



# CITY OF TAMPA

Bob Buckhorn, Mayor

Purchasing Department

Gregory K. Spearman, CPPO, FCCM  
Purchasing Director

OCTOBER 10, 2017

## REQUEST FOR PROPOSALS (RFP) FOR ODOR AND CORROSION CONTROL SERVICES

Pursuant to Chapter 69-1119, Special Acts, Laws of Florida, sealed proposals for **RFP #52111317, ODOR AND CORROSION CONTROL SERVICES** will be received by the Director of Purchasing, City of Tampa, until **3:00 PM, NOVEMBER 13, 2017**; then to be opened and read aloud.

A non-mandatory Pre-Proposal Conference will be held **1:30 PM, OCTOBER 30, 2017** at the City of Tampa Wastewater Department, 2545 Guy Verger Blvd, 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. If you are unable to attend the pre-proposal conference, questions must be submitted to Karon Johnson via email 24 hours prior to the pre-proposal conference date and time. **PLEASE BRING A COPY OF THE RFP TO THE PRE-PROPOSAL CONFERENCE.**

In order to comply with the Port of Tampa access requirements, all vendors that do not already have a Port of Tampa Access Pass and plan on attending the Pre-Proposal Conference should contact **Karon Johnson**, via e-mail at [karon.johnson@tampagov.net](mailto:karon.johnson@tampagov.net) by **12:00 PM, OCTOBER 27, 2017**, and include Attendee Name(s) and Company Name. **Vendors who do not contact the City by this deadline may not be allowed to enter the Port of Tampa for this meeting.**

**All attendees for this meeting will be required to obtain a temporary Port of Tampa Access Badge and should allocate extra time in order to be present at the opening of the Pre-Proposal Conference.**

**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 RFP should be referred to **Karon Johnson, CPPB, Certified Procurement Analyst**. Questions shall be submitted by email to [karon.johnson@tampagov.net](mailto:karon.johnson@tampagov.net).

Submission of Proposals 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 Proposal envelope/box as follows:

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

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

Questions regarding the City of Tampa Small Local Business Enterprise (SLBE) and/or Woman/Minority Business Enterprise (WMBE) programs should be referred to: **MINORITY AND SMALL BUSINESS DEVELOPMENT OFFICE – PHONE (813) 274-5512 Or**  
**[Http://www.tampagov.net/dept\\_minority\\_business\\_development/](http://www.tampagov.net/dept_minority_business_development/)**

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.

Proposals shall be accepted no later than the time and date specified on the **REQUEST FOR PROPOSALS**. The Proposal Opening shall be thereafter and open to the Public. 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 Proposal 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 Proposer'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.

306 E. Jackson Street, 2E • Tampa, Florida 33602 • (813) 274-8351 • FAX: (813) 274-8355

  
www.tampagov.net

Rev 5/8/15

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## **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.

## 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

### **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**

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**

Melissa Smiley  
4305 E. 21<sup>st</sup> Street  
Tampa, FL 33605  
813-623-5835 - Telephone  
813-664-1119 - Fax  
smileym@gohart.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@hcsco.tampa.fl.us

### **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

### **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

### **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@thafi.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**

Mike Abernethy, Director  
Purchasing Services  
3702 Spectrum Blvd. UTC135-P  
Tampa, FL 33612  
813-974-2481 - Telephone  
813-974-5362 - Fax  
gcotter@admin.usf.edu

### **Hillsborough County Purchasing**

Scott Stromer, 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**

The City of Tampa ("City") is requesting proposals from qualified professionals to provide Odor and Corrosion Control Services for the Wastewater Department's collection system and treatment facilities.

The City's system is comprised of approximately 250 miles of force mains; 1610 miles of gravity sewer lines; 225+ lift stations; 5 master stations; and an Advanced Wastewater Treatment Plant with a rated capacity of 96.0 MGD. On an average daily basis the treatment plant currently treats approximately 58 MGD of wastewater.

This Proposal will be for a turnkey service to provide odor and corrosion control services using the methods described in the Technical Requirements including all storage and feed equipment, chemicals, treatment equipment, control and monitoring systems, operation, monitoring, and maintenance necessary to achieve the odor control goals of the City. The equipment to provide odor and corrosion control will be provided at the expense of the successful proposer who shall maintain ownership, operation, and maintenance of said equipment as describe here in.

### **1. QUALIFICATIONS**

The Successful Proposer must have at least 5 years' experience in the manufacturing and servicing of both liquid and vapor phase technology equipment. The Successful Proposer must have at least 5 current odor control contracts, with references, for a minimum of 5 years in the state of Florida that are similar in size and magnitude, or larger than the City of Tampa's proposed project. The Successful Proposer shall have sufficient qualified personnel available to meet the objectives and requirements of the odor and corrosion control services. The Successful Proposer shall maintain an experienced and competent engineering staff with at least two professional engineers that are full time employees.

### **2. TECHNICAL REQUIREMENTS**

**2.1** Successful Proposer shall provide both liquid phase treatment to prevent the formation of hydrogen sulfide gas and vapor phase treatment for the removal of hydrogen sulfide gas. Liquid phase treatment shall be based on the use of nitrate products such as Bioxide, Bioxide Plus 71 or equal. These products shall be fed into the collection system at various locations throughout the wastewater service area. Vapor phase treatment shall be accomplished through the use of biofiltration odor control systems that remove and treat hydrogen sulfide and other odorous gases.

**2.2** Successful Proposer shall establish a monthly communication link with City personnel as determined by the City's Wastewater representative. The City shall have final approval of ongoing odor/corrosion control planning and adjustment process as wastewater collection/treatment systems continue to expand.

**2.3** Successful Proposer shall, based upon treatment strategies and budgetary objectives established by the City, refine and adjust the existing odor/corrosion control program working with the Wastewater Department upon award of Contract. Treatment strategies shall emphasize prevention/minimization of hydrogen sulfide production in the system where practical as opposed to treating for odor after hydrogen sulfide formation has occurred. The program shall include but not be limited to expanding services to other areas within the wastewater service area and designated pumping stations, adjusting the combination of current odor/corrosion products, and pilot testing these additions/changes.

**2.4** Successful Proposer shall provide a service/maintenance program to include routine gathering of dissolved and atmospheric hydrogen sulfide data using portable and fixed devices at key monitoring points (see Attachment B). Successful Proposer shall provide services that include traffic control, safety measures for both the public and workers, and shall coordinate all scheduling with City approval.

**2.5** Successful Proposer shall have the capability to provide continuous hydrogen sulfide monitoring for key odor and corrosion control points and/or as needed to resolve problems and odor complaints. The monitors shall record hydrogen sulfide at least once every five minutes and shall immediately alert via email or SMS text if pre-determined atmospheric sulfide levels are exceeded. Recorded data shall be made available to the City within 24 hours and shall automatically upload all recorded data to a website at least once every 24 hours.

**2.6** Upon the request and authorization by the City, the Successful Proposer shall be capable of installing temporary odor control systems to address nuisance odor issues within two days of notification to proceed.

**2.7** Successful Proposer shall provide an introductory and organizational seminar regarding its services and staff members to the City representatives within thirty (30) days after contract award.

**2.8** Successful Proposer shall hold at least one (1) yearly workshop for City employees at a City designated location to describe the latest techniques in odor and corrosion control treatment. An agenda and detailed outline of topics for the workshop shall be provided to the City at least thirty (30) days prior to each workshop as agreed to by the City.

**2.9** Successful Proposer shall coordinate with the City in establishing priorities in performing all work.

**2.10** Successful Proposer shall be completely responsible for the control of the environment of the work site during on-site operations. All precautions shall be taken by the Successful Proposer to protect the workers, public and City staff from any exposure to harmful or hazardous substances within the sewer system and from dangerous work materials and equipment.

**2.11** Successful Proposer shall inform the City of its planned work schedule and shall afford the City reasonable opportunity to observe and inspect the Successful Proposer's work in progress.

The following items are required for the project:

### **3. SCHEDULED SERVICES AND SITE VISITS**

**3.1** Site visits to each odor control feed system, biofiltration odor control system, and monitoring point will be made as often as necessary to maintain acceptable operation and to meet the odor control goals established by the City. This frequency is no less than once per month.

**3.2** At each visit, the following task will be performed at a minimum:

- a. Measure and record vapor phase scrubbers inlet and outlet H<sub>2</sub>S levels, pH, and as appropriate per vapor phase odor control equipment. Make adjustments to system operation to ensure system is meeting performance requirements. Replace and/or repair any defective or deteriorated equipment.
- b. Supply, deliver, and install chemicals at each liquid phase odor control feed system location as needed to ensure continuous operation.
- c. Measure and record dissolved sulfides, H<sub>2</sub>S, pH, and temperature as appropriate at each control point for liquid phase odor control systems. Adjust dosing profile as necessary to meet performance objectives.
- d. Check operation and calibration of dosing equipment at each feed system.
- e. Calibrate/troubleshoot/repair chemical feed systems as necessary.

**3.3** Successful Proposer will perform extensive odor surveys when these services are required by the City to identify sources of excessive loadings or collection system odor problems.

Surveys shall have the capabilities to collect the following types of data at a minimum: grab samples of vapor phase hydrogen sulfide, mercaptans, amines, ammonia, and other odorous compounds; continuous sampling and data logging of vapor phase hydrogen sulfide; grab and continuous sampling of liquid phase dissolved sulfide, pH, temperature, and ORP. Own and maintain the equipment to carry out these surveys including: Detection Instruments Odalog H<sub>2</sub>S monitor/data logger, Arizona Instruments Jerome H<sub>2</sub>S monitor, ISCO's 24 hour liquid samplers, Gastec's hand sampling (vapor) pumps as well as various pH meters and other sampling equipment.

**3.4** Successful Proposer shall remotely monitor the City's odor control chemical feed tank levels via a website to ensure uninterrupted services on liquid phase chemical feed systems.

**3.5** In addition to the tasks described above, any and all calibration, lubrications, or other maintenance shall be performed in accordance with the methods and frequency specified by the Equipment Manufacturer.

