



CITY OF TAMPA

Pam Iorio, Mayor

Purchasing Department

Gregory K. Spearman, CPPO
Purchasing Director

April 29, 2010

**REQUEST FOR PROPOSALS (RFP)
FOR
CANOE AND KAYAK RENTALS AT CYPRESS POINT PARK**

Pursuant to Chapter 69-1119, Special Acts, Laws of Florida, sealed proposals for **CANOE AND KAYAK RENTALS AT CYPRESS POINT PARK, RFP #11052610** will be received by the Director of Purchasing, City of Tampa, until **2:30 PM, MAY 26, 2010**; then to be opened and read aloud.

A non-mandatory pre-proposal conference will be held on **MAY 11, 2010 @ 9:30 AM** at the City of Tampa Purchasing Department, 306 E. Jackson Street, Tampa, FL 33602. The purpose of this conference is to answer questions that may arise from the proposal documents. A non-mandatory site inspection of the premises can be arranged by contacting Barry Thomas, Parks and Recreation Team Supervisor at (813) 781-0012. The site inspection should be performed at least ten days prior to the opening date of the RFP.

Attached are important instructions and specifications regarding responses to this Request for Proposal. Failure to follow these instructions could result in Proposer disqualification.

Questions regarding this proposal should be referred to: **Blake Leonard, Senior Procurement Analyst**. Questions shall be submitted by email to Blake.Leonard@tampagov.net or by fax at 813/274-8355.

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

Purchasing Department
Tampa Municipal Office Building, 2nd Floor
306 E. Jackson Street
Tampa, Florida 33602

(This address is appropriate for mailing,
hand delivery and express mail.)

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

RFPs shall be accepted no later than the time and date specified on the **REQUEST FOR PROPOSAL**. The RFP Opening shall be thereafter and open to the Public. All RFPs received after that time shall be rejected. Offers by telegram, telephone or transmitted by facsimile (FAX) machine are not acceptable. No RFP may be withdrawn or modified after the time fixed for the opening of the RFP.

Verification of the City's receipt of the proposal submitted is the sender's responsibility. Failure of the City to receive such proposal by the date and time specified on the Request for Proposal will result in non-consideration.

GPC LISTING

City of Plant City

Dave Sollenberger, City Manager
Drawer "C"
Plant City, FL 33564
813-659-4200 – Telephone
813-659-4216 – Fax
citymanager@plantcitygov.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

Clerk of Circuit Court

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

Tampa-Hillsborough County Expressway Authority

Nancy Marino, Facilities & Contracts Manager
1104 East Twiggs St. Suite #300
Tampa, Florida 33602
813-272-6740 – Telephone
813-276-2492 – Fax
Nancy@tampa-xway.com

Hillsborough Area Regional Transit Authority

Cathy Zickefoose, Purchasing Mgr.
4305 E. 21st Street
Tampa, FL 33605
813-623-5835 – Telephone
813-664-1119 – Fax
millerr@hartline.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

Hillsborough County School Board

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

Hillsborough Community College

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

Hillsborough County Board of County Commissioners

601 E. Kennedy Blvd., 18th Floor
P. O. Box 1110,
Tampa, FL 33601-1110
Phone: (813) 272-5790
FAX: (813) 272-6290
www.hillsboroughcounty.org

Hillsborough Co. Sheriff's Office

J. H. Shillady, Fiscal Officer
P.O. Box 3371
Tampa, FL 33601
813-247-8033 – Telephone
813-247-8246 – Fax
Jshillady@hcsotampa.fl.us

State Attorney's Office

Mark Ober, State Attorney
800 E. Kennedy Blvd., 5th Floor
Tampa, FL 33602
813-272-5400 – Telephone
813-272-7014 – Fax
Ober_M@SAO13th.com

Tampa Port Authority

David Webb, Financial Supervisor
P.O. Box 2192
Tampa, FL 33601
813-905-5164 – Telephone
813-905-5109 – Fax
dwebb@tampaport.com

Supervisor of Elections

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

City of Tampa Housing Auth.

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

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

Tax Collector

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

The Children's Board of Hills. County

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

University of South Florida

Tom Dibella, Director of Purchasing
Division of Procurement
3702 Spectrum Blvd. UTC135-P
Tampa, FL 33612
813-974-2481 – Telephone
813-974-5362 – Fax
tdibella@admin.usf.edu

Hillsborough County Purchasing

Lula Banks, Director
P.O. Box 1110
Tampa, FL 33601
813-272-5790 – Telephone
813-272-6290 – Fax
procurementservices@hillsboroughcounty.org

Property Appraiser

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

Tampa Palms Community Dev. Dist.

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

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SECTION I. SCOPE OF SERVICES

1. INTRODUCTION

The City of Tampa Parks and Recreation Department (City) is accepting proposals from qualified companies or individuals for the right to provide Canoe, Kayak and other non-motorized watercraft Rentals and Water Safety Instruction Services at Cypress Point Park with the understanding that other select parks may be available for this same type of enterprise based upon terms and permission.

