,670,040</u>
Operating income	<u>15,657,680</u>	<u>10,126,111</u>
Other income (expense):		
Interest expense, net	(3,784,402)	(4,650,734)
Foreign currency exchange	(21,602)	(155,311)
Gain (loss) on disposal of property and equipment	(132,548)	953,428
Gain on forgiveness of Paycheck Protection Program loan (Note 8)	12,658,823	-
Other expense	<u>-</u>	<u>(75,000)</u>
Total other income (expense), net	<u>8,720,271</u>	<u>(3,927,617)</u>
Income before income taxes	24,377,951	6,198,494
Income tax expense (benefit) on continuing operations	<u>1,263,115</u>	<u>1,957,678</u>
Income from continuing operations	23,114,836	4,240,816
Income (loss) from discontinued operations, net of income taxes	<u>(2,048,415)</u>	<u>2,197,798</u>
Net income	21,066,421	6,438,614
Net loss attributable to noncontrolling interest	<u>(17,762)</u>	<u>(35,180)</u>
Net income attributable to controlling interest	<u>\$ 21,084,183</u>	<u>\$ 6,473,794</u>





640 South 4th Street, Ste. 110  
Louisville, KY 40202  
502.749.1551  
[www.blockbyblock.com](http://www.blockbyblock.com)



**Purchasing Department**  
**Gregory K. Spearman, CPPO, Director**

306 E. Jackson Street, 2E  
Tampa, Florida 33602

Office (813) 274-8351  
Fax: (813) 274-8355

April 7, 2022

**REQUEST FOR PROPOSALS (RFP)**  
**YBOR CITY COMMUNITY AMBASSADORS AND ENVIRONMENTAL CLEAN TEAM**

Pursuant to Chapter 69-1119, Special Acts, Laws of Florida, sealed proposals for **YBOR CITY COMMUNITY AMBASSADORS AND ENVIRONMENTAL CLEAN TEAM, RFP # 41050322** will be received by the Director of Purchasing, City of Tampa, until **2:30 PM, MAY 6, 2022**, then to be opened and read aloud.

A **MANDATORY PRE-PROPOSAL CONFERENCE** will be held on **THURSDAY, APRIL 14, 2022 @ 1:30 PM** at the Ybor City Development Corporation (YCDC) offices, 2015 E. 7th Avenue, Tampa, FL, 33605 (phone/conference call services will not be provided). The purpose of this conference is to answer questions that may arise from the RFP documents. Free parking is available on the adjacent parking lot next to the office or 2 hours of free parking on the street.

A **MANDATORY SITE VISIT** shall commence immediately following the pre-proposal conference. This will be the only site visit available. **PLEASE BRING A COPY OF THE RFP TO THE PRE-PROPOSAL CONFERENCE.**

Proposals may be submitted electronically via the Internet as an attachment to an email, addressed to **[BidControl@Tampagov.net](mailto:BidControl@Tampagov.net)**. The subject line of the email should include the RFP number and title listed above. Verification of the City's receipt of a bid submitted by email is the Proposer's responsibility. **To ensure that an electronic submittal is received by the opening date and time listed above, it is recommended that the Proposer submit their proposal no less than 30 minutes prior to the deadline. VERIFICATION OF THE CITY'S RECEIPT OF A PROPOSAL SUBMITTED ELECTRONICALLY IS THE PROPOSER'S RESPONSIBILITY. To verify receipt of proposals sent electronically, Proposers may contact the Purchasing Department at 813-274-8351.**

As an alternative, hard copy proposals, **including an additional copy on a USB flash drive**, may be submitted to City of Tampa Purchasing Department, 306 E. Jackson St, 2E, Tampa, FL 33602 prior to the response deadline. The shipping or enclosure envelope must be clearly marked with the RFP number and RP title listed above. The Tampa Municipal Office Building is a controlled access building, and all visitors are required to obtain a Visitor's Pass prior to visit the Purchasing Department.

Proposals submitted by telegram, telephone or transmitted by facsimile (FAX) machine will not be accepted. No Proposal may be withdrawn after the time fixed for opening of the RFP Proposals.

In connection with the public opening of the Proposals and the non-mandatory Pre-Proposal Conference and 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 the Pre-Proposal Conference and/or the public opening or associated public meeting 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](mailto:TampaADA@tampagov.net), or by submitting an ADA - Accommodations Request online form available at <http://www.tampagov.net/ADARrequest>. Please note that the City of Tampa may not be able to accommodate any request received less than 48 hours before the scheduled public 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 this bid should be referred to **Tony McGee, Certified Procurement Analyst**, and submitted by email to [Tony.McGee@TampaGov.net](mailto:Tony.McGee@TampaGov.net), and will be accepted up to five days prior to the scheduled opening date and time referenced above. Per the City of Tampa's Communication Policy during any solicitation period prior to final award approval by the Purchasing Department and/or City Council, including any protest and/or appeal, there should be no contact with City officials or employees, other than with the individual listed in this solicitation, the Director of Purchasing or the Legal Department, permitted from any Proposer. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

All Proposals received after the due date and time shall be rejected. Offers by telegram, telephone or transmitted by facsimile (FAX) machine are not acceptable. No bid may be withdrawn or modified after the time fixed for the opening of bids.

### **STATEMENT OF NO BID**

### **WE WANT YOUR FEEDBACK BECAUSE IT MATTERS TO US**

The Purchasing Department's mission is to provide the best specifications in our Bid and Request for Proposals package to receive maximum participation from the industry/market. Please take a few minutes to briefly explain to us why you will not be responding to the City's Bid or Request for Proposal.

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## **SECTION I. SCOPE OF SERVICES**

### **1. INTRODUCTION**

The City of Tampa's Ybor City Community Redevelopment Area (CRA) Office is seeking proposals from qualified service companies to provide a combined program for Community Ambassadors and Environmental Clean Team Services, formerly known as the Ybor Environmental Services (YES) Team. To date, these district services have been provided apart from one another. Individual W-9 contractors have performed the Ambassador duties while a separate contracted company has provided districtwide cleaning services to include Right of Way (ROW) landscaping in Ybor City's residential areas.

The new, combined services are to be provided by a specialized contractor to manage and operate a highly effective and accountable Community Ambassadors and Environmental Clean Team Services Program. All team members will consistently provide the highest level of hospitality. The team will be approachable, knowledgeable, and trained in customer service; employee and visitor outreach; crime deterrent measures; janitorial services; landscaping and grounds maintenance; sidewalk/ROW cleaning/sweeping, litter pickup, pressure washing; and other skills needed to address the dynamic needs within Ybor City's public realm.

The success of this program is very-much dependent upon the Successful Proposer having a reliable, highly responsive, engaged manager with experience in the above and/or leading a diversified team with these skills. The manager and company also will have established systems and procedures applied in past performance.

### **2. BACKGROUND**

Ybor City, Tampa's National Historic Landmark District, is a visitor destination with a very vibrant nightlife, as well as a mixed-use commercial and residential community. The historic district enjoys a high percentage of pedestrian activity during daytime hours, especially during weekend evening hours, and at special events. Today, Ybor City's permanent residents, business community and countless visitors appreciate the historic charm, warm weather, and an incredible range of entertainment, nightlife, and dining experiences. Many special events take place in Ybor City throughout the year to include districtwide parades and festivals, as well as arts and cultural events and activities.

With the influx of new development, residents and businesses, the historic district faces new challenges with maintaining a clean and visitor-friendly environment. Recently, the district has been perceived as an unwelcoming place to visit from a public safety perspective. This perception is something that must shift, which we expect it to through this community ambassador, maintenance, and cleaning operation.

The current Ambassador program has operated almost exclusively in the daytime employing individuals as independent contractors. The new combined program intends to expand the Ambassador team and hours of operation to, for instance, include light duty from approximately noon to 8 p.m. Sunday through Thursday and noon to midnight Friday and Saturday. This contract should allow for adjustment of hours for the Community Ambassadors as we execute and learn what coincides with district activity.

The YES Team has provided common area district cleaning and landscaping services since 2000. Several contractors, through a competitive bid process, have provided these services without a community Ambassador component. The combination of the Ambassador and clean team services will be a more efficient model that's expected to provide a higher level of service and quality of life for area residents, workers, and visitors. The program also will help further our community redevelopment goal to attract private investment while continuing to remedy Ybor City's blighted conditions.

### **3. OVERALL PROGRAM GOAL AND OBJECTIVES**

The overall goal of the program is to provide a professional, effective, exceptional Community Ambassador and Environmental Clean Team program for the Ybor City Community Redevelopment Areas I and II (see exhibits A and B). The contractor will provide an extremely closely monitored and responsibly managed tailored program based on best practices from identified cities. Team members will be uniformed and well-trained to provide a high level of hospitality; crime deterrent measures; common area/public ROW cleaning and landscaping services. The Successful Proposer shall be contractually responsible for elevating the level of cleanliness of the National Historic Landmark District while managing a

customer-friendly Ambassador program with constant street presence. Developing relationships with local business operators and community stakeholders is a very important component to this contract.

A monthly electronic report (verbal presentation, when requested) of all team member activities will be required to share with the CRA Community Advisory Committee/Ybor City Development Corporation Board of Directors to include but not limited to activities and reports such as:

- Identify trends observed related to the reality as well as the perception of Public Safety in Ybor City
- Basic activity entry
- Maintenance reporting
- Incident reporting
- Persons of interest interaction
- Ambassador walk paths
- Activity reporting by property/business/parcel
- Street fixtures management database
- Customer portal to reporting system
- Contractor management site visit audits
- Supervisor auditing
- 'Board Ready' reporting
- Automatic sending of reports

#### **4. TRAINING FOR COMMUNITY AMBASSADORS AND ENVIRONMENTAL CLEAN TEAM**

Training will be important to the success of the overall program. Training will include extensive initial training as well as ongoing training programs to refresh and enhance basic knowledge. Initial training will consist of field instruction prior to members fulfilling their assigned deployments. Contractor shall submit a detailed training plan and schedule with this proposal and will coordinate with all city departments (with CRA staff support) involved in team member training. Detailed training practices and manuals must be made available prior to training. Training is to be provided by the contractor at the contractor's expense and shall include (but not be limited to):

- Philosophy and mission of the City and the program
- Policies regarding personal conduct, attitude, and etiquette
- Public relations and customer service
- 'Street Smarts,' security awareness, dealing with conflict, terrorism, gang awareness
- Dealing with emotional/aggressive behavior, persons experiencing homelessness, persons with mental health concerns (with special emphasis on supporting persons on the autistic spectrum)
- History of Ybor, including areas of interest
- Employee code of conduct/rules and regulations
- Scheduling, assignments, procedures
- Uniform maintenance and appearance
- Equipment use and maintenance
- Radio/communications device use and etiquette
- Daily procedures
- Special event procedures
- Data collection, report writing, emergency reporting procedures
- Program activity reporting
- Personal safety policies and procedures, emergency procedures
- Legal responsibilities
- Chain of command
- Field training on area geography, points of interest, businesses/services
- Bicycle/Segway/golf cart/truck/trailer/pressure washer/lawnmower/other various equipment safety operations
- Community sensitivity and cultural diversity



## 5. COMMUNITY AMBASSADORS

The goal of the Ambassador program is to positively contribute to the Ybor CRA through team members that serve as a welcoming face for residents, workers, and visitors. The program will provide services within Ybor City's commercial core district where there is a concentration of businesses, activities, and high pedestrian traffic. Team members will be easily recognized due to wearing distinctive uniforms.

Ambassadors should establish positive relationships with property and business owners, workers, and visitors by providing information, directions, assistance, and other customer-oriented support. Ambassadors will report maintenance issues in the area including burned-out streetlights, damaged public property, trip hazards on sidewalks, broken glass, etc. If the issue is minor, an Ambassador should immediately address, such as picking up trash on the sidewalk and placing it in a receptacle, or removing a flyer or sticker taped to a light pole. They should strive to represent model citizens, helping to care for, respect, and maintain the aesthetics and appeal of the National Historic Landmark District.

The Ambassadors are not to function as law enforcement officers; however, they will have a very strong relationship with the Tampa Police Department. They will be required to report any actual and/or suspected criminal activity. Similarly, they are not expected to act as City Code Enforcement Officers, but they will be trained to identify and report the most obvious zoning and building code violations.

The Ambassador Program will work in conjunction with local area agencies and the TPD Homeless Liaison Officers to assist people experiencing homelessness and make social service referrals, etc., as appropriate.

The Ambassadors will work with the Clean Team Service members and/or City's Solid Waste team to report major unsightly debris and other aesthetic issues.

### 5.1 COMMUNITY AMBASSADOR DUTIES (included but not limited to):

- Provide friendly, concierge type service to visitors, merchants, and property owners.
- Be trained in customer service and public relations in a manner that promotes the positive image of the district.
- Incorporate best practices in communication with all area stakeholders and document all issues and interactions with the public.
- Know the history of Ybor City and its landmarks to appropriately communicate the history to individuals and/or groups on a regular basis.
- Be familiar with Ybor's redevelopment story and stay familiar with current projects underway.
- Ambassadors will be trained and knowledgeable about points of interest, calendar of special events and services located in the area.
- Visit an established number of businesses per shift as part of his/her regular routine to listen and catalog successes, needs, and concerns as well as distribute Ybor CRA information.
- Be deployed to their assigned zones to act as a deterrent for unwanted activity, as well as interact with an established number of businesses, service area employees, residents, and visitors per shift.
- Circulate throughout the public areas on a regular schedule or other strategic deployment plan to engage with stakeholders, provide the public with information, and offer other assistance.
- Serve as a presence to enhance the image of Ybor and provide suspicious activity to law enforcement and other partner agencies. (Ambassadors will not function as deputized law enforcement officers, nor will they carry weapons of any kind.)
- Initiate law enforcement calls for service when appropriate.
- Interact with the city's homeless population in a caring and compassionate manner and will provide information as to resources available in the community to assist them.
- Provide appropriate directions, offer safety escort service, and assist stranded motorists.
- If anyone is identified as being in distress, call 911.
- Provide responsive, 'on demand' services during advertised hours of service to respond to the needs of stakeholders.
- Utilize and maintain an electronic online data and other work order system capable of generating reports and analyzing data statistically, spatially, and in real-time.
- Observe and report any lighting outages and/or damaged infrastructure/streetscape to the Ybor CRA office immediately.

