



City of Tampa

**REQUEST FOR PROPOSALS (RFP) FOR
Food & Beverage Services for the Tampa Convention Center (TCC) (Re-Bid)
26-P-00355**

Convention & Tourism

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1. NOTICE

1.1. REQUEST FOR PROPOSALS

Sealed proposals for Food & Beverage Services for the Tampa Convention Center (TCC) (Re-Bid), **RFP # 26-P-00355** will be received by the Director of Purchasing, City of Tampa, until Monday, July 27, 2026; 3:00 pm: then to be opened.

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

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

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

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

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

1.2. MANDATORY PRE-PROPOSAL CONFERENCE

A **MANDATORY PRE-PROPOSAL CONFERENCE** will be held at **10:00 am, Tuesday, July 7, 2026**, at **Tampa Convention Center 333 S. Franklin Street Tampa, FL 33602 Meeting Room 125** to discuss the above referenced subject.

BRING A COPY OF THIS RFP TO THE MEETING.

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

NOTE: Any Proposer who fails to attend a mandatory pre-proposal conference will not be eligible to submit a proposal on the project. All Proposers must be present and signed in prior to the start of the mandatory Pre-Proposal Conference. Anyone not signed in at the commencement of the presentation from the Procurement Contact will be considered late and will not be allowed to submit a proposal on the project.

1.3. MANDATORY SITE VISIT

A **MANDATORY SITE VISIT** shall immediately follow the pre-proposal conference. This shall be the only site visit for Proposers prior to the RFP opening. **PROPOSERS THAT HAVE NOT PERFORMED THE MANDATORY SITE VISIT AT THIS DESIGNATED TIME SHALL NOT BE CONSIDERED.**

1.4. INSTRUCTIONS

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

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

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

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

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

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

2. SCOPE OF SERVICES

2.1. PROPOSER SUBMITTALS

The following must be submitted in the proposal:

1. **Contract Termination for Default.** Has the Proposer's company had a contract terminated for default in the last five years? Termination for default is defined as notice to stop performance which was delivered to the Proposer due to the Proposer's non-performance or poor performance and the issue of performance was either not litigated due to inaction on the part of the Proposer; or litigated and determined that the Proposer was in default. If the company has had a contract terminated for default in this period, submit full details including the other party's name, address, and the phone number. Present the company's position on the matter. City Representative will evaluate the facts and may, at its sole discretion, reject the RFP on the grounds of its past experience.
2. **Contract Litigation/Legal Proceedings.** The Proposer shall identify any pending lawsuits, past litigation relevant to subject matter of this RFP, providing a statement of any litigation or pending lawsuits that have been filed against the Company in the last five years. If an action has been filed, state and describe the litigation or lawsuit filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or lawsuit has been filed against the company, provide a statement to that effect.

2.2. MANAGEMENT

If, during the course of the project, the Successful Proposer makes personnel changes, the City has the right of review, accept, 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.

2.3. 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.

2.4. INTRODUCTION

The City of Tampa ("City") seeks proposals in response to this request from firms qualified and experienced in providing quality management of catering, restaurant and bar operations, and concession services to patrons attending conventions, trade shows, banquets, family entertainment events, sporting events, etc., along with those living and working in the downtown area, to enter into an exclusive relationship with the City to provide those services at the Tampa Convention Center (TCC), located at 333 South Franklin Street, Tampa, Florida 33602.

The scope of work consists of providing professional food and beverage and other limited support services for TCC events using the kitchen(s), concessions, and portable equipment. The work shall include the purchase, preparation, sales/marketing and service of food, alcoholic and non-alcoholic beverages and other related food items for catered and non-catered events at TCC. The work will include the operation of a permanent restaurant, bars, and concession stands, and catering and portable food/beverage services for citywide conventions, entertainment events and banquet functions that serve over 350,000 guests every year.

The Tampa Convention Center will administer the contract on behalf of the City. Tampa Convention Center will have active oversight in the day-to-day operations of the Successful Proposer and final authority to direct planning, budgets and operational issues. The goal is to provide the highest quality of catering and concessions in both product and services and to maximize the financial return to the City.

This section will define the work to be accomplished as well as the tasks to be performed by the Successful Proposer under the terms and conditions of this RFP as well as the responsibilities of the City representative(s).

2.5. BACKGROUND AND STATISTICAL INFORMATION

The mission of the TCC is to have a major economic impact for Tampa and the surrounding region and our vision is to be an industry leading facility that promotes a culture of hospitality, service, and partnership. It is the goal of TCC to secure, enhance, and increase business while providing an environment that will create opportunities for repeat clients of the venue. TCC is seeking a partner for these services that shares and is dedicated to this mission.

TCC is located directly on the waterfront in the heart of Downtown Tampa. TCC offers state-of-the-art services to compete with facilities throughout the nation. The venue covers over two city blocks, featuring 2,000+ feet of waterfront access. TCC has over 600,000 gross square feet with 200,000 square feet of exhibit space, divided into three contiguous halls. The ballrooms combine to create 36,000 square feet with banquet seating of 3,600 or space for 4,100 guests. TCC has 52 meeting rooms that offer over 60,000 square feet of flexible space, along with 22 restrooms. TCC has recently upgraded meeting rooms, ballrooms, restrooms, and all food & beverage cafés and restaurants. A large capital expansion project was completed in 2023 which expanded the meeting and convention spaces by 20,000 square feet.

The Tampa Convention Center has two sets of boat docks with utilities situated on a seawall that borders the Bay and the Hillsborough River. The south set of docks is home to several businesses that offer water-related activities to the public. Adjacent to the waterfront is The Sail Plaza bar and entertainment space that boasts a 360-degree water view including Big Ray's Fish Camp restaurant, restrooms, and a large plaza area completely outfitted for events and concerts.

TCC hosts approximately 300 event days annually. Events held at TCC include banquets, conventions, trade shows, conferences, meetings, corporate functions, sporting events, and consumer shows. Floor diagrams of the TCC and any additional information about TCC can be viewed online at: <http://www.thetampacc.com>. The TCC operates 24 hours a day, 365 days a year. Refer to EXHIBITS B & G.

2.6. DEFINITIONS

The following terms shall have the assigned meanings for this Solicitation:

- "Accounting Period" shall mean one (1) calendar month.
- "Advertising and Promotions Accrual Fund" shall mean the account established and maintained by the Selected Proposer for the marketing efforts for TCC and the City of Tampa destination.

- "Alcoholic Beverages" shall mean all alcoholic drinks, beers and wines, regardless of where they are provided, in what packaging or format, or to whom they are provided.
- "Allowable Expenses" shall mean any and all expenses that can be charged against Gross Receipts under the terms of this Contract.
- "Branded Products" shall mean those food service items which are advertised, marketed and sold as part of a franchise or license agreement between Successful Proposer and a third party franchisor and/or licensor and with respect to which Successful Proposer is required to pay royalty fees and/or shared advertising costs to the franchiser or licensor in consideration of the right to sell such items in the TCC.
- "Capital Investments" shall mean Contractor's required funding of available cash for Equipment, TCC Capital Improvements, uniforms, Smallwares, fixtures, furnishings, finishes and construction affixed to the TCC building(s) or TCC property, by more than an electrical or gas connection as mutually agreed to in writing by the parties herein.
- "Catering Sales" shall mean any pre-arranged food and beverage related functions at an established price per person or per meal, provided to Licensees and their invitees pursuant to the terms and conditions of agreement(s) between the Licensee and the Contractor or between the Licensee and the City of Tampa.
- "Commissions" shall refer to the percentage of gross receipts due to the City for the Foodservice rights granted by the Contract resulting from this Solicitation.
- "Contract" shall mean the resulting agreement between TCC and the successful proposing vendor for the provision of services requested by this Solicitation.
- "Direct Operating Costs" shall mean the actual out-of-pocket costs of the Foodservice operation incurred at the TCC and paid for by Contractor. These costs include the actual expense of the product including corporate rebates, on-site payroll, payroll taxes, fringe benefits and other operating expenses, such as repairs, maintenance, cleaning, credit card fees, office supplies and Accrual Funds. Any fees such as insurance allocated by Contractor's corporate office must be verified to be less cost than if such service or product was procured directly at the TCC. Direct Operating Costs do not include any corporate overhead or corporate administrative expenses, customer refunds due to inferior products and/or services or pre-opening expenses which may be required but not reimbursable from TCC. These exclusions include without limitation: regional, area and corporate supervision and expenses; off-site services such as accounting, payroll, facility planning, auditing, legal, purchasing, personnel and public relations; management recruiting fees; business profit taxes; fidelity bonds; inventory shortages and/or cash shortages; late fees.
- "Equipment Repair Maintenance & Replacement Accrual Fund" shall mean the account established and maintained by the Selected Proposer for the maintenance, repair, and replacement of equipment used by Selected Proposer in the provision of services described by this Solicitation.
- "Food and Beverage" shall mean all products and services related to the preparation, provision, and service of food and drinks to event attendees.
- "Foodservice" shall mean all furniture, point of sale register, and machinery, except Smallwares and Capital Improvements, used for the receiving, storing, transportation, preparation, merchandising, selling and accounting of product. Equipment shall not be affixed to the building except by electrical or gas connections without written permission from the Director.
- "Licensee" shall mean any person or entity that may from time to time enter into any agreement with the City or the Contractor for the use of the TCC for a particular purpose.
- "Net Profit" shall mean for any Accounting Period, the excess, if any, of gross receipts over the sum of applicable and/or pro-rated Direct Operating Costs, Commissions and City-approved amortization.
- "Non-Allowable Expense" shall refer to expenses of Contractor that may not be included in Direct Operating Costs nor deducted from gross receipts in determining Net Profits.
- "Reserve Funds" shall mean both the Advertising and Promotions Accrual Fund and the Equipment Maintenance & Replacement Accrual Fund.

- "Smallwares" shall refer to the service ware, utensils, crockery, glassware, dishware, cutlery and place settings used in the Foodservice operation. Contractor must provide 4000 standard place settings approved by the City. A place setting is comprised of 2 salad forks, 2 dinner forks, 1 dessert fork, 3 teaspoons, 1 soup spoon, two knives, 1 11-1/8" plate with plate cover, 1 9" plate, 1 8-3/8" plate, 2 6-3/8" plates, 1 11" pasta bowl, 1 coffee cup, 2 saucers, 1 bouillon cup.
- "Solicitation" shall mean this Request for Proposals, all publicly posted questions and answers, any issued addenda, and all associated exhibits and attachments for the provision of Foodservices to the City, as solicited on the City's OpenGov procurement portal.
- "Successful Proposer" shall mean the vendor selected, through competitive process and evaluation, by TCC and the City for the provision of services described by this Solicitation.
- "TCC" shall mean Tampa Convention Center

Definitions shall apply to both singular and plural forms of usage.

2.7. GOALS AND OBJECTIVES

The City intends to award a contract to a Successful Proposer to be the exclusive provider of the Food and Beverage Services described herein and responsible for managing and operating all food and beverage services within the Tampa Convention Center, a 600,000 sq. ft. facility located in Tampa, Florida.

The services shall include:

1. Catering for events, exhibitions, conferences
2. Concession stands and permanent food court operations
3. Alcohol service in accordance with applicable laws and permits
4. Vending and mobile food units as needed
5. TCC restaurants and bars

The Successful Proposer shall provide subject matter guidance to The Tampa Convention Center for overall design and location placement, (as it relates to compatibility of the TCC infrastructure). The Successful Proposer shall utilize the existing front of house locations, back-of-house storage areas, and current inventories on all assets owned by TCC related to food and beverage. The Successful Proposer may be requested to bring in their own equipment to supplement the needs of a given show/event and propose new locations for selling/advertising. The Successful Proposer shall provide to TCC a percentage share of revenue, based on gross sales of all food and beverage revenue in accordance with the Contract.

TCC is an award-winning venue with a reputation for unsurpassed quality. It is the intent of the City of Tampa to maintain this status with consideration given to food quality, and the overall guest experience. All work is to be performed in a well-planned, thorough, and professional manner by utilizing accepted industry methods in strict compliance with all local and state codes, ordinances, laws, and policies. The City desires the resulting contracts to this Request for Proposal to be in the spirit of a common set of goals and objectives in a partnership setting with the successful proposer.

2.8. EXCLUSIONS

1. The Contract will be for the rights to provide food services for all areas located within TCC and the exterior to include The Sail Plaza excluding:
 - A. Back of house areas such as the locker rooms, break rooms, etc.
 - B. City of Tampa functions, including TCC
 - C. Restaurant and Food Shows are exempt from these exclusive rights, as allowed by law
2. Unique catering requirements of the TCC's Licensees, such as Kosher, Indian and other ethnic foods, not regularly prepared by the Successful Proposer, may be excluded from these rights, if so, directed by the TCC. In addition, events for which the

TCC is not the promoter and for which the promoter or Licensee may have unique food and beverage or sponsor requirements, may also be excluded at the TCC's discretion.

3. If TCC does request any food service for their in-house or marketing activities, the Successful Proposer will provide those services at their direct cost for service labor and product without any salaried labor costs or overhead charges. Such charges are excluded from Gross Receipts.
4. In the event that the TCC shall seek to bring any special events to the facility, including without limitation, Olympics, National Political Conventions, Super Bowl related events or other similar events, the TCC shall have the right to exclude certain foodservice rights of the Successful Proposer, and the Successful Proposer acknowledges that TCC may make such modifications to the agreement that are required for TCC to obtain any such event.

2.9. FINANCIAL TERMS

The following items are nonnegotiable requirements for the project:

- A. The agreement between the Convention Center and the Successful Proposer shall be structured as a fixed management fee arrangement with an annual incentive fee component tied to defined performance criteria not to exceed a total of 6% of gross revenue.
- B. Successful Proposer shall submit a fixed management fee proposal for each of the five (5) contract years. Supporting narratives and spreadsheets may also be included. For evaluation purposes, Successful Proposer shall assume first-year revenue of Twenty Million Dollars (\$20,000,000) with annual revenue growth of five percent (5%) thereafter. The proposed fee structure shall be reflected in the required Profit and Loss Statements.
- C. The fixed management fee shall be paid monthly for the preceding month. Successful Proposers may also propose an annual incentive fee structure, payable following completion of the successful Proposer's annual financial audit. Incentive fee proposals should include:
 - i. A proposed percentage participation in operating profit or profit margin;
 - ii. Any profit margin thresholds affecting the allocation between the Convention Center and Contractor;
 - iii. Any cap or maximum incentive fee; and
 - iv. Additional measurable performance metrics such as customer satisfaction, sustainability, community engagement, operational performance, etc.

Successful Proposers shall clearly explain all assumptions and methodologies used in developing their fee proposals.

Reserve Accounts

- A. The Successful Proposer shall establish and participate in two (2) Reserve Funds and funded annually based on Annual Gross Sales. The Equipment Repair, Maintenance & Replacement Accrual Fund shall be funded at no less than three and one-half percent (3.5%) of Annual Gross Sales and used for costs related to smallwares, equipment replacement, repair and maintenance, foodservice-related activities, and structural modifications or capital purchases deemed necessary by the TCC in consultation with the Successful Proposer. The Advertising and Promotions Accrual Fund shall be funded at no less than one and one-half percent (1.5%) of Annual Gross Sales and used to support food and beverage advertising, marketing, and promotional initiatives.
- B. All Reserve Fund accounts shall be maintained in interest-bearing accounts owned by the TCC, with all purchases and expenditures remaining the property of or subject to approval by the TCC. No disbursements may be made without the co-signature or approval of the TCC Executive Director. Unused funds and accrued interest shall carry forward annually and remain the property of the TCC upon expiration or termination of the agreement.
- C. The Successful Proposer shall provide the City with monthly account balance statements and shall maintain all related books and records for audit purposes. The City reserves the right to perform audits of the Reserve Funds and related records annually, or more frequently at its sole discretion. The City reserves the right to withdraw funds from any Reserve

Fund to satisfy the obligations for which the account is maintained and to transfer funds between Reserve Funds as necessary to fulfill the intended purposes of any required Reserve Fund.

- D. The TCC and the Successful Proposer shall review Reserve Fund contribution percentages annually and may mutually agree to adjust the funding levels as appropriate.
- E. On an annual basis, the Successful Proposer shall provide a proposed Reserve Fund budget for the following fiscal year which includes a projection of total expected contributions and planned expenditures with descriptions of use. The budget will also include a three-year plan focused on major costs related to equipment replacement and improvements. Any monies left over at the end of each fiscal year will be rolled into the next year. The Successful Proposer may, with written permission from the TCC, authorize disbursements from the Reserve Funds for approved expenses.