2. BACKGROUND

Cypress Point Park is located at 5520 Cypress Street. It is the City's newest passive recreation waterfront park. With its grand opening in October 2008 Cypress Point Park became one of South-West Tampa's brightest jewels.

The park has 3 rentable shelters, picnic tables, grills, walking/jogging trails, beach front, natural areas and a restroom facility with parking for 50 within the park and overflow parking available within the neighboring complex. Attendance averages 50 + Monday through Friday with Saturdays and Sundays drawing the capacity crowds. The park is open seven days a week from Sunrise to Sunset.

Under Exhibit A identified with a red outline is the only approved area to be used by the Successful Proposer as a place for retail business. The Successful Proposer shall not permit any use of the premises which, directly or indirectly, is forbidden by law, ordinance, or government regulation which may be dangerous to life, limb, or property. The Successful Proposer may not commit waste on the premises, use of any illegal purpose or commit nuisance in any capacity.

The City reserves the right to host, sponsor and/or co-sponsor special events in the Park at which canoes, kayaks, and/or other non-motorized forms of watercraft may be provided by the City or a vendor(s) of the city or event sponsor's choice. Such events will offer the Successful Proposer, first right of refusal for like items and should not interfere with the Successful Proposer's general provision of services on the granted premises.

There is no guarantee of profitability to the Successful Proposer. All expenses and losses are to be borne exclusively by the Successful Proposer.

3. GOAL

To provide park patrons an opportunity to enjoy both an educational and passive recreational experience. The ability for patrons to rent and learn how to safely handle a canoe or kayak in and around the bay waters surrounding the park will be a first for the City and one that we are sure our visitors will enjoy and return to do more than once.

4. OBJECTIVE

To provide Canoe and Kayak rental service through a concessionaire for Cypress Point Park and other selected locations. Rentals to be utilized in and around the bay surrounding Cypress Point Park and other bodies of water in other park locations. To provide an educational and safe leisure activity opportunity to park patrons. Sales of food and/or drink are not permitted under this agreement.

5. PROPOSER REQUIREMENTS

5.1 EQUIPMENT

The Successful Proposer shall provide all equipment (Canoes, Kayaks, paddles, etc) including all safety related equipment and shall abide by all applicable local and State ordinances or Statutes for watercraft of this description. All Personal Floating Device (PFD) equipment must be U. S. Coast Guard Approved with tags readily visible.

5.2 LOCATION

The Successful Proposer shall be located in the area designated on the enclosed aerial photo marked "Exhibit A". The Successful Proposer shall be responsible for transportation, setup, assembly, and securing all rental and related equipment. All rental watercraft is to be portaged in and out of the launch area and removed from the park daily. No equipment, supplies or any other related items may be left on the beach, trail, parking lot, or any other area of the park overnight. The Successful Proposer shall not rent equipment from any area in Cypress Point Park or any other selected City park other than those area(s) designated in "Exhibit A" or other wise negotiated in said agreement.

5.3 OPERATIONS AREA

The Successful Proposer shall not install, assemble, or build any type of permanent or temporary structure. Portable shade canopies maybe set up on a daily basis during hours of operation, but must be removed at the close of business nightly. Tents, canopies, or portable shade structures may not exceed 10 x 10 and cannot be tied or bound together.

5.4 EQUIPMENT INVENTORY

The Successful Proposer shall possess an inventory of not less than 12 (combination of) suitable Canoes and/or Kayaks and adequate U. S. Coast Guard approved PFD to outfit on hand inventory of watercraft.

5.5 EDUCATION AND SAFETY INSTRUCTION

The Successful Proposer shall be responsible for instructing all customers on the safe use of the watercraft and safety equipment and limitations, boundaries or restricted areas of use.

5.6 RENTAL AGREEMENTS

The Successful Proposer shall provide each customer with a detailed rental agreement. The rental agreement shall be approved by the City as to terms and conditions, verbiage and form prior to commence of the Successful Proposer providing the services.

The form must clearly state:

- Total cost of rental including deposits if required
- Any and/all conditions which would create added or additional costs or liabilities to the renter (damages, late returns, loss, etc.)
- Shall contain renters name and emergency contact
- Signature and verification of safety instruction or knowledge of watercraft safety
- Signature of parent or guardian if renter is under 18 years of age
- Shall note that the provision of these services shall in no way be construed as to affect the privileges according to the public use of the area or to restrain or prevent the public from bringing their own canoes, kayaks or other non-motorized watercraft into the park for their use.

5.7 EQUIPMENT MAINTENANCE AND REPAIR

The Successful Proposer will be responsible for all maintenance and repair of all rental equipment and that being said shall not rent any equipment that is damaged or in ill repair to any park patron.

5.8 STAFFING

The Successful Proposer shall provide a list of all personnel both full and/or part-time, assigned to perform the services included in this RFP a minimum of 72 hours prior to their start date. Proposer shall provide job descriptions and number of anticipated employees to meet the days and hours of operation addressed in the RFP. The City requires that all employees used in this venture be background screened as per guidelines described on Attachment "A". Background Screening Procedures. All staff shall be readily identifiable and present a neat, professional image consistent with this type of venue.