#### **4. ODOR CONTROL TREATMENTS**

**4.1** Liquid Phase Treatment: Liquid phase treatment shall be used to prevent the formation of hydrogen sulfide gas by feeding nitrate products into the wastewater collection system at the locations specified in Attachment C. The objective of the program is to reduce dissolved sulfides to <0.5 mg/L and atmospheric hydrogen sulfide levels to <10 ppm at the specified monitoring points and/or as needed to eliminate odor complaints within the treatment area. The proposer shall determine the actual feed rates required for each location listed Attachment C and shall adjust the feed rates as needed to meet the program objectives. Nitrate products shall be Bioxide, Bioxide Plus 71, or equal. The chemical shall utilize and enhance naturally occurring biochemical processes to prevent the formation of hydrogen sulfide. The chemical supplied shall utilize the inherent ability of the facultative bacteria normally present in wastewater to metabolize hydrogen sulfide and other odor-causing, reduced sulfur compounds. The material shall provide nitrate oxygen to the wastewater to support this biochemical mechanism.

The product shall contain a minimum of 3.5 pounds of nitrate oxygen per gallon and have a crystallization point of less than -20 degrees F. A crystallization chart shall be provided with the proposal. Products containing less than 3.5 pounds of nitrate oxygen per gallon with a crystallization point of higher than - 20 degrees F will not be accepted. Product shall be manufactured in a facility that complies with the following certifications. Proof of compliance with all listed standards must be provided with the proposal.

- ISO 9001 – Quality Management System
- ISO 14001 – Environmental Management System
- OHSAS 18001 – Health and Safety Management System

The material shall be chemically stable, allowing continuous removal of sulfide contributed by side streams downstream of the application point. As a result of the biochemical process, the material shall provide the additional benefit of biochemical oxygen demand (BOD) reduction in the wastewater. The cost of any licensing fees that may be required to supply chemicals purchased from other vendors shall be include in the price.

The chemical shall be delivered, stored and fed into the wastewater collection system via standard liquid phase chemical handling procedures. The material shall be fully compatible with storage and feed equipment constructed of any of the following.

- a. High Density Crosslinked Polyethylene
- b. PVC
- c. Polypropylene
- d. FRP
- e. Stainless Steel

Successful Proposer shall supply, install, and maintain all tanks, pumps, control systems, monitoring equipment, piping, valves, etc., to feed the chemical into the collection system at the flow rates needed to achieve the required odor removal. The Chemical feed tanks may range in size from 500 gallons up to 10,000 gallons. Tank sizes are dependent on feed rates and site constraints and will be selected by the proposer to reduce the number of deliveries. The proposer will be responsible for supplying, delivering, and filling each chemical feed system as needed to maintain continuous operation. Tractor trailer access to some feed locations is not possible. The proposer shall have smaller trucks and equipment needed to supply chemicals to these locations.

Successful Proposer shall monitor equipment operation and performance and shall provide monthly reports on the liquid phase treatment program to demonstrate the effectiveness of the program. The proposer shall collect all data needed for this report. Data shall be collected at the monitoring points specified in Attachment B and at any additional points needed to effectively monitor the program's performance. The report shall include the following information for each monitoring point or chemical feed location:

- a. Average total dissolved sulfide levels
- b. Atmospheric Average Hydrogen Sulfide levels
- c. Chemical Dosage Rate
- d. Wastewater pH
- e. Chemical residual levels

The City will perform random testing to verify compliance with the technical specifications.

Successful Proposer shall provide at least five examples of where the proposed products have been used to successfully remove hydrogen sulfide gas and reduce sulfide levels from wastewater collection systems. The examples shall include pipe sizes, lengths, flow rates, and before and after dissolved and atmospheric sulfide levels that demonstrate the products can meet the specified treatment levels.

**4.2 Vapor Phase Treatment** shall be used to solve point source odor problems at specified locations by pulling odorous gases from pumping stations or the collection system and treating these gases using biofiltration odor control systems. The system shall be provided at the locations indicated in Attachment D and shall be designed to operate at the specified air flow rates and inlet hydrogen gas loads and discharge air to less than 1 ppm H<sub>2</sub>S. The proposer shall supply, install, and maintain all equipment required for each location.

Successful Proposer shall be responsible for designing the system and selecting the equipment needed to meet the specified performance requirements. The equipment required for each location may include, but will not be limited to, biofilter vessel, media, spray nozzles, mist eliminators, nutrient feed system, valves, piping, recirculation pumps, fans, electrical controls, monitoring equipment, ductwork, water piping, drain piping, conduits, and wiring needed to connect to the points of connection designated and provided by the City, and all other equipment needed to provide a complete operating system.

Successful Proposer shall be responsible for ensuring the system and installation meets all applicable building, plumbing, and electrical code requirements and will obtain all permits needed for each installation. The proposer is also responsible for ensuring the equipment meets all applicable noise ordinance requirements.

Successful Proposer shall provide performance testing for the completed installation to demonstrate that the system meets the specified performance requirements. Proposer shall also be responsible for monitoring and maintaining the performance of each system and shall make any changes/repairs needed to ensure continuous operation and compliance with the performance requirements. Monthly reports on the performance of each system shall be provided that includes information needed to demonstrate the performance of each system. The proposer shall collect all data needed for this report. The report shall include the following information:

- a. Hydrogen Sulfide in.
- b. Hydrogen Sulfide Out.
- c. Airflow in.
- d. Airflow Out.

**4.3 Safety.** Successful Proposer is completely responsible for the safety of its workers and shall comply with applicable safety requirements and industry safety standards. The proposer shall have a designated Safety Officer within its organization. Proposer will furnish, install, and maintain all safety equipment (i.e. eye wash, safety shower, chemical containment tanks, etc.) required for each liquid phase treatment and vapor phase treatment site. Should chemicals or treatment systems provided not require full safety equipment, the proposer shall provide detailed justification with the proposal. Proposer shall instruct and provide information to City personnel so that personnel are fully aware of all hazards and safety protocols associated with the chemicals and treatment systems. The successful Proposer shall provide a safety seminar every twelve (12) months to City employees describing all safety precautions necessary for odor and corrosion control chemicals that are in use including reviewing of MSDS sheets for those chemicals and providing copies of same. Proposer shall be fully responsible for the operation of their vehicles, and for handling, hauling, and delivery of all materials, spill reporting, disposal of chemicals, and for meeting all associated laws, rules, and safety standards required to transport, store, and deliver required chemicals. Proposer shall provide all necessary security measures to properly protect materials and equipment from theft, damage, and vandalism.



## **5. EMERGENCY/ODOR COMPLAINT RESPONSE REQUIREMENTS**

The Successful Proposer must be capable of providing 24 hour response to any emergency repairs needed to maintain continuous operation of equipment and/or to respond to odor complaints to investigate the need for equipment adjustments or repairs. Proposer shall respond within 2-hours of being notified of equipment failures or odor complaints. Proposer must have at a minimum, (6) six service technicians in the state of Florida, one residing in Tampa and a second within 40 miles of Tampa. Technicians must have fully stocked trucks with parts and equipment for repairs and the services stated above. Proposer must have a Service Center located in Florida within 100 miles of Tampa. Service center must be fully equipped for repairing or replacing equipment with spare pumps, tanks, and parts for equipment supplied for this contract.

## **6. PERFORMANCE ASSURANCE**

The following is a summary of expectations to maintain any resulting contract:

- 6.1** Yearly total cost must be equal or less than the prices submitted in your proposal.
- 6.2** Respond and resolve any City odor complaints in a timely manner.
- 6.3** Meet all odor control goals and performance requirements as stated in the Technical Requirements.
- 6.4** Eliminate odor complaints from the citizens.
- 6.5** Product shall not adversely affect any process associated with the Treatment Plant or lift stations.

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

The City will not provide equipment to assist the successful Bidder in unloading the equipment or chemicals for each feed location or biofiltration odor control system. A firm level pad will be provided by the City for the storage tank and feed equipment or biofiltration odor control system. A 120 volt 20 amp electrical service will be provided for the vendor to connect the chemical feed system. The City will provide larger electrical services as needed for biofiltration odor control systems. The City will pay for the electrical usage. A water service will be provided at each feed location and odor control system. The water bill shall be paid by the City. On the price proposal information the vendor will show the total electrical and water usage projected per year for all equipment.

## **8. PROPOSER SUBMITTALS**

The following must be submitted in the proposal:

- 8.1** Provide a cover page, general introductory statement and table of contents. Provide proof of any licensing or certification required by law to perform the services and generally describe your proposal in summary form, or if no licensing or certification is required, indicate same.
- 8.2** Provide a description of your company's background and size. Include an organizational chart depicting the structure, lines of authority and communication.
- 8.3** Clearly demonstrate your company's experience.
  - 8.3.1** Proposers must provide the following details to demonstrate past relevant experience and performance:
    - Name of the client.
    - Specific details about the services provided, including location.
    - Value of the contract.
    - Duration of the contract, including inception and completion dates
    - Specify the name, title, telephone, and email for the client's contract manager for the specified contract/performance.

**8.3.2** Names of proposer's staff and their direct involvement in the services; and names of proposer's subcontractors and their role in the services.

**8.3.3** Governmental agency, if any, which verified compliance with its requirements or standards, and the names and telephone numbers of the key persons with direct knowledge of the compliance.

**8.3.4** Provide any other governmental or municipality experience if not previously specified.

**8.4** Provide your company's project approach and specific service/maintenance plan. Provide a narrative of the project approach and how this approach meets the City's objectives. Include an explanation of your company's technical ability to perform all facets of the scope of services.

**8.5** Provide sample reports of odor and corrosion control analyses performed by your company.

**8.6** Provide a list of products proposed to be used to reduce hydrogen sulfide (H<sub>2</sub>S) along with the chemical reaction formulas for each product.

**8.7** The City is deeply committed to respecting the environment. Include a detailed description of the Proposer's safety plan to control the environment of the work site during on site operations.

**8.8** Identify each principal of the proposer and other key personnel who will be interacting with the City. Do not include personnel that will not have a key role in providing services. Describe each person's respective area of expertise.