Corporate Allocations and Rebates

- i. Successful Proposer shall identify any corporate overhead expenses or allocations charged to the Tampa Convention Center operation, including employee benefits, insurance, technology, administrative support, purchasing programs, accounting services, or similar shared services. Allocations should be detailed in dollar amounts or percentages, along with a description of the related services provided.
- ii. Successful Proposer shall also explain how rebates, purchase credits, volume allowances, or similar vendor incentives are incorporated into their proposals, including whether such credits will be shared with the Tampa Convention Center or reflected through reduced management fees.

Capital Investment Proposal

- A. The Tampa Convention Center is asking for a minimum capital contribution of \$5,000,000 from the Successful Proposer; however, Successful Proposers are encouraged to propose investments that improve operations, service levels, guest experience, efficiency, or revenue generation. Any proposed investments shall become the property of the Tampa Convention Center.
- B. Ownership of Improvements - All fixed capital improvements made under Contract shall become the sole property of the Tampa Convention Center upon installation.
- C. The Proposer will indicate, in the Capital Investment portion of their submittals, the investment that the Proposer will make in the food services over and above the current level of equipment which will remain on-site for the Successful Proposer's use. A listing of all such Existing Equipment is provided in Exhibit C and D.
- D. Other Capital Investment(s) shall be applied to, but not limited to, the following areas:
 - i. Build-out or rebranding of retail dining outlets within the interior and/or exterior of the campus, to match market trends and guest expectations. TCC is not committed to any current retail restaurant/concession stand concepts or license agreements throughout the campus. Creation of a high-end tasting room to host private events and VIP experiences, complete with custom interior design, premium culinary equipment, and small-format service infrastructure.
 - ii. Guest experience enhancements such as display kitchens, chef's counters, or experiential tasting activations.
 - iii. Renovation and modernization of concession stands, catering prep areas, and kitchen infrastructure.
 - iv. Purchase of commercial-grade culinary and service equipment, including energy-efficient appliances.
 - v. POS system: Upgrade existing cash registers to provide for an integrated POS system to all permanent and portable sales locations including Banquet Bars. Systems to also include contactless payment options, mobile ordering, and real-time inventory control integration and tracking.
 - vi. Continued guest experience enhancements, such as new interior and exterior concession/lobby furniture, designed for durability, aesthetic quality, and public usability.
 - vii. Upgrading place settings to 4,500 settings. (4,000 standard settings and 500 premium settings)

- viii. Transportation Vehicles, pallet jacks, forklifts, and scissor lifts for commissary, kitchen and warehouse.
 - ix. New uniforms for all employees.
 - x. New or refurbished portables.
 - xi. Improvement of the TCC kitchen delivery area to improve efficiency, such as overhead rolling doors.
- E. Successful Proposers are encouraged to provide estimated costs, timelines, and anticipated operational benefits for any proposed investments. Capital Investment Plan & Approval - Within 30 days of Contract execution, Successful Proposer shall submit a detailed Capital Investment Plan to the TCC Executive Director for review and approval. This plan shall include:
- i. All planning and permitting. No expenditure on capital funds shall proceed without TCC Executive Director's written approval. Successful Proposer shall work in close coordination with the City of Tampa, as applicable, on any structural or mechanical improvements requiring permitting or inspection.
 - ii. Itemized list of proposed improvements and purchases
 - iii. Estimated costs and timelines
 - iv. Design renderings or layouts for any physical modifications
 - v. Equipment specifications and sustainability features
 - vi. Intended impact on service quality, revenue generation, and guest satisfaction
 - vii. All physical installations (e.g. furniture, trash/recycling systems, tasting room, upgrades to current infrastructure, new construction and/or renovation) must be complete and operational no later than 6 months from Contract execution.
 - viii. Monthly progress reports and milestone updates shall be provided to the TCC Executive Director throughout the planning and installation period
- F. Successful Proposer will provide all working inventory necessary to effectively manage the food services. Successful Proposer shall submit detailed plans of such Capital Investments to the City for approval at least thirty (30) days (or such a less period acceptable to the City) prior to making any expenditure. Successful Proposer shall be responsible for all required permitting, licensing and compliance with all applicable federal, state and local statutes, rules, regulations, and codes associated with said Capital
- G. Investments. Capital Investments shall be mutually agreed upon by Successful Proposer and City.
- H. The Successful Proposer will be responsible for confirming that inventory is onsite when they transition the account and will have thirty days to make the TCC aware of any variances. Funding of required improvements and variances will be borne by Successful Proposer.
- I. Successful Proposer must return all City and Successful Proposer owned Equipment and Smallwares in good condition, normal wear and tear excepted.
- J. Successful Proposer will prepare a Commission and profit and loss statement, in a format directed by the City, for each Accounting Period and shall submit same with a check for the profit share to the City no later than fifteen (15) days following the close of the preceding Accounting Period. In any Accounting Period in which there are no Net Profits, the Successful Proposer shall accrue such loss until the next Accounting Period to cover those losses. The Successful Proposer will prepare an annual reconciliation of all losses or profits with the statement and Net Profit payment for the last Accounting Period of each Contract year. In any Contract year that has no Net Profits, Successful Proposer will absorb all such losses. The City shall have no financial responsibility for net losses. Successful Proposer shall also submit a Commission/Net Profit by Event Report that shows commissions/Net Profits by Event using a combination of direct and pro-rated methods as agreed by the City no later than fifteen (15) days following the close of the preceding Accounting Period.

2.10. SUCCESSFUL PROPOSER RESPONSIBILITIES

1. The Successful Proposer shall provide the highest quality, top-tier service to the TCC's clients, patrons and staff, on a consistent basis, and shall continuously strive to meet and exceed the expectations of the TCC's clients and patrons, without limitation, the exclusive rights to all food and beverage services, all catering and banquet services, operation of all mobile and fixed concession stands, retail locations and off-site catering. Successful Proposer agrees that throughout the term of its Contract to adhere to the duties, responsibilities and standards, including without limitation, those addressing personnel and staffing, products and prices, maintenance, and accounting. Regarding the number of clients served, at various times of day and night, and in places about TCC's premises or off premises, such service shall be provided in accordance with the needs of clients. Failure to provide any food and beverage service in accordance with Contract shall be a material breach of Contract, such that the Successful Proposer shall, subject to reasonable notice provided, be deemed in default.
 - A. Generally. Successful Proposer will exclusively operate the food and beverage services at a level consistent with the highest-class convention centers in North America and during all events held at the Tampa Convention Center provide banquet services at a level consistent with banquet services provided by Marriott, Omni, and Loews hotels. The food and beverage services will be provided during hours as may be reasonably requested with appropriate notice by the TCC's highest ranking officer (referred to herein as the "Executive Director") to adequately meet the demands of its customers.
 - B. Concessions. Successful Proposer will provide and sell to individual customers food, beverages, and merchandise from permanent or portable stands, carts and kiosks for events as requested or required by the TCC. Successful Proposer will post and display all menu items and prices at all permanent and portable stands for food, beverages, and merchandise offered for sale at those locations. All signs and menus must be consistent with the graphics of the Tampa Convention Center and must be approved by the TCC Executive Director.
 - C. Catered Events. Successful Proposer will provide all food and beverage services servicing tables, bars, linens, skirting, place settings and appropriate room and table décor on a timely basis for all catered events, but Successful Proposer is not responsible for set-up, servicing or teardown of banquet tables, registration tables, gift tables, or other tables not used for food and beverage service. Successful Proposer will remove the serving tables, bars, linens, skirting, place settings and room and table décor immediately following the concluding of each catered event. The catering menus will be used exclusively for TCC. At the termination of Contract, Successful Proposer will assign to the TCC, all catering contracts and catering deposits for catered events scheduled to occur after the effective date of termination.
 - D. Special Services. In addition to the specified food and beverage services, the Successful Proposer shall provide specialized services associated with certain convention/trade show activities. These specialized services shall include, but not be limited to:
 - i. Various snack-type and catered meals in the areas utilized by clients, similar to the room service normally associated with hotels, including, but not limited to, the following services
 - ii. Plated and buffet-style meals.
 - iii. Coffee/snack service at stations located within a show office or in meeting room areas (normally sold in quantity amounts, i.e. per gallon, per each, per dozen. etc.).
 - iv. Constant and frequent attention to ensure food and beverage items are kept fresh and in adequate supply.
 - E. Conventions, Conferences, and Trade Shows. Except as provided for herein, Successful Proposer will provide food and beverage services for all conventions, conferences, trade shows and other events held at the Tampa Convention Center. Successful Proposer will set and drape service and buffet tables, provide all decor for all refreshment breaks and coffee services for all food and beverage services for all conventions, conferences, and trade shows as is consistent with the service expectations set forth herein.
 - F. In-House Events. Successful Proposer will provide food and beverage services requested by the TCC Executive Director as part of TCC's in-house, non-revenue generating events.

- G. Exhibitor Services. During events in which areas are utilized for exhibitor product display purposes, the Successful Proposer shall provide services to clients or their exhibitors for purposes of entertaining patrons, or for their personal consumption. Exhibitor services shall include, but not be limited to, the following: Storage and/or refrigeration and delivery of exhibitor products; Preparation (i.e., cooking assembly, etc.) of exhibitor products.
 - H. Personnel Service. The Successful Proposer occasionally shall provide personnel for special purposes or other activities to promote the TCC, local tourism industry, and/or food and beverage operation to potential clients, and to carry out other functions consistent with the TCC's mission in the community and convention industry in addition to the normal personnel provided by the Successful Proposer.
 - I. Not-for-Profit Services. All Not-for-Profit Services shall be operated and billed at cost such that neither the Successful Proposer nor the TCC shall charge any fees or commissions for these services. In the case where a standard approved retail price has not been established, the Successful Proposer shall charge only for the goods and services directly related to the function including cost of food, direct labor to produce and serve the food and beverages, and cost of supplies. The Successful Proposer and the TCC will meet annually to establish "at cost" charges for the forthcoming fiscal year.
 - J. Designated Staff Break Areas. The Successful Proposer shall provide all reasonably necessary services to provide potential food and beverage services to the Executive Suite, and to the staff of TCC, Successful Proposer and sub-contractors of the City or the Successful Proposer in the designated staff meal areas. Deviations from the normal business hours for the staff meal areas shall be approved by the TCC Executive Director. There is no cafeteria in the Center.
 - K. Supplemental Services. The Successful Proposer shall provide, at the TCC Executive Director's request, specialized or modified food and beverage operations to satisfy the reasonable request of any client.
2. Successful Proposer shall not permit any waste, injury, or damage upon or to TCC or its Equipment and appurtenances. At the expiration of the Contract, Successful Proposer shall leave the TCC and its Equipment, uniforms, Smallwares, furnishings, decor and appurtenances, and deliver same to City, in at least the same condition as that which they were at the commencement of the Contract, less normal wear and tear. Any additions to furnishings, Smallwares, uniforms, Equipment purchases, and Leasehold Improvements made by Successful Proposer during the term of this Contract will become the property of the City. Copies of all invoices will be provided to the City at the time of purchase to be added to the inventory. Any Equipment to be disposed of due to wear and tear will be first approved in writing by the City and the inventory so adjusted.
 3. Successful Proposer and/or its employees shall not erect, maintain or keep at the TCC, any structure or Equipment of any kind, except with the written consent of the City. The Successful Proposer shall not make any alterations in, or additions to, nor post any signs upon any part of the premises or permit signs to be posted for advertising of services of any nature on the premises or on the Successful Proposers person, employees, or Equipment without prior written permission of the City.
 4. The City will provide the Smallwares, kitchen preparation and service Equipment listed in Exhibits C and D. Successful Proposer and the Executive Director shall conduct an inventory of such Smallwares and Equipment upon execution of Contract. All such Equipment and furnishings shall remain the property of City and must not be loaned or removed from TCC without written permission from the City. No modifications or alterations may be made to this Equipment and furnishings without the express written approval of the City. Title to all property furnished by the City shall remain with the City.
 5. All Equipment, furnishings and fixtures, including Equipment and Leasehold Improvements once permanently attached to the TCC, all mobile Equipment furnishings and fixtures, all china, glassware, cutlery and utensils of whatever kind and source, as well as all office Equipment and furnishings provided or installed by or under the direction of Successful Proposer, shall be and remain the property of the City.
 6. Smallwares Replacement – On January 1 and June 1 of each Contract year, or more frequently if needed, Successful Proposer is responsible for replacing damaged, lost, and missing Smallwares as required to maintain the original inventory levels. Actual replacement expenses of up to 0.75 percent of Gross Receipts are considered a Direct Operating Cost and Successful Proposer will be solely responsible for replacements over 0.75 percent of Gross Receipts as a Non-Allowable Expense.
 7. The Successful Proposer shall not remove any article, piece of Equipment or other property furnished to the TCC without the express written permission of the City.

8. At the expiration or early termination of Contract, Successful Proposer shall return all Equipment and Smallwares in good condition, normal wear and tear excepted. Successful Proposer and TCC Executive Director shall jointly conduct a closing inventory, documenting any damaged and/or missing Equipment and Smallwares. Successful Proposer shall be responsible for any damaged and/or missing Equipment and Smallwares and the cost thereof is a Non-Allowable Expense.
9. At the termination of this Contract, for any reason, Successful Proposer shall transfer its Alcoholic beverage Licenses, if allowed by law, at no cost, to the succeeding Successful Proposer or to the City.
10. At the commencement of Contract and on every July 1 of the Contract, Successful Proposer along with the TCC Executive Director shall conduct an annual food and beverage Equipment inventory, documenting any damaged and/or missing Equipment. Successful Proposer shall identify any Equipment that has met the end of its useful life and request written approval from the City to scrap such Equipment.
11. Successful Proposer shall be responsible for any loss or damage to property of the City which results from the acts or omissions of Successful Proposer, including, without limitation, failure on the part of Successful Proposer to maintain and administer that property in accordance with sound management. All costs associated with this paragraph are considered Non-Allowable Expenses.
12. Successful Proposer shall post and display all menu items and prices for all permanent and portable stands. All signs must be consistent with the graphics of TCC and must be approved by the City. Hand written and paper signs are not permitted. All signage must be waterproof and properly framed.
13. The current designated spaces pertinent to Successful Proposer's operation are as follows:
 - A. Main Kitchen and Dish Room
 - B. Food Service Administrative Offices
 - C. Smallwares Storeroom
 - D. Cash Handling Room
 - E. Beverage Stockroom
 - F. Concession Stands, Cafes and/or Bars
 - G. The Sail, on the exterior campus
 - H. Restaurant Space, on the exterior (currently Big Ray's Fish Camp)
14. The Successful Proposer, with the TCC's coordination and assistance, shall introduce the product and take the lead in explaining and offering advertising options during site visits prior to providing final services.
15. The Successful Proposer shall initiate and maintain contact with clients and prospective clients, whether independent of, or in conjunction with TCC staff.
16. The Successful Proposer shall submit proposed menu pricing for both show and exhibitor orders. The TCC Executive Director will have the final approval for menu rates proposed to a given show and exhibitor client.
17. The Successful Proposer shall be responsible for sales and marketing of the Food and Beverage services to show clients, exhibitors, and sponsors.
18. The Successful Proposer shall prepare all necessary sales collateral in support of show client sales.
19. The Successful Proposer shall meet with the TCC Contracts and Development Manager and the TCC Sales Manager on a monthly basis, at minimum, to review sales efforts and to prepare strategies for future sales efforts.
20. The Successful Proposer shall meet with the TCC Executive Director on a quarterly basis, at minimum, to review sales efforts and to prepare strategies for future sales efforts.