Staff shall be trained and if applicable certified in Lifeguarding, Waterfront Safety, CPR and First Aid. Successful Proposer shall provide all necessary documentation to the City prior to the startup and a minimum of 24 hours before any new employee start date at the park.

5.9 LICENSING, FEES AND INSPECTIONS

The Successful Proposer shall be responsible for all licenses, fees and taxes associated with the rental business. Successful Proposer shall comply with all regulations of the Florida Department of Business and Professional Regulation,

5.10 MAINTENANCE AND CARE OF DESIGNATED AREA

Successful Proposer shall be responsible for maintaining the area used for docking, launching and storage of all watercraft in a safe and clean manner during operating hours and shall be responsible for the picking up and removal of all associated litter and debris from said area associated with this RFP.

5.11 OPERATION REQUIREMENTS

The Successful Proposer will be prohibited from, assigning or sub-leasing any portion of the concessionaire agreement without prior written approval from the City.

6. CITY REQUIREMENTS

6.1 The Successful Proposer shall be required to enter into a Lease and Operating Agreement with the City.

6.2 Hours of Operation must be kept within the established open hours of the park and shall be negotiated within the Lease and Operating Agreement.

6.3 Instead of the City charging a monthly rental fee to utilize the premises, the Successful Proposer is to operate under a commission to be received by the City.

6.4 The Successful Proposer shall be responsible for paying sales tax and will not deduct such from the commissions owed to the City.

6.5 The Successful Proposer shall remit the monthly commission due to the City on or before the 15th business day following the end of the month just ended. In support of each commission check issued, the Successful Proposer is required to attach an itemized statement indicating:

- Canoe Rentals:
Gross dollar sales and commissions.
- Kayak Rentals:
Gross dollar sales and commissions.
- Non-Motorized Watercraft
Gross dollar sales and commissions.
- Water Safety Instruction Services
Gross dollar sales and commissions.

Under no circumstances will the City be required to accept a minimum amount of rentals in order to receive the commissions.

7. PROPOSER SUBMITTALS

7.1 CONTRACT LITIGATION/LEGAL PROCEEDINGS

The Proposer shall identify any pending lawsuits, past litigation relevant to the subject matter of this RFP. Provide a statement of any litigation or pending lawsuits that have been filed against the Proposer. The Proposer shall also identify if it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under a concessionaire agreement, if selected.

If 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 as been filed against the company, provide a statement to that effect. For Respondents having a joint venture submit the requested information for each member of the joint venture.

7.2 EQUIPMENT

Submit a list of all equipment, watercraft, PFD's, oars, paddles, etc. to be used to operate the concession.

7.3 CAPITAL INVESTMENT

Provide a specific description of the capital investment to be made in relation to the purchase of equipment needed to fulfill the requirements of the RFP and how the capital investment is being financed.

7.4 STAFFING

Provide a list of anticipated staffing both part-time and full-time positions that will be assigned to perform the service included in this RFP. Proposer shall also include job descriptions and number of anticipated employees to meet the hours and days of operation and all certifications held.

7.5 OPERATIONAL IMPLEMENTATION PLAN

Proposer shall submit as part of the RFP package an overview of their operation plan as to how it relates to the requirements of the RFP, including but not limited to: staffing considerations, all equipment available (inclusive of watercraft, oars, paddles, PFD's, etc.), education/instructional program, setup, take down and portage plan.

7.6 PRICING AND RENTAL AGREEMENT

Proposer shall submit a comprehensive listing of suggested pricing for all rental equipment and materials they intend to offer. This is the pricing that is intended as customer charges. Submittal should include a sample Rental Agreement, listing all terms and costs of the rental, and any conditions which would create additional costs or liabilities to the renter (late returns, damages to watercraft, PFD's and or other items, etc.).

8. FINANCIAL STATEMENT

Proposer shall submit a financial statement (profit and loss statement and balance sheet) of Proposer for the preceding calendar or fiscal year. The City reserves the right to request additional financial information that would allow the City to evaluate the sufficiency of financial resources and the ability of the Proposer to sustain performance of the venture.

9. ADDITIONAL LOCATIONS

The City of Tampa reserves the right to add any additional location(s) to this contract that requires the same scope of services as specified herein. The City also reserves the right to delete or remove any location(s) from this contract.

10. RECORDS SUBJECT TO AUDIT

The Successful Proposer may be required to provide the City an Audit Profit and Loss Statement Summary. The Successful Proposer agrees that the City or its Designee reserves the right to audit, examine, and copy any and all books, records, electronic records and information relating to the operation of the rental venture during the length of the agreement. All records will be maintained until the audit is completed and all questions arising there from are resolved.

11. CONFLICT OF INTEREST

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

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

End of Section I

SECTION II. GENERAL CONDITIONS

1. GENERAL INFORMATION

1.1 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.

The City is not required to seek proposals for this service; it has chosen to do so in its best interest. In so doing, however, the City is not bound to award to the lowest monetary Proposer. The City reserves the right to seek new proposals when such is reasonably in the best interest of the City.

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 for more information.

1.2 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. Bidders registered as obtaining printed bid documents directly from the City's Purchasing Office will receive Addenda via mail or facsimile from Demandstar. 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.