For each identified person, provide a personal resume which includes qualifications, training and experience. Resumes shall also include the following information:

- a. Full name and title
- b. Professional credentials
- c. Individual's intended roles and duties in providing services pursuant to this Request for Proposal
- d. Office address and web address
- e. Email address and telephone number

**8.9** Location and Local Office: Identify the office location which will be primarily responsible for this proposed project and the office location of the staff that will be assigned to this proposed project if different. Include the year both locations were established. Proposer(s) should describe whether the managing office will be located within the City.

**8.10** Recent, Current, and Projected Workload: List all projects handled by your firm during the past five (5) years and identify the volume of work previously awarded by.

**8.11** Provide an explanation of the proposers' legal capacity to perform all facets of the Scope of Services. Include a description of corporate or other structure and governance, and detail the legal capabilities of proposer(s) relevant to performing the scope of services.

**8.11.1** Joint venture firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation in the project.

**8.12** Disclose any ownership interest in other entities involved in these services which might reasonably be selected to perform work under the scope of services set forth in this Request for Proposal. This ownership disclosure will be included, whether such ownership occurs by the proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.

**8.13** Submit any other additional information which would assist the City in the evaluation of your proposal.

**8.14** Submit a summary of Proposer's environmental sustainability initiatives. All Proposers are encouraged to use as many environmentally preferable "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. Environmentally preferable are products or services that have a reduced adverse effect on the environment.

**8.15** Proposed Costs – Attachment E

**8.15.1** General Requirements, Start-up: Identify any start-up cost. If there is none so state "No Cost".

**8.15.2** Liquid phase Treatment: Biological/Chemical Products and feed systems: Provide the cost per gallon price for supplying, delivering, and for providing chemical storage and feed systems for the biological/chemical products for the liquid phase treatment program. The cost shall include all cost for supplying, installing, and maintaining storage tanks and chemical feed systems and all costs to supply, deliver and unload the chemicals at each of the required locations provided in Attachment C. Equipment and labor to monitor chemical tank levels, collect data, and monitor performance of the program shall also be included in the cost. Cost shall also include supplying, delivering, installing, and maintaining equipment for additional chemical feed locations as needed to meet the objectives of the liquid phase treatment program or as requested by the City.

**8.15.3** Vapor phase Treatment: Provide the Monthly lease/rental fee for each of the Four (4) vapor phase treatment locations listed in Attachment D. The lease/rental fee shall include all costs to furnish, install, monitor performance, and maintain each location. The cost shall be based on the sizing and performance requirements listed in Attachment D. Other Cost: Identify any other Professional Service and Products offered. If any, provide adequate detail to allow for consideration and evaluation.

**8.16 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 past experience.

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

If an action has been filed relevant to the subject matter of this RFP, 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.

## **9. MANAGEMENT**

If, during the course of the project, the Successful Proposer makes personnel changes, the City has the right of review, acceptance, and/or reject proposed substitute(s). The City will make available the City's management team for interview and consultation during plan(s) development and for review of the draft and final plans.

## **10. 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.

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.

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 800-711-1712 or visit [www.DemandStar.com/supplier](http://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 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.

**1.4 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. 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 aforementioned instructions may result in Proposer's alleged confidential/proprietary/exempt information being disclosed to the public. This will be the Proposer's "REDACTED" copy. All submittals received in response to

this Proposal will become the property of the City of Tampa and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.\*

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

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

**1.4.1** 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.

**1.4.2** 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.

**1.4.3** 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 by the City, provide the City with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the City) on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion (or earlier termination) of the contract if Contractor/Awardee/Successful Proposer does not transfer the records to the City;
4. Upon completion (or earlier termination) of the contract, 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 contract, 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 contract, 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 SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUCCESSFUL PROPOSER DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-274-8351, COTPurchasing@TAMPAGOV.NET, AND MAILING ADDRESS OF PURCHASING DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 2ND FLOOR, 306 E. JACKSON STREET, TAMPA, FLORIDA 33602.**

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

**1.5 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 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 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.

**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 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.

**1.8 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, with the exception of city holidays. In all instances any document required to be transmitted by a certain date must be received in the required office by 4:30 pm. An envelope which is postmarked by the required date is not sufficient. Transmittal by fax, email or other electronic means may be accepted. However, it shall be the responsibility of the party transmitting the document(s) to ensure that the document(s) were received, and the transmitting party shall bear any risk of interruption or failure in the electronic transmission.

**1.9 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 Minority and Small Business Development Offices website at <http://www.tampagov.net/minority-business-development>. 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. If you need further assistance, please contact the Minority and Small Business Development Office at (813) 274-5512.

**NOTE:** In accordance with the Equal Business Opportunity Ordinance 2008-89, The City of Tampa's WMBE policies are narrowly-tailored to identify **underutilized** WMBEs by Industry Category. Proposers who are certified within the **underutilized** category for the work/scope detailed herein or subcontract with firms that are certified within the **underutilized** category will be eligible for weighted points in the selection process. Refer to **MBD Form 70** to identify **underutilized** WMBEs by Industry Category and Section 4. Evaluation of Proposals for the WMBE Participation scoring criteria for this REP. **For this RFP the underutilized WMBE Industry Category is "Professional Services".**

**1.10 SLBE Participation.** In an effort to promote increased opportunities for Small Local Business Enterprises (SLBEs), the City actively solicits the participation of certified SLBE firms in the performance of contracts. To obtain a list of the City's Certified SLBE Companies, visit the Minority and Small Business Development Offices website at <http://www.tampagov.net/minority-business-development>. Under programs and Services select WMBE and SLBE Directories. These directories include SLBE Certified Companies which are listed by Type of Services and by Company Names. If you need further assistance, please contact the Minority and Small Business Development Office at (813) 274-5512.

**NOTE:** In accordance with the Equal Business Opportunity Ordinance 2008-89, SLBE vendors are eligible for weighted points in the selection process. Refer to Section 4. Evaluation of Proposals for the SLBE participation scoring criteria for this RFP.

**For additional information contact the Minority Business Development Office at 813/274-5543 or 813/274-5512. <http://www.tampagov.net/minority-business-development>**



**1.11 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.

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

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

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

During the performance of this Contract, the Successful Proposer herein assures the City, that said Successful Proposer is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that the Successful Proposer does not on the grounds of race, color national origin, religion, sex, 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."

**1.14 Proposer's Criminal History Screening Practices.** Per City of Tampa Code of Ordinances, Section 2-284, Bidder(s) shall perform criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link [https://www.municode.com/library/fl/tampa/codes/code\\_of\\_ordinances](https://www.municode.com/library/fl/tampa/codes/code_of_ordinances).

**1.15 Equal Opportunity.** The City of Tampa hereby notifies all Proposers that all eligible businesses, including Small Local Business Enterprises (SLBEs) and Women/Minority Business Enterprises (WMBEs) will be afforded a full opportunity to participate in any 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.

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

**1.17 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.

**1.18 Force Majeure.** Neither the City nor Successful Proposer shall be deemed in default with respect to the performance of, or compliance with the terms, covenants, agreements, conditions, or provisos of the Agreement, if the failure to perform or comply shall be due to any strike, lockout, civil commotion, invasion, rebellion, hostilities, sabotage, acts of God or causes otherwise beyond the control of the City or Successful Proposer.

**1.19 Survival.** Provisions in regards to licensing, indemnification, governing law venue and confidentiality shall survive termination of contract.

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

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

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

**1.21 Audit Rights.** During the term of this agreement including any renewal or extension hereof, and for a period of three (3) years thereafter, or for such longer period of time as may be required by applicable federal regulations and negotiated with the Successful Proposer the City or a representative of the City shall have the right, within two (2) weeks written notice to the Successful Proposer, to inspect and audit all of its' books of account, records, and other documents, pertaining to payments made or to be made pursuant to this Agreement and the Successful Proposer shall make all such records, books, and other documents available at the place where these books and records are normally maintained; provided, that all such inspections and audits shall be conducted during regular business hours. These records will be open to inspection and subject to audit and/or reproduction by the City or its representative within then (10) working days of written notice by the City. There will be an administrative fee of \$100.00 per day, per requested item for records that are received after the initial ten (10) working day period. The Successful Proposer shall provide adequate work space and access to office equipment (copier and fax machines) at no charge if such inspections are required at the Successful Proposer's office. The Successful Proposer shall allow the City or their representative to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Books of account and records as referred to in the Agreement shall include any and all information, materials, and data of every kind and character, including without limitation, financial statements, general ledgers, job cost reports, accounts payable, accounts receivable, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, subcontract files, commitments, arrangements, notes, daily diaries, project manager reports, drawings, receipts, vouchers and memoranda, written policies, time sheets, payroll registers, cancelled checks, original estimates, estimating work sheets, change order files, back charge logs and supporting documentation, trade discounts, insurance rebates and any and all other agreements or documents that may in the City's judgment have a bearing on or pertain to any matters, rights, duties or obligations under or covered by this Agreement. Such records subject to inspection shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. Such records shall be made available in hard copy as well as electronically (computer readable data) when available.

The Successful Proposers shall require all payees (examples include, but are not limited to, Sub-Contractors, insurance agents, material suppliers, etc.) to comply with the provisions of this Section by insertion of these requirements in any contract between the Successful Proposer and payee. Such requirements to include flow-down right or audit provision in contracts with payees will also apply to Sub-Contractors, sub-Sub-Contractors, material suppliers, etc. The Successful Proposer will cooperate fully and will cause all related parties and all of the Successful Proposer's Sub-Contractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or making available to the City all required records. The Successful Proposer shall be held responsible for any financial impacts relating to payees who do not comply with this Section.

If an audit inspection in accordance with this Section discloses overpricing or overcharges (of any nature) by the Successful Proposer to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Audit department shall be reimbursed to the City by the Successful Proposer and (2) a 15% penalty of

the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Successful Proposer within a reasonable amount of time (not to exceed 45 days) from presentation of City's findings to the Successful Proposer.