21. The Successful Proposer shall work continually with TCC Sales Manager to provide a Marketing Plan, as described herein, and update it on an annual basis as requested by TCC Executive Staff.
22. The Successful Proposer's Catering Sales representative shall be available to accompany TCC sales staff or Visit Tampa Bay upon request. The Successful Proposer shall be responsible for their own travel and associated costs for these trips.
23. The Successful Proposer shall work with the current TCC in-house preferred internet provider to establish standards and specifications for POS systems. The TCC in-house preferred internet provider may change via separate solicitation during the life of this Contract.
24. The Successful Proposer shall be responsible for product delivery.
25. The Successful Proposer, upon termination of the Contract, shall provide the TCC a mutually acceptable spreadsheet depicting all client, exhibitor, and national, regional and local client's orders taken in advance of Contract termination date that are to be performed after Contract termination date. The Successful Proposer shall transfer any advanced deposits along with appropriate documentation for services to be performed after Contract termination to TCC no later than the Contract termination date. For the expiration of Contract, the Successful Proposer shall provide the above-referenced services spreadsheet to the TCC ninety (90) days prior to, and again at time of final expiration date of Contract.
26. All modifications to operations and services provided by the Successful Proposer shall be subject to prior written approval by the TCC Executive Director and/or the TCC Contracts and Development Manager, including but not limited to any maintenance and repair projects involving major skilled trade work.
27. Successful Proposer must include a detailed site plan within their submissions of proposed front of house operations and back of house operations including all storerooms.
28. Unless otherwise mutually agreed to by the parties, the Successful Proposer shall (i) secure legally enforceable agreements with clients for the provision of, and payment for food and beverage services provided under this Successful Proposer (including assignments) of existing agreements made with the prior food and beverage Successful Proposer), and (ii) administration and enforcement of such agreements. The Successful Proposer and City shall make reasonable, good-faith efforts to protect one another's interests in securing, administering and enforcing agreements with Clients for food and beverage services and for use of TCC's premises, respectively. The costs of performing the services in this Section including but not limited to, the costs of running reasonably necessary credit checks on clients and reasonable collection expenses, shall be treated as an Allowable Expense.
29. The Successful Proposer agrees that for the purposes of managing, investing and spending funds in the contract account, the Successful Proposer is a fiduciary to the TCC, with all the duties and obligations to the TCC commensurate with such a relationship, including, but not limited to:
 - A. The duty to manage, invest and expend such funds, in accordance with the provisions of Contract, prudently, and in a manner producing the highest available income to the City consistent with an appropriate level of opportunities and risk, and with the highest degree of quality and care
 - B. The duty to take all reasonable and practical steps to secure purchase and/or payment discounts from vendors or suppliers, all of which shall accrue to the contract account and reduce their respective allowable expenses; accordingly, and
 - C. The duty to manage and budget all allowable expenses incurred during the course of the operation so as to achieve the highest possible economic efficiency.

2.11. TCC RESPONSIBILITIES

1. The TCC will collaborate with the Successful Proposer to handle repair, replacement, maintenance, and/or operation of foodservice areas.
2. All advertising shall be approved by the TCC Executive Director or his designee prior to advertising going to market or being displayed at the facility.

3. After the award or at the post award meeting City Representative's for TCC contact information will be provided to the Successful Proposer.
4. The TCC will give Successful Proposer advance notice of the nature of scheduled events and such information as is available regarding the probable attendance at each event. The TCC will make reasonable efforts to notify the Successful Proposer of cancellation of previously scheduled events to which due notice has been given to the TCC. The TCC will incur no liability for failure to deliver notice of cancellation. The Successful Proposer shall be held accountable to furnish full and adequate service for the full period of time required for any event of which the Successful Proposer has had notice.

2.12. SHARED RESPONSIBILITIES

1. The TCC and Successful Proposer will work together to monitor food service performance.
2. The TCC and the Successful Proposer will work together with clients who experienced service challenges, interruptions, or outages due to equipment failure. Should refunds be applicable both parties shall mutually agree on a case-by-case basis.
3. Quantities, portions, quality and prices of food and beverages shall be mutually agreed upon by the parties. The parties shall mutually agree upon fees, commissions and service charges to be charged to Clients, exhibitors and patrons for food and beverage services. Fees and commissions shall be included in Gross Receipts. Service charges shall not be included in Gross Receipts but shall be placed in a separate account and used to directly offset monthly Allowable Expenses for staff- level employees' salaries. Reasonable effort shall be made by Successful Proposer not to discourage use of the TCC by reason of exorbitant pricing, unavailability of service, inferior quality or other non-competitive practices. Prices shall be competitive with prices charged nationally for similar products and services at comparable first-class convention centers and hotels. The TCC reserves the right to intercede, upon providing appropriate notice, in negotiations with clients or prospective clients in those instances where the TCC determines that Successful Proposer is failing to provide competitive and quality services.

2.13. PERSONNEL REQUIREMENTS

1. All Foodservice employees are employees of Successful Proposer and not the City of Tampa. The relationship of Successful Proposer to the City created by Contract is that of an independent contractor. No agent, officer, director, employee, consultant, sub-contractor, or representative of the Successful Proposer is, will be, or will be deemed to be, an agent, official, employee, or representative of the City or any political subdivision of the State of Florida. No persons performing work or providing services for Successful Proposer under the resulting Contract shall be entitled to any benefits available or granted to employees of the City. Successful Proposer assumes full responsibility for the payment and reporting of all local, state, foreign, and federal taxes and other contributions imposed or required under unemployment, social security, income tax, and similar laws, with respect to the performance of Successful Proposer's obligations required by Contract by, or on behalf of, Successful Proposer to the City. Notwithstanding anything in Contract to the contrary, Successful Proposer shall not have the right or power to make any contracts, commitments, or admissions of liability for or on behalf of the City. Successful Proposer shall be solely responsible for the means, methods and procedures used by Successful Proposer to perform under the resulting Contract.
2. Successful Proposer shall employ, train, and supervise personnel with appropriate qualifications and experience in sufficient numbers to provide all services appropriate for the operations granted under the resulting Contract. In the event inadequate staffing occurs, at the discretion of the Executive Director, TCC may facilitate placement of additional employees as needed and all expenses will be reimbursed by the Successful Proposer. Successful Proposer agrees to use reasonable and prudent judgment in the selection and supervision of its employees and will make its best effort to employ persons who are courteous and efficient, and who will not use improper language or act in a loud or boisterous manner while performing the food and beverage services. Upon the request of the TCC Executive Director, Successful Proposer will meet with the TCC Executive Director to address any improper or substandard employee performance. Successful Proposer will take corrective action necessary to address the improper or substandard employee performance.
3. Successful Proposer shall comply with applicable law concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

4. Accurate records must be kept of the names, addresses and other legal identification of those to whom badges are issued to assure proper identification and legal working status of employees at any time required by TCC or any other proper agency. Upon the request by the Executive Director and in compliance with all laws, Successful Proposer shall immediately remove from TCC, any employee deemed unsuitable for any reason by the TCC Executive Director. Any employee so dismissed shall never again work at TCC without the prior written consent of the Executive Director.
5. "Key Personnel": General Manager, Executive Chef and Director of Sales/Marketing Manager. The Successful Proposer shall retain a highly competent, salaried, full-time, resident General Manager, Executive Chef and Director of Sales/ Marketing Manager. They shall have the duty to oversee and direct the food and beverage service operations provided under this Contract. Successful Proposer's minimum management staff shall also include at least (2) Catering Sales Coordinator(s), Banquet Operations Director, (2) Catering and Banquet Managers, Executive Chef, Executive Sous Chef, Pastry Chef, Restaurant Manager, Restaurant Supervisor(s), Concession/Bar Manager, Concession/Bar Supervisor(s), Controller Human Resources and Training Manager; (2) Maintenance Technicians, (1) Inventory Specialist, and (1) Warehouse/Kitchen Manager (collectively referred to as the "Kitchen Management"). Must be salaried, full-time, and dedicated to TCC. Successful Proposer must commit to sufficient levels of Support Staff based on what TCC management deems necessary, without interference from Successful Proposer's Corporate offices. The TCC Executive Director will review and have the right to approve Successful Proposer's proposed on-site Management Staff and Support Staff throughout the term of Contract. On-site Management will have job-related responsibilities exclusively at the Tampa Convention Center. Management Staff will have a full-time office at TCC. This staffing level is based on a full, 365-day year and is a minimum staffing level based on the service standards contemplated herein.
6. The TCC Executive Director shall have the right to approve and have the right to require the removal from TCC, Successful Proposer's on-site Management throughout the term of the Contract. Successful Proposer's on-site Management shall have no job-related responsibilities at other venues and must have a full-time office at TCC. If the Executive Director approves, Successful Proposer may allow management staff to be temporarily assigned to other accounts if that salary is then transferred out. If the TCC Executive Director requests a replacement for the on-site Management or any of the staff, Successful Proposer shall have five (5) days to provide a temporary replacement approved by the Executive Director, and fifteen (15) days to provide the Executive Director with at least three résumés of suitable candidates for such purpose.
7. The Successful Proposer must conduct regularly scheduled training sessions, as approved by the TCC Executive Director, throughout the year, for all personnel. At a minimum, the training will consist of:
 - A. Onboarding and annual review of the TCC General Building Policies and Standard Operating Policies.
 - B. Customer service
 - C. Alcohol Awareness, TIPS or TEAM as approved by the TCC Executive Director
 - D. All applicants must receive an appropriate background check prior to being employed
 - E. Skills training for each position, including proper suite set up, food merchandising, and wine service for all catering personnel and proper merchandising displays for all merchandise employees
 - F. All employees must attend mandatory trainings specific to TCC Management
 - G. Must attend an additional 40 annual hours of training
8. The Successful Proposer shall provide and maintain uniforms for all staff employees, as an Allowable Expense. Each staff employee of the Successful Proposer shall be neatly attired in uniform, with name identification tag, that clearly and properly identifies the Successful Proposer and the employee. The design of such uniforms shall be mutually agreed to by the parties. The Successful Proposer's management personnel shall be neatly attired in normal business attire at all times. The hygiene and appearance of employees shall be the Successful Proposer's sole responsibility. The TCC Executive Director will have the right to establish employees' minimum hygiene and appearance standards.
9. Health, alcohol and drug testing are to be performed on Successful Proposer's employees on a random basis if the TCC Executive Director reasonably determines that such testing is appropriate. The cost of the testing is a Direct Operating Cost of the Successful Proposer.

10. With the exception of cash bars and the Restaurants, Successful Proposer's employees are prohibited from soliciting or accepting tips or other gratuities, except when the employee is sharing in an invoiced service charge. No tip jars or salting of the concessions or bar top is allowed. No tip or gratuity line is allowed on credit card receipts except for The Sail Bar. For all invoices with automatic service charges such as Catering Sales and Suites, Successful Proposer's invoices must have printed next to the service charge line that "No additional gratuity is required or expected".
11. No parking spaces are provided for Successful Proposer. However, reasonably priced employee parking is an allowable Direct Operating Cost with prior written approval from the TCC Executive Director.
12. Successful Proposer must utilize the U.S. Department of Homeland Security's E-Verify Systems to verify the employment eligibility of all persons employed during the term of the Contract to perform employment duties and all persons, including sub-contractors, assigned by Successful Proposer to perform work pursuant to the Contract.
13. The manager of Successful Proposer's operations and representatives of the City shall consult regularly, with reference to the operations of Successful Proposer, to review such operations to provide services in a proper manner for persons attending TCC. City shall have final approval of all staffing levels and what sales outlets TCC will be opened or closed for each event.
14. Successful Proposer's employees shall be admitted to TCC without payment of an admission fee at an entrance to be designated by City, in such numbers as Successful Proposer may reasonably require for conducting its operations.
15. Successful Proposer shall furnish all common and skilled labor to stock, set up, dismantle and move Foodservice stands, Equipment, portables, catering tables and chairs.
16. There should be corporate leadership presence during major events provided by Successful Proposer. A robust bench of qualified temp or flex staff shall be provided by Successful Proposer to meet peak demand while maintaining service consistency.
17. All team members must be clearly identifiable through branded uniforms and trained to be ambassadors of both the Successful Proposer and TCC.
18. Retention of Existing Talent: In recognition of the institutional knowledge and community relationships held by the current Tampa Convention Center culinary and catering team, the Successful Proposer shall make every good faith effort to retain existing leadership personnel in key roles (for a minimum for one year) including but not limited to General Manager, Executive Chef, Sous Chef, Catering Sales Director, Banquet and Operations Manager, Sales and Marketing staff and key current support team members.
19. The Successful Proposer shall hire a reasonable number of employees necessary for the operation as mutually agreed to by the parties. The Successful Proposer shall select, employ, train, furnish and deploy employees who are proficient, productive and courteous.
20. Subject to applicable federal, state and local anti-discrimination laws, ordinances and regulations, the Successful Proposer shall discipline and discharge personnel working in this operation as necessary to comply with this Contract.
21. The on-site General Manager's supervisor shall visit the TCC approximately on a quarterly basis, or as requested by the TCC Executive Director, and all such costs shall be a Non-Allowable Expense. The purpose of visits will be to the discretion of the TCC Executive Director.
22. The Corporate Executives shall give full decision-making authority for operating and buying supplies to the General Manager and Executive Chef so they may meet the clients and TCC's requirements of providing the best quality service for the best price while operating efficiently.
23. The TCC will have the right at any time to refuse access to or remove any employee of the Successful Proposer who, in the opinion of the Center, is drinking Alcoholic Beverages, using narcotic substances or otherwise engaging in unlawful, obtrusive or inappropriate conduct, or any other conduct that violates the terms of this Contract. The TCC reserves the right to remove any sub-contractor from the TCC whose background, performance and/or general methodologies are deemed by the TCC not in the best interests of the TCC.

24. Successful Proposer's Maintenance Supervisor and/or Maintenance Technicians creating a maintenance and repair plan for a skilled trade project should possess certifications and/or qualifications required by that specific trade. All skilled trade projects should be reviewed and approved by the TCC Convention Facilities Operations Manager and/or the TCC Chief Maintenance Engineer.
25. The Successful Proposer shall maintain sufficient numbers of full-time, part-time and temporary employees to staff the operation. The Successful Proposer shall provide properly trained relief personnel in the event of absences or increased staff needs.

2.14. QUALITY OF SERVICE/PRODUCT REQUIREMENTS

1. Successful Proposer shall conduct all of Successful Proposer's operations in a first-class, professional, businesslike, and efficient manner consistent with the top tier of all convention centers, as verified by the achievement of positive scores in the independent surveys that are required to be conducted and further described herein.
2. Successful Proposer will have sufficient amounts of product prepared and an inventory on the premises so as not to run out of product during an event held at TCC.
3. Successful Proposer shall order, stock, prepare, pay for and sell appropriate City-approved Foodservice items. Title to said products shall remain vested in the Successful Proposer.
4. Consumables shall be first quality, wholesome and pure, and all product on hand shall be stored and handled with due regard for sanitation. Successful Proposer recognizes and agrees the quality of items sold and services performed at TCC is a matter of highest concern and is of the essence of the Contract.
5. The TCC Executive Director shall have final approval on what suppliers, portions and brands are used by Successful Proposer, and at no time will Successful Proposer offer an exclusive offer to any supplier without the prior written approval of the Executive Director.
6. Minimum staffing and pay scales shall be as set forth in Successful Proposer's Proposal. However, the TCC Executive Director shall decide any and all questions which may arise as to the acceptability of services rendered, number of service areas required, levels of staffing by area, prices, portions, products, manner of performance, questions which arise as to the interpretation of the terms and conditions of the Contract, and all questions as to the acceptable fulfillment of the Contract.
7. All foods, drinks, beverages, confectionery, refreshments, and the like sold or kept for sale at TCC shall be of first quality, wholesome, and pure and shall conform in all respects to the federal, state, and municipal food and other laws, ordinances, and regulations. No imitation, adulterated, or misbranded article shall be sold or kept for sale at TCC, and all product kept on hand shall be stored and handled with due regard for sanitation and shall conform with the quality, type, brand, size, and weights as agreed upon and approved by the City. All food products sold to individuals through various outlets shall be prepared and handled to provide fresh, high-quality products. Successful Proposer will only serve fresh brewed coffee; the use of instant, liquid, or freeze-dried coffee will not be permitted. Leftover perishable product shall not be sold at any time.
8. All products kept for sale shall be subject to inspection and approved by the TCC Executive Director. Rejected product shall be immediately removed from TCC and shall not be returned for sale.
9. It is the intent of TCC to utilize Branded Products, local, regional and national, and serving items, whenever it is in the best interest of TCC. This includes, without limitation, customized logoed containers, serving papers and wraps. Notwithstanding the aforementioned, the City, during the term of the Contract, reserves the right to have Successful Proposer terminate its licensing and subcontracting agreements if sales prove to be unprofitable. The City also reserves the right to negotiate other concepts as initially proposed by Successful Proposer, but not implemented.
10. TCC requires Successful Proposer to identify local products and vendors to utilize throughout TCC whenever appropriate.
11. Successful Proposer is required to provide and implement a comprehensive sustainability plan that demonstrates how its operations will positively impact the Convention Center, the local community, and the environment. The sustainability plan shall include, without limitation: partnerships with local not-for-profit organizations and community-based programs, such as food banks, recycling initiatives, composting services, and other waste diversion efforts designed to reduce product waste and promote responsible resource management. The sustainability plan should also describe proposed strategies for minimizing

environmental impact, increasing recycling and composting participation, reducing landfill contributions, supporting local and sustainable sourcing where feasible, and promoting community engagement and social responsibility. Proposer shall identify measurable goals, reporting methods, and continuous improvement practices related to sustainability performance. Said sustainability plans shall be included in the Successful Proposer's proposal and must comply with all applicable federal, state, and local laws, rules, and regulations, including City of Tampa's and TCC's sustainability policies, initiatives, and operational standards. Plan must also show it's alignment with TCC's current SILVER LEED level and how it will align with the future goal of a GOLD LEED level.