1.3 Florida Public Records Law. In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and Federal laws, all Proposers should be aware that the RFP and all responses thereto are in the public domain and are available for public inspection. The Proposers are requested, however, to identify specifically any information contained in their bids/proposals which they consider confidential and/or proprietary, inclusive of trade secrets as defined in s. 812.081, Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to this RFP will become the property of the City of Tampa and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with your firm's name and the proposal number marked on the outside. The City will not accept bids/proposals when the entire proposal is labeled as exempt from public disclosure.

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 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 you designation of material as exempt from public disclosure.

Note: Acknowledgement of the Florida Public Records Law must be submitted with the proposal, under Section I. General Conditions, Section 3. Content of Proposal, Tab 2.

1.4 City Of Tampa Ethics Code. The Bidder 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 Bidder 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 Awardee shall ensure that no City employee receives any such benefit or interest as a result 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 web link below:
http://www.tampagov.net/appl_Message_Center/external.asp?strServiceID=246

Tampa's municipal codes are published online by the Municipal Code Corporation.

Printed copies of the Ethics Code can be obtained from the City Clerk's Office for a fee of \$0.15 cents a page.

1.5 Hold Harmless. The Successful Proposer shall agree to release, indemnify and hold harmless the City of Tampa from and against any and all liabilities, claims, suits, damages, charges or expenses (including attorneys' fees, whether at trial or appeal) which the City may suffer, sustain, incur or in any way be subjected to by reason of or as a result of any act, negligence or omission on the part of the Successful Proposer, its agents or employees, in the execution or performance of the obligations assumed under, or incidental to, the contract into which the Successful Proposer and the City will enter, except when caused solely by the fault, failure or negligence of the City, its agents or employees.

1.6 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.

1.7 Copyrights and Patent Rights. Proposer warrants that there has been no violation of copyrights, patent or other proprietary rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and Successful Proposer agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

1.8 Laws, Codes and Ordinances. The Successful 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.

1.9 Assignment and Sub-Contracting. No Awardee shall assign the award or any rights or obligations there under without the written consent of the City. In the event of such approved Sub-Contracting, the Awardee 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 and "Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized" MBD 20).

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

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

1.10 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.

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

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

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

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

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

The Successful Proposer further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers and vendors in connection with this Contract. The Successful Proposer further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5, as enacted by Ordinance No. 2008-89."

For additional information contact the Minority Business Development Office at 813/274-5543 or 813/274-5522. http://www.tampagov.net/dept_minority_business_development/

1.13 Equal Opportunity. The City of Tampa hereby notifies all Bidders that all eligible businesses, including Small Local Businesses Enterprises (SLBEs) will be afforded a full opportunity to participate in any award made by the City of Tampa pursuant to this present proposal matter and will not be subjected to discrimination on the basis of race, color, sex, or national origin. The City of Tampa prohibits any person involved in City of Tampa contracting and procurement activities, to discriminate on the basis of race, color, religion, sex, national origin, age, or physical handicap.

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

1.15 Compliance with Laws. The Successful Proposer shall comply with all applicable laws, ordinances, and codes of the State of Florida, Hillsborough County, and the City of Tampa. It shall be the responsibility of the contractor 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.

2. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

2.1 To ensure fair consideration for all Proposers, the City prohibits prospective Proposers' communication with any department or employee during the submission process. Questions relative to the interpretation of specifications or the proposal process shall be addressed to the City during the pre-proposal conference.

Additionally, the City prohibits communications initiated by a Proposer with any City official or employee evaluating or considering the proposals prior to the time an award decision has been made, except as initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Communications so initiated by a Proposer may be grounds for disqualifying the offending Proposer from consideration for award of the proposal and/or any future proposal.

3. CONTENT OF PROPOSALS

3.1 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.**

3.2 Provide one original proposal marked "original", one electronic version on CD or disk and five complete copies marked "copy" for the Evaluation Committee. If applicable, provide one redacted copy of the proposal with the original following the instructions stated under Section I. General Conditions, Section 1. General Information, Subsection 1.3 Florida Public Records Law.

In order to insure a uniform review process and to obtain the maximum degree of comparability, do not use three ring binders to submit the proposal, however, it is required that proposals be organized and fasten or bound in the following manner and identified with tabs:

- **Title Page.** Type the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the title of the RFP.
- **Table of Contents.** Include a clear identification of the written material by section and by page number.
- **Tab 1. Addenda.** Include a copy of the addendum, or addenda associated with the RFP, if applicable. Incomplete proposals will not be considered.
- **Tab 2. Florida Public Records Law.** Include a written acknowledgement of the Florida Public Records Law requirements from Section II. General Conditions, Section 1. General Information, Subsection 1.3.
- **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.
- **Tab 4. Section I, Scope of Services.** Include all the requirements and/or documentation requested under Section I. Scope of Services, Section 7. Proposer Submittals.
- **Tab 5. References.** Include a reference list of at least three clients to whom the Proposer has provided services similar to those being proposed to the City. The list should include the following information:

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

- **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 similar to 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. W/MBE Participation.** The City of Tampa administers a Women/Minority Business Enterprise (W/MBE) Program to promote the inclusion of W/MBE Companies in procurement solicitations and contract awards. Thus the City is actively encouraging participation in this project by City Certified W/MBE Companies. To obtain a list of the City's Certified W/MBE Companies, visit the City's website at: www.tampagov.net, select Purchasing Department, from the menu select Minority Business Development and select Publications. W/MBE Certified Companies directories are listed by Type of Services and by Company Names. If you need further assistance, please contact Ardail Allen C.C.A., W/MBE Specialist at (813) 274-5542.
- **Tab 9. SLBE Participation Goal.** In an effort to promote increased opportunities for Small Local Business Enterprise (SLBE) participation, the City has determined that a rating preference shall be awarded to City-certified SLBE firm(s) when evaluating and scoring their proposal. There shall be five bonus points given under the evaluation process for a City of Tampa certified SLBE firm that submits a proposal that is the primary Proposer. The primary Proposer must be SLBE certified prior to the opening date and time of the RFP and must submit a copy of their SLBE Certificate in the proposal.

To learn more about the City's SLBE Program or to obtain a SLBE application to become certified prior to submitting a proposal, go to the City's website at www.tampagov.net, go to "Select a Department" and select Minority Business Development; or you can contact Ardail Allen C.C.A., W/MBE Specialist at (813) 274-5542. The current listing of certified SLBE firms registered with the City of Tampa is also available by following the steps above and selecting Publications to view the City-certified SLBE Companies."

- **Tab 10. Sub-Contracting Forms.** Under Section II. General Conditions, Section I. General Information, Subsection 1.9 Assignment and Sub-Contracting, the following must be submitted:

Schedule of Sub-Contracting forms:

Form MBD 10 - Schedule of All Subcontractors/Consultants/ Suppliers Solicited.
Form MBD 20 – Schedule of Subcontractors/Consultants/Suppliers to be Utilized.

- **Tab 11. Compensation.** Submit a commission percentage of sales for all rentals being provided.
- **Tab 12. Bidder's Affirmation.** Complete and have notarized the Bidder's Affirmation form provided in the RFP Package. This form must be signed by an authorized representative of the firm as defined below.
- **Tab 13. Proposal Signature Form.** Complete the Proposal Signature form provided in the RFP Package. This form must be signed by an authorized representative of the firm as defined below:

When Proposer is a corporation, the president or vice president signing 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. The proposal shall also bear the seal of the corporation attested by its corporate secretary.

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

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

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

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

4. EVALUATION OF PROPOSALS

4.1 A Proposal Evaluation Committee will be established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP. All proposals submitted will be evaluated by the evaluation committee and will be scored and ranked by the criteria provided in this RFP, including the following:

EVALUATION CRITERIA	MAXIMUM POINT VALUES
Revenue to the City.....	15
Firm's Experience, Qualifications, Personnel.....	35
Responsiveness to the Scope of Services.....	35
References.....	15
SUBTOTAL TOTAL POINTS	100
SLBE Participation, if applicable	5 Bonus Points
TOTAL POINTS	105

4.2 The evaluation committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

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

- 4.3.1** Responsiveness of the Proposal to the scope of work.
- 4.3.2** Ability, capacity, and skill of the Proposer to perform the scope of work.
- 4.3.3** Experience of the business and individual members of the business in accomplishing similar services.
- 4.3.4** Responses of the client references.
- 4.3.5** Such other information that may be required or secured.

4.4 The City reserves the following rights to:

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

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

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

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

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

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

4.5 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.

5. CONTRACT REQUIREMENTS

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

5.2 Award/Contract Term. The period of the contract shall be for two years from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for three additional one-year periods.

5.2.1 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 Awardee prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

5.3 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.

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

10-day written notice with cause; or

30-day written notice without cause.

5.5 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.

5.6 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 contractor 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 Contractor upon the tangible personal property incorporated in the work and such taxes shall be paid by the Contractor 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 Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify 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 City, its officers, agents, and employees for any costs, including litigation costs and attorneys' fees through the appellate process, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of work.

5.7 Government Purchasing Council. Hillsborough County Government Purchasing Council members may, at their discretion or option, utilize this bid 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.

5.8 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.

5.9 Laws, Codes And Ordinances. The Successful Bidder shall comply with any applicable requirements of Federal, State, County and City laws, Codes, Ordinances, Regulations and Rules of the City of Tampa as amended from time to time.

5.10 Payment. Full payment will be made by the City after receipt and acceptance of materials/services, invoices, Sub-Contractors/Consultants/Suppliers Payments form, and normal processing time--approximately 30 days in total. The City does not pay service charges on late payments; however, the City is subject to Florida's Prompt Payment Act. (See Section 218.70 - 218.79, Florida Statutes.) Bidders that accept Visa/Mastercard payments can be enrolled in the City's ePayments program for faster payment turnaround, by contacting the City's Accounts Payable Department at acctspayable@tampagov.net

5.11 Minimum Wage Amendment. The Awardee shall comply with the minimum wage requirements as required in Article X, Section 24, Constitution of the State of Florida as of May 2, 2005.