- Report public ROW maintenance issues, pick up loose trash that can be placed in a receptacle, remove graffiti/stickers/handbills, and/or other small maintenance items that can be addressed immediately.
- Recognize the most obvious zoning and building code violations and report them to the Code Enforcement liaison and copy the Ybor CRA office.
- Work with the CRA office to establish a process that prevents redundancy with city forces.
- Outfitted with distinctive, highly visible uniforms that will be agreed upon between the contractor and the Ybor CRA staff.
- Exercise independent good judgment with minimal supervision.
- Perform special assignments and related tasks as requested by the Ybor CRA office.

## **6. ENVIRONMENTAL CLEAN TEAM SERVICES**

The goal of the Clean Team Program is to provide a wrap-around service to City of Tampa Solid Waste (SW) for enhanced cleaning services in the Ybor City Historic District. The program will provide a variety of services in both Ybor City CRA 1 and 2 (see Exhibits A, B, C and D). Work requirements entail janitorial, landscaping and grounds maintenance, sidewalk/ROW cleaning/sweeping, litter and broken glass pick-up and spot pressure washing on ROW and more intensive pressure washing in alleys. The Successful Proposer is responsible for identifying and securing a local office by the start of the contract with adequate equipment storage space, furnishing all labor, materials, and equipment necessary to perform the cleaning and landscaping services in the manner described below:

### **6.1 CRA 1 SERVICE AREA DUTIES - Cleaning and Landscaping Services (included but not limited to)**

#### **6.1.1 Hard Surface Cleaning Areas**

- Daily sidewalk cleaning/sweeping/blowing, alley cleaning, deodorizing and routine pressure washing of alleys, litter baskets and lids, benches, as well as spot pressure washing of 7<sup>th</sup> Avenue and as needed and throughout the district. This includes cleaning of feces, urine, gum removal and vomit.
- Weekly intensive pressure washing of district alleys to include:
  - a. 15<sup>th</sup> to 16<sup>th</sup> Streets south of 7<sup>th</sup> Avenue
  - b. 16<sup>th</sup> to 17<sup>th</sup> Streets south and north of 7<sup>th</sup> Avenue (only a portion on north side)
  - c. 17<sup>th</sup> to 18<sup>th</sup> Streets north of 7<sup>th</sup> Avenue
  - d. 18<sup>th</sup> to 19<sup>th</sup> Streets north of 7<sup>th</sup> Avenue
  - e. 19<sup>th</sup> to 20<sup>th</sup> Streets south of 7<sup>th</sup> Avenue
  - f. All other alleys in the CRA 1 Service Area will be required either monthly or on an as-needed basis upon request throughout the pressure washing service area. This includes utilizing hot water and deodorizing for odor in all alleys and brick aprons.
- Quarterly pressure washing of the Fernando Noriega Jr. and Centro Ybor Parking Garage Restrooms.
- Spot pressure washing of sidewalks, curbs and alleys throughout the pressure washing service area.
- Pressure-washing equipment should be self-contained and capable of delivering both hot and cold water. Use 3500 PSI and all chemicals must be biodegradable.
  - Contractor shall provide a schedule to Ybor CRA staff that is sensitive to the openings of the merchants in the district, as well as residents.
- Daily litter pickup and cleanup in and around waste containers, baskets, carts, sidewalks, tree grates, street curbs, alleys, dumpsters, compactors within all ROW, which includes picking up discarded cigars and cigarette butts (including in and around tree grates), bottles, broken glass, plastic cups, waste-paper and other waste material, including human waste, and at times removal of dead animals.
- Merchants and owners are required to place their Solid Waste carts at the base of the alleys the evening before their service dates. At times, the Clean Team will be responsible for retrieving overflow carts from district alleys and place at curbside for special pick-ups, as well as pull back SW containers to place of business with previously approved agreements with SW and businesses.
- Removal of handbills, stickers, posters and similar items from poles, signs and other fixtures and sidewalks.
- Awardee will respond promptly (within the same workday) to special requests from Ybor CRA staff, in coordination with Code Enforcement and Solid Waste staff for removal and disposal of large piles of debris, furniture, appliances, or other items illegally dumped on City ROW when other city departments are not available, especially in and around alley carts, dumpsters, and compactors in alleys and other locations. There is an existing location currently identified for disposal.



### **6.1.2 Landscaping and Green Area Maintenance**

- Cleanup of City vacant lots, such as 16<sup>th</sup> Street and 6<sup>th</sup> Avenue mowing of CSX railroad ROW and public ROW to include mowing, trimming, pruning, edging, blowing, and weed removal once every two weeks, and herbicide treatment monthly and as needed during rainy season.
- Litter pick-up, blowing and weed removal on 7<sup>th</sup>, 8<sup>th</sup> and 9<sup>th</sup> and Palm Avenues, including North/South side streets, as well as 21<sup>st</sup> and 22<sup>nd</sup> streets occurs daily.
- ROW consists of all turf areas between sidewalks, curb, and roads. Where there are no sidewalks, the standard width to cut into the ROW is typically from eight feet or more to the property line (this could be up to 15-20 ft. in some areas).

### **6.1.3 Public Restroom and Ybor CRA Office Cleaning**

- Cleaning, stocking of supplies and general maintenance and minor repairs such as fixture replacements and minor plumbing at the Centro Ybor Garage and the Fernando Noriega, Jr. Palm Avenue Parking Garage public restrooms. The proposer will contact the designated City approved plumber, in the event of an emergency, and follow-up with Ybor CRA staff for notification of problems.
- Sweeping, mopping, deodorizing, wipe-down of toilets, urinals, sinks and mirrors, hand driers, trash containers, and tile walls.
- Close coordination with Facilities Management and Security Guards on duty for damage to property and emergencies with CRA staff follow-up.
- Restroom hours of operation are Sunday thru Wednesday 9 a.m. to 8 p.m.; Thursday thru Saturday 9 a.m. to 4 a.m. also are open for special events. Staffing/cleaning/stocking must be provided hourly and intensive cleaning/stocking at COB.
- Cleaning of the Ybor CRA Office up to two times per week.

## **6.2 CRA 2 SERVICE AREA DUTIES - Cleaning and Landscaping Services (included but not limited to)**

### **6.2.1 Hard Surface Cleaning Areas**

- Daily sweeping/blowing of streets, sidewalks, and alleys to clear of litter, broken glass, discarded cigars and cigarette butts (including in and around tree grates), garbage containers overflow and spot pressure-washing of 7<sup>th</sup> Avenue east of 22<sup>nd</sup> to 26<sup>th</sup> Streets to maintain a litter-free, sanitary appearance always.
- Weekly sweeping, blowing and litter pick-up of City ROW throughout CRA 2.

### **6.2.3 Landscaping and Green Area Maintenance**

- Litter pick-up, mowing, trimming, edging, and blowing of City ROW to include sidewalks, streets, curbs, alleys, and CSX Railroad tracks every three weeks. This includes picking up and bagging of leaves, as needed.
- Where there are no sidewalks, the standard width to cut into the ROW is typically from eight feet or more to the property line (this could be up to 15-20 ft. in some areas).
- Awardee will respond promptly (within the same workday) to special requests from Ybor CRA staff, in coordination with Code Enforcement and Solid Waste staff, for removal and disposal of large piles of debris, furniture, appliances, or other items illegally dumped on City ROW, when other city departments are not available. There is an existing location currently identified for disposal.

### **6.2.4 Expanded Boundary Area – (See attached Expanded Boundary map.)**

- The Enhanced Boundary Area identified in red on the map is to be **cost out separately** due to a separate funding source, however, will follow the CRA 2 service area duties and responsibilities.

## **6.3 DUTIES FOR BOTH CRA 1 AND CRA 2 SERVICE AREAS**

- Litter pick-up, and area cleanup to include sweeping/blowing of sidewalks, streets, curbs, ROW, and alleys, including the immediate areas surrounding waste containers.
- Cleaning and removal of litter, trash, and debris including palm fronds on the ground, all types of paper, cigarette packages and butts, leaves, gravel or rocks, cans, cardboard, boxes, plastic refuse, bottles, broken glass, beverage spills, urine, feces, vomit and, at times dead animals.
- There should be rovers identified tasked with daily use of leaf blowers and litter pickup in all areas in addition to responsibilities listed above.

## **7. PROGRAM OPERATIONAL CONSIDERATIONS AND REQUIREMENTS**

### **7.1 EQUIPMENT**

- Provide a list of equipment to be used to perform the services, and include the number, year, make and model of each type of equipment.
- The equipment must be kept operational, clean, and presentable always and able to perform in such a manner and image as to meet the requirements.
- Golf carts are a useful means of quickly surveying the district and prove efficient for litter pick-up. The preference is that the team mostly walk for better trash identification and pick-up. Golf Carts will not be left unsecured and will not block roadways.
- Clean Team logo magnets will be clearly affixed to all vehicles.

### **7.2 OFFICE LOCATION AND STAGING AREA REQUIREMENTS**

Provide an office and/or an equipment storage area large enough to accommodate the staff, equipment, and City dumpster. The business space location shall be located within or near the service areas to perform the required services in an efficient and timely manner. At times, the YES Team will salvage downed Public ROW signs and/or other damaged streetscape amenities, such as five-globe lamppost globes, to be stored at the Clean Team site until retrieved by City workers. Some materials such as litter basket lids and other purchased streetscape amenities may be stored at the Clean Team site prior to installation.

### **7.3 STAFFING AND SUPERVISION REQUIREMENTS**

- Provide an Operational Plan that includes a narrative description that demonstrates the Proposer's ability to provide the services and method of operation requested in this RFP.
- The Plan must provide an Organizational Chart, describe the management structure, and list the number of staff that will comprise both the Ambassador and Clean Team. Note that staffing must include a manager and/or supervisor on duty during most hours of operation, including weekends.
- Provide job descriptions for each position.

### **7.4 HOURS OF OPERATIONS REQUIREMENTS AND COMPENSATION**

- Hours of operation are generally early morning hours as a wrap-around service to Solid Waste and pressure washing usually occurs during this time.
  - Pressure-washing of alleys has started around 3 or 4 a.m. Spot pressure washing has occurred during daytime. The wrap-around to solid waste occurs whenever they arrive but usually in the morning hours.
- Alleys and 7<sup>th</sup> Avenue must be cleaned no later than 11:30 a.m.
- Landscaping services (ROW mowing) cannot begin prior to 8 a.m.
- The Successful Proposer must perform the work in the required time intervals listed in the RFP.
- Provide a schedule for early morning services, afternoon and evening coverage including weekend and restroom coverage, and overall coverage Monday thru Friday.
- The contractor will submit an electronic monthly spreadsheet depicting employees' schedules and service areas to be completed according to the service schedule each month. Submit a weekly

report/spreadsheet of the work performed that is verified and satisfactorily completed and inspected with Management prior to CRA staff.

- Provide the minimum hours and rates required herein to provide the level of service requirements for each program. The hourly wage calculations submitted are to demonstrate how the company plans to allocate its resources to perform the required work as well as confirm that the company is complying with the federal and state minimum wages laws.
- Hourly wage sheets will be requested if service is not performed according to the required services/timelines.
- The invoicing shall be 1/12<sup>th</sup> the annual contract amount after the service level requirements are approved as completed by Ybor CRA staff for each program.
- On or about the first of each month, the Successful Proposer shall submit to the City an invoice for the services performed during the previous month. Payments will be made monthly.

## **8. DISTRICT SUPPORT SERVICES**

### **8.1 DISASTER PREPAREDNESS AND OIL SPILLS**

Assist with district disaster preparedness and recovery efforts during storms, hurricanes, and other disasters by delivering sandbags as directed, clearing storm drains/inlets, and making sure the community has secured signage, trash containers or other items that can blow away, cause

### **8.2 DEPARTMENTAL CORRDIINATION AND REPORTING REQUIREMENT**

Responsible for reporting violations such as code violations, illegal dumping, loose pavers, tripping hazards, tagging/graffiti, potential criminal activity, trees that need trimming, vacant lots in need of mowing, malfunctioning streetlights, broken signs, damaged infrastructure and other problems to the proper departments as needed, including coordinate corrective action with City of Tampa departments such as Neighborhood Empowerment, Solid Waste, Parks & Recreation, Tampa Police, Stormwater and Public Works, Mobility, Water and Wastewater Departments when requested. CRA office should be copied on these reports.

### **8.3 SPECIAL REQUESTS**

Removal of parking bags after special events; retrieve district Christmas decorations from parking garage storage, install, remove, and return to storage; 16<sup>th</sup> Street and Ybor CRA Office pots planting assistance, maintenance and water, and other special requests as deemed necessary.

### **8.4 SPECIAL EVENTS**

During City co-sponsored events, the Clean Team services are coordinated with the Parks & Recreation department, Solid Waste, Mobility, Tampa Police Department, Tampa Fire Rescue, Parking, Special Events office and Ybor CRA staff. Event promoters, hosting event, not sponsored by the city, have the option of contracting with the Clean Team for clean-up services or retain their own contractor for cleanup.

## **9. PROPOSER SUBMITTALS**

The following must be submitted in the proposal:

**9.1** Proposer shall have a minimum of three years in business as a service company that has provided similar services as detailed in this specification.