12. The Successful Proposer General Manager must coordinate with the TCC to create synergy as it relates to sustainability efforts. To ensure achievement of TCC's goals and objectives, the Successful Proposer General Manager will contribute to and participate in quarterly and annual reviews of the sustainability program.
13. Unless exceptions are approved by the TCC Executive Director in writing, minimum Catering standards include:
 - A. Disposable cups, plates and cutlery used for Concessions and The Sail are subject to the Executive Director's approval and must be compatible with TCC's sustainability plan.
 - B. Coffee and beverage service (excluding Concessions and outdoor food outlets) is to be served in china and/or glassware. Packaged creamers and pre-wrapped butter pats are not allowed.
 - C. Tables used for Foodservice functions shall be covered by Successful Proposer with appropriate linen tablecloths, properly cleaned and pressed and removed in a timely fashion after the event, unless non-linen serving tables are approved by TCC.
 - D. Linen provided to TCC will be billed to TCC at direct cost.
 - E. All banquet and head tables used for Catering shall have a floral arrangement (minimum bud vase) included in the menu pricing, unless event licensee requests no arrangement.
 - F. Successful Proposer shall provide water service for all internal meetings at TCC at no cost to the Licensee or TCC but accounted for as a Direct Operating Cost
14. Successful Proposer's exclusive rights shall extend to the food and beverage service needs of the patrons of TCC as stated above only to the extent that Successful Proposer maintains availability and quality with a competitiveness to other similar venues. Maximization of the use of the facilities of TCC is the goal of the City and all effort shall be made by Successful Proposer not to discourage use of TCC facilities by reason of Successful Proposer's exorbitant pricing, unavailability of service, inferior quality or other non-competitive practices. The City reserves the right to intercede in the negotiations in those instances where the City determines that Successful Proposer is failing to provide the competitive and representative services required by the Contract. If Successful Proposer consistently fails to perform for a particular portion of the food and beverage services, then the City has the right to obtain service from other vendors for such portion without terminating the Contract. Such action by the City does not prevent City from proceeding with notifying Successful Proposer that Successful Proposer is in default and that the same is to be corrected as Successful Proposer's recognizes that the quality of items sold, and services performed at TCC is a matter of highest concern and is the essence of the Contract.
15. Successful Proposer shall develop written policies that shall be adhered to regarding shelf life of all perishable merchandise. All merchandise kept for sale shall be subject to inspection and approval or rejection by the City. Any article rejected by the City as not being first quality, wholesome and pure shall be removed from the premises and shall not be offered for resale. Successful Proposer will comply with industry standards of beer, wine, and other Alcoholic Beverages regarding quality, quantity, storage and handling.
16. The City agrees to meet with Successful Proposer to review products to be sold and prices to be charged on a quarterly basis. Prices shall be set by mutual agreement of the City and Successful Proposer and in case of conflict, the decision of the City shall control. Whenever unique economic conditions result in unusual cost increases to Successful Proposer, City will consider a request by Successful Proposer for price changes at times other than the quarterly dates specified above and in turn, the City requires price approval on any and all menu items added at any other time. Successful Proposer shall submit a detailed written price schedule for all items it proposes to sell showing size, weight, grade, cost, and price of item along with a price comparison sheet of the local market, which shall be subject to final approval by the City.

17. Successful Proposer shall provide quality products at prices consistent with those presently being offered in similar venues locally and with similar venues of like purpose within the geographic region.
18. The City reserves the sole right to grant advertising and sponsorship rights for food and beverage products consumed in TCC. Pursuant to granting advertising and sponsorship rights, the City reserves the final right to specify any or all of Successful Proposer's product sources of supply; provided, however, Successful Proposer shall, in its sole discretion, select the vendors of the supply sources and shall not be obligated to use sources of supply whose level of quality, services and/or prices are not competitive with the marketplace. Successful Proposer shall not execute any supplier contracts for supplies at TCC, other than those cancelable on thirty (30) days' notice, without the written consent of the City, which consent, may be arbitrarily withheld.
19. During all events at TCC, the Successful Proposer shall provide professional advertising and menus with prices of items offered for sale. The advertising and menus must be approved by the City.
20. The TCC Executive Director shall decide any and all questions which may arise as to the acceptability of services rendered, number of service areas required, levels of staffing by area, prices, portions, products, manner of performance, questions which arise as to the interpretation of the terms and conditions of the Contract.
21. To ensure accountability, the following Key Performance Indicators (KPIs) and performance metrics shall be tracked and reported:
 - A. Guest Satisfaction
 - i. Post-event surveys conducted independently by Successful Proposer and provided to TCC Sales & Marketing Director at the end of each event for historical reference and client resolution.
 - ii. Minimum 85% satisfaction score across service quality, food quality, cleanliness, and professionalism
 - iii. Corrective Action Plans required for any event scoring below threshold
 - iv. Throughput & Wait Times
 - v. Concessions: Average transaction time not to exceed 4 minutes during peak periods
 - vi. Banquets: Full meal service (plated) to be completed within 20 minutes per course for events with over 500 guests.
 - B. Complaint Resolution
 - i. All complaints acknowledged within 24 hours and resolved or addressed within 72 hours
 - ii. Successful Proposer to maintain a complaint log and present a quarterly service review to TCC.
 - C. Operational Readiness
 - i. Food & Beverage outlets must be fully operational at least 60 minutes prior to doors opening for any public event
 - ii. No more than 2% variance in scheduled staffing levels during high-attendance periods without documented justification.
 - iii. Failure to meet KPIs may result in warnings, remediation plans, or in cases of repeated non-compliance, grounds for Contract review or termination.
22. The TCC Executive Director reserves the right to examine and/or sample the products served by the Successful Proposer at any time, without notice to Successful Proposer, for the purpose of assessing quality and portion controls.
23. Vending food prices shall be mutually agreed to by the parties. The Successful Proposer shall furnish and install the following vending equipment: Drink Machines, Juice Machines, Snack/Candy Machines. The TCC reserves the right to increase, decrease or change the type of equipment to be furnished. Prior approval of the placement of vending machines shall be obtained from the TCC Executive Director. Vending machines shall be placed so as not to create a safety hazard. Vending machines are located in the staff breakrooms and other areas to support personnel working at the TCC.

24. The TCC reserves the right to direct the Successful Proposer to bring into the TCC well-known brand food operations and/or negotiate directly with any well-known brand, to include but not limited to, restaurant and other fast-food operations.
25. The TCC reserves the right to designate any brand or item of food, beverage or merchandise the "official" food, beverage of the TCC. The TCC Executive Director will notify the Successful Proposer in writing of the "official" designation and of the terms and conditions pertaining to such designation. Thereafter, the Successful Proposer shall comply with all such terms and conditions, including, if applicable, exclusive use of the product (except Alcoholic Beverages) within the TCC.
26. The Successful Proposer recognizes and agrees that the quality of items sold, and services performed at the TCC is a matter of highest concern, is to be reflective of a top-tier service level and is of the essence of the Contract. All food and beverages and other items sold or kept for sale at the TCC shall be of first quality, wholesome and pure as determined by the TCC. The Successful Proposer shall not sell or serve any products of inferior quality, in the judgement of the TCC Executive Director. No imitation, adulterated or misbranded article shall be sold or kept for sale. All food products sold to individuals through various outlets shall be prepared and handled to provide fresh, high-quality products. Any article identified by the TCC Executive Director in good faith as not being fresh and of first quality, wholesome or pure, shall be removed from the TCC's premises and shall not be offered for resale. The Successful Proposer shall comply with industry standards for comparable top-tier convention centers regarding beer, wine, spirits and other Alcoholic Beverages regarding quality, quantity, storage and handling. The TCC Executive Director may require the Successful Proposer to change suppliers or vendors in the interest of quality, availability, competition or public appeal.
27. The Successful Proposer shall maintain the highest standards of food and beverage service, consistent with first-class convention center operations, tailored to accommodate a diverse range of events from large-scale public gatherings to premium private functions. The service scope includes, but is not limited to, high-volume event concessions, mid-sized conference catering, and elevated banquet-style dining experiences.
 - A. Service Scalability & Flexibility: Successful Proposer must demonstrate the operational capacity to scale service levels appropriately for events ranging from:
 - i. Peak attendance weekends of up to 60,000 guests (e.g., Comic Con, fan expos, and consumer shows), to
 - ii. High-end private functions and corporate banquets hosting as few as 100 and up to 6,000 seated guests, including galas, fundraisers, and plated service events.
28. Successful Proposer must have contingency and surge plans for staffing, inventory, and execution to ensure seamless delivery regardless of guest count, event complexity, or service style.
 - A. Consistent Excellence: Regardless of event size or client profile, the Successful Proposer shall deliver a consistent level of excellence in:
 - i. Guest experience and hospitality
 - ii. Speed of service and throughput, including queue management during high-volume periods
 - iii. Presentation and professionalism, including uniformed, trained staff
 - iv. Cleanliness and sanitation, exceeding local health department regulations
29. Quality and consistency shall not diminish based on volume. All guests, whether standing in line at a pop-up concession or attending a VIP banquet, must experience an elevated and memorable F&B encounter.
 - A. Innovation & Evolving Offerings: The Successful Proposer is expected to continually evolve its offerings to align with industry trends and guest expectations. This includes:
 - i. Introducing seasonal and trend-responsive menu development
 - ii. Locally sourced and sustainable ingredients where feasible
 - iii. Offering inclusive and customizable options for dietary needs (e.g., vegan, gluten-free, allergen-friendly options)

- iv. Use of technology solutions to enhance speed, customization, and guest engagement (e.g., mobile ordering, digital menus, QR-code feedback, cashless POS systems and integration, real-time feedback tools) to streamline and personalize the guest experience
30. The Successful Proposer shall present a formal Innovation & Service Enhancement Plan annually, outlining proposed updates to menus, service models, staffing strategies, and guest experience improvements. TCC Executive Director reserves the right to approve or request modifications to this plan.
 31. Successful Proposer should ensure TCC Convention Facilities Operations Manager and/or the TCC Facility Supervisor is present anytime the Health Inspector arrives at TCC, announced or unannounced, to walk with the Foodservice GM and/or Executive Chef. Written report of walk-through must be provided to the TCC Executive Director and/or TCC Contracts & Development Manager, TCC Convention Facilities Operations Manager and/or the Facility Supervisor within 36 hours of Health Inspection walk-through with actionable steps to resolve findings.

2.15. ALCOHOLIC BEVERAGE REQUIREMENTS

1. Alcoholic Beverages are to be offered for sale by Successful Proposer to the extent permitted by applicable federal, state and local laws, and subject to regulations established by TCC. The final decision, as to whether or not Alcoholic Beverages may be sold at an event, or in any designated area of TCC, shall be the sole responsibility of the TCC Executive Director. The decision to serve or refuse service of Alcoholic Beverages to any individual shall be the sole responsibility of Successful Proposer.
2. All licenses and permits required for the sale of Alcoholic Beverages at TCC shall be held in the name of Successful Proposer. Successful Proposer shall keep the permits and/or licenses in full force and effect and neither party shall take any action which would impair Successful Proposer's ability to hold the permits and or licenses. Successful Proposer shall prepare, file, and process all applications for renewals of the permits and or licenses.
3. At the termination of the Contract, Successful Proposer shall surrender all Alcoholic Beverage licenses for TCC and transfer those licenses to the successor operator without cost to transferee, if allowed by law.
4. Successful Proposer, its employees and sub-contractors will actively participate in a TCC-approved Alcoholic Awareness Program.
5. All sales hours for Alcohol Sales include/but are not limited to 11 AM until 2 AM the following day at The Sail Bar. Said sales hours may be amended by the TCC Executive Director.

2.16. SANITATION AND MAINTENANCE REQUIREMENTS

1. Successful Proposer must, in accordance with all applicable laws, ordinances, rules, and regulations, maintain, as a Direct Operating Cost, all assigned areas of TCC, whether shared with others or not, including the space within a 50 foot radius of each area, including, but not limited to, kitchens, walk-in coolers, ice machines, concession stands, bars, buffets, pantries, vending areas, condiment stands, storage and prep areas in a clean, sanitary, and orderly fashion.
2. No imitation, adulterated or misbranded product will be sold or kept for sale at the TCC. All products sold and kept for sale will be stored and handled with due regard for sanitation. Leftover perishable products will not be sold at any time. All products kept for sale will be subject to inspection and approval by the TCC Executive Director without notice. Rejected products will be immediately removed from the TCC and will not be returned for sale.
3. Successful Proposer will use its best efforts to work with local not-for-profit organizations such as food banks to minimize product waste. Successful Proposer will participate in recycling, composting and sustainability plans, and will comply with all applicable recycling rules, laws, and regulations.
4. All areas used by Successful Proposer must be cleaned immediately after use and after each event. Dirty Equipment or Smallwares cannot be held for cleaning until the next day.
5. Successful Proposer must annually submit their sanitation plan and training procedures to the City for approval to ensure its successful implementation.

6. Successful Proposer must provide adequate pest control through a Successful Proposer licensed by the State and approved by TCC for the entire facility, including the exterior. All pest control chemicals should be annually reviewed and approved by the TCC Convention Facilities Operations Manager and/or the TCC Facility Supervisor.
7. Successful Proposer should ensure TCC Convention Facilities Operations Manager and/or the TCC Chief Maintenance Engineer is present and available each time the prescheduled pest control services occur at TCC, announced or unannounced. Pest Control scheduling must be reviewed and approved in advance by TCC Convention Facilities Operations Manager and/or the TCC Facility Supervisor.
8. Successful Proposer must take an (IMP) Integrated Pest Management Plan approach that emphasizes prevention, inspection, and non-chemical methods first. Must provide a site-specific IPM plan tailored to high and low risk areas. Limit pesticide use near sensitive zones.
9. Successful Proposer must keep detailed compliance and reporting logbooks and digital reporting accessible by facility management for all pest control visits. Records must include pests identified, treatment applied, chemical usage logs, technician name/license, area treated and justification, and must support compliance with the TCC.
10. Low-toxicity, or EPA-exempt products should be used, when possible, no fogging or broad-spectrum spraying in occupied or sensitive areas without advance approval. An SDS (Safety Data Sheets for all chemicals used must be available and kept updated.
11. Successful Proposer is responsible for maintaining all Foodservice restrooms (current and/or future), grease traps, floor drains, exhaust hoods, fire protection Equipment including Ansul systems and fire extinguishers and exhaust ductwork and its regularly scheduled cleaning as determined by local code or in TCC discretion but no less than quarterly, as a Direct Operating Cost. Scheduled preventative maintenance programs should be reviewed and approved by the TCC Convention Facilities Operations Manager and/or the TCC Facility Supervisor.
12. Successful Proposer will maintain a clean, sanitary and orderly fashion in all areas of the TCC assigned to it for the operation of food and beverage services. The assigned areas include, but are not limited to, concession stands, kitchens, dock areas, offices, retail stands, bars, buffets, pantries, vending areas, condiment stands, storage and preparation areas. Successful Proposer will further clean, as needed, the walls, windows, ceilings, light fixtures and equipment located within the assigned areas.
13. Successful Proposer shall be responsible for the professional removal of grease to avoid any spillage. Collection of grease must be made biweekly or more often when required, as a Direct Operating Cost. Schedule of removals should be reviewed and approved by the TCC Convention Facilities Operations Manager and/or the TCC Facility Supervisor.
14. Successful Proposer must bus all customer tables in their assigned areas, clean up all spills, empty adjacent trash cans, clean and stock condiment stands, sweep/mop floors in hard surface areas, vacuum carpet in those carpeted areas, and maintain floors in all areas where food is served from portable outlets regardless of location.
15. Successful Proposer shall maintain TCC-approved levels of all Equipment.
16. Capital Improvements, uniforms and Smallwares. Smallwares stock is 4,000 standard place settings and 500 premium place settings, all of which are required to be approved by the TCC Executive Director. The Successful Proposer shall maintain, as a Direct Operating Cost, all Equipment, Capital Improvements, uniforms and Smallwares used in performance of its duties, including rolling stock, in a good state of repair, including maintenance or repair necessitated by ordinary wear and tear.
17. Should Equipment replacement be necessary, as determined by TCC and Successful Proposer, mutually, then the cost of the replacement shall come from the 3.5% Equipment Repair Maintenance & Replacement Accrual Fund. Notwithstanding the aforementioned, unless the replacement is due to theft, vandalism, unusual wear, neglect or negligence by Successful Proposer, Successful Proposer will pay for such replacement directly and not as a Direct Operating Cost.
18. Successful Proposer shall pay for all preventative maintenance programs for all Foodservice Equipment and systems as required and approved by the TCC Convention Facilities Operations Manager and/or the TCC Facility Supervisor, as a Direct Operating Cost.
19. Successful Proposer must submit preventative maintenance programs in bid.