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

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

**1.23 Deviations.** Proposals should clearly and with specificity detail all deviations to the requirements, terms and conditions set forth in this Request for Proposal. Such deviations must be stated within Section II. General Information, Section 3. Content of Proposals, Tab 9. Deviations to the RFP. Proposers are hereby advised that in instances where a deviation is stated and/or is otherwise found in Proposer's Proposal, said Proposal will be subject to rejection by the City in recognition of the fact that said Proposal does not meet the requirements imposed by this RFP and/or if such deviation is considered material in nature, in the sole discretion of the City. For informational purposes only, a deviation is considered material if (a) the deviation deprives the City of their assurance that the anticipated contract will be entered into, performed and guaranteed according to this RFP's specific requirements, or (b) the deviation provides the deviating Proposer with an undue competitive advantage over the other Proposers. A Proposal may not be subject to rejection where, at the sole discretion of the City, the stated deviation is considered to be equal or better than the imposed requirement, and where said deviation does not destroy the competitive character of the RFP process by affecting the Proposal such that an advantage or benefit is gained to the detriment of the other Proposers. Proposers are strongly cautioned against taking deviations to the requirements, terms and conditions set forth in this RFP.

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

#### **1.25 Indemnification**

The Successful Proposer releases and agrees to defend, indemnify and hold harmless the City, its officers, elected and appointed officials, employees, and/or agents (collectively, "City Indemnified Parties") from and against any and all losses, liabilities, damages, penalties, settlements, judgments, charges, or costs (including without limitation attorneys' fees, professional fees, or other expenses) of every kind and character arising out any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character cause by or resulting from, directly or indirectly, in whole or in part, by any act, negligence, recklessness, wrongful misconduct, omission or other conduct of the Successful Proposer or any tier of subcontractor/subconsultant/supplier, agent, employee, or anyone for whom Successful Proposer may be liable, in connection with, arising directly or indirectly out of the execution or performance of the obligations assumed under or incidental to this Contract hereof (singularly or collectively "Claims"), even if it is alleged that the City Indemnified Parties were negligent, unless such injuries or damages are ultimately proven to be solely the result of grossly negligent or willful acts or omissions on the part of the City Indemnified Parties. Without limiting the generality of the foregoing, any and all such Claims, including but not limited to personal injury, disease, sickness, death, damage to property, natural resources, or the environment (including destruction or loss of use, costs of hazardous or

toxic substance cleanup and disposal), defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of common law, any applicable law, statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder and, to the extent required, the defined term "Claims". The Successful Proposer further agrees to investigate, handle, respond to, provide defense (including without limitation attorney fees, paralegal fees, and expert fees to and through appellate, supplemental, or bankruptcy proceedings) for and defend any such Claim at its sole cost and expense through counsel approved in writing by the City and agrees to bear all other costs and expenses related thereto, even if the Claims are groundless, false, or fraudulent. The Successful Proposer shall advance or promptly reimburse to a City Indemnified Party any and all costs and expenses incurred by such City Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the City Indemnified Party is entitled to indemnification hereunder. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Successful Proposer's insurance coverage.

The parties agree that to the extent the written terms of this indemnification are deemed by a court of competent jurisdiction to be in conflict with any provisions of Florida law, in particular Sections 725.06 and 725.08, Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in fully and complete compliance with all such laws and to contain such limiting conditions or limitations of liability, or to not contain any unenforceable or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to the maximum extent permitted by Florida law. Further, whenever there appears in this Contract (or any other documents made a part hereof) an indemnification within the purview of Section 725.06, Florida Statutes, the monetary limitation on the extent of the indemnification under such provision shall be \$1 Million Dollars or a sum equal to the total contract price, service cost, or project value whichever is greater.

The obligation of the Successful Proposer under this Section is absolute and unconditional; it is not conditioned in any way on any attempt by a City Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Contactor might have against the City Indemnified Party. The duty to defend hereunder is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Successful Proposer, the City, and any City Indemnified Party. The duty to defend arises immediately upon presentation of a Claim by any party and written notice of such Claim being provided to the Successful Proposer. The Successful Proposer's defense and indemnity obligations hereunder will survive the expiration or earlier termination of this Contract.

The Successful Proposer agrees and recognizes that the City Indemnified Parties shall not be held liable or responsible for any Claims which may result from any actions or omissions of the Successful Proposer in which the City Indemnified Parties participated either through providing data or advice and/or review or concurrence of the Successful Proposer's actions. In reviewing, approving or rejecting any submissions by the Successful Proposer or other acts of the Successful Proposer, the City in no way assumes or shares any responsibility or liability of the Successful Proposer or any tier of subcontractor/subconsultant/supplier, under this Contract.

In the event the law is construed to require a specific consideration for such indemnification, the parties agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnification and the providing of such indemnification is deemed to be part of the specifications with respect to the services provided by the Successful Proposer.

## **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 the Scope of Services or the proposal process shall be addressed to the City during the pre-proposal conference, or questions can be submitted via email ten days prior to the RFP opening date and time.

**2.2 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.

### 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** The Proposer shall provide the following

- One (1) original proposal marked "**ORIGINAL**". The original proposal is the City's official record and recording of the proposal being submitted and one (1) electronic copy on CD, DVD or USB Drive. The proposal shall be one (1) PDF document. The CD, DVD or USB Drive is a supplement and will not be reviewed for compliance.
- Five (5) complete copies of the proposal marked "**COPY**" will be for the Evaluation Committee Members.
- One (1) redacted copy of the proposal marked "**REDACTED**". If applicable, provide one redacted copy of the proposal with the original following the instructions stated under Section II. General Conditions, Section 1. General Information, Subsection 1.4 Florida Public Records Law.

**In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized and fastened 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, 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 A. 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. 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 1.4.
- **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 8, Proposer Submittals.
- **Tab 5. References.** Include a reference list of at least five clients to whom the Proposer has provided services similar to those being proposed to the City. This list will include the following information:
  - Name of the client.
  - Specific details about the services provided, including location.
  - Value of the contract.
  - Duration of the contract, including inception and completion dates
  - Specify the name, title, telephone and email for the client's contract manager for the specified experience.

- **Tab 6. General Statement of Experience.** Include a written, verifiable statement of experience in providing and managing similar services in accordance with the requirements of the Technical Requirements.
- **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 Forms.** Under Section IV. Sub-Contracting Forms and Payment Form, the following forms must be filled out and submitted:
  - Schedule of All Sub-Contractors/Consultants/Suppliers Solicited MBD 10
  - Schedule of All Sub-Contractors/Consultants/Suppliers to be Utilized MBD 20

**These forms must be completed (including signatures) and submitted with all 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.**

- **Tab 9. Deviations to the RFP.** Proposer should clearly and with specificity detail all deviations to the requirements, terms and conditions set forth in this Request for Proposals (RFP). Proposers are hereby advised that in instances where a deviation is stated and/or is otherwise found in Proposer's Proposal, said Proposal will be subject to rejection by the City in recognition of the fact that said Proposal does not meet the requirements imposed by this RFP and/or if such deviation is considered material in nature, in the sole discretion of the City. Failure by a Proposer to state in writing any deviations to this RFP shall be considered as acceptance by the Proposer of the requirements, terms and conditions as stated in the RFP.
- **Tab 10. Compensation.** Submit an all-inclusive cost statement. Provide a detailed cost statement for providing the services indicated in Section I. Scope of Services, Section 8.15 and Attachment "E" of this document. Itemize fees, expenses and any optional costs separately.

The Proposer and its staff assigned to provide Services for the City shall include travel and accommodation expenses in the proposal price. The Proposer shall comply with the City's current travel policy; coach/business class airfare seven-day advance booking, medium rate hotel accommodations if applicable, economy/midsize car rental and per diem of Breakfast \$8.00, Lunch \$12.00, Dinner \$18.00, and current IRS mileage reimbursement rate. Original receipts must be submitted in order for the Successful Proposer to be reimbursed for travel expenses.

- **Tab 11. 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 12. 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 an individual or sole proprietorship, the proposal shall be signed by the individual owner, stating name and style under which the Proposer is doing business.

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

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

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

#### 4. EVALUATION OF PROPOSALS

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

A Proposal Evaluation Committee will be established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP. The contract will be awarded to the most qualified Successful Proposer per the evaluation criteria listed below.

##### EVALUATION CRITERIA

##### MAXIMUM POINT VALUES

Cost to the City	20 points
Firm's Experience and Qualifications	35 points
Responsiveness to the Scope of Services	35 points
WMBE/SLBE Participation	10 points

##### TOTAL POINTS

**100 points**

**4.2 Application of WMBE and SLBE Evaluation Points.** During the evaluation of proposals for WMBE and SLBE participation, the Minority and Small Business Development Office will be responsible for assigning the points under this criteria. WMBE and SLBE points will be determined as follows:

1. A maximum of ten (10) rating points may be awarded when the Proposer is a City of Tampa certified WMBE Company participating as the prime contractor deemed underutilized within the industry category established by the RFP ("**Professional Services**").
2. A maximum of five (5) rating points may be awarded when the Proposer is a City of Tampa certified SLBE business participating as the prime contractor; or,
3. One to Seven (1-7) rating points may be awarded when the Proposer is not a City of Tampa certified SLBE prime contractor or a non-underutilized WMBE company but utilizes WMBE and/or SLBE certified firm(s) as Sub-contractors/consultants, and assigned to perform meaningful segments of the contractual services detailed herein and documented on the enclosed MBD Form 10-20 (4 pages total).

**NOTE: The maximum number of points achievable for WMBE and/or SLBE participation will not exceed a total of 10 points.**

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. As proof of certification, include copies of all WMBE and SLBE certificates in the proposal. The evaluation process of WMBE and SLBE participation will be evaluated by the City of Tampa's Minority and Small Business Department Office. The Successful Proposer will be required to execute MBD Form 40 (Letter of Intent-LOI) with their subcontractors/sub-consultants prior to award.

**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 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.

#### **4.5 INTERVIEWS/DEMONSTRATIONS**

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

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

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

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

**4.5.1** 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.



**4.5.2** 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.

**4.5.3** 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.

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

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

**4.5.6** 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.

**4.6 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. ADDITIONAL CONTRACT TERMS**

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

Prior to award resulting from this solicitation, the Successful Proposer shall be registered to transact business in the State of Florida, and shall furnish the City with proof of registration 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.**

**5.2 Award/Contract Term.** The period of the contract shall be for 5 years from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for five 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 Successful Proposer 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 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.