The rate of wages for all persons employed by the Awardee on the work covered shall not be less than the rate of wages required by the Fair Labor Standards Act (Public Law 104-188) enacted August 20, 1996.

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

- Invoice number;
- Company Name;
- City work order number (if applicable);
- Purchase order number;
- Location and dates of work;
- Cost of work as stated on Bid Response and extended price to reflect total cost for number of times work was performed.

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

5.14 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)]

6. INSURANCE REQUIREMENTS

During the life of the award/contract the Awardee/Contractor shall provide, pay for, and maintain insurance with companies authorized to do business in Florida, with an A.M. Best rating of B+ (or better) Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best. All insurance shall be from responsible companies duly authorized to do business in the State of Florida. All commercial general liability insurance policies (and Excess or Umbrella Liability Insurance policies, only if applicable) shall provide that the City is an additional insured as to the operations of the Awardee/Contractor under the award/contract including the additional insured endorsement, the subrogation waiver endorsement, and the Severability of Interest Provision. In lieu of the additional named insured requirement, if the Awardee/Contractor's company has a declared existing policy which precludes it from including additional insureds, the City may permit the Contractor to purchase an Owners and Contractors Protective Liability policy. Such policy shall be written in the name of the City at the same limit as is required for General Liability coverage. The policy shall be evidenced on an insurance binder which must be effective from the date of issue until such time as a policy is in existence and shall be submitted to the City in the manner described below as applicable to certificates of insurance. The insurance coverages and limits required must be evidenced by a properly executed Acord 25 Certificates of Insurance on form. Each Certificate must be personally manually signed by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. Thirty days' written notice by registered or certified mail must be given to the City of any cancellation, intent not to renew, or reduction in the policy coverages, except in the application of the aggregate liability limits provisions. Should any aggregate limit of liability coverage be reduced, it shall be immediately increased back to the limit required by the award/contract. The insurance coverages required herein are to be primary to any insurance carried by the City or any self-insurance program thereof. All claims made insurance policies must provide the retroactive date on the proof of coverage.

Within ten working days of receipt of notification of intent to award, the successful Bidder/Proposer shall provide the City of Tampa Purchasing Department the required insurance on the Acord 25 certificate of insurance form. Failure to furnish by the 10th working day may disqualify Bidder/Proposer as non-responsible, unless the due date is extended by the Director of Purchasing or his Designee.

The City may waive any or all of these requirements based on the specific nature of goods or services to be provided under the award/contract.

The Awardee/Contractor will be required to provide and pay for the following:

a. Commercial General Liability Insurance shall be provided on the most current Insurance Services Office (ISO) form or its equivalent. This coverage must be provided to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, contractual liability, and XCU exposures (if applicable). Completed operations liability coverage shall be maintained for a minimum of one-year following completion of work. The amount of Commercial General Liability insurance shall not be less than the amount specified.

\$1,000,000 per occurrence and a \$2,000,000 general aggregate.

b. Automobile Liability Insurance shall be maintained in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. The amount of Automobile Liability Insurance shall not be less than the amount specified.

\$1,000,000 combined single limit each occurrence bodily injury & property damage.

c. **Worker's Compensation and Employer's Liability Insurance** shall be provided for all employees engaged in the work under the award, in accordance with the laws of the State of Florida. The amount of the Employer's Liability Insurance shall not be less than the amount specified.

Worker's Compensation: Florida Statutory Requirements
Employer's Liability:

\$1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee.

e. **Excess Liability Insurance (Umbrella Policy)**, in addition to general liability coverage and shall be provided on the most current Insurance Services Office (ISO) form or its equivalent. The amount of Excess Liability Insurance shall not be less than the amount specified.

\$3,000,000 per occurrence and general aggregate

Note: The City of Tampa uses Ebix BPO to manage its insurance certificates and related documentation. Upon insurance expiration, Ebix BPO staff will notify the Awardee to request updated insurance certificate(s) and endorsement(s).

End of Section II

SECTION III. BIDDER'S AFFIDAVIT AND PROPOSAL SIGNATURE FORMS

BIDDER'S AFFIDAVIT

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

AFFIANT'S NAME

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

1. That the Bidder, if a natural person, is of lawful age.
2. That if the Bidder is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.
3. That if the Bidder is operating under a fictitious name, Bidder has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;
4. That the Bidder has not submitted a rigged Bid, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this bid with any other natural person, partnership, corporation or other entity making a bid for the same purpose. The Bidder has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.
5. In the event that the City determines that the Bidder 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 Bidder. The contract let under such circumstances shall be deemed invalid.
6. That the Bidder is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County or the State of Florida.
7. That no officer or employee of the City, either individually or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract or award to this Bidder; nor does the Bidder know of any City officer or employee having any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of the contract to this Bidder.
8. That, by submitting this bid, the Bidder 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.

FURTHER AFFIANT SAYETH NOT.