20. Damage incurred to the property of the City as a direct result of negligence or lack of maintenance on the part of Successful Proposer is a Non-Allowable Expense and will be charged directly to Successful Proposer.
21. Successful Proposer is required to establish preventative maintenance programs on all food service-related Equipment in accordance with manufacturers' recommendations to maintain Equipment in current condition (normal wear and tear excepted) throughout the term of Contract. TCC Convention Facilities Operations Manager and/or the Facility Supervisor, in consultation with Successful Proposer, will determine which preventative maintenance programs will require outside contracts, the cost of which shall be a Direct Operating Cost. Final authority in this regard rests with the City.
22. Successful Proposer will notify the City when it is no longer economically feasible to repair any individual piece of Equipment supplied by the City. If notification to Successful Proposer is made by the City that such Equipment is in need of replacement, Successful Proposer will have thirty (30) days to remedy said condition to the reasonable satisfaction of the City. The cost of the replacement described herein (except for Smallwares) shall be paid from the Equipment Maintenance & Replacement Accrual Fund.
23. All refuse and waste materials created by Successful Proposer's operations in all food service areas including cafe(s) and portable cafeteria(s), shall be promptly disposed of after each event by Successful Proposer directly into a compactor designated by City, from which it shall be removed by City. Waste foods shall be kept in closed metal or plastic containers until removed from TCC. Such removal shall be made promptly during and after the event to a central collection area designated by City, from which it shall be removed by City. In the event that Successful Proposer does not sufficiently clean the stated area, City will clean the same and submit an invoice to Successful Proposer for services which may not be accounted for as a Direct Operating Cost.
24. Successful Proposer will develop and adhere to a recycling program approved by City.
25. Successful Proposer shall be responsible for maintaining its office in a neat, clean and professional manner and for the regular cleaning thereof.
26. All carpeted floor areas must be protected with Visqueen type plastic when setting up portable stands, bars, or service areas. Successful Proposer will be responsible for carpet damage caused by the negligence of Successful Proposer, its sub-contractors or agents. In addition, Successful Proposer will be held responsible for damage to utility floor pockets caused by the negligence of Successful Proposer, its sub-contractors or agents.
27. Successful Proposer will maintain a "Clean as You Go" attitude in all areas of the TCC they use. This includes, but is not limited to, dock areas, back of house corridors, receiving areas, dumpster areas, Equipment storage, freight elevators, food and bar consumption areas and hallways. Trash, spills, food service storage containers and other debris must be removed immediately to maintain the TCC in a first class or tour-ready condition. In addition, all portable Equipment must be thoroughly cleaned before moving to storage areas.
28. The Successful Proposer shall maintain, as a Direct Operating Cost, all equipment, Leasehold Improvements, uniforms and Smallwares used in performance of its duties, including rolling stock, in a good state of repair, including maintenance or repair necessitated by ordinary wear and tear.
29. All dry goods, perishables, and Alcoholic Beverages must be stored in designated secure areas with appropriate environmental controls. No goods of any kind may be left unattended in back-house corridors, staging zones, or service areas at any time. All storage zones must utilize a new appropriate caging, locking shelving system, and containment solution to prevent theft, spoilage, and unauthorized access. Dry storage areas must include industrial-grade racking and caged sections for high-value or restricted inventory. Refrigerated and frozen storage must include controlled access mechanisms with temperature monitoring and alert systems.
30. Space Optimization Plan. Within 30 days of Contract execution, Successful Proposer shall submit a Storage & Space Utilization Plan to the TCC Executive Director for review and approval. The plan must include:
 - A. Detailed layout of all storage areas (dry, cold, frozen, alcohol, Smallwares)
 - B. Proposed racking/caging systems and specs
 - C. Staffing and access control procedures

- D. FIFO protocols and spoilage prevention
- E. Technology used for inventory tracking and alerts
- F. Project timeline and phasing schedule

- 31. All improvements related to storage must be complete and operational within 60 days of Contract execution, unless otherwise approved by the TCC Executive Director.

2.17. UTILITY REQUIREMENTS

- 1. Successful Proposer shall pay TCC 1% of Total Gross Receipts on a monthly basis for the usage of HVAC, electricity, gas, water service, garbage collection, VOIP telephone and data communications for the Successful Proposer's operation. Successful Proposer will utilize prudent energy management.
- 2. Successful Proposer will be responsible for bringing trash and garbage from all Foodservice areas to the designated dumpster or recycling areas. TCC will bear all costs for the removal of the dumpster and recyclables from TCC premises.
- 3. The cost to repair or replace any utility service or lines due to Successful Proposer's negligence shall be at Successful Proposer's expense as a Non-Allowable Expense. Notwithstanding the aforementioned, sewer lines to TCC shall be maintained by the City. Successful Proposer shall take all precautionary measures necessary to assure that grease is not discharged into the sewers as previously set forth in the Contract.
- 4. Successful Proposer is responsible for complying with all sustainability, "Green" recycling rules, regulations and laws of TCC and/or appropriate governmental bodies. Successful Proposer shall develop an effective and continuous energy management and conservation program.
- 5. Should the Successful Proposer require any additional utility capacity and/or outlets beyond those provided, upon approval by the TCC Executive Director, the cost of such installation and hookups will be a Direct Operating Cost.
- 6. TCC shall not be liable or responsible for any failure to furnish services, such as electricity, gas, water, or drainage service, which failure is caused or brought about in any manner by strike, act of God or other work stoppage, federal, state, or local government action, the breakdown or failure of apparatus, equipment, or machinery employed in its supply of said services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control. Further, TCC shall not be liable for or responsible for any consequential economic or property loss or damage caused or brought about by any such occurrence.
- 7. The Successful Proposer will be responsible for all fuel required for the operation of kitchen equipment, and said repairs, maintenance, and insurance for the operation of said equipment.
- 8. TCC shall not be responsible for any goods or Equipment stored at TCC, nor will TCC be responsible for damage resulting from a power failure, flood, fire, explosion and/or other causes.

2.18. ADVERTISING AND MARKETING REQUIREMENTS

- 1. All advertising rights at TCC belong to the City. Successful Proposer shall not advertise any brand names in the TCC without the written approval of the City. Successful Proposer shall not use the name or logo of the TCC on any material without the written approval of the City. No advertising of any kind is allowed on any of Successful Proposer or third party's Equipment unless approved by the City.
- 2. Successful Proposer shall not advertise in any manner or form, or about the TCC, or elsewhere, or in any newspaper or otherwise except by means of such signs or forms of advertising as may be approved by the City.
- 3. Successful Proposer will immediately upon execution of the Contract with the City, commence a marketing program approved by the TCC Executive Director to develop Catering Sales. Successful Proposer will incorporate both creativity and the "flavor" of Tampa into the operating strategy for catering and concessions at TCC. Successful Proposer and the TCC Executive Director will identify and agree to annual expenditures to be dedicated to marketing efforts. Funds from the Advertising and Promotions Accrual Fund will be utilized for the promotion of the food and beverage operations at TCC. Account expenditures

will be determined by TCC or TCC may utilize as additional revenues. All promotional activities funded by this account will be provided by Successful Proposer at actual cost. All other purchases from this account must be at the best available cost.

4. City may require Successful Proposer to use specially designed logoed sales material, menus, cups, napkins, matches and other material.
5. Notwithstanding anything herein, to the contrary, the City may sell advertising and sponsorship packages for the TCC which may include product availability rights at the TCC, where allowed by law. Therefore, the City reserves the final right of approval of Successful Proposer's sources of product supply. Successful Proposer shall honor all rights granted to these advertisers.
6. Promotional Collateral: TCC will include the Successful Proposers sales and marketing information during site visits, planning visits and proposals. The Successful Proposer shall provide a complete sales kit to include but not limited to:
 - A. Menus for Clients
 - B. Menus for Exhibitors
 - C. Brochure of available Concession Options/Services
7. The Successful Proposer shall use its best efforts, within the scope of this Successful Proposer, to accommodate the needs and wishes of the TCC's clients and prospective clients. The Successful Proposer shall develop internal policies and procedures in arranging and planning for food and beverage services for clients, subject to the approval of the TCC Executive Director.
8. The Successful Proposer shall keep posted at each location where concession and/or vending services are provided, in a place conspicuous to clients and patrons of the TCC, a full menu of all concession and/or vending items and prices offered on a given day. Prices shall be posted on displays on all stands and vendor's equipment. The costs of operating, maintaining and reconfiguring the signs (including applicable hardware/software, and for static and digital signage) shall be solely borne by the Successful Proposer. Note: digital signage refers to all applicable equipment and components (which includes digital displays, media players, and software licensing to allow the Successful Proposer to update the displays through TCC's network. Capital improvements provided in food service areas shall meet hardware and software Technology Standards. The TCC Executive Director shall be the sole and final judge for prices, sign quality, size of letters and propriety of any advertising proposed. The Successful Proposer, upon request of the TCC, shall prepare appropriate sample menus for distribution to prospective clients and patrons of the TCC. Menus shall include the available items, prices, and date of distribution.
9. The Successful Proposer shall create imaginative and complete menus in consultation and coordination with the TCC Executive Director. The TCC Executive Director and the Successful Proposer, by mutual agreement, may increase or decrease the maximum price or size of any product offered for sale.

2.19. OPERATING REQUIREMENTS

1. The Successful Proposer shall operate its food and beverage services in the areas designated by the TCC in a manner that fosters the convenience and safety of the clients, patrons and employees of the TCC. Payment of the cost of repair of damages that can be reasonably identified and attributed to the actions or negligence of the Successful Proposer done to equipment, fixtures, floors, ceilings, walls, windows, doors (including but not limited to, passenger, roll-up, and overhead doors), elevators, moving sidewalks, escalators, or other property (normal wear and tear excepted) caused by the Successful Proposer or its employees or sub-contractors will be the responsibility of the Successful Proposer. All damages shall be reported to the TCC's Security team to include generating an incident report. An incident report will not be required to determine financial responsibility for said damage. Neither the Successful Proposer nor its employees shall distribute political campaign, religious or commercial solicitation literature of any kind at any time in or on the TCC's premises. The Successful Proposer is responsible for the daily cleaning and maintenance of all designated space, including but not limited to restrooms and drains, in the assigned areas (Kitchen restrooms, The Sail restrooms, including but not limited to all future foodservice restrooms). Drains are to be primed on a weekly basis.
2. The Successful Proposer shall be responsible for cleaning and sanitation of all areas utilized for the banquet and concession operations. The Successful Proposer shall create and maintain a systematic, detailed cleaning and maintenance schedule that can be reviewed by the TCC on request.

3. The Successful Proposer shall be responsible for all the cleaning and sanitation in the following areas:
 - A. All kitchens, kitchen docks and assigned trash compactors
 - B. Designated storage areas, equipment and receiving docks
 - C. Any space 50 feet from banquet operations, including corridors and staging areas for foodservice
 - D. Food Service elevators used in transporting food and beverages
 - E. Reference cleaning chemical requirements
4. To the extent that the Successful Proposer does not have the requisite expertise to perform the cleaning services (as an example, cleaning kitchen exhaust hoods or periodic deep cleaning), the Successful Proposer shall contract with an outside cleaning company of its own choosing to provide such services. The cost of such services shall be a direct operating cost.
5. Core employees shall be trained and effective at following the program, and the Successful Proposer's management team shall ensure the maintenance of appropriate logs.
6. Food served shall normally be cooked and prepared on the TCC's premises, with the exception of certain baked goods and standard canned and packaged items, or other items, as approved by the TCC Executive Director.
7. Successful Proposer will operate in a first-class manner, with Foodservice outlets open, before, during and after each event as approved by TCC. Schedules should include client requested times, with final approval by the Executive Director.
8. In addition to the terms detailed in the Contract, TCC shall issue reasonable rules and regulations for the operation of the Foodservice, and Successful Proposer shall operate the Foodservice in accordance with such rules and regulations.
9. The TCC Executive Director shall decide any and all questions which may arise as to the acceptability of services rendered, levels of staffing, and manner of performance, questions which arise as to the interpretation of the conditions and specifications, and all questions as to acceptable fulfillment of Contract.
10. Within three months of the commencement date of the Contract, Successful Proposer will present their operations manual to the TCC Executive Director for review and approval. At a minimum the manual will include:
 - A. Standard recipe file, cost structure, portion size, preparation procedure, maximum product holding time and plate presentation for all menu items on approved menu.
 - B. Staffing standards and quantities by job category for all major event types at TCC by expected attendance, including preparation, sanitation, service and supervisory employees.
11. TCC and Successful Proposer will jointly pay for the cost of up to four Secret Shopper Services during the year. TCC may also implement other quality assurance programs such as customer surveys and focus group studies, with Successful Proposer implementing all reasonable recommendations from these services and studies. Successful Proposer will implement its own surveys and quality assurance programs as set forth in Successful Proposer's proposal. Results from all Successful Proposer/TCC sponsored quality assurance programs must be shared in full and deficiencies corrected immediately.
12. No off-site sales are permitted from TCC unless approved by the TCC Executive Director.
13. Successful Proposer is not permitted to execute any subcontracting agreements or licensing agreement with other parties for any sub-contractor sales or Branded Product Sales unless approved in writing by the TCC Executive Director.
14. On an annual basis, Successful Proposer must provide the TCC Executive Director with a written Foodservice sales and operations program five months prior to each Contract year with specific financial and operational goals and specific methods for attaining each goal for the following Contract year.
15. Successful Proposer shall develop clear, concise and professional quality written proposals for Catering functions.
16. At the expiration or early termination of the Contract, Successful Proposer will assign all Catering contracts and Catering deposits, for events that are scheduled to occur after the effective date of termination, to the succeeding Successful Proposer.