**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/Proposer shall comply with all Federal, State, County and City laws, rules and regulations as applicable to this bid/proposal.

**5.10 Payment.** Full payment will be made by the City after receipt and acceptance of materials/services and proper invoice in accordance with Florida Statutes § 218.70, *et. seq.*, the Local Prompt Payment Act. 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](mailto:acctspayable@tampagov.net).

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

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

**5.12 Invoicing.** The Successful Proposer shall furnish the City complete itemized invoices for work performed. Invoices are to reflect the prices stipulated on the purchase order and as outlined in this 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.

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

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

**5.13 Assignment and Sub-Contracting.** No Successful Proposer shall assign the award or any rights or obligations thereunder without the written consent of the City. 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.

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

**5.15 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

**INSURANCE.** This award/contract is subject to the attached and incorporated CITY OF TAMPA INSURANCE REQUIREMENTS included as Exhibit 1 of this bid document which should be reviewed for complete insurance details and coverage requirements. Without limiting Exhibit 1, including Awardee/Contractor's responsibility to determine applicability (e.g. "IF APPLICABLE"), for purposes of this award the following coverages are hereby specifically deemed "ALWAYS APPLICABLE" (alpha designations match those of Exhibit 1):

### a. Commercial General Liability (CGL) Insurance

Limits shall not be less than:

- (a) \$1,000,000 per occurrence and a \$2,000,000 general aggregate for awards valued at \$2,000,000 or less.
- (b) For awards valued over \$2,000,000, a general aggregate limit that equals or exceeds the award's value.

### b. Automobile Liability (AL) Insurance

Limits shall not be less than:

- (a) 500,000 combined single limit each occurrence bodily injury & property damage for awards valued at \$100,000 or less.
- (b) \$1,000,000 combined single limit each occurrence bodily injury & property damage for awards valued over \$100,000.

### c. Worker's Compensation (WC) and Employer's Liability Insurance

Employer's Liability limits shall not be less than:

- (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for awards valued at \$100,000 and under.
- (b) \$1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for awards valued over \$100,000.

### d. Excess (Umbrella) Liability Insurance

For awards valued at \$2,000,000 or more, at least \$4,000,000 per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed. May also compensate for a deficiency in Commercial General Liability, Automobile Liability or Worker's Compensation insurance coverage limits.

### e. Pollution and Remediation Liability

**A. Limits:** with limits of not less than \$2,000,000.00 annual aggregate / \$1,000,000.00 per occurrence, including the cost of defense during the term of the contract and for a period of five (3) years following the completion thereof. Such coverage shall include, but not be limited to:

1. Pollution Legal Liability- (legal liability arising out of the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials, or other irritants, contaminants, pollutants, into or upon the land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the work).

2. Remediation Legal Liability Expense - expenses incurred for or in connection with investigation, monitoring, removal, disposal, treatment, or neutralization of a condition arising from the discharge, dispersal release, seepage, migration, or escape of smoke, vapors, soot, fumes acids, alkalis toxic chemicals, liquids or gases, hazardous materials, waste materials, or other irritants, contaminants, or pollutants into or upon the land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the work, as well as the cost to repair

or replace real or personal property damaged during the course of Remediation Expense in order to restore the required Federal, State, Local, or Provincial laws, ordinances, regulations, or statutes, or any subsequent amendments thereof; and

3. Transportation Legal Liability / Expense Pollution Legal Liability or Remediation Legal Liability/Expense arising out of the movement by the Contractor of product or waste of the Owner to its final delivery point as specified in the resulting contract.

Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the Owner on Commercial General Liability and Worker's Compensation insurance coverage. The ACORD Certificate of Liability Insurance, with endorsements, shall be completed by the authorized Agent and returned to the Owner.

Loss Deductible Clause: The Owner shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor

The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

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 A.M. Best rating of no less than A-, Class VII, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

End of Section II

### SECTION III. PROPOSER'S AFFIDAVIT AND PROPOSAL SIGNATURE FORMS

#### PROPOSER'S AFFIDAVIT

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

---

AFFIANT'S NAME

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

1. That the Proposer, if a natural person, is of lawful age.
2. That if the Proposer is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.
3. That if the Proposer is operating under a fictitious name, Proposer has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;
4. That the Proposer has not submitted a rigged 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 Proposer has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.
5. In the event that the City determines that the Proposer has participated in any collusive, deceptive or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Proposer. The contract let under such circumstances shall be deemed invalid.
6. That the Proposer is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County or the State of Florida.
7. That no officer or employee of the City, either individually or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract 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.
8. 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.
9. That, by submitting this Bid for a Contract \$1,000,000 and greater, Bidder certifies that the Contractor is not on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria.

FURTHER AFFIANT SAYETH NOT.

Proposer: 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 sworn to (or affirmed) and subscribed 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 sworn to (or affirmed) and subscribed 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 sworn to (or affirmed) and subscribed 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  
ODOR AND CORROSION CONTROL SERVICES**

In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to provide **RFP#52111317, ODOR AND CORROSION CONTROL SERVICES**, 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: \_\_\_\_\_ Title: \_\_\_\_\_

Federal ID #: \_\_\_\_\_ Telephone 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 # \_\_\_\_\_

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: \_\_\_\_\_

End of Section III

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

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

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

[illegible]

**Forms must be included with Bid / Proposal**



## 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 contact the Equal Business Opportunity Program - Minority and Small Business Development Office at (813) 274-5522.

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

CAM 21-0675  
Exhibit 1  
Page 36 of 63



## 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 contact the Equal Business Opportunity Program - Minority and Small Business Development Office at (813) 274-5522.



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

Contract No.: **17-P-00986** WO#,(if any): \_\_\_\_\_ Contract Name: **ODOR AND CORROSION CONTROL**

**SERVICES RFP #52111317**

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	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 any and all subcontractors used for the pay period.

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

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

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



**City of Tampa**  
**Official Letter of Intent**

(Form MBD-40)

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

Signature and Title

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

Signature and Title



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

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

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

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

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

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

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

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

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

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

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

## Procurement Guidelines To Implement Minority & Small Business Participation

### Underutilized WMBE Primes by Industry Category

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

### Underutilized WMBE Sub-Contractors / Sub-Consultants

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

### Policy

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

### Index

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

### Industry Categories

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

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

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

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

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

### MBD Form-70

## ATTACHMENT A - 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 II. General Conditions, Section 3. Content of Proposal.

MANDATORY REQUIREMENTS	PAGE NUMBER IN PROPOSAL
<b>SECTION 1. QUALIFICATIONS</b>	_____
<b>SECTION 8. PROPOSER SUBMITTALS</b>	
8.1 Introduction and Licenses	_____
8.2 Org Chart	_____
8.3 Experience	_____
8.4 Process/Service/Maintenance Plan	_____
8.5 Sample Reports	_____
8.6 Products Proposed	_____
8.7 Environmental Safety Plan	_____
8.8 Key Personnel	_____
8.9 Office Location	_____
8.10 Projected Workload	_____
8.11 Legal Capacity	_____
8.12 Ownership Disclosure	_____
8.13 Additional Info	_____
8.14 Environmental Sustainability Initiatives	_____
8.15 Proposed Costs (Attachment E)	_____
8.16 Contract Termination for Default.	_____
8.17 Contract Litigation/Legal Proceedings	_____
<b>SECTION III. PROPOSER'S AFFIRMATION FORM</b> Form is filled out, executed and notarized.	_____
<b>SECTION III. PROPOSAL SIGNATURE FORM</b> Form is filled out and executed.	_____
<b>SECTION IV. 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><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 3. Content of Proposal?	_____

**Requested Voluntary Information Regarding  
Bidder's Initial Employment Application Content**

The 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 of Ordinances, which can be found at the website link:

[https://www.municode.com/library/fl/tampa/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH12HURI\\_ARTVICRHISCPR](https://www.municode.com/library/fl/tampa/codes/code_of_ordinances?nodeId=COOR_CH12HURI_ARTVICRHISCPR)

☐ Yes   ☐ No

The City requires this information for informational purposes only pursuant to Section 2-284, City of Tampa Code of Ordinances. 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.

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

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

## EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/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 for injuries to persons (including death) or damages to property 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. Firm's maintenance of insurance coverage as required herein is a material element of the Agreement and the failure to maintain or renew coverage or provide evidence of same (defined to include without limitation Firm's affirmative duty to provide from time to time upon City's request certificates of insurance, complete and certified copies of Firm's insurance policies, forms, and endorsements, information on the amount of claims payments or reserves chargeable to the aggregate amount of coverage(s) whether during the term of the Agreement or after as may be requested by the City in response to an issue or potential claim arising out of or related to the Agreement to which Firm's insurance obligations hereunder may apply or possibly help mitigate) may be treated as a material breach of the Agreement. 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 (i) terminate the Agreement or (ii) purchase such coverages as City deems necessary to protect the itself (charging Firm for same) and at City's option suspending Firm's performance until such coverage is in place. If Firm does not reimburse City for such costs within 10 days after demand, in addition to any other rights, City shall also have the right to offset such costs from amounts due Firm under any agreement with the City. 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 City reserves the right from time to time to modify or waive any or all of these insurance requirements (or to reject policies) based on the specific nature of goods/services to be provided, nature of the risk, prior experience, insurer, coverage, financial condition, failure to operate legally, or other special circumstances. If Firm maintains broader coverage and/or higher limits than the minimums shown herein, the City requires and shall be entitled to such broader coverage and/or higher limits maintained by Firm. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements are sufficient to cover Firm's interests, liabilities, or obligations. Required insurance shall not limit Firm's liability.