**9.2** Proposer shall provide references of at least three clients that received similar services comparable to those described herein. The reference information shall include the following items:

- Name of client and physical address
- Contact person (including phone number, and e-mail address)
- Detailed description of services provided
- Dates of contract services



**9.3** Proposer shall have offices and personnel required to perform the services in this proposal in the immediate Tampa Bay area or provide a detailed plan to meet these operational requirements in a 30-day period if contract were to be awarded.

**9.4** Proposer shall submit with its proposal the current number of full-time and part-time employees that will be assigned to perform the services included in this contract including name, how long they have been employed with the Proposer's firm, as well as years of experience in assisting the public/public relations/customer service and in the janitorial and ground maintenance fields.

**9.5** Proposer shall submit a detailed plan on how supervision of employees will be done to meet/exceed the requirements detailed herein. Work experience and/or resume(s) of supervisory staff shall be provided by Proposer.

**9.6** Proposer shall have a company policy which provides for a thorough background check on all personnel, at its cost, prior to being assigned to this contract and throughout the term of the contract (including frequency). Background checks shall include a criminal check of local, state, and federal authorities for all personnel. By submitting a proposal, the Proposer authorizes the City to conduct reference investigations as needed.

In the event the City determines that additional background checks should be performed for the selected Successful Proposer, it shall have the right to perform a background check on the Proposer's employees through the Tampa Police Department.

The Proposer shall have a 'drug free' policy for its personnel and provide documentation that periodic testing is done, at its costs, on all personnel assigned to this contract. The policy shall have a specific course of action for those personnel who test positive for drug use.

As part of its proposal, the Proposer shall submit its company policy for background and drug testing of its personnel that includes the details of the items that are tested during the process. The Proposer will be required to provide documentation of successful background checks and drug testing for all personnel before assignment to this contract.

**9.7** The Proposer shall submit a detailed list of all products, including estimated quantities, and equipment to be used in the performance of the services that are detailed in this scope of services. The City has established a goal to clean and maintain facilities with chemicals and equipment which are more in line with the Green Seal Environmental Standards. Therefore, the detailed list shall include applicable Green Seal documentation.

Proposers that do not meet these requirements or provide this required documentation may not be considered

## **10. PERSONNEL QUALIFICATIONS**

**10.1** Successful Proposer shall employ only qualified people who are skilled in performing the services detailed herein and will be required to provide satisfactory personnel references of all present and prospective employees.

**10.2** Successful Proposer shall furnish to the City at least 72 hours prior to the employees being assigned to the job site the names, addresses, social security numbers, age, race, sex, date of birth, and years of experience. This employees' listing should include a designation of the employees that will be considered Supervisors for the oversight of the services of the contract. Approval by Ybor CRA staff must be communicated prior to actual placement of the employee on the job site. Should the City give notice in writing to the Successful Proposer that any employee is incompetent, unfaithful, disorderly, careless, unobservant of instructions, or is in any way a detriment to the satisfactory progress of the work, such employee shall immediately be removed.

**10.3** Successful Proposer shall require all employees to wear distinctive, clean uniform clothing and assure every employee is in uniform on the date an employee first enters on duty. Employees shall wear uniforms consisting of shirts, and pants, coveralls, and/or safety vests, as appropriate for men; and shorts, pants, and shirts, and/or safety vest, consistent with the overall men/woman employee uniform. At the discretion of Ybor CRA staff, employees may be sent home if not in proper uniform. The uniform shall have the CRA logo and Clean Team name affixed thereon in a permanent manner. Employees shall be required to dress neatly, commensurate with the tasks being performed. Tank tops, halters, sandals, thongs, or any type of open-toed shoes shall not be worn by any of the Successful Proposer's personnel.

**10.4** Successful Proposer shall furnish and require each employee at the work site to wear name tag identification with the names of both the employee and the Ybor CRA. No one will be permitted to work without a displayed name tag.

**10.5** Successful Proposer will arrange for personnel to report fires, hazardous conditions, and items in need of repair (including inoperable/broken lights, leaky faucets, toilet stoppages, etc.) to Facilities Management and/or third-party approved plumber. Also notify Ybor CRA staff as follow up. All fires, break-ins or other suspicious activities should be reported to 911 immediately, then relay the information to the Ybor CRA staff.

**10.6** Successful Proposer's personnel shall be responsible for closing and locking of doors and windows and turning off lights to conserve electricity in two public parking garage restrooms. Doors must reopen each following day and remain open from 9 a.m. to 8 p.m. Sunday through Wednesday and Thursday through Saturday 9 a.m. to 4 a.m. Restrooms also are open for special events.

**10.7** Successful Proposer's employees shall not, at any time, smoke while in public facilities while performing services of this award. The City of Tampa is designated as a non-smoking entity.

## **11. COMPENSATION**

The contract will be awarded to the successful proposer who best demonstrates and is most qualified to perform the work outlined in the RFP. The hourly wage calculations submitted are to demonstrate how the company plans to allocate its resources to perform the required work, as well as confirm that the company is complying with federal & state minimum wage laws. The Successful Proposer must perform the required work in the time intervals listed in the RFP.

The total annual amount awarded will be invoiced/paid evenly on a 1/12<sup>th</sup> amount.

No overages will be paid. If the Successful Proposer did not bid sufficient funds to perform the required work, any loss incurred is at the Successful Proposer's expense.

Successful Proposer shall submit an electronic monthly spreadsheet depicting employee's schedules and service areas to be completed according to the service schedule each month. Submit a weekly report/spreadsheet of the work performed that is verified and satisfactorily completed and inspected with Management prior to CRA staff. Hourly wage sheets will be requested, if the team is not performing according to the required services/timelines.

Proposer shall provide the minimum hours and rates required herein to provide the level of service requirements for the overall program. The invoicing shall be 1/12<sup>th</sup> the annual contract amount if the service level requirements are satisfied by the Ybor CRA staff for each program.

## **12. PAYMENT TO THE SUCCESSFUL PROPOSER**

**12.1** Prior to finalizing the contract and throughout the contract period, the Successful Proposer shall have and maintain sufficient financial resources to make payroll and meet financial obligations related to this contract for a minimum of 45 days. The City shall have the right to request any additional information from the Proposer to verify this requirement prior to making a contract and during the contract period.

In addition, the City shall have the right to request information from the Successful Proposer to document payment to employees for work performed as part of this contract. If the Successful Proposer is not paying its employees in a timely manner, the City shall have the right to withhold payment of invoices to them until all issues are resolved.

**12.2** Payment to the Successful Proposer will be made monthly. On or about the first of each month, the Successful Proposer shall submit to the City an invoice for the services performed during the previous month.

## **13. SUPERVISION OF WORK**

The Successful Proposer shall always employ the quality of supervision necessary for the effective and efficient management of cleaning operations. Supervisors shall be available and responsive to the City or its designee during all hours of service. All Supervisors shall have an intimate knowledge of this contract and be aware of the nightly, weekly,

monthly, and quarterly requirements and their various related cleaning tasks and the equipment and materials used to be able to properly train, assign and direct the cleaners in their individual tasks, as well as oversee all the work performed.

The Supervisors also will be expected to maintain and control an effective inspection and follow-up program. The Supervisors shall wear a cell phone provided at their own expense and shall be available to Ybor CRA

#### **14. WORK PERFORMANCE MEETINGS**

**14.1** During the term of this contract, the manager shall meet on-site weekly with appropriate Ybor CRA staff to assess all services performed during this period. The assessments shall be documented and mutually agreed upon that the required level of service was provided.

**14.2** Quarterly meetings shall occur with City staff throughout the term of the contract unless requested otherwise by City staff and/or contractor.

#### **15. CITY'S ROLE AND RESPONSIBILITIES**

- Oversee contractor services and contract administration.
- Identify city information and resources for training of team members on city-related functions.
- Pay for the services provided by the contractor according to contractual terms.
- Provide appropriate staff liaison contact information for Neighborhood Empowerment, Solid Waste, Parks & Recreation, Tampa Police, Stormwater and Public Works, Mobility, Water and Wastewater Departments. These liaisons shall be the key point of contact for the city and will provide guidance as to the city's expectations in each area. Always copy Ybor CRA staff on these communications.

#### **16. CONTRACTORS ROLE AND RESPONSIBILITIES**

- Staff, supervise, train, and administer the dual program.
- Provide a program manager that demonstrates a high level of customer service, competence, and professionalism.
- Uphold rigorous hiring standards that include background checks and evaluations.
- Execute the program goals and objectives.
- Carry out a schedule that can fluctuate daily and/or seasonally, to accommodate special events or other conditions such as seasonal variations.
- Develop and provide a multi-dimensional and ongoing training schedule for that included field training.
- Provide and maintain uniforms for all team members as agreed upon with the city. All team members will be distinctly uniformed as working on behalf of the Ybor CRA.
- Furnish necessary equipment.
- Provide and maintain all appropriate communication devices to be utilized by the team.
- All team members are to be trained to use an electronic reporting system provided by the contractor to document their location, all interactions that can be provided to CRA staff in presentation-ready reports and charts monthly.
- Report observed maintenance and quality of life needs in the public realm to appropriate city department liaisons.
- Provide operations center and storage area for the program.
- Provide the number of agreed upon team members in the identified service areas and service hours.
- Provide the length of time this program can be sustained on the current budget.
- Alert the Tampa Police Department's Homeless Liaison Officers of transient camps, unattended possessions or individuals appearing to need assistance.
- Have a qualified Team Leader or Operations Manager on duty.
- Provide orientation training to all team members, including addressing problematic street behavior.
- Provide an efficient means of communication among all staff.
- Conduct background checks, to include criminal history and drug screening.
- Demonstrate through electronic reports maintenance, cleaning, or safety issues and activities of the team members, including specific locations and hours. Reports to be submitted weekly and eventually might become less frequent, after CRA staff approval.
- The contractor will submit an electronic monthly spreadsheet depicting employee's schedules and service areas to be completed according to the service schedule each month. Submit a weekly report/spreadsheet of the work performed that is verified and satisfactorily completed and inspected with Management prior to CRA staff.
-



Regularly assess with CRA staff the effectiveness of the overall program, including locations, hours, and numbers of team members in a shift.

End of Section I

## **SECTION II. GENERAL CONDITIONS**

### **17. GENERAL INFORMATION**

**17.1 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.

City of Tampa Request for Proposals are issued electronically via DemandStar's eProcurement bid distribution system. Obtaining Request for Proposals through Demandstar will ensure that vendor will have the following capabilities: receipt of Request for Proposals electronically, track the status of award activity, receive addenda, be certified as a minority vendor to meet the City of Tampa's minority certification requirements, receive the results of awards and view plans and blueprints online electronically. Vendors who obtain specifications and plans from sources other than Demandstar are cautioned that the Request for Proposal packages may be incomplete. The City will not accept incomplete Request for Proposals. Contact Demandstar at 800-711-1712 or visit [www.demandstar.com/supplier](http://www.demandstar.com/supplier) for more information.

The City is not responsible for errors and omissions occurring in the transmission or downloading of any quote documents, plans, or specifications from this website. In the event of any discrepancy between information on this website and the hard copy quote documents, the terms and conditions of the hardcopy document will prevail. DemandStar has no affiliation with the City of Tampa other than as a service that facilitates communication between the City and its vendors. DemandStar is an independent entity and is not an agent or representative of the City. Communications to DemandStar does not constitute communications to the City. Contact DemandStar at 700-711-1712 or visit [www.DemandStar.com/supplier](http://www.DemandStar.com/supplier) for more information.

**17.2 Addendum and Amendment to RFP.** If it becomes necessary to revise or amend any part of this RFP, DemandStar will provide notification of the Addendum to all prospective Proposers who received an original RFP from DemandStar (Those who are on the Plan Holders List). Addenda will be posted and disseminated by DemandStar at least five days prior to the bid opening date. The City will not accept incomplete proposals.

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

**17.3 Errors and Omissions.** 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. 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 DemandStar (Those who are on the Plan Holders List). Addenda will be posted and disseminated by DemandStar 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.

**17.4 Florida Public Records Law.** In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Proposers should be aware that the Proposal and the responses thereto are in the public domain and are available for public inspection and copying. Using **Attachment C – Public Records Declaration or Claim of Exemption**, 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 (including any applicable electronic media on which such information is contained) in a sealed envelope that is separate from the Proposer's other Proposal documents, (3) clearly label the envelope that contains the confidential, proprietary and/or exempt information as follows: "EXEMPT FROM PUBLIC DISCLOSURE" with Proposer's name and the Proposal number marked on the outside, and (4) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations. The envelope that contains the Proposer's confidential/proprietary/exempt information must be submitted with the Proposer's other Proposal documents. Proposer is advised that failure to follow the instructions may result in Proposer's alleged

confidential/proprietary/exempt information being disclosed to the public. This will be the Proposer's "**REDACTED**" copy. (5) If proposal is submitted electronically, along with the title of the Request for Proposal, the PDF document must contain the word "REDACTED"

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".**

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

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

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

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

earlier termination) of the award, Successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

5. The failure of Successful Proposer to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above shall be grounds for immediate unilateral termination of the contract by the City; the City shall also have the option to withhold compensation due Successful Proposer until records are received as provided herein.
6. **IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AWARD, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813/274-8351, [COTPurchasingPRR@tampagov.net](mailto:COTPurchasingPRR@tampagov.net), AND MAILING ADDRESS OF PURCHASING DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 2<sup>ND</sup> FLOOR, 306 E. JACKSON STREET, TAMPA, FL 33602.**

**Note:** Acknowledgement of the Florida Public Records Law must be submitted with the proposal, under Section 14. Proposal Format, Tab 2 and include **Attachment C – Public Records Declaration or Claim of Exemption**.