17. In addition to the exclusion of food-related shows to the rights granted to Successful Proposer herein, Successful Proposer shall not interfere with the free distribution of food (maximum 3 ounces.) or drinks (maximum 4 ounces.) or any other promotional items of any nature whatsoever, where such distribution has been authorized by the TCC Executive Director.
18. Successful Proposer will be required to provide or modify operations upon the request of any Licensee, when it has been approved by the TCC Executive Director, as in the best interest of TCC or is necessary to comply with the terms of the contract between TCC and said Licensee.
19. Successful Proposer will present proposed pricing for all menu items and sub-contractors/branded menu items, portions and sources of supplies for the upcoming Contract year no later than 30 days prior to each implementation. Pricing must be competitive with the market and similar venues. Pricing surveys must be provided for consideration showing item, quantity, and serving sizes. Any product and/or price not approved in writing by the TCC Executive Director may not be sold at TCC.
20. Successful Proposer retains no advertising rights in the Contract. TCC has the exclusive right to sell all advertising, marketing and sponsorship packages for TCC. Therefore, the TCC Executive Director reserves the final right of approval of Successful Proposer's sources of product supply. This includes but is not limited to items such as food and beverage products, merchandise, printing companies, exterminators, florists, cleaners, laundries, insurance vendors, business machine and office supply vendors. Successful Proposer, however, will not be required to purchase from suppliers whose level of quality, service, and/or prices are not competitive with the marketplace, unless such cost difference is passed on to the consumer.
21. Successful Proposer agrees to include local brands in the Successful Proposer's offerings either as a product supplier, Licensee or sub-contractor to improve the quality, public perception and popularity of the menu offerings as approved in writing by the TCC Executive Director.
22. Successful Proposer must procure and keep in force during the entire period of the Contract all permits and licenses required, including where applicable, Alcoholic Beverage licenses, by all laws and regulations of the State of Florida, Hillsborough County and the City of Tampa and insurance required by the Contract. At a minimum Successful Proposer will schedule a semi-annual inspection by the health department. A copy of the official report from those inspections and all others must be provided to the TCC Executive Director within 24 hours of receipt with remedies for all deficiencies by Successful Proposer.
23. Successful Proposer shall use computerized Point of Sale ("POS") at all permanent and portable sales locations at TCC and may implement such mobile and kiosk POS entry as proposed upon written approval of the TCC Executive Director.
24. Vending machines may only be used at times and locations prescribed by TCC.
25. Nothing herein contained shall be held to limit or qualify the right of TCC for a free and unobstructed use, occupation and control of TCC and ingress and egress for itself, its renters and the public.
26. Representatives of TCC shall have the right to enter upon and have access to all spaces occupied by Successful Proposer during the time events are in operation and all times when Successful Proposer employees are present.
27. Successful Proposer must provide electronic and printed catering menus, and other printed materials approved by TCC, utilizing TCC logos, used exclusively for TCC, in sufficient quantities for use by TCC and Successful Proposer's marketing staffs.
28. Successful Proposer will provide all Foodservice content interfacing with TCC's electronic media.
29. TCC will set all rooms with tables and chairs for catering. Successful Proposer will dress all tables, place all table decorations and remove all linen and service wares in a timely manner.
30. Successful Proposer shall set up Equipment and Smallwares for all Foodservice events other than TCC tables and chairs. Successful Proposer shall be responsible for setting up and tearing down all portable Equipment, including any worktables, if any, supplied by TCC.
31. Successful Proposer's decorating of all Foodservice stations, buffets and beverage stations will be equivalent to a first-class convention center or hotel.
32. The use of table coverings other than cloth must be approved in advance by the TCC Executive Director.

33. The location of Foodservice areas by Successful Proposer, whether temporary, portable or permanent, shall be assigned by the TCC Executive Director. Successful Proposer shall acquire no right to any location once assigned and the TCC Executive Director reserves the right to require Successful Proposer to move such operations and Equipment to facilitate the needs of events.
34. The location of all storage areas utilized by Successful Proposer shall be designated by the TCC Executive Director and the Executive Director reserves the right to require Successful Proposer to move such equipment and supplies from areas designated to facilitate the needs of events.
35. The City will provide the Smallwares, kitchen preparation and service equipment listed in Exhibit C. All such equipment and furnishings shall remain the property of City and must not be loaned or removed from TCC without permission from the TCC Executive Director and the Administrator of Development and Economic Opportunity. No modifications or alterations may be made to this equipment without the express written approval of the TCC Executive Director and the Administrator of Development and Economic Opportunity that is detailed in Exhibit C. Title to all property furnished by the City shall remain with the City.
36. All equipment, furnishings and fixtures, including Equipment Improvements once permanently attached to the TCC, all mobile equipment furnishings and fixtures; all china, glassware, cutlery and utensils of whatever kind and source, as well as all office equipment and furnishings provided or installed by or under the direction of the Successful Proposer, shall be the property of the City.
37. At the end of the term or upon termination, the Successful Proposer, shall return all equipment and Smallwares in good condition, normal wear and tear excepted. Successful Proposer, the TCC Executive Director and the Administrator of Development and Economic Opportunity shall jointly conduct a closing inventory, documenting any damaged and/or missing equipment, and Smallwares.
38. Successful Proposer shall be responsible for any missing equipment, and Smallwares and the cost thereof is a Non-Allowable Expense.
39. Successful Proposer shall be responsible for any loss or damage to property of the City which results from the acts or omissions or negligence of Successful Proposer including, without limitation, failure on the part of Successful Proposer to maintain and administer that property in accordance with sound management. All costs associated with this paragraph are considered Non-Allowable Expenses.
40. All Concession Services shall be operated in a manner that does not interfere with the orderly operations of the TCC. All mobile concession/retail stands must be UL-certified and applicable sticker displayed. Sales shall be conducted only at locations approved by the TCC Executive Director. The Successful Proposer shall render such services in a professional manner. No pressure or coercion shall be used by the Successful Proposer in an attempt to influence the TCC's clients, patrons or employees to purchase services or products from mobile concession/retail stands. The Successful Proposer shall use point-of-sale devices supplied by Successful Proposer. The number and placement of point-of sales devices shall be jointly agreed upon by the Successful Proposer and TCC Executive Director.
41. When moving or repositioning mobile concession/retail stands the Successful Proposer shall consistently and fully protect the floor (utilizing properly secured visqueen, floor mats, etc.) and any other space utilized for such mobile concession/retail stand use, and the Successful Proposer shall properly promptly clean up the space and equipment when finished.
42. Product and services which are not specifically requested in the RFP, but which are necessary to provide the functional capabilities proposed by the proposer shall be included in the proposal.
43. The TCC will not provide new office furniture during this Contract. The Successful Proposer shall furnish any additional or replacement furniture. The Successful Proposer shall not use this office space and furniture for purposes other than operations under this Contract without the prior written approval of the TCC Executive Director. The Successful Proposer shall keep office furniture and space in good order, normal wear and tear excepted. Any repairs due to neglect, errors, or omissions will be billed to the Successful Proposer.
44. The Successful Proposer and its employees shall be entitled to enter upon and remain in the TCC's premises only as necessary to perform the services provided under this Contract. Access by Successful Proposer's employees shall be limited to the areas

in the TCC designated for food and beverage storage, preparation or service or available for common use. Representatives of the TCC will have the right to enter upon and have access to all areas occupied by the Successful Proposer. Missing/lost keys shall be reported to the TCC's Security team. The Successful Proposer shall be responsible for charges for re-keying of all applicable door locks due to the Successful Proposer's missing/lost keys.

45. The Successful Proposer's hours of operation shall generally be agreed to mutually by the Successful Proposer and the TCC, however the TCC Executive Director will retain final authority.
46. The Successful Proposer shall not alter, add to or in any way vary the food service facilities or equipment therein, or any signs, without having obtained written consent from the TCC Executive Director, TCC Convention Facilities Operations Manager and/or the TCC Facility Supervisor. All improvements, alterations and/or additions shall become the absolute property of the TCC. The Successful Proposer shall not remove any article, piece of equipment, Smallwares or other property furnished by the TCC without the express permission of the TCC Executive Director.
47. The location of all operations of the Successful Proposer, including but not limited to those locations assigned to the Successful Proposer, are subject to the approval and discretion of the TCC Executive Director. The TCC Executive Director and/or the TCC Convention Facilities Operations Manager may impose certain transportation and storage requirements and restrictions so as not to conflict with access and egress by clients and patrons.
48. All intended purchases for equipment or Smallwares shall be approved by the TCC before purchased.
49. Telephones, Cellular Phones, Radios, Fax Machines, Copiers, Computers, Hardware and Software, Internet (Data), Point of Sales System, Cash Registers, Temperature Monitoring Systems, Personnel Time Clocks, and all other Technology Services are the sole responsibility and cost of the Successful Proposer. The Successful Proposer shall purchase, maintain, repair, (includes maintenance agreements for equipment, hardware and software), operate and upgrade telephones, cellular phones, radios, computers, computer networking, hardware and software, internet, Point of Sales System, and other cash registers/systems, personnel time clocks, licenses, supplies and other Technology Services necessary to provide all information technology support services under this Contract. The Successful Proposer shall provide appropriate backup equipment, systems and the technical support for hardware and software for it to run an efficient operation. The Successful Proposer shall submit a Technology Services Plan within thirty (30) days after Contract award to be approved by the TCC Security Manager. The Successful Proposer shall consistently maintain all the equipment to the highest level needed to ensure an efficient operation.
50. The Successful Proposer shall integrate all service orders, marketing and operational requirements for events into the TCC's current event management and operations software program that TCC utilizes at any time. The TCC will set up online configuration within the system, where the Successful Proposer shall populate the appropriate fields to be specified by the TCC. Successful Proposer has permission to use their own systems and software as long as it can integrate into the systems and software that TCC is using.
51. The Successful Proposer shall be responsible for any costs to manage and control the costs for all existing, proposed and new systems, services and infrastructure as required by the TCC or clients.
52. The Successful Proposer shall make a reasonable effort to purchase products locally from sources in Hillsborough County, Florida and the four (4) adjacent counties (to include Pasco County, Polk County, Manatee County, and Pinellas County), as long as such wholesale prices are competitive with similar products of equal or better quality available outside of Hillsborough County, Florida and the four (4) adjacent counties.
53. The Successful Proposer shall purchase quality products from the lowest priced vendor whether it be from local suppliers or from corporate-designated vendors. The Successful Proposer shall maintain a file that is readily available showing whether it is cheaper to acquire spot bids, set up local suppliers or to use corporate-designated vendors for purchasing products. The Successful Proposer shall provide a quarterly report on major purchases of products at \$10,000.00 or greater. Such reports shall be due within 30 days after the end of the previous calendar quarter.
54. The Successful Proposer shall maintain in a safe and sanitary condition the sections of the TCC's receiving docks where food and beverages are delivered, and shall return, in reasonably good condition, all pallets, storage containers, linens and other equipment used in operating the food services.

55. The Successful Proposer shall inspect all merchandise upon delivery for quality and quantity and shall store all merchandise in sanitary containers, which are dated for effective rotation of stock on a first-in, first-out basis, and in accordance with reasonable food and beverage service practices and any and all applicable laws and regulations.
56. The Successful Proposer shall utilize computer software to keep current and up to date, at a minimum, the following databases: a supplier database, inventory database, recipe database, customer database and purchasing and receiving, accounting, catering management and concession management databases. Inventory systems to determine sales and product usage shall be approved by the TCC Executive Director.
57. The Successful Proposer shall conduct the operation at a high level of cleanliness and neat appearance, providing all necessary cleaning and janitorial services to maintain all equipment, Smallwares, space (including drains, restrooms, etc.) and all designated service areas. The TCC will be the sole judge as to the sufficiency of the cleanliness and neatness of appearance of the TCC's premises and equipment, with the authority to order any changes or alterations thereto that it may deem appropriate. The Successful Proposer shall provide its own cleaning equipment and supplies.
58. The Successful Proposer shall provide janitorial services, pick-up, prompt clean-up and disposal of all litter for all space assigned or used in the operation (including but not limited to floors, walls, ceilings, vent diffusers, restrooms, walk-in coolers/refrigerators/freezers and access corridors), and shall keep service areas clean and free of debris during events. The removal of food and debris in seating areas, and the cleaning of chairs and tables, shall be promptly attended after each catered event. The entire area within a radius of fifty (50) feet of each stand, commissary, work area and within fifty (50) feet of designated eating areas, whichever is greater, shall be kept clean and free from all rubbish. In the event that Successful Proposer does not sufficiently clean any area, the TCC may clean the same and submit an invoice to Successful Proposer for services rendered, which shall be paid by the Successful Proposer to the TCC. The Successful Proposer shall pay such invoice in full within thirty (30) days of receipt of the invoice. Restrooms, mop sinks, corridor sink areas (including drains, counters, etc.) within food and beverage designated areas shall be cleaned daily and properly maintained. A preventative maintenance schedule for these programs must be submitted annually for review and approval to our TCC Convention Facilities Operations Manager and/or the TCC Facility Supervisor.
59. All refuse and waste materials generated by the Successful Proposer's operations in all areas used by the Successful Proposer to provide food and beverage services shall be promptly disposed by the end of each day, by the Successful Proposer, directly into a compactor designated by the TCC. Such removal shall be made promptly during and after events, to a central collection area designated by the TCC. The Successful Proposer shall place sufficient waste receptacles at each location and make certain that they are kept clean and promptly serviced during and after each event. The TCC will remove debris in areas normally considered public areas.
60. The Successful Proposer shall comply with TCC's Sustainability efforts in recycling food waste and other recyclable materials.
61. The Successful Proposer shall be responsible for the professional collection and removal of grease so as to avoid any spillage. The Successful Proposer shall bring the grease to the designated grease collection areas and transfer to the appropriate used grease bins/containers. The Successful Proposer shall pressure wash and clean grease collection areas weekly. A preventative maintenance schedule must be submitted annually for review and approval to our TCC Convention Facilities Operations Manager and/or the TCC Facility Supervisor.
62. The Successful Proposer shall not discharge any grease into the TCC's drains and shall keep grease in containers for disposal by the Successful Proposer. If the Successful Proposer fails to comply with this subsection, any cost, charge, fine or expense to the TCC involved in opening, cleaning or repairing drains shall be paid by the Successful Proposer.
63. The Successful Proposer shall initiate, maintain and supervise all reasonably necessary safety precaution programs in connection with the operation, and describe such programs in a safety plan. Safety Plan must be submitted annually for review and approval to our TCC Convention Facilities Operations Manager and/or the TCC Facility Supervisor.
64. Leadership in Energy and Environmental Design (LEED). The Successful Proposer shall support the TCC in maintaining the US Green Building Council LEED Operation + Maintenance designation to include but not be limited to:
 - A. The Successful Proposer shall adhere to the TCC's Sustainable Purchasing Policy guidelines, including food and on-going consumables.

B. The Successful Proposer shall adhere to the TCC's Solid Waste Management Policy guidelines.

65. Successful Proposer may propose an alternative software system and/or interface that is equivalent to the current event management and operations software used at TCC. The TCC will have the sole determination and may authorize the Successful Proposer to implement such alternative software system and/or interface providing it meets or exceeds all reporting, visibility of revenue, operation, connectivity and maintenance requirements as required by the Successful Proposer. All costs associated with the implementation of an authorized alternate software system and/or interface shall remain the sole responsibility of the Successful Proposer.

2.20. INSPECTION AND APPROVAL

1. The City shall have the right to enter the Foodservice areas and storage spaces at all reasonable times for the purpose of examining the state of repair and condition of the premises and the Equipment and for the purpose of determining whether the terms, covenants and conditions contained in the Contract are being fully and faithfully observed and performed. The City shall have the right to reject the character of service and require that undesirable practices be discontinued or remedied. Failure of the Successful Proposer to take appropriate action after notification from the City shall be considered a breach of Contract.
2. The City shall have the right to approve or reject prior to implementation, the following:
 - A. Areas in which product may be sold
 - B. Areas in which Alcoholic Beverages may be sold
 - C. Dates and times sales areas may and shall be open for business
 - D. Number of sales areas that must be open for each event
 - E. Which items may be offered for sale
 - F. The brand, quality and quantity of all food, beverages, containers, packages and goods offered for sale
 - G. The price of all items offered for sale
 - H. Design of employees' uniforms including colors
 - I. The manner of use of callers, criers, hawkers, signs or other means of calling attention to or selling product
 - J. The method used for the orderly control of patrons at the sales areas
 - K. The number of employees by type
 - L. Any change in the appearance of sales areas
 - M. Maintenance and clean-up procedures and materials
 - N. The number, type and placement of vending machines
 - O. Size, type and placement of any temporary or movable stands
 - P. Number and distribution of hawkers in public seating areas
 - Q. Any individuals assigned to managerial position or responsibilities on site

2.21. BUSINESS RECORDS AND ACCOUNTING SYSTEMS

1. Successful Proposer shall maintain all accounting records for TCC in a format approved by the TCC Executive Director and TCC Fiscal Manager at the on-site office that is compliant with generally accepted accounting principles. Final reporting software system and how account strings are to be established will be mutually agreed upon between Successful Proposer and The Tampa Convention Center. All Successful Proposer's accounting records shall be available to the TCC Executive Director and TCC Fiscal Manager at any time throughout the term of the Contract at the on-site office, and for three (3) years following the

term of the Contract at the Successful Proposer's main office or, if longer, for the period required pursuant to Florida Public Records Law.