Bidder: Complete the applicable Acknowledgement for An Individual Acting In His Own Right, A Partnership or A Corporation, according to your firm type.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT

State of _____
County of _____

The foregoing instrument was acknowledged before me 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 A PARTNERSHIP

State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____
20__, by _____, who is a partner on behalf of _____, a
partnership. He/She is personally known to me or has produced identification and 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 A CORPORATION

State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____,
who is _____
(Title)

of _____
(Corporation Name)

a corporation under the laws of the State of _____, on behalf of the said corporation.
He/She 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

**PROPOSAL SIGNATURE FORM
FOR
CANOE AND KAYAK RENTALS AT CYPRESS POINT PARK**

In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to provide **RFP# 11052610, CANOE AND KAYAK RENTALS AT CYPRESS POINT PARK**, in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation. This completed Proposal Signature form must be submitted with the Proposer's written proposal and will become a part of any agreement that may be awarded. This Proposal Signature Form must be signed by an authorized representative as defined in Section II. General Conditions, Subsection 3. Content of Proposal of this RFP. **If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.**

Please type or print:

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Telephone No.: _____ Fax No.: _____ Email: _____

Type Organization: ☐ Individual ☐ Small Business ☐ Non-Profit
 ☐ 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 # _____

State of FL Corporation ID# (from Sec'y of State): _____

State of FL Fictitious Name Reg.# (from Sec'y of State): _____

Federal I.D. #: _____

Minority Business Status: ☐ Black ☐ Hispanic ☐ Woman

Is your business certified as a minority business with any government agency? ☐ Yes ☐ No. If yes, please list below:

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

Authorized Signature: _____ Date: _____

End of Section III

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

This form must be submitted with all bids or proposals. All subcontractors solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that directly follow are for the form heading information pertaining to the project and prime.

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.

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 Opportunities existed for this Contract. Checking the box indicates that your business will not use subcontractors and will self-perform all work. If during the administration of the contract you use subcontractors, the “Sub-(Contractors/Consultants/Suppliers) Payments” form must be submitted with your invoices.

No Firms were contracted because. Provide brief explanation as to why no subcontractors were used.

See attached documents. Check if you have provided any additional documentation relating to the payment data.

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

SLBE. Enter “S” for firms Certified by the City of Tampa as Small Local Business Enterprises. Change order.

Federal ID. FIN. 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.

Type of Ownership. Indicate the Ethnicity and Gender of the owner of the subcontracting business.

Trade, Services, or Materials Indicate the trade, service, or material provided by the subcontractor. NIGP codes are listed at top section of document.

Contract Method L=letter, F=fax, E=Email, P=Phone. Indicate with letter the method 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.

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



Contractor Name: _____ Address _____

Federal ID _____ Phone _____ Fax _____ Email _____

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

[illegible]

Total Subcontract/Supplier Utilization \$ _____

Total SLBE Utilization \$ _____

Percent SLBE Utilization	%
--------------------------	---

Certification: 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: _____

MBD 20 rev. 07/31/08 Pg ____ of ____

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

This form must be submitted with all bids or proposals if subcontracting will be performed. All subcontractors projected to be utilized must be included on this form.

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.

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.

See attached documents. Check if you have provided any additional documentation relating to the payment data.

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

Federal ID. FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.

SLBE. Enter “S” for firms Certified by the City as Small Local Business Enterprises.

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. NIGP codes are available at <http://www.tampagov.net/mbd>.

Amount of Quote, Letters of Intent (required for Women/Minority Business Enterprises)

Percent of Contract. Indicate the percent of the total contract price the subcontract(s) represent.

Total Subcontract/Supplier Utilization. – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract.

Total SLBE Utilization. Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract.

Percent SLBE Utilization. Total amount allocated to SLBEs divided by the total bid amount.

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

**City of Tampa - Sub-(Contractors/Consultants/Suppliers) Payments**

[] Partial [] Final

Contract No.: 10-P-04377 WO#,(if any) _____ Contract Name: CANOE AND KAYAK RENTALS AT CYPRESS POINT PARK #11052610

Contractor Name: _____ Address _____

Federal ID _____ Phone _____ Fax _____ Email _____

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

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

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

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

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: _____

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

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 directly follow are for the form heading information pertaining to the project and prime.

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. 05/01/07 – 05/31/07)

Payment Request/Invoice Number. Provide sequence number for payment requests. (ex. Payment one, write 1 in space, payment three, write 3 in space provided.)

City Department. The City of Tampa department to which the contract pertains.

Total Amount Requested for pay period. Provide all dollars you are expecting to receive for the pay period.

Total Contract Amount (including change orders). Provide expected total contract amount. This includes any change orders that may increase or decrease the original contract amount.

Signed/Name/Title/Date. This is your certification that the information provided on the form is accurate.

See attached documents. Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.

Partial Payment. Check if the payment period is a partial payment, not a final payment. Located at the top right of the form.

Final Payment. Check if this period is the final payment period. Located at the top right of the form.

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

(Type) of Ownership. Indicate the Ethnicity and Gender of the owner of the subcontracting business or SLBE.

Trade/Work Activity. Indicate the trade, service, or material provided by the subcontractor.

SubContractor/SubConsultant/Supplier. Please indicate status of firm on this contract.

Federal ID. A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.

Company Name, Address, Phone & Fax. Provide company information for verification of payments.