**17.5 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 Invitation to Bid or 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 because of the award of this Invitation to Bid or 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](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.

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

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

**17.7 Copyrights and Patent Rights.** Proposer warrants that there has been no violation of copyrights, patent or other intellectual or proprietary rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Proposal, and Successful Proposer agrees to indemnify, defend and hold the City harmless from any and all liability, loss or expense by any such violation including litigation costs and attorneys' fees through the appellate



process, and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of work.

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

All dates and times specified in the Protest Procedures in Section 2-282 are calculated as city business days. A City business day shall mean 8:00 am to 5:00 pm Monday through Friday, except for 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.

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

**NOTE:** In accordance with the Equal Business Opportunity Ordinance Chapter 26.5, The City of Tampa's WMBE policies are narrowly tailored to identify **underutilized** WMBEs by Industry Category. Proposers who are certified within the **underutilized** category for the work/scope detailed herein or subcontract with firms that are certified within the **underutilized** category will be eligible for weighted points in the selection process. Refer to **MBD Form 70** to identify **underutilized** WMBEs by Industry Category and Paragraph 14. Evaluation of Proposals for the WMBE Participation scoring criteria for this REP. **For this RFP the underutilized WMBE Industry Category is "Non-Professional Services".**

**17.10 SLBE Participation.** 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 Office website at <http://www.tampagov.net/ebo>. Under programs and Services select WMBE and SLBE Directories. These directories include SLBE Certified Companies which are listed by Type of Services and by Company Names.

**NOTE:** In accordance with the Equal Business Opportunity Ordinance Chapter 26.5, SLBE vendors are eligible for weighted points in the selection process.

***For additional information visit the Equal Business Opportunity Office website at <http://www.tampagov.net/ebo>***

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

Cancellation. This RFP should not be construed as intent, commitment or promise to acquire the services or program(s) presented by the Proposer. When deemed to be in the best interest of the City of Tampa, this RFP may be cancelled at any time.

**17.12 Proposals Binding.** All proposals submitted shall be binding for 170 calendar days following the opening.

**17.13 Proposer's Criminal History Screening Practices.** Per City of Tampa Code of Ordinances, Section 2-284, Proposer(s) are required to provide information as to whether Proposer has a criminal history screenings practice 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](https://www.municode.com/library/fl/tampa/codes/code_of_ordinances).

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

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

**17.18 Conflict of Interest.** The City requires that the Proposer provide professional, objective, and impartial advice and always 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. Proposers have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the City, or that may reasonably be perceived as having this effect. If the City, in its sole discretion, determines that a conflict of interest exists, such Proposer shall not be considered for award. 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 Proposer or their employees, must be disclosed in writing to the City on **ATTACHMENT C - CONFLICT OF INTEREST DISCLOSURE FORM** that is included with this solicitation document and should be included under Section 14. Proposal Format, Tab 3. Also, the 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.

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

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

## **18. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS**

**18.1** To ensure fair consideration for all Proposers, the City prohibits prospective Proposers' communication with any department or employee during the submission process. Questions shall be addressed to the City during the pre-proposal conference, or questions can be submitted via email to [Tony.McGee@TampaGov.net](mailto:Tony.McGee@TampaGov.net). The final deadline for questions will be **APRIL 29, 2022, by 5:00 PM EST**.

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

## **19. 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 will evaluate the facts and may, at its sole discretion, reject the RFP on the grounds of its experience.

## 20. CONTRACT LITIGATION/LEGAL PROCEEDINGS

The Proposer shall identify any pending lawsuits, pending sale, bankruptcy, or 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.

## 21. MANAGEMENT

If, during the project, the Successful Proposer makes personnel changes, the City has the right of review, accept, and/or reject proposed substitute(s).

## 22. COORDINATION WITH THE CITY

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

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

## 23. PROPOSAL FORMAT

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

It is the Proposer's responsibility to provide a full and complete written response that does not require interpretation or clarification by the City. 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 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 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.

**23.2** Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to fulfill the requirements of the proposal. **Failure to follow these instructions could result in your proposal being disqualified.**

Proposals may be submitted electronically via the Internet as an attachment to an email, addressed to [BidControl@Tampagov.net](mailto:BidControl@Tampagov.net). The subject line of the email should include the RFP number and title listed above. Verification of the City's receipt of a bid submitted by email is the Proposer's responsibility. **To ensure that an electronic submittal is received by the opening date and time listed above, it is recommended that the Proposer submit their proposal no less than 30 minutes prior to the deadline. VERIFICATION OF THE CITY'S RECEIPT OF A PROPOSAL SUBMITTED ELECTRONICALLY IS THE PROPOSER'S RESPONSIBILITY. To verify receipt of proposals sent electronically, Proposers may contact the Purchasing Department at 813-274-8351.**

As an alternative, hard copy proposals, **including an additional copy on a USB flash drive**, may be submitted to City of Tampa Purchasing Department, 306 E. Jackson St, 2E, Tampa, FL 33602 prior to the response deadline. The shipping or enclosure envelope must be clearly marked with the RFP number and RFP title listed above. The Tampa Municipal Office Building is a controlled access building, and all visitors are required to obtain a Visitor's Pass prior to visit the Purchasing Department.



If submitting hard copy proposal, the Proposer shall provide the following:

- One (1) original proposal marked "**ORIGINAL**". Proposal shall be presented in three (3) ring binders, pages must be single or double sided and identified with page numbers. The original proposal is the City's official record and recording of the proposal being submitted, and;
- One (1) electronic copy on a USB Drive. The USB Drive must be an exact electronic version of the Original.
- One (1) redacted copy of the proposal marked "**REDACTED**". If applicable, provide one redacted copy of the proposal with the original following the instructions stated under General Conditions, Section 17. General Information, Subsection 17.4 Florida Public Records Law.

**Proposals must be organized in the following manner:**

- **Title Page.** Type the name of Proposer's agency/firm, address, telephone number, name of contact person, email address, date, and the title of the RFP.
- **Table of Contents.** Include a clear identification of the written material by section and by page number.
- **Proposal Submittal Check List.** Complete and submit Attachment D. for compliance of certain requirements identified in the RFP package.
- **Tab 1. Addenda.** Include a copy of the addendum, or addenda associated with the RFP, if applicable. Incomplete proposals will not be considered.
- **Tab 2. Acknowledgement of Florida Public Records Law.** Include a written acknowledgement of the Florida Public Records Law requirements from Section II. General Conditions, Section 1. General Information, Subsection 17.4 including **Attachment B – Public Records Declaration or Claim of Exemption.**
- **Tab 3. Response to Proposal.** Specifically state the Proposer's understanding of the work to be accomplished and make a positive commitment to perform the work in Section I. Scope of Services. Also include Section II. General Conditions, Section 1. General Information, Subsection 17.18 including **Attachment C - Conflict of Interest Form.**
- **Tab 4. Scope of Services.** Include all the requirements and/or documentation requested, numbered as they are in Section I. Scope of Services, Attachment A Proposal Submittal Checklist.
- **Tab 5. References.** Include a reference list of at least three clients to whom the Proposer has provided services like 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

**NOTE:** Proposer shall also include any information pertinent to questions in Section 19. CONTRACT TERMINATION FOR DEFAULT and Section 20. CONTRACT LITIGATION/LEGAL PROCEEDINGS here in Tab 5.

- **Tab 6. General Statement of Experience.** Include a written, verifiable statement of experience in providing and managing similar services. If the Proposer does not possess an experience like the services required, Proposer shall provide any pertinent information or experience Proposer feels may qualify Proposer for consideration of award.

- **Tab 7. 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.
- **Tab 8. Sub-Contracting Submittals.** No Successful Proposer shall assign the award/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 written consent to subcontract a greater percentage of the work first obtained by the City.** In the event of such approved subcontracting, the Successful Proposer agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:
  - Schedule of All Sub-Contractors/Consultants/Suppliers Solicited – MBD 10
  - Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized – MBD 20

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

- **Tab 9. Proposer's Affirmation.** Complete, submit and have notarized the Proposer's Affirmation form provided in the RFP Package. This form must be signed by an authorized representative of the firm as defined below.
- **Tab 10. Proposal Signature Form.** Complete and submit the Proposal Signature form and Requested Voluntary Information Regarding Proposer's Initial Employment Application Content form provided in the RFP Package. These forms must be signed by an authorized representative of the firm as defined below:

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

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

When the Proposer is a limited liability company, the proposal shall be signed by a person duly authorized to bind the LLC. The capacity and authority of the person signing shall also be given.

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

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

When the Proposer is a joint venture, each joint venture must sign the proposal as hereinabove indicated and a copy of the Joint Venture Agreement must be attached.

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

**24. EVALUATION OF PROPOSALS**

**24.1** 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 based on 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 below:

EVALUATION CRITERIA	MAXIMUM POINT VALUES
Community Ambassador and Environmental Services Operational Plan/Personnel	30 points
Firm’s Experience and Qualifications	25 points
Proposed Budget/Cost to the City	25 points
WMBE/SLBE Participation	20 points
<b>TOTAL POINTS</b>	<b>100 points</b>

**EVALUATION CRITERIA AND MAXIMUM POINT VALUES**

- **Community Ambassador and Environmental Services Operational Plan/Personnel – 30 points**
  - Organizational structure: Provide a written model that outlines the company’s vision for a community ambassador and environmental services team.
  - Provide criteria for selecting locations.
  - Provide criteria for the number of Ambassadors and work hours in each location, including any flexibility in needing to assess and/or change assignments.
  - Provide process for assessing locations or assignments, including recommendation of moving Ambassadors or changing shifts.
  - Include an organizational chart.
  - List resources (i.e., staff, equipment, materials) to be committed to this project.
  - Explain how the capacity of your organization may change to place Ambassadors and manage the Ybor program.
  - Describe how current staffing will change.
  - Draft job summaries of positions supported by this request.
  - Describe expected steps in a timeline to set up and start running this program.
  - Operations center with proper storage capacity, management space, equipment, uniforms, and supplies.
- **Firm’s Experience and Qualifications – 25 points**
  - Describe the makeup of the governing board of representatives or the governing body that will oversee the overall program.
  - Describe your organization’s experience providing hospitality, clean, and safe services, and in what types of settings.
  - Describe the organization’s track record of running similar dual programs in other cities.
  - Summary of organizational capacity and financial stability.



- Familiarity with the area.
- **Proposed Budget – 25 points**
  - Amount of program funds requested.
  - Proposed budget narrative, including use of funds, staffing, and expected breakdown of funding to initiate the program.
  - Provide separate proposed line-item budgets for the following program areas:
    - Ybor Ambassadors
    - Ybor Clean Team CRA 1
    - Ybor Clean Team CRA 2
    - Ybor Expanded Boundary Area
  - Provide a line-item budget for the program, including but not limited to the following:
    - Equipment
    - Personnel
    - Outreach/marketing
    - Insurance
    - Other assistance for the creation of this program
    - Ybor office rental (employee breaks and equipment storage)
- **WMBE/SLBE Participation - 20 points**

**24.2 Application of WMBE and SLBE Evaluation Points.** During the evaluation of proposals for WMBE and SLBE participation, the Equal Business Opportunity Office will be responsible for assigning the points under these criteria. Points are determined per MBD Form 71 (EBO Guidelines for Evaluation Points on Request for Proposals) which is attached to this RFP document.

**24.3** Proposals will be evaluated and rated based on the criteria stated in this RFP, including but not limited to the following:

- 24.3.1** Responsiveness of the Proposal to the Scope of Services.
- 24.3.2** Ability, capacity, and skill of the Proposer to perform the services proposed.
- 24.3.3** Experience of the business and individual members of the business in accomplishing similar services.
- 24.3.4** Responses of the client references.
- 24.3.5** Such other information that may be required or secured.

## **24.4 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.

## **24.5 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, 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.

**24.6** The City reserves the following rights to:

**24.6.1** Conduct pre-award discussion and/or pre-award/contract negotiations, including the request(s) of a Best and Final Offer (BAFO) 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.

**24.6.2** Request that Proposer(s) modify its proposal to meet the needs of the City more fully or to furnish additional information as the City may reasonably require.

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

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

**24.6.5** Process the selection of the successful Proposer without further discussion.

**24.6.6** Waive any irregularity in any proposal, or reject 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 proposals selected will be those proposals which are judged to be the most beneficial to the City.

**24.7 Financial Statements.** The City 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.

## **25. ADDITIONAL CONTRACT TERMS**

**25.1 Basis of Award.** One or more contracts will be awarded at the City's discretion to the most responsible and responsive Proposer(s) whose proposal(s) meet the needs of the City to the best degree.

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

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

**25.2 Contract Term.** The period of the contract shall be for a three-year term from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for two additional one-year periods and based on CRA fiscal year budget availability.

**25.2.1 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.

**25.3 Non-Appropriation Of Funds.** In the event no funds or insufficient funds are appropriated for expenditures under this award, the City will notify the Successful Proposal 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.

**25.4 Contract Termination.** When deemed to be in the best interest of the City, the City may cancel any contract resulting from this specification by the following means:

10-day written notice with cause; or

30-day written notice without cause.

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

**25.6 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.

**25.7 Government Purchasing Council.** Pursuant to Chapter 69-1119, Special Acts, Laws of Florida Hillsborough County Government Purchasing Council ("GPC") members, may, at their discretion or option, utilize this RFP as they require. Estimated quantities for Hillsborough County GPC members have not been included in the Bid Response form. Purchases by these entities may increase the value of the award. A list of the members of the GPC is contained within this bid document as Attachment A. 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 Proposer because of this Bid.

**25.8 Use of Contract by Other Governmental Agencies.** Unless otherwise stipulated by the Proposer in its proposal, the 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 6RFP.