2. Successful Proposer shall use TCC-approved hardware and TCC-approved accounting software, for all Foodservice records, proposals, contracts, invoices, and all accounting functions. The City shall have access to all real-time POS systems for all sales locations.
3. Successful Proposer shall submit monthly to the TCC Executive Director and TCC Fiscal Manager copies of or access to records showing complete documentation of all invoices, payroll summaries, and copies of payroll tax returns, revenue and bank deposits, receipts, bank statements, and all other such related documentation that will ensure financial transparency.
4. Successful Proposer shall submit, to the TCC Executive Director, in a format approved by the Executive Director, an annual budget (to include revenue, capital, and marketing) for their operation four (4) months prior to each Contract year, for every year during the term of the Contract.
5. Successful Proposer shall provide the TCC Executive Director with a preliminary sales report by 12 noon on the day following each event. Successful Proposer shall provide TCC, in a format directed by TCC, with a written summary of each event within seventy-two (72) hours of that event, indicating where appropriate, customer pricing, guarantees, sales by location, sales by item, total inventory sales, total register sales, and cash overages and shortages and revenues by square feet utilized. Successful Proposer shall attach the corresponding deposit ticket and credit card transmission reports to all daily sales reports.
6. Successful Proposer must provide complete PCI compliance in the handling of all credit/debit card transactions and handling of related information. Successful Proposer will select only PCI compliant systems, perform PCI compliant best practices and train employees on proper and consistent handling of customer credit/debit card information.
7. Successful Proposer will absorb all bad debts, cash and inventory shortages, which are not allowable Direct Operating Expenses.
8. Successful Proposer shall maintain a commercial bank account at a local bank approved by TCC for all sales deposits.
9. TCC shall have access to all of Successful Proposer's financial reports concerning Successful Proposer's duties and obligations under the Contract including without limitation:
 - A. POS sales and reconciliation report
 - B. Menu recipe costs reports
 - C. Event and monthly inventory reports
 - D. Original Profit and Loss Statements
 - E. Shortage/Overage reports
 - F. Sales Mix and Menu item sales by Accounting Period
 - G. Payroll records and time sheets
10. An independent certified audit of Successful Proposer's complete operations paid for by Successful Proposer, by an accounting firm approved by TCC, must be submitted to the Executive Director no later than sixty (60) days after the end of each Contract year as a Direct Operating Cost.
11. The Successful Proposer and TCC Executive Director shall inventory all Equipment, Leasehold Improvements, uniforms and Smallwares on an annual basis or as otherwise provided in the Contract to determine what replacements and repairs are required, and to adjust the amortization schedule accordingly.
12. The Successful Proposer shall maintain all sales tax licenses and operating permits necessary for the foodservice, including without limitation Alcoholic Beverages permits and licenses without limitation.
13. The Successful Proposer shall collect and promptly disburse all taxes required by federal, state, and local authorities, and shall pay any and all applicable taxes relating to their operations, employees, equipment, inventory or permits.

2.22. FINANCIAL PROVISIONS

1. Financials shall be structured so that the Successful Proposer receives the gross receipts and pays a percentage to the City in the form of a commission. The Successful Proposer will:
 - A. On or before the 15th day of each month that the Contract is in effect, the Successful Proposer shall submit to the City a detailed statement showing all Gross Receipts attributable to work performed for Licensees through direct services during the preceding calendar month. Said report shall be submitted on forms approved by the City and shall be accompanied by payment to the City of an amount equal to the Applicable Percentage of the Gross Sales of the preceding month.
2. In the event the Contract term does not coincide with whole calendar months, payments due to the City for any fractional portion of a month shall be the pro rata Applicable Percentage of the Gross Sales for the particular fraction of the month.
3. Any payment remaining past due for a period of 15 days or more shall bear interest at the highest rate allowed by law from the date the payment was due. Failure to make payment as required by this section is a material breach of the Contract.
4. The Successful Proposer shall, on or before the 15th day of each November during the term of the Contract, submit to the City a Certified Public Accountants statement showing Gross Sales from October 1 to September 30 of the previous fiscal year or, if for a partial year, that part of the prior fiscal year during which the Contract was in effect. The statement shall be used to confirm that payments were properly reported, collected and remitted to the City. The statement shall be prepared in accordance with generally accepted accounting principles, without exception.
5. The Successful Proposer shall provide any financial or statistical reports which the City may reasonably request by written notice.
6. Upon written notice at any time during the Contract term or within two (2) years after its expiration, the TCC Executive Director may cause, without initial cost to the Successful Proposer, an inspection and audit to be made of the books and records of the Successful Proposer relating to its food and beverage operations. Such audit shall be made to determine the correctness for the preceding years(s).
7. If, as a result of such inspection and audit, it is established that additional fees are due to the City, the Successful Proposer shall, upon written notice from the City, pay such additional fees plus a late charge within 30 days of such written notice. Additional fees are related to any errors of recorded receipts or miscalculations of revenue and/or expense.
8. The late charge will be the City's lost earnings on the fees not paid to the City. This late charge will be calculated from the time the fees were due until the time paid to the City. The late charge assessment will be based on the City's current investment in its pooled cash earnings. If the audit reveals a difference of more than one percent between Gross Sales reported by the Successful Proposer and Gross Sales as determined by the audit, the cost of the audit shall be paid by the Successful Proposer.

Payments shall be mailed to:

Tampa Convention Center, 333 S Franklin St, Tampa FL 33602

2.23. PROPOSAL SUBMISSION REQUIREMENTS AND DOCUMENTATION

Failure to submit this information in its entirety will negatively impact the evaluation of your proposal. The following items must be submitted in the proposal. Each Proposer shall submit all the following information in a format that corresponds with the order of the subheadings listed below, refer to the ATTACHMENT Proposer Submittal Check-List.

FISCAL PROPOSAL (20pts)

- **Financial Terms and Capital Plan (10pts)**
 - Management Fee and Incentive Fee Structure
 - Refer to Section 2.9 of RFP
 - Complete Projected Financials

- Proposed Successful Proposer's Operating Pro Forma
- Proposed Capital Investment
 - Refer to Section 2.9 of RFP
- **Financial and Business Documentation (10pts)**
 - Financial Statement
 - A current audited financial statement, for the two most recent fiscal years of the Proposer, including balance sheet and profit and loss statements, prepared and certified by an independent Certified Public Accountant. Include supplemental information as required to demonstrate that the company possesses financial resources adequate to permit contract fulfillment.
 - Financial References and History
 - Provide both the per capita revenue and average dollars generated per square foot for three similar centers in which you currently operate. Also provide per capita information by type of event for similar facilities.
 - History of Catering Performance Issues: Detail where refunds had to be made, or price reductions had to be implemented to correct Successful Proposer's performance over the last three years.
 - Business and Budgeting Administration
 - Provide specific information on how Proposer plans to monitor and submit an annual budget for the replacement or modification of the catering and concession equipment at the facility.
 - The Proposer shall submit a financial plan which provides the following:
 - Proposer shall provide an example of the onsite financial system (including software) which conforms to GAAP and includes annual line-item budgeting for expenditures and revenue accounts, segregating and identifying assets, liabilities and net worth.
 - Proposer shall provide an example of complete documentation supporting all entries into financial accounting system to include all invoices, payroll summaries, and copies of payroll tax returns, revenue and bank deposits, receipts, bank statements, and all other such related documentation, copies of which are to be submitted monthly that will ensure financial transparency.
 - Proposer shall provide an example of a complete inventory control system for concession and catering equipment and other assets including expendable and consumable supplies maintained continuously at the facilities.
 - Proposer shall provide an example of a complete inventory control records system before and after each event, and actual cash count of each event's sales and receipts. Provide specific information on how Proposer plans to bill, collect, and record all catering and concession revenues in a format acceptable to the City. Please describe the electronic software tracking system utilized. Provide an overview of Proposer's proposed "Point of Sale" (POS) system and any other tools utilized to automate foodservice processes. TCC will be given access to the POS software to monitor receipts on a real-time basis.
 - Provide samples of key reports regarding key statistics (number of transactions by day, per timeframe, sales by item, etc.)
 - Proposer shall provide a proposed Operational Budget for TCC catering, concession, and restaurant operations.
 - Provide specific information on how Proposer intends to receive delivery of and store all consumables and supplies necessary for operation and inventory control systems and software that will be used. A computerized inventory control system is required.

PROPOSER'S QUALIFICATIONS & INDUSTRY EXPERIENCE (25pts)

○ Qualifications of Firm (5pts)

- Provide an individual who is authorized to commit the Proposer's organization to perform the services described herein describing the competencies of the firm and experience in the food and beverage industry. Proposer shall also include a Dun & Bradstreet Report titled Business Information and Payment Trends Profile, for the most recent available year.
- Provide documentation demonstrating that the firm itself is networked and linked to any applicable convention or trade show industry professional organizations. There are no specific organization memberships required, however the firm's membership and/or documented involvement in the convention or trade show industry is desirable, such as (but not limited to) Professional Convention Management Association (PCMA), International Association of Exhibitions and Events Management (IAEE), Meeting Planners International (MPI) and American Society of Association Executives (ASAE). The Proposer shall submit proof of active membership and participation and details of any related additional involvement, as applicable.
- Proposer shall provide at least three (3) client/customer references with documented food and beverage experience, preferably in the convention and trade show industry and in marketing and operating dynamic digital displays. Each reference shall be from work performed within the last three (3) years and shall include a brief description of similar work satisfactorily completed with location, beginning and ending dates of contract, name of contact person, addresses, email and telephone number.
- It should be noted that principal Proposers should have at least five (5) years of successful experience as sole and exclusive caterer and concessionaire in comparable convention centers, arenas, stadiums and/or other similar major assembly buildings over the last 10 years. The Proposer must have a convention center account with at least Fifteen Million Dollars (\$15,000,000) in gross food and beverage sales or more annually within at least one convention facility similar in size to the TCC they currently operate in order to bid.

○ Proposed Staffing (5pts)

- Provide an organizational chart detailing corporate personnel responsible for The Tampa Convention Center.
- Provide an organizational chart detailing all proposed key personnel as referenced in RFP who will be directly involved in service operations under this contract and include the next level management and/or corporate level key personnel.
- Provide documentation demonstrating the qualifications of the proposed corporate leadership team who will be directly involved in services provided under this contract. Include comprehensive resumes of prior positions, along with additional narrative of performance record in the food and beverage services, and the unique talents that each person brings to the TCC. Provide examples of client proposal letters and associated documentation to demonstrate prior success in securing the business. Any such documentation shall demonstrate sales success of staff, similar to the scope and scale of work in a convention and trade show environment as described herein.
- Proposer shall address their ability to provide supplemental staffing support, experienced in food and beverage servicing, from both regional and national company resources to augment existing sales and operational staff in support of large and/or multiple concurrent shows, if needed on occasion and/or requested by TCC. The response shall clearly differentiate between regional support resources and national support resources, including the availability of sufficient regional labor to accommodate short-term staffing requests.

○ Past and Previous Client Experiences (5pts)

- List of Clients: A list of other clients similar to TCC that the Successful Proposer serves or has served in the past 5 years. Please provide detailed information, e.g., name, address, and telephone number of the client, contact name, length of service, size of client, number and type of events, annual sales and attendance. Indicate what services are provided, i.e., catering, concessions, clubs, restaurants, etc. Describe experience operating a free-standing restaurant, grill, or bar open to the public 365 days a year.

○ **Company Achievements (5pts)**

- Provide evidence of industry-recognized achievements that demonstrate the proposer's standing within the market. This may include independent awards, certifications, industry rankings, published case studies, client retention performance, and other verifiable indicators of peer or third-party recognition relevant to the scope of services.
- Proposer shall describe any major achievements that reflect quality performance and external recognition, including awards, honors, and examples of innovative work developed in collaboration with clients. Supporting documentation such as photographs, articles, or official announcements may be submitted where applicable. DO NOT SUBMIT GENERAL MARKETING MATERIALS UNLESS THEY ARE ASSOCIATED WITH THE SPECIFIC AWARD.

○ **Corporate Data (5pts)**

- Company History: Proposer's business shall have been in convention business for at least 20 years providing alcohol, catering, concession, and restaurant services. Provide an overview of your current food service practice, capabilities, and experience and what differentiates you from other caterers.
- If the Proposer has had a contract terminated for default in the last five years, describe the incident. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance, and the issue of performance was either: (a) Not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
- Submit full details of the termination for default including the other party's name, address, and phone number. Present the Proposer's position on the matter. TCC will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Proposer in the past five years, so indicate.
- If the Proposer is a corporation, the proposal shall be signed by an officer of the corporation, with the designation of the signer's official capacity. The proposal shall show the state in which the corporation is organized. The proposal shall show that the corporation is in good standing and qualified and authorized to do business in the State of Florida.
- If 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 title of the person signing shall be shown. A copy of the partnership agreement and a full explanation of the job -related duties of each member of the partnership must be included.
- If the Proposer is an individual or sole proprietorship, the Proposal shall be signed by the individual in person, stating the name or style, if any, under which the Proposer is doing business.
- If the Proposer is a joint venture, it shall submit the following with its proposal: A duly notarized venturer –executed Power of Attorney that designates the Proposer's Representative. A copy of the signed joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation, duties and obligations assumed under the proposal; and A copy of the certificate of registration with the Florida Department of State. The Proposer's Representative shall be empowered to execute the proposal on behalf of the Proposer and to act for and bind the Proposer in all matters relating to the proposal. The Irrevocable Power of Attorney shall specifically state that each venturer shall be jointly and severally liable for any and all of the duties and obligations of the Proposer that are assumed under the proposal and under any contract arising therefrom. No member entity of the joint venture may submit a proposal in its own capacity nor for another joint venture of which it is a member. Each member entity of the joint venture as well as the joint venture itself shall be subject to the eligibility and qualification assessment by the City of Tampa, and shall provide the information concerning financial statements, references, past and current litigation, bankruptcy proceedings, early terminations of contracts, and all other information requested in the RFP. In any business form case, the Proposal shall show the present business address of the Proposer at which communications from the City and notices served are to be received.
- List of Corporate Officers: Provide a list of the Successful Proposer's corporate officers and their experience in the industry.

- List of Regional Supervision: Detail the individuals, their experience and locations that will have oversight of this account and the frequency that they will be at the TCC.
- The proposal must be signed by a person(s) authorized to legally bind the proposer and must contain a statement that this proposal and the financial terms proposed therein shall remain firm for a period of 180 days from the receipt of the proposals.