Firm acknowledges and agrees Firm and not the City is the party in the best position to determine applicability (e.g. "IF APPLICABLE"), confirm, and/or verify its insurance coverage. Acceptance by the City, or by any of its employees, representatives, agents, etc. of certificates or other documentation of insurance or policies pursuant to the terms of this document and the Agreement evidencing insurance coverages and limits does not constitute approval or agreement that the insurance requirements have been met or that coverages or policies are in compliance. Furthermore, receipt, acceptance, and/or approval of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its employees, representatives, agents, etc., which indicate less coverage than required does not constitute a waiver of Firm's obligation to fulfill these insurance requirements.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE:** ("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). **(ALWAYS APPLICABLE)**

**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). **(ALWAYS APPLICABLE)**

## EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS (CONT'D)

**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. **(ALWAYS APPLICABLE)**

**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. **(ALWAYS APPLICABLE)**

**E. Builder's Risk Insurance** for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's completed value, have no coinsurance penalties, eliminate the "occupancy clause", cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. **(IF APPLICABLE)**

**F. Installation Floater** coverage for property (usually highly valued equipment or materials such as compressors, generators, etc.) during its installation. Coverage must be "All Risk" including installation and transit for no less than 100% of the installed replacement cost value. **(IF APPLICABLE)**

**G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPrL)/ Medical Malpractice Insurance** where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least \$1M per occurrence and \$2M aggregate; deletion of design/ build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same. **(IF APPLICABLE)**

**H. Railroad Protective Liability (RPL) Insurance** for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle, tunnel, track(s) roadbed, or over/under pass. Subject to involved rail road's approval prior to commencement of work. **(IF APPLICABLE)**.

**I. Pollution and/or Asbestos Legal Liability Insurance** where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites), pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least \$1M per occurrence and \$2M aggregate, maintained for at least 3 years after Agreement completion. **(IF APPLICABLE)**

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

**K. Drone/UAV Liability Insurance** where Agreements involves unmanned aerial vehicles/drones. Coverage to include products and completed operations, property damage, bodily injury with limits no less than \$1M per occurrence, and \$2M aggregate; may be provided by CGL endorsement subject to City's prior written approval. **(IF APPLICABLE)**

**L. Longshore & Harbor Workers' Compensation Act/Jones Act** for work being conducted near, above, or on "navigable waters" for not less than the above Employer's Liability Insurance limit. **(IF APPLICABLE)**

**M. Garagekeeper/Hangerkeeper/Marina Operator Legal Liability Insurance and/or Hull/P&I Insurance** where parking lot, valet, dealership, garage services, towing, etc. and/or operation of a hangar, marina, or airplane/ship repairer, providing safe berth, air/watercraft storage/docking (on land/ in water), fueling, tours, charters, ferries, dredges, tugs, mooring, towing, boat/aircraft equipment/repair/alteration/maintenance, etc.; coverage against liability for damage to vehicles air/watercraft, their machinery in Firm's care, custody, or control both private & commercial. Limits at least equal to greater of \$1M, value of max number of vehicles that may be in Firm's custody, or of most costly object in Firm's custody. **(IF APPLICABLE)**

## EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS (CONT'D)

**N. Property Insurance and Interruption of Business (IOB) Insurance** where premises, building, structure, or improved real property is leased, licensed, or otherwise occupied by Firm. Property Insurance against all risks of loss to any occupant/tenant improvements at full replacement cost with no coinsurance penalty, including fire, water, leak damage, and flood, as applicable, vandalism and malicious mischief endorsements. IOB by which minimum monthly rent will be paid to City for up to 1 year if premises are destroyed, rendered inaccessible or untenable, including disruption of utilities, water, or telecommunications. (IF APPLICABLE)

**O. Liquor Liability/Host Liquor Liability** where Firm directly or indirectly provides alcoholic beverages, limits of at least \$1M per occurrence and \$1M aggregate. (IF APPLICABLE)

**P. Educators Legal Liability Insurance** where day care, after school program, recreational activities, etc. limits per G above. (IF APPLICABLE)

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

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

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

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

## **EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS (CONT'D)**

**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, employees, and volunteers. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, employees, and volunteers shall be excess of the Firm's insurance and shall not contribute with it.

**SUBCONTRACTORS/INDEPENDENT ASSOCIATES/CONSULTANTS/SUBTENANTS/SUBLICENSEE** - Firm shall require and verify that all such entities maintain insurance meeting all requirements stated herein with the City as an additional insured by endorsement (ISO FORM CG 20 38, or broader) or otherwise include such entities within Firm's insurance policies. Upon City's request, Firm shall furnish complete and certified copies of copies of such entities' insurance policies, forms, and endorsements.

**SUBCONTRACTOR DEFAULT INSURANCE, CONTROLLED INSURANCE PROGRAM, WRAP-UP** - Use requires express prior written consent of City Risk Manager.

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

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

**WAIVER/RELEASE AGREEMENT** - Where Firm has a defined group of persons who might be exposed to harm (e.g. participants in an athletic event/program, volunteers) any waiver or release agreement used by Firm whereby such persons (and their parent/guardian as applicable) discharge Firm from claims and liabilities, shall include the City, its elected officials, departments, officers, officials, employees, and volunteers to the same extent as Firm.

**Revised 11/01/2016**



**ODOR AND CORROSION CONTROL SERVICES**  
**ATTACHMENT "B"**  
**LIQUID PHASE BIOLOGICAL/CHEMICAL FEED**  
**PERFORMANCE MONITORING LOCATIONS**

Monitoring Location	Approximate Address/Location	Manhole Number
42nd Street	6223 N 42nd St. Lat: 28° 00'18.73"N Long: 82°24'43.84"W	313A-022
42nd Street Pump Station	4411 N 42nd St.	N/A
Mistflower Lane Manhole	10532 Mistflower Ln. Lat: 28° 9'38.00"N Long: 82°18'17.34"W	234A-451
Perry Pump Station Discharge Manhole	2900 Perry St. Lat: 27°58'12.97"N Long: 82°28'44.96"W	360A-004
Kirby/Rivershore Manhole	808 W. Kirby St. Lat: 28° 01'05.22"N Long: 82°27'54.57"W	151A-025
Armenia Manhole	11834 N. Armenia Ave. Lat: 28° 03'29.74"N Long: 82°28'48.69"W	330A-145
Brorein Manhole	337 W. Brorein St. Lat: 27°56'35.24"N Long: 82°27'48.45"W	370A-056
Bayshore Manhole	101 W. Beach Pl. Lat: 27°56'23.73"N Long: 82°27'38.40"W	371A-012
Rivershore-Hillsborough Manhole	5424 N. River Shore Dr. Lat: 27°59'51.37"N Long: 82°28'4.54"W	339A-015
Laurel and Grady Manhole	4002 W. Laurel St. Lat: 27°57'21.29"N Long: 82°30'35.48"W	248A-055
Averill/Sheridan Discharge Manhole	4307 W. Bay Ave. Lat: 27°52'45.18"N Long: 82°31'00.89"W	381A-261
Laurel Pump Station Discharge Manhole	3307 S. Manhattan Ave. Lat: 27°54'54.95"N Long: 82°31'05.02"W	381A-070
Lois Pump Station Discharge Manhole	4319-4398 W Tyson Ave. Lat: 27°53'11.48"N Long: 82°31'6.17"W	381A-250
Prescott Discharge Manhole	4734 W Bay Ave. Lat: 27°52'45.29"N Long: 82°31'36.95"W	217A-065
Rocky Point Pump Station Discharge Manhole	1102 N. O'Brien St. Lat: 27°57'11.94"N Long: 82°31'56.31"W	280A-002
Hanna Pump Station	1501 Hanna Ave.	N/A
Hunters Green 3 Pump Station	9298 Highland Oaks Dr. (Hunters Green G)	N/A
Westshore Plaza Discharge Manhole	4102 W North B St.	248A-038

Monitoring Location	Approximate Address/Location	Manhole Number
	Lat: 27°56'46.92"N Long: 82°30'42.94"W	
W. Pearl Ave Manhole	4204 W Pearl Ave. Lat: 27°53'15.36"N Long: 82°30'51.30"W	381A-337
Clark & Jetton Manhole	1009 S Clark Ave. Lat: 27°55'58.77"N Long: 82°30'43.13"W	248A-022
Dawson Ridge Pump Station Discharge Manhole	5004 Derry Way Lat: 28° 06'15.36"N Long: 82°24'8.64"W	293A-013
Buckingham/Wareham FM Discharge Manhole	6321 Chauncy St. Lat: 28° 05'41.94"N Long: 82°22'42.42"W	273A-074
Verdant Pasture Manhole	19226 Verdant Pasture Way Lat: 28° 09'51.15"N Long: 82°18'20.06"W	234A-432
W Kirby St and N Dartmouth Ave Manhole	7521 N Darmouth Ave. Lat: 28° 1'4.68"N Long: 82°27'44.90"W	356A-104
Hunters Green 1 Pump Station	8802 Hunter's Green (Hunters Green A)	N/A
University Pump Station	1105 E 131st Ave	N/A
Sulphur Springs Pump Station	7902 N 13th St	N/A
Ybor Pump Station	1302 N 25th St	N/A

**ODOR AND CORROSION CONTROL SERVICES  
ATTACHMENT "C"  
LIQUID PHASE BIOLOGICAL/CHEMICAL FEED LOCATIONS**

<b>Feed Location Name</b>	<b>Location Address</b>	<b>Estimated Feed Rates (GPD)</b>
Airport Pump Station	Tampa International Airport - George J. Bean Pkwy	76
Averill Ave Pump Station	2805 Averill Ave. (at Bayshore)	76
Ballast Point Pump Station	3606 Ballast Point Blvd.	27
Barcelona Mini Storage	3001 W Barcelona St.	125
Dazzo Pump Station	4614 Dazzo Ave.	44
Laurel Pump Station	3317 S Westshore Blvd.	36
Lincoln Pump Station	5102 N. Lincoln Ave.	83
Lois Pump Station	5509 S Lois Ave.	30
O'Brien Pump Station	1102 N. O'Brien St.	275
Osborne Pump Station	4717 Thatcher Ave.	83
Prescott Pump Station	4806 Prescott St.	50
Rocky Point Pump Station	7690 Courtney Campbell Causeway	126
Sheridan Pump Station	6303 Sheridan Rd.	21
Westshore Plaza Pump Station	253 Westshore Blvd.	76
Branch Pump Station	7901 Branch Ave.	25
109th Ave Pump Station	10902 Marjory Ave.	217
Burke Pump Station	2936 Burke St.	122
Clearview Ave Pump Station	3620 W Hamilton Ave.	85
Hanna Pump Station	1501 W Hanna Ave.	94
Louisiana Pump Station	8612 N Dale Mabry Hwy.	200
Whisper Lake Pump Station	8612 N Dale Mabry Hwy.	87
Paddock View Pump Station	19304 Paddock View Dr.	30
Pictorial Park Pump Station	10911 Pictorial Park Dr.	30
Kinnan Pump Station	18225 Kinnan Street.	445
Coffey Pump Station	8299 Coffey Dr.	140
West Meadows Pump Station	8698 New Tampa Blvd.	98
Hunters Green 3 Pump Station	9298 Highland Oaks Dr. (Hunter's Green G)	24
Hunters Green 1 Pump Station	8802 Hunter's Green Dr. (Hunters Green A)	150
Buckingham Pump Station	6911 Tampa Palms Blvd.	21
Wareham Pump Station	7201 Wareham Dr. (Tampa Palms 2B)	15
Riveredge Pump Station	14180 Riveredge Dr. (Hidden River 1)	185
Sierra Palms	16602 W. Tampa Palms Blvd. (9E)	89
Dawson Ridge Pump Station	15839 Dawson Ridge Dr. (Tampa Palms 7C)	15