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



**25.10 Assignment.** To the extent permitted by applicable law and expecting approved subcontracting, the proposal, and all rights or obligations hereunder, are not assignable by Proposer, 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 Assignment 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 the duties, responsibilities, and obligations of the Successful Proposer. Action by the City in awarding a bid/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 award.

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 award, including but not limited to submittal of attached Schedule of Sub-Contracting forms, with the proposal response.

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

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

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

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

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

**PROPOSER’S AFFIRMATION**

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

AFFIANT’S NAME (Person’s Name)

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

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

The RFP documents contain a General Conditions Section and may, in most cases, contain a Technical Specification Section. General Conditions contain general requirements and Technical Specifications detail the scope of the goods and/or services requested. The Technical Specifications shall always govern whenever there appears to be a conflict.

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

FURTHER AFFIANT SAYETH NOT.

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

**FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Signature of Affiant

Notary Public

State of: \_\_\_\_\_

My Commission

Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

**FOR AN ENTITY**

State of \_\_\_\_\_  
County of \_\_\_\_\_

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

Type of identification produced: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Signature of Affiant

Notary Public

State of: \_\_\_\_\_

My Commission

Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped  
Commissioned name of notary public

\_\_\_\_\_  
Printed or typed name of Affiant

**PROPOSAL SIGNATURE FORM**



**YBOR CITY COMMUNITY AMBASSADORS AND ENVIRONMENTAL CLEAN TEAM**

In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to provide **RFP# \_\_\_\_\_**, **YBOR CITY COMMUNITY AMBASSADORS AND ENVIRONMENTAL CLEAN TEAM**, in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation. This completed Proposal Signature form must be submitted with the Proposer's written proposal and will become a part of any agreement that may be awarded. **If this Proposal Signature Form is not signed by an authorized representative and submitted with the proposal, the proposal is considered non-responsive.**

**Please type or print:**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Federal ID #: \_\_\_\_\_ Telephone No.: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

Business is licensed, (unless exempt by applicable law) permitted or certified to do business in the State of Florida:

☐ Yes ☐ No. License # \_\_\_\_\_

Minority Business Status: ☐ Black ☐ Hispanic ☐ Woman ☐ Other

Is your business certified as a minority business (WMBE) or small business enterprise (SLBE) with any government agency?

☐ Yes ☐ No. If yes, please list below:

Agency Name

Certification Number

Expiration Date

\_\_\_\_\_  
 \_\_\_\_\_

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

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

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

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**REQUESTED VOLUNTARY INFORMATION REGARDING BIDDER'S INITIAL EMPLOYMENT APPLICATION**

Bidder's own initial application for employment has criminal history screening practices similar in nature to the practices contained in Chapter 12, Article VI – Criminal History Screening Practices, City of Tampa Code, which can be found at the website link: [https://www.municode.com/library/fl/tampa/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH12HURI\\_ARTVICRHHISCPR](https://www.municode.com/library/fl/tampa/codes/code_of_ordinances?nodeId=COOR_CH12HURI_ARTVICRHHISCPR)

☐ Yes ☐ No

The City requires this information for informational purposes only pursuant to Section 2-284, Tampa Code. It will not be used either as a basis of award or denial thereof. It may not be used by any party as a basis of any protest.

Authorized signature: \_\_\_\_\_

Date: \_\_\_\_\_



Signed:\_\_\_\_\_ Name/Title:\_\_\_\_\_ Date:\_\_\_\_\_

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

MBD 10 rev./effective 02/2016



**Page 2 of 4 – DMI Solicited/Utilized**  
**Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form**  
**(Form MBD-10)**

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

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

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

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

If additional information is required or you have questions, please visit the Equal Business Opportunity Office website at [www.tampagov.net/ebo](http://www.tampagov.net/ebo).



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

Federal ID: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

[illegible]

Percent SLBE Utilization of Total Bid/Proposal Amt. \_\_\_\_\_% Percent WMBE Utilization of Total Bid/Proposal Amt. \_\_\_\_\_%

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

Signed:\_\_\_\_\_ Name/Title:\_\_\_\_\_ Date:\_\_\_\_\_

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

MBD 20 rev./effective 02/2016



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

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

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

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

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

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

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

If additional information is required or you have questions, please visit the Equal Business Opportunity Office website at [www.tampagov.net/ebo](http://www.tampagov.net/ebo).



# City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments

[ ] Partial [ ] Final

(FORM MBD-30)

Contract No.:22-P-00519 Contract Name: YBOR CITY COMMUNITY AMBASSADORS AND ENVIRONMENTAL CLEAN TEAM  
RFP# \_\_\_\_\_

Company Name: \_\_\_\_\_ Address: \_\_\_\_\_

Federal ID: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

GC Pay Period: \_\_\_\_\_ Payment Request/Invoice Number: \_\_\_\_\_ City Department: \_\_\_\_\_

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

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

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

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

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

Signed: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

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





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

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

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

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

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

*Forms must be signed and dated or will be considered incomplete. The company authorized representative must sign and certify the information is true and accurate. Failure to sign this document or return the document unsigned can be cause for determining a company is in non-compliance of Ordinance Chapter 26.5.*

If any additional information is required or you have any questions, visit the Equal Business Opportunity Office website at [www.tampagov.net/ebo](http://www.tampagov.net/ebo)



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

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

**Bid/Proposal/Contract Number:** \_\_\_\_\_

**Bid/Proposal/Contract Name:** \_\_\_\_\_

**A. To be completed by the Bidder/Service Provider**

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**B. To be completed by WMBE/SLBE**

Name of WMBE/SLBE: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**D. Cost of work to be performed by WMBE/SLBE:** \_\_\_\_\_

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

\$ \_\_\_\_\_

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

Bidder/Proposer: \_\_\_\_\_ Date: \_\_\_\_\_

Signature and Title

WMBE/SLBE Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Signature and Title

## **Official Letter of Intent Instructions**

### **City of Tampa**

### **Equal Business Opportunity Program**

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

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

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

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

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

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

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

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

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

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







## EBO Guidelines for Evaluation Points on Request for Proposals

<b>Points Pursuant to Designated Industry Category: <u>Non-Professional Services</u></b> <b>FORM MBD-71</b> <b>(Refer to MBD Form 70 and Form 50-GFE Outreach)</b>		
	<b>Evaluation Criteria</b>	<b>Point Values</b>
A.	Underutilized WMBE Firms participating as the Prime Contractor (City of Tampa Certified Only)	20
B.	City of Tampa Certified SLBE firms participating as the Prime Contractor, which include City of Tampa Certified WMBE/SLBE sub-(contractor, consultant) participation	5 - 15
C.	Non-City of Tampa Certified WMBE/SLBE Prime Contractor with meaningful sub-(contractor, consultant) participation by City Certified Underutilized WMBE and/or SLBE firms	1 - 15
D.	* External agency WMBE/SLBE/DBE certifications recognized by City of Tampa for designated RFP, RFQ, RFI solicitations	0 – 7
<b>NOTE: The maximum points available for WMBE and/or SLBE participation will not exceed twenty (20)</b>		

### Points are determined as follows (Requires Form 50-GFE):

- A. A maximum of twenty (20) rating points may be awarded when the Proposer is a City of Tampa Certified WMBE firm deemed underutilized within the industry category established by the RFQ.
- B. A maximum of fifteen (15) rating points may be awarded when the Proposer is a City of Tampa certified SLBE with meaningful participation by City certified WMBE/SLBE sub- contractors/consultants.
- C. One to Fifteen (1-15) rating points may be awarded when the Proposer is not a City of Tampa certified WMBE/SLBE prime contractor but utilizes either Underutilized WMBE and/or SLBE certified firm(s) as sub-contractors/consultants and assigned to perform meaningful segments of the contractual services detailed herein and documented on the enclosed MBD Form 10-20.
- D. A maximum of seven (7) “discretionary” rating points may be awarded when the Proposer provides WMBE/SLBE participation from an external agency recognized by the City. Discretionary points may be awarded for ancillary participation (see definition). The point values for ancillary participation may be subordinate to weighted values outlined in categories A, B and C above.

NOTE: \*WMBE participation is narrowly tailored (per policy) to target underutilization of affected groups in specific trade/industry categories. Any WMBE/SLBE achievement that was not designated on MBD Form 70 is considered ancillary. Ancillary participation may be counted with overall participation and credited to your rating points when underutilization criteria are met.

The maximum number of points available for WMBE and/or SLBE participation will not exceed a total of twenty (20) points.

Such inclusion shall be clearly addressed and documented utilizing Forms MBD 10, 20 & 50. Proof of certification shall include copies of current certification certificates. To ensure the maximum points, a proposer must **clearly identify and quantify** its planned participation without ambiguity. Simply marking “To Be Determined” (TBD) will not satisfy this requirement and may receive significantly lower ratings. Finally, additional favorable consideration will be granted to the firm(s) that beyond all others, provide(s) the highest *relevant* and most binding participation.

The evaluation includes but is not limited to the following criteria:

- Diversity of WMBE/SLBE subcontractors listed to be utilized (MBD Form 20)
- Percentage of proposal/scope committed to WMBE/SLBE subcontracting
- The collective factors in determining the total points awarded will be based on the overall weight of evidence in the proposal that specified the participation.

In all cases, the Proposer and/or subcontractor(s) must be WMBE and/or SLBE certified prior to the opening date and time of the RFP to be eligible to earn WMBE/SLBE rating points. The evaluation process of WMBE and SLBE participation will be evaluated by the City of Tampa’s Office of Equal Business Opportunity. The Successful Proposer will be required to execute MBD Form 40 (Letter of Intent-LOI) with their subcontractors/sub-consultants prior to award.

## **ATTACHMENT A - GPC LISTING**

**City of Plant City**

Buddy Storey  
Purchasing Manager  
Drawer C  
Plant City, FL 33563  
813-659-4270 - Telephone  
813-659-4216 - Fax  
wstorey@plantcitygov.com

**Hillsborough Community College**

Vonda Melchior, Director of Purchasing  
39 Columbia Drive  
Tampa, FL 33606  
813-253-7060 – Telephone  
813-253-7561 – Fax  
vmelchoir@hcc.fl.edu

**Tampa Sports Authority**

Joe Haugabrook, Director of Purchasing  
4201 N. Dale Mabry Highway  
Tampa, FL 33607  
813-673-4300 – Telephone  
813-673-4312 – Fax  
jhaugabrook@tampasportsauthority.com

**City of Temple Terrace**

Judy Crutcher, Assistant Purchasing Agt.  
P.O. Box 16930  
Temple Terrace, FL 33687  
813-506-6420 – Telephone  
813-989-7185 – Fax  
jcrutcher@templeterrace.com

**Hillsborough County Board of County Commissioners**

Scott Stromer, Director  
601 E. Kennedy Blvd., 26th 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](http://www.hillsclerk.com)

**Hillsborough Co. Sheriff's Office**

Christina R. Porter, Chief Financial Officer  
P.O. Box 3371  
Tampa, FL 33601  
813-247-8032 – Telephone  
813-242-1825 – Fax  
CRPorter@hcsotampa.fl.us

**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  
Man.Le@tampa-xway.com

**State Attorney's Office**

Mark Ober, State Attorney  
800 E. Kennedy Blvd., 5<sup>th</sup> Floor  
Tampa, FL 33602  
813-272-5400 – Telephone  
813-272-7014 – Fax  
Ober\_M@SAO13th.com

**University of South Florida**

George Cotter, Director  
Purchasing Services  
4202 E Fowler Ave SVC-1072  
Tampa, FL 33620  
813-971-3340 – Telephone  
gcotter@admin.usf.edu

**Hillsborough Area Regional Transit Authority**

Melissa Smiley  
4305 E. 21<sup>st</sup> Street  
Tampa, FL 33605  
813-623-5835 – Telephone  
813-664-1119 – Fax  
[smileym@gohart.org](mailto:smileym@gohart.org)

**Tampa Port Authority**

Donna Casey, Procurement Analyst  
P.O. Box 2192  
Tampa, FL 33601  
813-905-5164 – Telephone  
813-905-5109 – Fax  
dwebb@tampaport.com

**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](http://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](http://www.tpoa.net)

**Hillsborough County School Board**

P. O. Box 3408  
Tampa, FL 33601-3408  
Phone: (813) 272-4329  
FAX: (813) 272-4007

**City of Tampa Housing Auth.**

Jerome Ryans, President/CEO  
1514 Union Street  
Tampa, FL 33607  
813-253-0551 – Telephone  
813-4522 – Fax

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

**Note:** Execute either section I. or II., but not both; Bidder may not modify language.  
Information regarding the Florida Public Records Law can be located in the RFP under General Conditions, Section 17.4

**I. NO EXEMPTION FROM PUBLIC RECORDS LAW**

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

Proposer’s Signature

Date

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

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

By claiming that parts of the bid is exempt from the public records law, the undersigned Bidder 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 bid or proposal. The undersigned Bidder agrees to investigate, handle respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the City of Tampa and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

Proposer’s Signature

Date

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

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

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

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

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

YES \_\_\_\_\_ NO \_\_\_\_\_

NAME(S) / POSITION(S)

FIRM NAME: \_\_\_\_\_

BY (PRINTED NAME): \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



ATTACHMENT D - PROPOSAL SUBMITTAL CHECK LIST

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

It is the responsibility of the Proposer to complete the Check List, identify the proposal page number and submit in the proposal under Section 9. Proposer Submittals in the format outlined in Section 23 Proposal Format.