Total Subcontract Amount. Provide total amount of subcontract for subcontractor including change orders.

Dollar Amount Previously Paid. Indicate all dollars paid to a subcontractor as of the payment request. (Do not include amount to be paid for this period)

\$ To Be Paid for this Period. Provide dollar amount of dollars requested for the pay period.

Sub Pay Period Ending Date. Provide date for which subcontractor invoiced performed work.

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

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

BACKGROUND SCREENING PROCEDURES

1. Who Will Be Screened: All individuals applying for positions within the boundaries of City of Tampa leased premises, known as “Curtis Hixon Waterfront Park”.

2. Confidentiality: To protect the privacy of the applicant, it is critical that the company have a confidentiality policy. The policy should include a statement of respect for privacy of the applicant and that information disclosed during the screening process will not be disclosed outside of the organization. The policy should also acknowledge that the company might, in special circumstances, have a duty to disclose to third parties including government agencies. The policy should be made available to all applicants.

3. Typical Paperwork Flow:

- Distribute consent/release forms to potential applicants
- Collect all completed (legible) consent/release forms\
- Send forms to Background Screening Company
- Receive the screening results
- Make the appropriate notifications on any potential applicant who is disqualified
- Provide the disqualified applicant with the following:
 1. Fair Crediting Reporting Act-Summary of rights
 2. Letter of disqualification
 3. Copy of actual screening report (results)

4. Recommended Criteria for Exclusion: Guilty means that a person was found guilty following a trial, entered a guilty plea, entered a no contest plea accompanied by a court finding of guilt (conviction) or a withholding of guilt. This recommendation does not apply if criminal charges resulted in acquittal, Nolle Prose or dismissal.

5. A person will be disqualified and prohibited from hire if the person has been found guilty of the following crimes:

- **Sexual Offenses:** ALL Sex Offenses—Regardless of the amount of time since offense.
Examples: child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, indecent exposure, etc.
- **Felonies:** ALL Felonies---Regardless of the amount of time since the offense. Examples: murder, manslaughter, aggravated assault, kidnapping, robbery, aggravated burglary, etc.
- **ALL Felony offenses**—Other than violence or sex within the past 10 years. Examples: drug offenses, theft, embezzlement, fraud, child endangerment, etc.
- **Misdemeanors:** ALL misdemeanor violence offenses within the past 7 years. Examples: simple assault, battery, domestic violence, hit & run, etc. ALL misdemeanor drug & alcohol offenses within the past 5 years or multiple offenses in the past 10 years. Example: Driving under the influence, simple drug possession, drunk and disorderly, public intoxication, possession of drug paraphernalia, etc. Any other misdemeanor within the past 5 years that would be considered a potential danger to children or is directly related to the functions of that staff. Examples: contributing to the delinquency of a minor, providing alcohol to a minor, theft, if a person is handling monies, etc.
- **Pending Cases:** It is recommended that anyone who has been charged for any of the disqualifying offenses or for cases pending in court should not be hired or considered for hire, until the official adjudication of the case.

6. Recommended Guidelines for Staff Photo Identification: A photo identification practice serves the dual purpose of identifying staff members as qualified and authorized personnel and builds public awareness for quality management practices. This takes the guess work out of identification by the public.

- It is recommended that all staff wear a photo identification badge and they are displayed at all times when on duty.

- The badge must be clearly visible.
- If the badge is lost or stolen it is the responsibility of the staff member to notify their manager and obtain a replacement badge as soon as possible.
- The photo identification is the property of the issuing company and the employee must rescind upon quitting or termination.

7. In addition to these recommended guidelines, it is recommended that you consult your risk management specialist and legal counsel to ensure all local and state laws and practices are met.

8. The Successful Proposer's applicant is required to complete the City's Background Screening paperwork to verify the following:

- **Social Security Verification:** Verify the name of every applicant against the social Security Number provided. This helps to eliminate the possibility of false names and/or information.
- **Address Trace:** Verify the current address and identify any previous address of every applicant chosen. This information is utilized to determine the jurisdiction in which the background screening is conducted.
- **State of County Criminal Record Check:** A Statewide or Countywide (depending on the jurisdiction) criminal record check is performed to capture all misdemeanor and felony convictions in that jurisdiction. The search should be conducted in the jurisdiction. The search should be conducted in the jurisdiction with the longest and most current residency.
- **National Criminal History Data Base Search:** There is no one national record clerk whether through the government or private sector that identifies every crime ever committed. However, there are now criminal history data bases available that contain millions of criminal records and cover much of the US. These data record bases can be assessed and used to supplement the local criminal history search. This is beneficial in expanding the search across the country but should not be used as a stand alone source for your background screening.
- **Sex Offender Registry:** Search of the appropriate state sex offender registry based on the address history. This is an important supplement to criminal history searches but should not be used as a stand alone source for your background screening.

9. Timely Results: The process should be timely and results should be returned within 10 business days on average to allow for proper planning.

10. NON-US Citizens: In handling background checks on individuals without Social Security numbers, it is suggested that in place of the SSN the applicant state "**NO SSN**". Your company should take appropriate measures to insure that the name, date of birth and addresses are all valid for these individuals.