Feed Location Name	Location Address	Estimated Feed Rates (GPD)
Armenia Pump Station	13503 Armenia Ave.	18
Lake Ellen Pump Station	12702 Sebring Blvd.	11
University Pump Station	1105 E 131st Ave.	440
37th St Pump Station	8424 N 37th St.	131
18th St Pump Station	9707 N 18th St.	100
Sulphur Springs Pump Station	7902 N 13th St.	902
43rd St Pump Station	6524 N 43rd St.	391
Lakeshore Pump Station	7008 Lakeshore Dr.	38

**ODOR AND CONTROL SERVICES**  
**ATTACHMENT "D"**  
**VAPOR PHASE - BIOFILTRATION ODOR CONTROL SYSTEM**  
**PERFORMANCE CRITERIA**

Location Name	Location Address	Process Air Flow	Average Inlet H2S Concentration
Kinnan Pumping Station	18225 Kinnan Street	2,000 CFM	150-300 ppm
East Tampa Pumping Station	1201 39th Street N	13,500 CFM	300-500 ppm
Perry Pumping Station	2900 Perry St	1,500 CFM	10-150 ppm
Fleet Maintenance	1508 N Clark Ave	350 CFM	10-150 ppm

**ODOR AND CORROSION CONTROL SERVICES**  
**ATTACHMENT "E"**  
**COST PROPOSAL FOR CITY OF TAMPA WASTEWATER**

Bid Item	Item Description	Quantity	Units	Unit Cost	Total Cost
1	General Requirements	1	LS		
2	Liquid Phase Treatment	2,100,000	gallon		
3	Kinnan Pumping Station Biofiltration Odor Control System	12	months		
4	East Tampa Pumping Station Biofiltration Odor Control System	12	months		
5	Perry Pumping Station Biofiltration Odor Control System	12	months		
6	Fleet Maintenance Biofiltration Odor Control System	12	months		
7	Contingency	1	LS		\$ 50,000.00
<b>TOTAL ANNUAL AMOUNT OF PROPOSAL</b>					
<b>ANNUAL AMOUNT X 5 YEARS</b>					



# CITY OF TAMPA

Bob Buckhorn, Mayor

Purchasing Department

Gregory K. Spearman, CPPO, FCCM  
Purchasing Director

## ALL FIRMS ON BID LIST

REF: City of Tampa RFP, dated OCTOBER 10, 2017  
RFP for Furnishing: 52111317  
ODOR AND CORROSION CONTROL SERVICES  
To Be Opened: NOVEMBER 13, 2017 @ 3:00 PM  
SUBJECT: ADDENDUM NO. 1 NOVEMBER 6, 2017

The following questions have been asked and the answers are provided below:

- Q. Please provide the city's wastewater maps, flow schematic, or hydraulic modeling showing the manholes and lift stations listed in the RFP. It should show the feed points flowing to monitoring points flowing to master lift stations or vice versa. I assume there will be at least 4 maps. Please provide any additional information available regarding the manholes and lift stations. Including, but not limited to, flow rates, current monitoring readings, etc.
- A. Attached is a copy of the wastewater collection system atlas that shows the locations of the chemical feed points and monitoring points. Also attached is revised Attachment "C" that includes average daily wastewater flow rates at each chemical feed location.
- Q. Does the City own the current vapor phase equipment at 1201 N. 39<sup>th</sup> Street? Do they own the current vapor phase equipment at the other three locations?
- A. The current vapor phase equipment at the locations listed in Attachment "D" is not owned by the City.

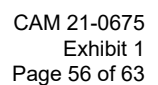
**Please Note: The City will not be accepting any additional questions regarding this Request for Proposal.**

Acknowledgement of the Addendum is required if a proposal is being submitted. Refer to the RFP package under Section II. General Conditions, Section 3. Contents of Proposals, Subsection 3.2, Tab 1. Addenda.

Sincerely,

Gregory K. Spearman, CPPO, FCCM  
Director of Purchasing

## Addendum 1





**ATTACHMENT C**  
**LIQUID PHASE BIOLOGICAL/CHEMICAL FEED LOCATIONS**

<b>Feed Location Name</b>	<b>Location Address</b>	<b>Average Daily Flow (GPD)</b>	<b>Estimated Feed Rates (GPD)</b>
Airport Pump Station	Tampa International Airport - George J. Bean Pkwy	860,000	76
Averill Ave Pump Station	2805 Averill Ave. (at Bayshore)	500,000	76
Ballast Point Pump Station	3606 Ballast Point Blvd.	180,000	27
Barcelona Mini Storage	3001 W Barcelona St.	200,000	125
Dazzo Pump Station	4614 Dazzo Ave.	180,000	44
Laurel Pump Station	3317 S Westshore Blvd.	320,000	36
Lincoln Pump Station	5102 N. Lincoln Ave.	280,000	83
Lois Pump Station	5509 S Lois Ave.	115,000	30
O'Brien Pump Station	1102 N. O'Brien St.	460,000	275
Osborne Pump Station	4717 Thatcher Ave.	620,000	83
Prescott Pump Station	4806 Prescott St.	360,000	50
Rocky Point Pump Station	7690 Courtney Campbell Causeway	70,000	126
Sheridan Pump Station	6303 Sheridan Rd.	250,000	21
Westshore Plaza Pump Station	253 Westshore Blvd.	650,000	76
Branch Pump Station	7901 Branch Ave.	720,000	25
109th Ave Pump Station	10902 Marjory Ave.	320,000	217
Burke Pump Station	2936 Burke St.	300,000	122
Clearview Ave Pump Station	3620 W Hamilton Ave.	100,000	85
Hanna Pump Station	1501 W Hanna Ave.	4,300,000	94
Louisiana Pump Station	8612 N Dale Mabry Hwy.	10,000,000	200
Whisper Lake Pump Station	8612 N Dale Mabry Hwy.	180,000	87
Paddock View Pump Station	19304 Paddock View Dr.	60,000	30
Pictorial Park Pump Station	10911 Pictorial Park Dr.	60,000	30
Kinnan Pump Station	18225 Kinnan Street.	600,000	445
Coffey Pump Station	8299 Coffey Dr.	100,800	140
West Meadows Pump Station	8698 New Tampa Blvd.	144,000	98
Hunters Green 3 Pump Station	9298 Highland Oaks Dr. (Hunter's Green G)	50,000	24
Hunters Green 1 Pump Station	8802 Hunter's Green Dr. (Hunters Green A)	310,000	150
Buckingham Pump Station	6911 Tampa Palms Blvd.	50,000	21
Wareham Pump Station	7201 Wareham Dr. (Tampa Palms 2B)	50,000	15
Riveredge Pump Station	14180 Riveredge Dr. (Hidden River 1)	1,500,000	185

Feed Location Name	Location Address	Average Daily Flow (GPD)	Estimated Feed Rates (GPD)
Sierra Palms	16602 W. Tampa Palms Blvd. (9E)	216,000	89
Dawson Ridge Pump Station	15839 Dawson Ridge Dr. (Tampa Palms 7C)	100,000	15
Armenia Pump Station	13503 Armenia Ave.	187,200	18
Lake Ellen Pump Station	12702 Sebring Blvd.	72,000	11
University Pump Station	1105 E 131st Ave.	12,000,000	440
37th St Pump Station	8424 N 37th St.	900,000	131
18th St Pump Station	9707 N 18th St.	1,800,000	100
Sulphur Springs Pump Station	7902 N 13th St.	14,700,000	902
43rd St Pump Station	6524 N 43rd St.	5,300,000	391
Lakeshore Pump Station	7008 Lakeshore Dr.	120,000	38



# CITY OF TAMPA

Bob Buckhorn, Mayor

Purchasing Department

Gregory K. Spearman, CPPO, FCCM  
Purchasing Director

## ALL FIRMS ON BID LIST

REF: City of Tampa RFP, dated OCTOBER 10, 2017  
RFP for Furnishing: 52111317  
ODOR AND CORROSION CONTROL SERVICES  
To Be Opened: NOVEMBER 13, 2017 @ 3:00 PM  
SUBJECT: **ADDENDUM NO. 2** NOVEMBER 9, 2017

The bid opening date and time is changed to **NOVEMBER 16, 2017 AT 2:00 PM.**

The following questions have been asked and the answers are provided below:

Q. Pg. 7, Section 4.1 currently reads *"Nitrate products shall be Bioxide, Bioxide Plus 71, or equal."* We suggest instead: *"Nitrate products shall be Bioxide, Bioxide Plus 71, or any other proposed product that can reduce/prevent dissolved sulfides, and/or the formation of hydrogen sulfide gas."* This will include other contractors into the RFP.

A. The odor control products shall meet the requirements specified in the RFP documents.

Q. Pg. 5, Section 2.1 we recommend that this requirement be altered. We will offer a natural alternative to the city's current chemical based application. Therefore, we are asking that the restrictive limits of 5 years' manufacturing and servicing experience or 5 current odor control contracts not apply unless a chemical treatment method is proposed, or it could apply if the proposer is covered by the manufacturers experience or if other experienced companies are subcontracted by successful proposer.