PROPOSER REQUIREMENTS	PAGE NUMBER IN PROPOSAL
Tab 1. Addenda	_____
Tab 2. Acknowledgement of Florida Public Records Law	_____
Tab 3. Response to proposal	_____
Tab 4. Scope of Services	_____
Tab 5. References	_____
Tab 6. General Statement of Experience	_____
Tab 7. Operational Plan	_____
<b>SUB-CONTRACTING FORMS</b>	
<b>Form MBD 10 - Solicited</b>	
Form is filled out and executed.	_____
<b>Form MBD 20 - Utilized</b>	
Form is filled out and executed.	_____
<b>TPROPOSER’S AFFIRMATION FORM</b>	
Form is filled out, executed and notarized.	_____
<b>PROPOSAL SIGNATURE FORM</b>	
Form is filled out and executed.	_____
<b>Attachment D –Agreement</b>	_____
<b><u>Failure to submit these forms shall result in your bid being deemed as “non-responsive”</u></b>	
Proposal is submitted in the format required under Section 23. Proposal Format	_____

## EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Operator/Firm/Awardee/Successful Proposer/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may terminate the Agreement. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc. **The following coverages are required:** ("M" indicates million(s), for example \$1M is \$1,000,000)

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

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

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

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

**E.**

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

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

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

**CANCELLATION/NON-RENEWAL** – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the following: ☒ Purchasing Department, 306 E Jackson Street, Tampa, FL 33602

☒ Other: City of Tampa Insurance Compliance c/o Ebix BPO, PO Box 100085- ZS, Duluth, GA 30096

**CERTIFICATE OF INSURANCE (COI) AND ENDORSEMENTS** – to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to 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 a SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with a SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

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

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

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

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

**REVISED 3/13/2020**





3.2022

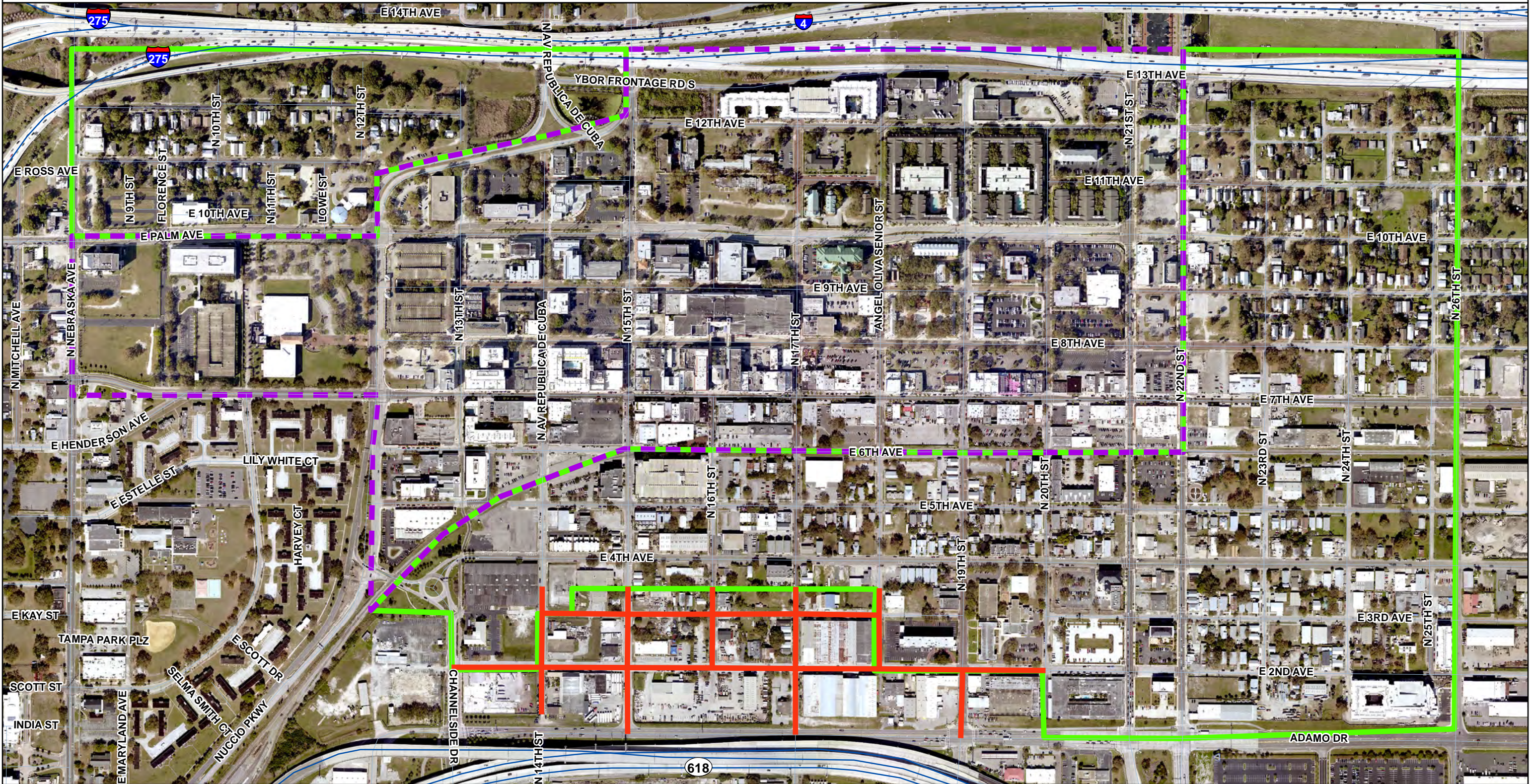
# EXHIBIT5

## Ybor City Expanded Boundary Area

Landscaping Streets  
Typically 8ft or more to property line

- |                       |           |                        |
|-----------------------|-----------|------------------------|
| Angel Oliva Senior St | N 15th St | N 19th St              |
| E 2nd Avet            | N 16th St | N Av Republica De Cuba |
| E 3rd Avet            | N 17th St |                        |

Ybor City CRA 1 Ybor City CRA 2





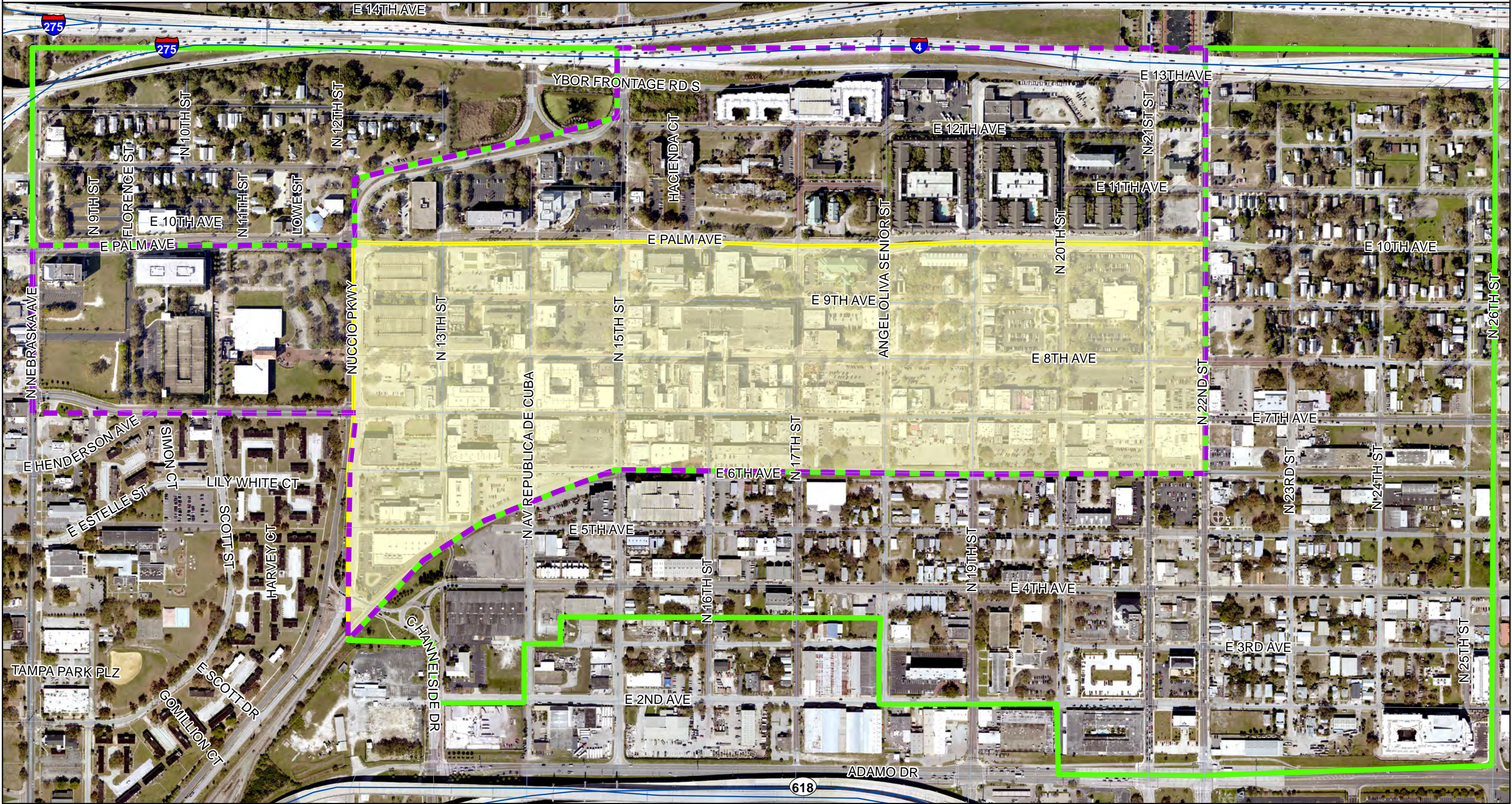


2.2022

# EXHIBIT 2 Ybor CRA 1 YES Team Cleaning Services



Ybor City CRA 1      Ybor City CRA 2      Ybor CRA 1 Service Area  
Typically 8ft or more to property line








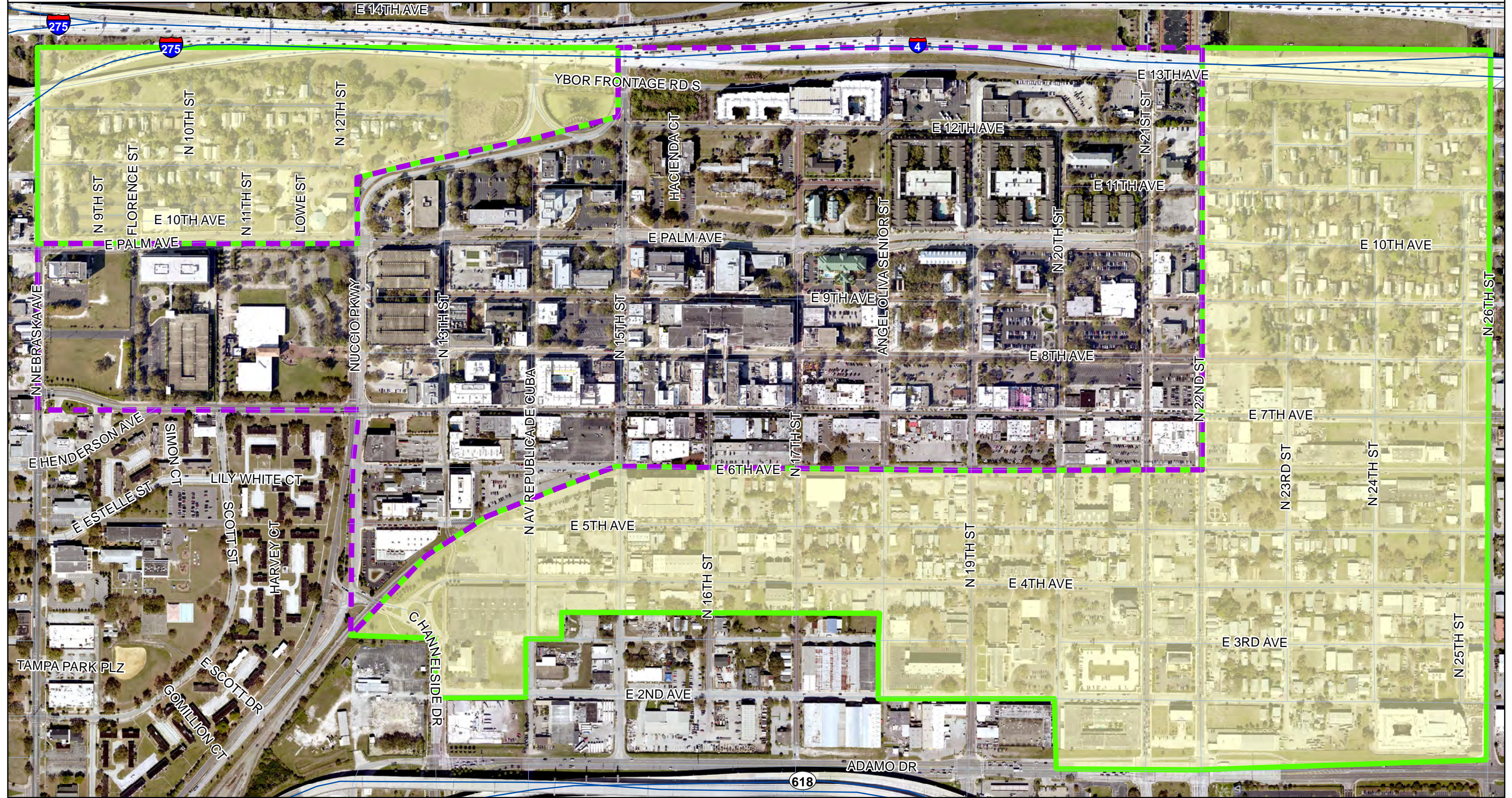


2.2022

# EXHIBIT 3 Ybor CRA 2 YES Team Cleaning Services



-  Ybor City CRA 1
-  Ybor City CRA 2
-  Ybor CRA 2 Service Area  
Typically 8ft or more to property line







# Ybor CRA 1:

## EXHIBIT 4

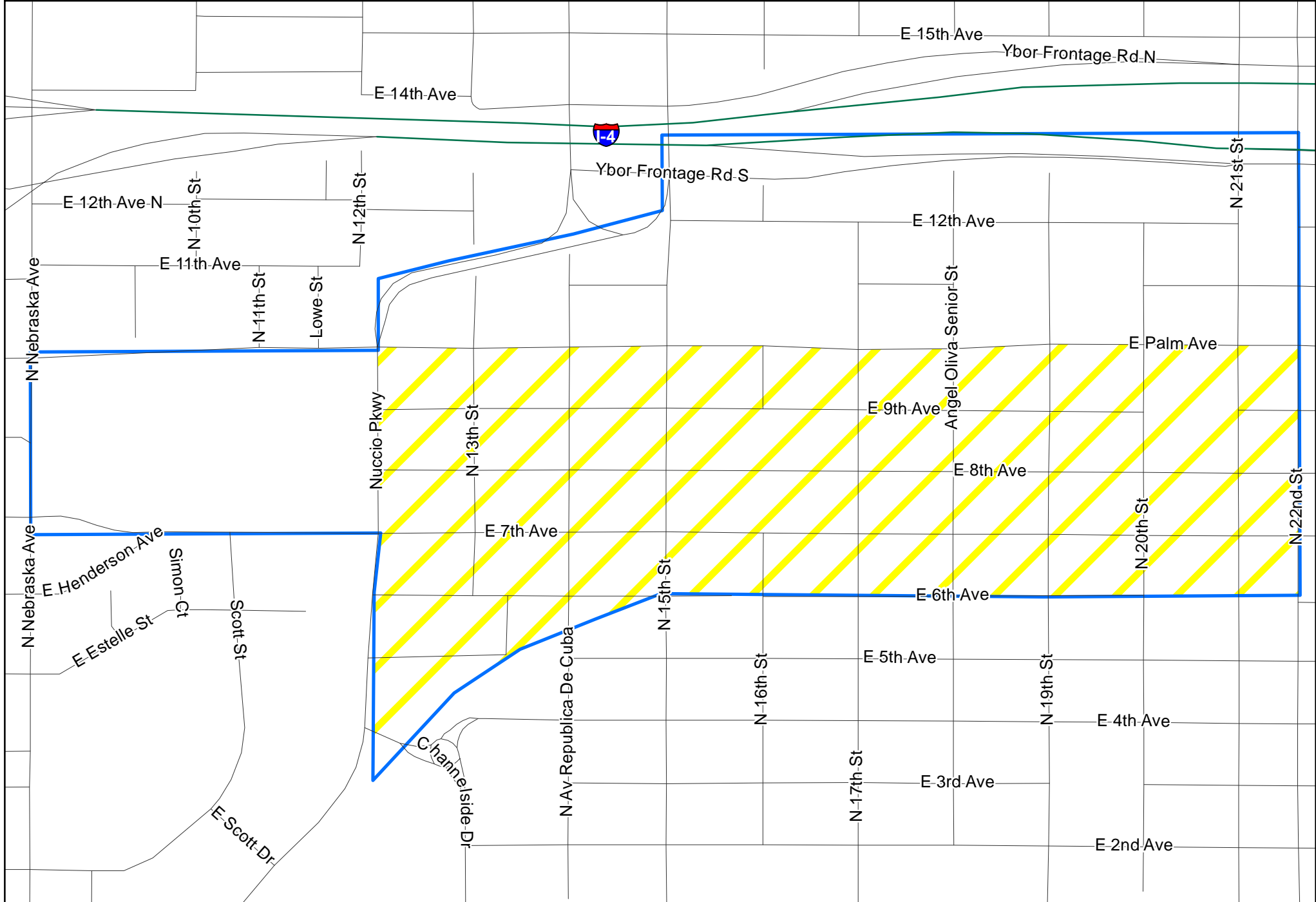
# Hard Surface Cleaning, Routine & Spot Pressure Washing

NOTE: See service schedule for alley cleaning details

 Service Area  
 Ybor CRA 1



10.2017





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHOR REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Beecher Carlson Insurance Services 6 Cadillac Drive, Suite 200 Brentwood, TN 37027  www.bbinsurance.com	<b>CONTACT NAME:</b> Judith Boich <b>PHONE (A/C, No. Ext.):</b> _____ <b>FAX (A/C, No.):</b> _____ <b>E-MAIL ADDRESS:</b> Judith.Boich@bbrown.com														
<b>INSURED</b> Block by Block, Inc. 7135 Charlotte Pike Suite 100 Nashville TN 37209	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B: Arch Indemnity Insurance Company</td> <td>30830</td> </tr> <tr> <td>INSURER C: Markel American Insurance Company</td> <td>28932</td> </tr> <tr> <td>INSURER D: Starr Indemnity &amp; Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Arch Insurance Company	11150	INSURER B: Arch Indemnity Insurance Company	30830	INSURER C: Markel American Insurance Company	28932	INSURER D: Starr Indemnity & Liability Company	38318	INSURER E:		INSURER F:	
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INSURER F:															

## COVERAGES

CERTIFICATE NUMBER: 79313075

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: SIR: \$1,000,000	<input checked="" type="checkbox"/>	31GPP1051019	4/1/2024	4/1/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$Not Included PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Gen. Agg. All Locs/Proj \$10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	31CAB1050819 (AOS) 31CAB1050919 (MA) Refer to 2nd Page for listing of additional Auto Policies	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLA.MS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	MKLM6MM70000888	4/1/2024	4/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	34WC10501119 (AOS) 31WC14925819 (FL,NY)	4/1/2024	4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Leased & Rented Equipment		ITA100065276023	5/1/2023	5/1/2024	\$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Tampa, Ybor City Ambassadors and Environmental Services Team is included as additional Insured, where indicated, as required by written contract but is limited to the operations of the Insured and is subject to the policy terms, conditions, and exclusions. waiver of subrogation is provided under the workers compensation and general liability when required under written contract.

## CERTIFICATE HOLDER

## CANCELLATION

The City of Tampa, Florida  
 306 E. Jackson St., 2E  
 Tampa FL 33602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE *Beecher Carlson Insurance Services, LLC*

Beecher Carlson Insurance Services, LLC

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ c



AGENCY Beecher Carlson Insurance Services		NAMED INSURED Block by Block, Inc. 7135 Charlotte Pike Suite 100 Nashville TN 37209
POLICY NUMBER 31CAB1050819 (AOS)		
CARRIER Arch Insurance Company	NAIC CODE 11150	EFFECTIVE DATE: 4/1/2024

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: The City of Tampa, Florida

ADDRESS: 306 E. Jackson St., 2E Tampa FL 33602

Commercial Auto - Guaranteed Cost Policy # 31CAB1050619 (LB/PD)  
 Carrier: Arch Insurance Company  
 Policy Period: 4/1/24 - 4/1/25  
 Symbol 7  
 Combined Single Limit \$2,000,000  
 Med Pay \$5,000  
 Comp/Collision Deductibles - \$1,000/\$1,000



**From: customerservice@certsonline.com**

**From:**

**From: customerservice@certsonline.com**

**Subject: Upload Via Web**

**04-10-2024Attachment(s):Block\_by\_Block\_\_Inc.\_4.10.24.pdf**

**Client Name: City of Tampa;Vendor Number: 311332763;Vendor Name: Mydatt Services, Inc.;Document Uploaded By: Penny Hammock;Date Uploaded: 4/10/2024 8:46:27 AM  
;Comment: N/A**

POLICY NUMBER: 31GPP1051018

COMMERCIAL GENERAL LIABILITY  
CG 24 04 12 19



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of  
Rights Of Recovery Against Others To Us of  
Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will endeavor to mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. Such copies of the notice will be mailed as soon as practicable to the address or addresses provided by your broker or agent.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date or impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

**Schedule**

Person(s) or Organization(s) including mailing address:

ALL CERTIFICATE HOLDERS WHERE WRITTEN NOTICE OF THE CANCELLATION OF THIS POLICY IS REQUIRED BY WRITTEN CONTRACT, PERMIT OR AGREEMENT WITH THE NAMED INSURED AND WHOSE NAMES AND ADDRESSES WILL BE PROVIDED BY THE BROKER OR AGENT LISTED IN THE DECLARATIONS PAGE OF THIS POLICY FOR THE PURPOSE OF COMPLYING WITH SUCH REQUEST.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 31CAB1050818

Named Insured: SMS HOLDINGS CORPORATION

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 04-01-23



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - BLANKET**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person or organization who is required under a written contract to be included as an "insured" under this policy, but only with respect to their legal liability for your acts or omissions or the act or omissions of a person for whom **Covered Autos Liability Coverage** is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 31CAB1050818

Named Insured: SMS HOLDINGS CORPORATION

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 4/1/2023



POLICY NUMBER: 31CAB1050818

COMMERCIAL AUTO  
CA 20 01 03 06



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>	
<b>Endorsement Effective Date:</b>	
<b>Countersignature Of Authorized Representative</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Signature:</b>	
<b>Date:</b>	

## SCHEDULE



<b>Insurance Company:</b> ARCH INSURANCE COMPANY	
<b>Policy Number:</b> 31CAB1050818	<b>Effective Date:</b> 04-01-2023
<b>Expiration Date:</b> 04-01-2024	
<b>Named Insured:</b> SMS HOLDINGS CORPORATION	
<b>Address:</b> 7135 CHARLOTTE PIKE NASHVILLE TN 37205-	
<b>Additional Insured (Lessor):</b> ANY PERSON OR ORGANIZATION WHERE REQUIRED IN A WRITTEN CONTRACT THAT SUCH PERSON OR ORGANIZATION IS AN ADDITIONAL INSURED ON THIS POLICY PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO LOSS	
<b>Designation Or Description Of 'Leased Autos':</b> ANY LEASED AUTO AS DEFINED IN E. ADDITIONAL DEFINITION BELOW.	

Coverages	Limit Of Insurance
Liability	\$ 2,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Coverage**

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

- For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - You;
  - Any of your "employees" or agents; or
  - Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.



3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

**B. Loss Payable Clause**

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

**C. Cancellation**

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

**E. Additional Definition**

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

POLICY NUMBER: 31CAB1050818

COMMERCIAL AUTO  
CA 04 44 10 13



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER  
IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED  
SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 1?**

(Ed. 4-84)



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

**ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2023      Policy No. 31WCI4925818  
Insured SMS HOLDINGS CORPORATION  
Insurance Company ARCH INSURANCE COMPANY

Endorsement No.  
Premium INCL.

Countersigned By \_\_\_\_\_

POLICY NUMBER: 31GPP1051018

COMMERCIAL GENERAL LIABILITY  
CG 20 12 12 19



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

ANY STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND SUCH STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2025

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Brown & Brown RS Insurance Services, LLC 6 Cadillac Drive, Suite 200 Brentwood, TN 37027  www.bbinsurance.com	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Camille Pettway</td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b></td> <td><b>FAX (A/C, No):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> camille.pettway@bbrown.com</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B: Arch Indemnity Insurance Company</td> <td>30830</td> </tr> <tr> <td>INSURER C: Markel American Insurance Company</td> <td>28932</td> </tr> <tr> <td>INSURER D: Starr Indemnity &amp; Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	<b>CONTACT NAME:</b> Camille Pettway		<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>	<b>E-MAIL ADDRESS:</b> camille.pettway@bbrown.com		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Arch Insurance Company	11150	INSURER B: Arch Indemnity Insurance Company	30830	INSURER C: Markel American Insurance Company	28932	INSURER D: Starr Indemnity & Liability Company	38318	INSURER E:		INSURER F:	
<b>CONTACT NAME:</b> Camille Pettway																					
<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>																				
<b>E-MAIL ADDRESS:</b> camille.pettway@bbrown.com																					
INSURER(S) AFFORDING COVERAGE	NAIC #																				
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INSURER D: Starr Indemnity & Liability Company	38318																				
INSURER E:																					
INSURER F:																					
<b>INSURED</b> Mydatt Services, Inc. dba Block by Block 7135 Charlotte Pike, Suite 100 Nashville TN 37209																					

**COVERAGES****CERTIFICATE NUMBER:** 84651750**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR             GEN'L AGGREGATE LIMIT APPLIES PER:  <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC  <input checked="" type="checkbox"/> OTHER: SIR: \$1,000,000         </div> <div> <input checked="" type="checkbox"/> </div> </div>			31GPP1051020	4/1/2025	4/1/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$ Not Included PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Gen. Agg. All Locs/Proj \$10,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> ANY AUTO  <input type="checkbox"/> OWNED AUTOS ONLY  <input type="checkbox"/> HIRED AUTOS ONLY  <input type="checkbox"/> SCHEDULED AUTOS  <input type="checkbox"/> NON-OWNED AUTOS ONLY  <input checked="" type="checkbox"/> Symbol 7         </div> <div> <input checked="" type="checkbox"/> </div> </div>			31CAB1050820 (Liability) 31CAB1050920 (MA only)  31CAB1050620 (GC/ Full)	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded \$1,000 / 1,000
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			MKLM6MM70001154	4/1/2025	4/1/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	34WCI0501120 (AOS) 31WCI4925820 (FL,NY)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Leased & Rented Equipment			ITA100065371624	5/1/2024	5/1/2025	\$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Hollywood and CRA are included as Additional Insured as respects to the General Liability and Automobile Liability as required by written contract subject to the policy terms, conditions and exclusions.