A. The proposer's qualifications shall meet the requirements specified in the RFP documents.

Q. Pg. 8, Section 4.2 currently reads *"Vapor Phase Treatment shall be used to solve point source odor problems at specified locations by pulling odorous gases from pumping stations or the collection system and treating these gases using biofiltration odor control systems."* We suggest instead: *"Vapor Phase Treatment shall be used to solve point source odor problems at specified locations by pulling odorous gases from pumping stations or the collection system and treating these gases using biofiltration odor control systems, or any other vapor phase approach that meets or exceeds the current equipment standards."* This will include other contractors into the RFP.

A. Vapor phase treatment shall meet the requirements specified in the RFP documents.

Q. Because other acceptable alternatives will be used in lieu of Bioxide. Please confirm that the language in relation to Bioxide is only for that type of application and does apply if described throughout the RFP i.e. 4.1 and other places.

A. The odor control products shall meet the requirements specified in the RFP documents.

Q. In Section 8.15.2 Liquid phase Treatment: The quantity and unit cost of our alternative product will be different than the quantity and unit cost of Bioxide. How do you want us to show that on Attachment E?

A. Proposals shall meet the requirements specified in the RFP documents.

Q. In Section 8.15.3 Vapor phase Treatment: Does the current contractor, or other own the vapor phase equipment located at 1201 North 39<sup>th</sup> St.?

A. The Successful Proposer shall supply, install, and maintain all vapor phase equipment required for each location.

Q. If not, can we assume that this equipment will stay in place and will continue to be the responsibility of and operated by the current owner or are we to operate it.

A. The Successful Proposer shall supply, install, and maintain all vapor phase equipment required for each location.

Q. If not, who is leasing the equipment now, the current contractor, or other?

A. The Successful Proposer shall supply, install, and maintain all vapor phase equipment required for each location.

Q. Are we able to assume the lease for each site?

A. The Successful Proposer shall supply, install, and maintain all vapor phase equipment required for each location.

Q. What is the lease amount for each site?

A. The current monthly rental cost for each vapor phase site is as follows:

Kinnan Pumping Station - \$4,250  
East Tampa Pump Station - \$11,500  
Perry Pumping Station - \$3,275  
Fleet Maintenance - \$2,240

Q. When does the lease expire for each site?

A. There is no term lease for this equipment.

Q. Are we able to subcontract with an equipment provider?

A. The Successful proposer shall supply, install, and maintain all vapor phase equipment required for each location.

Q. Pg. 5, Section 1 currently states *"The Successful Proposer shall maintain an experienced and competent engineering staff with at least two professional engineers that are full time employees."* We suggest "The Successful Proposer shall maintain an experienced and competent engineering staff that are full time employees, as necessary." This will remove a burden of requiring more staff than needed for companies that have equal method of treatment that does not require such an extensive engineering staff.

A. The Successful Proposer shall meet the staffing requirements specified in the RFP.

Q. What is the annual dollar amount of the current contract?

A. The City does not have a current contract that is equivalent to this RFP.

Q. What is the current annual amount for vapor phase?

A. The City's current annual budget for vapor phase treatment is \$2,100,000. Please note that this RFP includes additional chemical feed locations that are not included in the current program.

Q. Do all manholes and lift stations used for monitoring and feeding chemicals ultimately go to at least one of the 4 master lift stations being treated for vapor phase?

A. See attached revised Chemical Feed and Monitoring locations map.

Q. If so what is the ADF (average daily flow) through each of the 4 master lift stations?

A. See attached revised Chemical Feed and Monitoring locations map.

Q. If not please explain the flow design of the manholes or lift stations that are listed.

A. See attached revised Chemical Feed and Monitoring locations map.

Q. The scope of work does not identify which manholes being treated and monitored go to which lift station. Please provide a GIS map showing which manholes flow to which lift stations and which lift stations flow to other lift stations. Then describe which are fed, which are monitored, and which have vapor phase.

A. See attached revised Chemical Feed and Monitoring locations map.

Q. Attachment D states the average inlet H2S concentrations at each location. Are you saying these are the concentrations before passing through the vapor phase treatment? If not explain.

A. Yes

Q. We would like to request a site visit.

A. The City cannot grant a site visit at this time.

**Please Note: The City will not be accepting any additional questions regarding this Request for Proposal.**

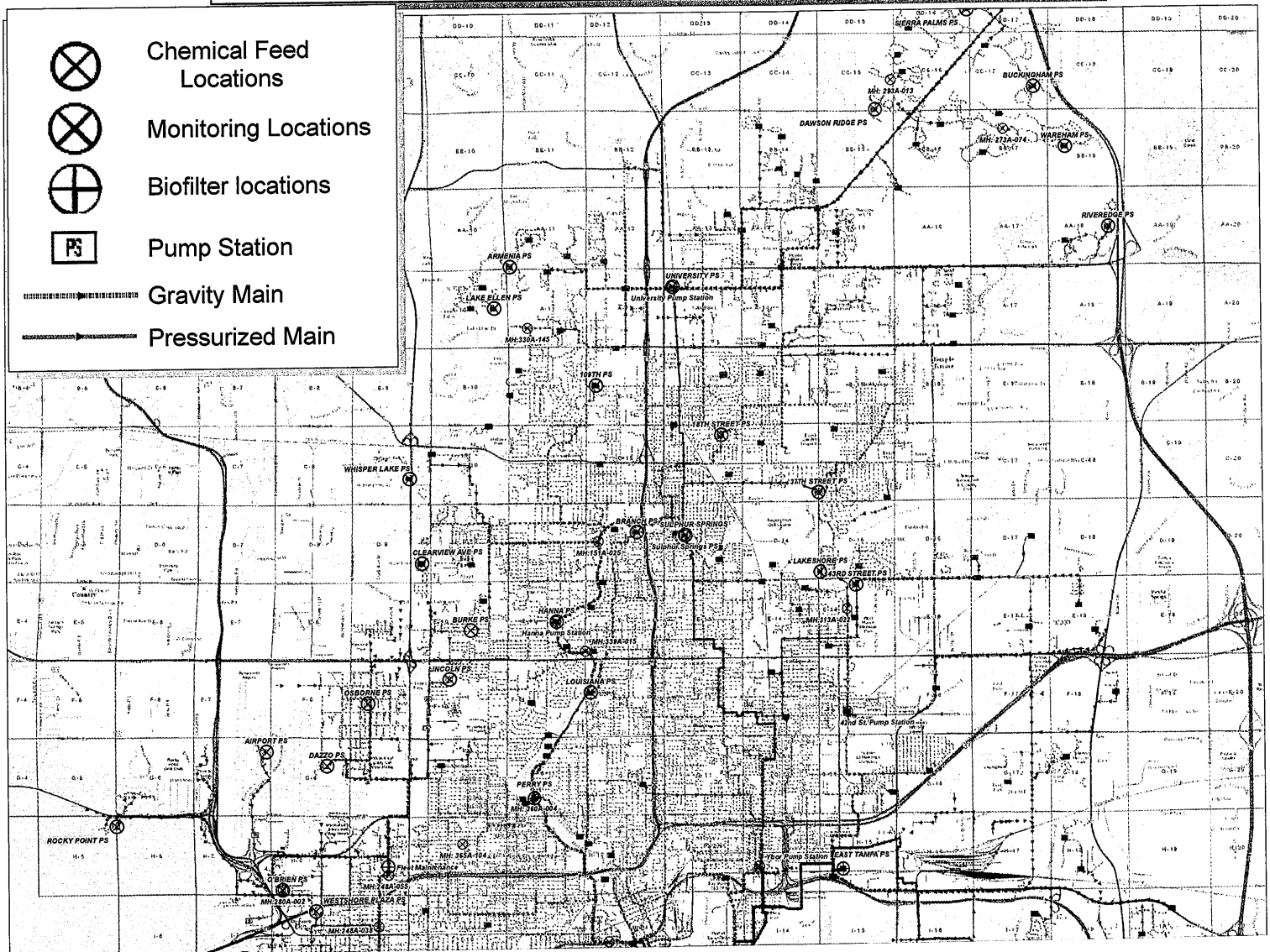
Acknowledgement of the Addendum is required if a proposal is being submitted. Refer to the RFP package under Section II. General Conditions, Section 3. Contents of Proposals, Subsection 3.2, Tab 1. Addenda.

Sincerely,



Gregory K. Spearman, CPPO, FCCM  
Director of Purchasing

## CHEMICAL FEED AND MONITORING LOCATIONS





## TAB 10. COMPENSATION

Evoqua Water Technologies LLC's cost response to this RFP is all inclusive. When a per gallon charge is quoted is delivered, inclusive of taxes, fees and fuel surcharges. When a per month charge is quoted, is for a full month, billed on the first day of the month, and inclusive of taxes and fees.

The feed systems will be provided in the per gallon charge. No mobilization charge shall apply.

The monthly fees for the four (4) vapor phase units do not have any setup fees and will be billed as quoted monthly. Only if the City of Tampa elect to utilize additional units a mobilization/demobilization and minimum term apply, see attached table "VPOC" for details.

Evoqua is not charging/quoting a General Requirements figure, as stated above on liquid phase installations all of the fees are included in the per gallon charge.

Evoqua is quoting the following liquid phase products:

Bioxide® at \$2.35 per gallon delivered.

Bioxide® Plus 71 at \$3.48 per gallon delivered. (See Tab 4, Section 8.6 for details on this product)

Evoqua is quoting the following monthly vapor phase rentals for the existing biofiltration units at:

Site	Cost per Month
Kinnan Pumping Station	\$4,505.00
East Tampa Pumping Station	\$12,190.00
Perry Pumping Station	\$3,471.00
Fleet Pumping Station	\$2,098.00

Should the City require additional vapor phase units the following table and terms shall apply:

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H <sub>2</sub> S CONCENTRATION			
		(ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-500
1	Natural Draft	\$135	\$726	NA	NA
2	0-75	\$681	\$864	NA	NA
3	0-140	\$959	\$1,432	\$1,695	\$2,448
4	0-280	\$1,098	\$1,568	\$2,448	\$3,925
5	0-600	\$1,635	\$2,218	\$3,726	\$4,460