**CERTIFICATE HOLDER****CANCELLATION**

City of Hollywood  
 Hollywood CRA  
 1948 Harrison Street  
 Hollywood FL 33020

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Donna Bagley

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Brown & Brown RS Insurance Services, LLC		NAMED INSURED Mydatt Services, Inc. dba Block by Block 7135 Charlotte Pike, Suite 100 Nashville TN 37209
POLICY NUMBER 31CAB1050820 (Liability)		
CARRIER Arch Insurance Company	NAIC CODE 11150	EFFECTIVE DATE: 4/1/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25      FORM TITLE: Certificate of Liability Insurance (03/16)  
HOLDER: City of Hollywood Hollywood CRA  
ADDRESS: 1948 Harrison Street Hollywood FL 33020

Hollywood CRA is included as Loss Payee as respects to the below listed vehicles, as required by written contract subject to the policy terms, conditions and exclusions.

- Vehicle 1  
2016 Chevrolet Silverado 4x4 Pickup Truck  
Serial #1GC0KUEG7GZ352893  
Tag # XE8415  
Vehicle #CRA  
Asset #94749
- Vehicle 2  
2015 Chevrolet Silverado 2500 4x4 Pickup Truck  
Serial #1GCOKUEG4FZ129709  
Tag #XD8743  
Vehicle #CRA  
Asset # 94594



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

8/19/2025

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

<b>AGENCY</b> Brown & Brown RS Insurance Services, LLC 6 Cadillac Drive, Suite 200 Brentwood, TN 37027  www.bbinsurance.com		<b>PHONE (A/C, No, Ext):</b>  		<b>COMPANY</b> Starr Indemnity & Liability Company 399 Park Avenue  New York NY 10022	
<b>FAX (A/C, No):</b> 		<b>E-MAIL ADDRESS:</b> camille.pettway@bbrown.com		New York NY 10022	
<b>CODE:</b> 		<b>SUB CODE:</b> 			
<b>AGENCY CUSTOMER ID #:</b> 					
<b>INSURED</b> Mydatt Services, Inc. dba Block by Block 7135 Charlotte Pike, Suite 100 Nashville TN 37209		<b>LOAN NUMBER</b> 		<b>POLICY NUMBER</b> ITA100065468425	
		<b>EFFECTIVE DATE</b> 5/1/2025		<b>EXPIRATION DATE</b> 5/1/2026	
		<input type="checkbox"/>		CONTINUED UNTIL TERMINATED IF CHECKED	
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>					

## PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.
--

## COVERAGE INFORMATION

PERILS INSURED

BASIC

BROAD

✓

SPECIAL

COVERAGE / PERILS / FORMS

AMOUNT OF INSURANCE

DEDUCTIBLE

Leased/Rented Equipment

\$275,535 Per Item

\$5,000

Scheduled Equipment

\$1,000,000 Per Occ.

Unscheduled Equipment

\$99,280 Per Item

\$5,000

\$100,000 Per Item

\$500,000 Per Occ.

\$8,250,437

Maximum Any One Occurrence

Valuation: Replacement Cost five years old or newer / Actual Cash Value – Equipment greater than five years old.

## REMARKS (Including Special Conditions)

--

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

<b>NAME AND ADDRESS</b> City of Hollywood Hollywood CRA 1948 Harrison Street Hollywood FL 33020	<input type="checkbox"/>	<b>ADDITIONAL INSURED</b>	<input type="checkbox"/>	<b>LENDER'S LOSS PAYABLE</b>	<input type="checkbox"/>	<b>LOSS PAYEE</b>
	<input type="checkbox"/>	<b>MORTGAGEE</b>	<input type="checkbox"/>			
	<b>LOAN #</b>					
	<b>AUTHORIZED REPRESENTATIVE</b> <i>Brown &amp; Brown RS Insurance Services, LLC</i>  Brown & Brown RS Insurance Services, LLC					

ACORD 27 (2016/03)

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 Outlook

Fw: Mydatt (dba) Block by Block - Updated COI - Hollywood CRA

From Betzaida Cambero <bcambero@HollywoodFL.org>  
Date Wed 8/20/2025 12:56 PM  
To Allen Perry <APERRY@hollywoodfl.org>; Certificate of Insurance <COI@hollywoodfl.org>

4 attachments (605 KB)  
City of Hollywood.pdf; COI - BBB - City of Hollywood FL.pdf; Approval -Mydatt Services (dba) Block by Block COI - Allen Perry - Outlook.pdf; PA600071 - Mydatt Updated BPA- Approved.pdf;

Acceptable.

**Betzaida Cambero**  
Risk Management Analyst  
Office of Human Resources | HR Risk Management  
P.O. Box 229045  
Hollywood, FL 33022

Email: [bcambero@HollywoodFL.org](mailto:bcambero@HollywoodFL.org)  
Telephone: [954-921-3639](tel:954-921-3639)



Notice: Florida has a broad public records law. All correspondence sent to the City of Hollywood via e-mail may be subject to disclosure as a matter of public record.

From: Allen Perry <APERRY@hollywoodfl.org>  
Sent: Tuesday, August 19, 2025 2:28 PM  
To: Certificate of Insurance <COI@hollywoodfl.org>  
Subject: Mydatt (dba) Block by Block - Updated COI - Hollywood CRA

Greetings

Please see updated Lease and Rented Equipment Insurance

Is it acceptable?

This Vendor cleans our downtown Hollywood

**Allen Perry**  
Procurement Specialist  
Office of Procurement and Contract Compliance

Email: [APERRY@hollywoodfl.org](mailto:APERRY@hollywoodfl.org)  
Telephone: [954-924-2980](tel:954-924-2980)

From: Sheli Dile <sdile@smsholdings.com>  
Sent: Tuesday, August 19, 2025 12:23 PM  
To: Allen Perry <APERRY@hollywoodfl.org>  
Cc: Angela Dennis <adennis@smsholdings.com>  
Subject: RE: Updated COI Request - Hollywood CRA

Please see the attached and let me know if any further revisions are needed.

Thanks,

Sheli Dile  
Risk Analyst  
Corporate Support Center  
Nashville, TN  
615-806-9310 phone **Please note new phone number**  
615-301-1132 Fax  
[sdile@smsholdings.com](mailto:sdile@smsholdings.com)

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From: Allen Perry <APERRY@hollywoodfl.org>  
Sent: Tuesday, August 19, 2025 10:26 AM  
To: Sheli Dile <sdile@smsholdings.com>  
Cc: Angela Dennis <adennis@smsholdings.com>  
Subject: Re: Updated COI Request - Hollywood CRA

**WARNING: WARNING: DO NOT CLICK LINKS or OPEN ATTACHMENTS in this email unless you recognize the SENDER and know the content is SAFE.**  
Awesome, Thank You!

**Allen Perry**  
Procurement Specialist  
Office of Procurement and Contract Compliance

Email: [APERRY@hollywoodfl.org](mailto:APERRY@hollywoodfl.org)  
Telephone: [954-924-2980](tel:954-924-2980)

**From:** Sheli Dile <[sdile@smsholdings.com](mailto:sdile@smsholdings.com)>  
**Sent:** Tuesday, August 19, 2025 9:18 AM  
**To:** Allen Perry <[APERRY@hollywoodfl.org](mailto:APERRY@hollywoodfl.org)>  
**Cc:** Angela Dennis <[adennis@smsholdings.com](mailto:adennis@smsholdings.com)>  
**Subject:** RE: Updated COI Request - Hollywood CRA

Good Morning,

I will circle back with the broker and see if I can get this for you today.

Thanks,

Sheli Dile  
Risk Analyst  
Corporate Support Center  
Nashville, TN  
615-806-9310 phone **Please note new phone number**  
615-301-1132 Fax  
[sdile@smsholdings.com](mailto:sdile@smsholdings.com)

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**From:** Allen Perry <[APERRY@hollywoodfl.org](mailto:APERRY@hollywoodfl.org)>  
**Sent:** Tuesday, August 19, 2025 9:06 AM  
**To:** Sheli Dile <[sdile@smsholdings.com](mailto:sdile@smsholdings.com)>  
**Cc:** Angela Dennis <[adennis@smsholdings.com](mailto:adennis@smsholdings.com)>  
**Subject:** Updated COI Request - Hollywood CRA  
**Importance:** High

**WARNING: WARNING: DO NOT CLICK LINKS or OPEN ATTACHMENTS in this email unless you recognize the SENDER and know the content is SAFE.**  
Greetings,

Any update on the below?

Thank You,

**Allen Perry**  
Procurement Specialist  
Office of Procurement and Contract Compliance

**Email:** [APERRY@hollywoodfl.org](mailto:APERRY@hollywoodfl.org)  
**Telephone:** [954-924-2980](tel:954-924-2980)

**From:** Allen Perry <[APERRY@hollywoodfl.org](mailto:APERRY@hollywoodfl.org)>  
**Sent:** Wednesday, August 13, 2025 1:25 PM  
**To:** Sheli Dile <[sdile@smsholdings.com](mailto:sdile@smsholdings.com)>  
**Cc:** Angela Dennis <[adennis@smsholdings.com](mailto:adennis@smsholdings.com)>  
**Subject:** Updated COI Request - Hollywood CRA

Hi Angela,

Can I get an updated COI the Leased & Rented Equipment is expired on 5/1/2025

**Allen Perry**  
Procurement Specialist  
Office of Procurement and Contract Compliance  
P.O. Box 229045  
Hollywood, FL 33022

**Email:** [APERRY@hollywoodfl.org](mailto:APERRY@hollywoodfl.org)  
**Telephone:** [954-924-2980](tel:954-924-2980)

[www.HollywoodFL.org](http://www.HollywoodFL.org)

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**From:** Angela Dennis <[adennis@smsholdings.com](mailto:adennis@smsholdings.com)>  
**Sent:** Friday, August 8, 2025 7:33 PM  
**To:** Accounts Payable <[AccountsPayable@hollywoodfl.org](mailto:AccountsPayable@hollywoodfl.org)>; John Koch - BBB <[jkoch@blockbyblock.com](mailto:jkoch@blockbyblock.com)>; Allen Perry <[APERRY@hollywoodfl.org](mailto:APERRY@hollywoodfl.org)>; Clayton Ratledge - BBB <[cratledge@blockbyblock.com](mailto:cratledge@blockbyblock.com)>; Hector Lopez - BBB <[Hlopez@blockbyblock.com](mailto:Hlopez@blockbyblock.com)>  
**Subject:** [EXT]12550 HCRA; BBB Invoice(s) #129842-129844

Please see the attached invoice(s) and backup for July for Block by Block.

*Thank you,*

**Angela Taylor**  
**Billing Coordinator**  
**Block by Block**  
**Phone# 615-850-0517**  
**Fax# 615-301-1132**  
**Email: [billing@smsholdings.com](mailto:billing@smsholdings.com)**  
**Billing Helpdesk# 615-850-5462**





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## Mydatt Services (dba) Block by Block COI

---

**From** Certificate of Insurance <COI@hollywoodfl.org>

**Date** Mon 6/16/2025 10:56 AM

**To** Allen Perry <APERRY@hollywoodfl.org>; Certificate of Insurance <COI@hollywoodfl.org>

 3 attachments (774 KB)

BBB - City of Hollywood FL.pdf; PA600071 - Mydatt Updated BPA.- Approved.pdf; RFP-4580-18-JE Bid Packet FINAL.pdf;

Acceptable

### Certificate of Insurance



Notice: Florida has a broad public records law. All correspondence sent to the City of Hollywood via e-mail may be subject to disclosure as a matter of public record.

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**From:** Allen Perry <APERRY@hollywoodfl.org>

**Sent:** Monday, June 9, 2025 3:40 PM

**To:** Certificate of Insurance <COI@hollywoodfl.org>

**Subject:** Mydatt Services (dba) Block by Block COI

Greetings,

Please see the attached COI for Block by Block.

This Vendor cleans and maintains the Downtown Hollywood District

Is the COI acceptable?

**Allen Perry**

Procurement Specialist

Community Redevelopment Agency

---

**Email:** [APERRY@hollywoodfl.org](mailto:APERRY@hollywoodfl.org)

**Telephone:** [954-924-2980](tel:954-924-2980)

---

**From:** Sheli Dile <[sdile@smsholdings.com](mailto:sdile@smsholdings.com)>  
**Sent:** Monday, June 9, 2025 11:52 AM  
**To:** Allen Perry <[APERRY@hollywoodfl.org](mailto:APERRY@hollywoodfl.org)>; Angela Dennis <[adennis@smsholdings.com](mailto:adennis@smsholdings.com)>  
**Subject:** RE: [EXT]12550 HCRA; BBB Invoice(s) #128581-128583

Please see the attached

Sheli Dile  
Risk Analyst  
Corporate Support Center  
Nashville, TN  
615-806-9310 phone **Please note new phone number**  
615-301-1132 Fax  
[sdile@smsholdings.com](mailto:sdile@smsholdings.com)

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**From:** Allen Perry <[APERRY@hollywoodfl.org](mailto:APERRY@hollywoodfl.org)>  
**Sent:** Monday, June 9, 2025 11:18 AM  
**To:** Angela Dennis <[adennis@smsholdings.com](mailto:adennis@smsholdings.com)>  
**Cc:** Sheli Dile <[sdile@smsholdings.com](mailto:sdile@smsholdings.com)>  
**Subject:** Re: [EXT]12550 HCRA; BBB Invoice(s) #128581-128583

**WARNING: WARNING: DO NOT CLICK LINKS or OPEN ATTACHMENTS in this email unless you recognize the SENDER and know the content is SAFE.**

Thank You!

**Allen Perry**  
Procurement Specialist  
Community Redevelopment Agency

---

**Email:** [APERRY@hollywoodfl.org](mailto:APERRY@hollywoodfl.org)

**Telephone:** [954-924-2980](tel:954-924-2980)

---

**From:** Angela Dennis <[adennis@smsholdings.com](mailto:adennis@smsholdings.com)>  
**Sent:** Monday, June 9, 2025 11:08 AM  
**To:** Allen Perry <[APERRY@hollywoodfl.org](mailto:APERRY@hollywoodfl.org)>