RESPONSIVENESS TO THE SCOPE OF SERVICES (40pts)

○ **Staffing and Training Plan (10pts)**

- Qualifications of Key Onsite Personnel
 - Provide an organizational chart detailing all proposed key personnel as referenced in RFP who will be directly involved in service operations under this contract.
 - Provide documentation demonstrating the qualifications of all proposed key onsite personnel who will be directly involved in service operations under this contract. This shall include comprehensive resumes detailing prior experience, relevant roles, performance history in food and beverage or similar convention/trade show environments, and any specialized expertise. The Proposer shall also include narrative descriptions of each individual's strengths, contributions, and unique qualifications relevant to service delivery at TCC. Documentation may include examples of prior client proposal letters or supporting materials demonstrating successful sales performance in comparable operations of similar scope and scale.
- Staffing Levels and Coverage Plan
 - Provide specific information on proposed minimum staffing guidelines for all front -of-house positions. This must include staffing models for table service breakfast, table service lunch, table service dinner, buffet breakfast, buffet lunch, buffet dinner, reception service, hosted bar, cash bar, and trade show concessions. The Proposer must define staffing ratios, including number of servers per number of guests and number of captains per number of servers. Include proposed pay scales, wage structures, and gratuity allocation methods for all hourly employees. The plan must also include a detailed organizational chart showing all proposed key personnel, including onsite leadership, next-level management, and corporate support roles directly involved in contract performance.
- Contingency Staffing Plan
 - Provide a contingency staffing plan that addresses the ability to respond to unexpected staffing shortages, fluctuations in event demand, and large or concurrent events. The plan must include procedures for deploying supplemental staff from other company locations or divisions, including food and beverage professionals experienced in similar environments. The Proposer must describe how additional staffing resources will be mobilized, the timeframe for deployment, and how service continuity will be maintained. Resumes for supplemental or "float" staff who may be assigned to TCC must be included where available.
- Training Programs
 - Describe all training programs that will be implemented for staff assigned to this contract. This must include alcohol management training, customer service training, food safety training, and any other relevant operational training programs currently used at other comparable accounts. Provide detailed descriptions of each training module by job classification, including duration (time per module), frequency of training, and training delivery methods. The Proposer shall also describe staff expertise in standards compliance, new menu implementation, and marketing support activities provided to clients, including how ongoing training and performance reinforcement will be managed throughout the contract term.
- Transition Plan

- Provide a comprehensive transition plan outlining how operations will be successfully assumed at contract commencement. This must include all required takeover procedures necessary to ensure a seamless transition with no disruption of services. The plan shall address staff onboarding, subcontractor notification, inventory assessment of food & beverage facilities, fixed equipment, and smallwares, and coordination with existing operations. The Proposer must also describe initiation of marketing and sales programs, management presence on-site (including full-time leadership requirements), and overall integration into TCC operations.
- Timeframes
 - Provide a detailed timeline outlining all phases of contract commencement and operational readiness. This must include key milestones for mobilization, staffing completion, training, inventory verification, system implementation, and readiness for full service delivery. The timeline must clearly indicate how the Proposer will ensure all operational requirements are met prior to commencement of revenue -generating activities and ongoing service obligations.
- Commence Sales Operations
 - Describe the process and timeline for initiating sales operations in support of TCC events and services. This must include strategies for revenue generation, booking coordination, and alignment with TCC marketing efforts. The Proposer shall identify when sales activities will begin during the transition period and how sales efforts will be integrated with operational readiness to ensure immediate and sustained business development upon contract commencement.
- Staff Notification
 - Describe the process for notifying existing and incoming staff regarding contract award, transition requirements, reporting structures, and onboarding expectations. This must include timelines, communication methods, and coordination procedures to ensure all assigned personnel are informed and prepared for operational deployment. The plan should also address how staff engagement and retention will be managed during the transition period.
- Meeting Planner Notification
 - Describe how the Proposer will communicate with meeting planners, clients, and stakeholders regarding the transition of services. This must include notification timelines, communication channels, messaging strategy, and coordination with TCC to ensure continuity of event planning and customer confidence. The Proposer must demonstrate how disruptions will be minimized and how client relationships will be maintained during transition.
- Management, On-Site, Full-Time
 - The Proposer must provide full-time, on-site management presence at TCC. Describe the structure, roles, and responsibilities of onsite management personnel, including decision -making authority, operational oversight, and accountability for service delivery. The plan must identify key leadership positions physically located at the facility and explain how they will ensure continuous supervision of daily operations, staff performance, and client service standards.
- Initiation of Marketing and Sales Program
 - Describe the strategy and timeline for initiating marketing and sales programs in support of TCC operations. This must include promotional strategies, client acquisition efforts, and coordination with TCC branding and business development initiatives. The Proposer must identify how marketing activities will be launched during transition and how they will support long-term revenue growth and facility utilization.
- Training and Familiarization
 - Provide a detailed plan for training and familiarization of TCC (Convention Center) facilities, operations, and service expectations. This must include site orientation, facility walkthroughs, system familiarization, and operational readiness training for all key personnel. The Proposer must demonstrate how staff will become fully

knowledgeable of venue layout, equipment, operational procedures, and client service standards prior to commencement of service.

- Sub-contractor Notification

- Describe the process for notifying, coordinating, and integrating all subcontractors involved in service delivery. This must include timelines for notification, contractual alignment, operational expectations, and compliance requirements. The Proposer must also explain how subcontractor performance will be monitored and integrated into overall service delivery standards at TCC.

- Additional Procedures

- Describe any additional procedures, processes, or best practices not otherwise specified that are necessary to ensure a successful operational takeover. This may include risk mitigation strategies, continuity planning, system integration steps, quality assurance measures, or other actions deemed necessary by the Proposer to ensure uninterrupted service delivery and operational stability at commencement of the contract.

- **Operations Plan (10pts)**

- Provide a detailed plan for operating and growing the food services and increasing the level of customer services.
- Provide specific information on the locations for portable concession operations, providing a variety of menu options based upon clientele.
- Indicate specific services, products or relationships with other partners that would add value to the TCC operation. Indicate specific services, products, technologies, innovations, strategic relationships, or partnerships that would add value to the TCC operation. In addition, the Proposer shall provide:
 - A detailed transition and operational implementation plan covering the first (2) two to (4) four months of live operations following contract award, including staffing, training, operational readiness, systems implementation, and service delivery milestones. Proposer should also include a month-to-month transition plan.
 - A description of existing and/or proposed programs, initiatives, technologies, or operational strategies the Proposer will utilize to reduce operational costs while maintaining best-in-class food and beverage services, customer experience, and service quality standards.
 - Financial and operational management information, including the Proposer's ability to provide periodic financial reporting to TCC in a recognized format complying with Generally Accepted Accounting Principles (GAAP). Such information shall include, at a minimum:
 - Month-end detailed profit and loss statements and commission statements, provided no later than the 10th day of each month
 - Month-end detailed client revenue reports
 - Year-end audited financial statements for the site
 - Corporate charges and allocations
 - Sales recording and write-off methodologies
 - Sub-contractor overages and shortages reporting procedures
 - Accounts payable policies and practices
 - Basis for service charge revenues and expenditures
 - Payroll practices, procedures, and policies
 - Financial reporting formats and performance measures
 - Receiving and inventory control systems

- Personnel policies, including non-discrimination policies and practices
- Proposers should clearly describe the systems, controls, and reporting methodologies that will be utilized to ensure financial transparency, operational accountability, and effective contract management.
- The Successful Proposer is responsible for the repair and maintenance of all kitchen equipment and mechanical equipment. This includes but is not limited to HVAC, hoods, grease traps, etc. Replacement of equipment that results from the failure of the Successful Proposers personnel to conform to proper operating standards will be a non-reimbursable expense of the Successful Proposer. Detail plan to ensure sanitation and maintenance of all food service equipment and facilities throughout the term of the contract. Describe how Proposer will maintain, at all times, all catering and concession services areas, business offices, kitchen, kitchen dock areas, and retail sales areas in a clean, professional and sanitary condition. Success Proposer will provide pest control services for the total venue to ensure a unified treatment solution through a vendor approved by TCC that will provide an environmentally friendly solution. Continuous damage to, or willful disregard for catering and concession equipment shall result in damages charged to Successful Proposer. Please recommend a software program to fully automate this monitoring system with a minimum of quarterly asset inventory process. Purchases of all equipment, items and Smallwares must be at the best available cost.
- Provide specific information on providing and maintaining vending machines in approved areas of TCC. This includes, but is not limited to, frequency of refills, maintenance and sanitation. State whether your company will manage this service or sub-contract it out.
- Provide samples of your safety, sanitation and operating standards check list. Please recommend a software program to fully automate this monitoring system and process for how this gets submitted to the TCC Facility Operations Manager and/or the TCC Facility Supervisor.
- Discuss any special electrical or other utility changes/additions Proposer would require running the operations at the TCC and how Successful Proposer plans to resolve them.
- Describe and demonstrate how Proposer typically structures, plans and implements a project format for multiple concurrent events at a convention center. Provide examples from your other accounts including setting major milestones and typical timelines between each milestone of the plan. Please provide a sample of a typical implementation project plan.
- Provide any suggested modifications to TCC's physical layout or equipment, and suggestions on improvements/additions to the existing concession stands, bars, and restaurants. Recommendations may include theme, layout, menu, equipment and signage. Include renderings or brochures.
- In the event the Proposer intends to subcontract or joint venture any of the proposed work stated in its technical proposal, the Proposer shall submit the information required in this section for each proposed sub-contractor or joint venture. A joint venture must have formed prior to submitting proposal. All sub-contractors agreements are subject to the approval of the City.
- Describe your plan to manage during peak business operations when additional staff may be required or when a reduction in staffing levels may be required to offset operational cost.
- Sustainability Plan- Describe in reasonable detail your company's energy conservation program and how it will align with TCC's current Silver level LEED standards and goal to achieve a future GOLD level LEED standard.
- Describe how Proposer will decrease landfill waste to include, but not limited to, composting, recycling, and other sustainable programs.
- Business and Technology Approach
 - Provide a comprehensive description of the overall approach and methodology by which food and beverage services will be provided to clients (show management, exhibitors and potential national, regional and local organizations and advertisers to the TCC). This narrative shall include any applicable strategies that provide an enhanced event experience for clients and exhibitors while providing revenue share to the TCC.

- Successful Proposer shall indicate how they will utilize technology to improve service and quality of their operations. Include systems that the Successful Proposer is capable of managing at TCC. These systems should include, without limitation, digital menu boards; integrated POS system at all permanent and portable sales locations tracking inventory and sales from purchase order through final disposition and acceptance of all major credit cards.
- Provide a strategy for immediate and future technology applications and uses in providing Food and Beverage Services, as it relates to this contract. This should address competence with equipment and hardware similar to the components at the TCC, any anticipated software and display formats to be used.
- Quality Control and Customer Service Levels
 - Key Performance Indicators and quality control: Because the highest level of culinary quality and service is imperative for this facility to be successful in its marketplace, the Successful Proposer must have a foodservice operating and sanitation plan that complies with TCC's minimum goals and requirements. The Proposer must propose an impartial quantitative mechanism to evaluate its level of services, menu and overall quality, including a proposed minimum percentage favorable rating or better in the aggregate on all customer surveys, focus groups or other testing methods used by an independent third party, exclusive of pricing. Failure on the part of the Successful Proposer to reach that TCC's approved level of customer satisfaction will allow the TCC to terminate the Agreement. Include samples of such performance criteria from other venues, including without limitation: Client exit interviews of customers, caterer surveys, secret shopper services, internal audits, customer focus groups, standard transaction time performance standards, employee training standards etc.
 - Provide proposed menus for all foodservice, showing portion sizes and proposed selling prices at the current market rate. Include alcoholic beverages, branded products, catering, concessions, and bars. Indicate the service charge percentage where applicable. Pricing must be competitive with similar facilities in the region. All catering prices must include the cost of linen, china and flatware. Standard linens are included with the banquet pricing but there is an additional charge for upgrades and for all other purposes. Discuss what you have learned about items/categories that sell and those that do not in the Tampa area and the type of pricing that is effective. To facilitate competitive pricing all purchases by the Successful Proposer shall be at the best available price. Refer to Exhibit "E" for current menu.
 - Many of the events at TCC are catered and involve the creation of special menus. Detail your firm's catering experience at other convention centers, creating unique menus. Include sample menus and prices. Please describe how you propose working with event sponsors to create specialty event catering.
 - Branded and other Subcontracted Products: Describe how Branded Products and local sub-contractors should be handled and how they will impact sales and profits. Recommend specific local Branded Products for TCC.
 - Describe Proposer's purchasing policy as it relates to procurement of goods and services that will be used for this RFP to ensure competitive pricing. City reserves the right to approve all purchases of product or equipment to ensure the lowest, most responsive, responsible supplier is selected.
 - Are any foods, and/or supplies or Proposer's products, purchased from a commissary, production center or distribution center owned by the Proposer's company or that of a parent, subsidiary or affiliate? If so, please describe in detail the arrangements.
 - Please list any supplier with whom you have a contract that requires you to purchase from them. The City has no current product sponsorship agreements but reserves the right to do so in the future.
 - Describe the services you provide to your most complex client and why you consider this account to be complex.
 - Describe experience working in a publicly owned facility under a hybrid or profit splitting arrangement.
 - Catering Experience: The Successful Proposer must indicate their experience in serving large banquets, such as those served at TCC. Successful Proposer should cite specific banquets of 7,000 customers or 3 consecutive meals of 4,000 customers each, e.g. breakfast, lunch and dinner or 3 dinners over 3 consecutive nights, etc.

Provide date, location, customer contact, customer phone number, menu, price per person and service style, e.g. buffet, served.

- Event Information Recaps: Provide samples of event information recaps, daily and monthly statements, etc. that will be furnished to TCC during the term of this Agreement. Include forms from computerized cash registers.
- Past Default: List all contracts in last five years that your company has not renewed for any reason and include the reason for loss and client contact information.

○ **Sales And Marketing Plan (10pts)**

- The City is responsible for bringing customers to events and the Successful Proposer will market the food and beverage services. Provide specific information on a program directed to the repeat catering, marketing and sales effort at TCC. Proposers should submit marketing material and detail any sales campaigns for similar facilities to which it currently operates. The Successful Proposer will incorporate both creativity and the "flavor" of Tampa into the operating strategy for catering and concessions at TCC. Identify minimum annual expenditures to be dedicated to marketing efforts. Proposer must establish a means to promote the food and beverage operations of the venue by development of an advertising and promotions account to be a minimum of 1.5% of gross receipts. Account expenditures will be determined by TCC or TCC may utilize as additional revenues. All promotional activities funded by this account will be provided by the Successful Proposer at actual cost. All other purchases from this account must be at the best available cost.
- Provide a "Marketing Plan" demonstrating the ability to provide top -tier quality marketing and service levels to the TCC clients, exhibitors, and to national, regional and local clients on a consistent and continual basis, as it relates to this contract, and as further described below.
- Provide details in the marketing plan which describe the approach and ability to promote branding, market message, and enhance the TCC position in the marketplace and secure business from prospective and confirmed clients and exhibitors of the TCC.
- Provide details on marketing strategies to include pre -show, in-show, and post-show related activities. Describe all professional marketing approaches and practices that the Proposer will use to drive and enhance revenue generation while ensuring a top-tier client experience is achieved.
- Provide additional detail demonstrating approaches, examples or a comprehensive outline of the Proposer's intended direction related to the following:
 - Market analysis and competitive surveys
 - Marketing materials (as own promotional and supplemental, and for digital and print)
 - Mass marketing campaigns
 - Event summaries and analysis and resulting conclusions
 - Client proposal letters
 - Exhibitor correspondence
- Provide a "Sales Plan" demonstrating the ability to provide top -tier quality sales and sales support levels to the TCC clients, exhibitors, and national, regional and local clients on a consistent and continual basis, as it relates to this contract, and as further described below.
- Describe how your firm proposes to interface with the TCC Sales Division to include the Proposer's assistance in securing show bookings at the TCC during client site visits, planning visits and sales calls, as well as how your firm proposes to participate in advance planning visits and post- show meetings to incentivize initial and repeat bookings, and how this information would be disseminated.

- Provide and describe any additional sales efforts or options intended to enhance food and beverage sales successes for the TCC clients, exhibitors, and national, regional and local clients. Examples may include on- and off-site client visits, including out-of-state travel with or without accompaniment of TCC staff.
- Provide a list of services and prices Proposer intends to charge clients, exhibitors, and national, regional and local clients. Submit pricing for any applicable advertising, creative services, content customizations, and any other related proposed services, including any applicable discount structures. Examples of services and discount structures may include, but not be limited to, content design assistance, location and production guidance, individual pricing, volume package pricing, and direct-sell pricing, etc.
- Successful Proposer must include a detailed foodservice site plan within their proposal which includes front of house and back of house operations.
- Asset Management System (Required Program Overview) (10pts)
 - The Successful Proposer must develop, implement, and maintain a comprehensive Inventory and Asset Management System to ensure accurate tracking, maintenance, and lifecycle planning of all equipment and assets. The system must include asset identification and tagging, structured preventative maintenance and repair scheduling, and a long-term replacement strategy for all major equipment. The system must support accurate reporting, accountability, and decision-making for asset performance and lifecycle costs. As part of the annual Reserve Fund budget process, the Proposer must review and discuss anticipated costs associated with maintaining appropriate inventory levels with TCC. All costs associated with the development, implementation, and ongoing management of the inventory and asset management process shall be funded through the 3.5% Reserve Fund. Expenditures from this Fund must be made at the best possible cost to TCC, ensuring fiscal responsibility and value optimization. The Successful Proposer must also describe how all concession and retail outlets will remain current with evolving dietary trends and consumer preferences, while maintaining an aesthetically pleasing and professional appearance in all food preparation and service areas.
 - The Proposer shall provide a comprehensive inventory management plan that outlines procedures for maintaining accurate, real-time records of all assets and equipment. The plan must include methods for inventory classification, asset identification, cataloging, and reconciliation processes. It must also address how inventory accuracy will be maintained over time, including audit procedures, reporting schedules, and controls to prevent loss, duplication, or misallocation of assets. The plan should ensure transparency and accountability in all inventory-related activities.
 - The Proposer shall implement a robust asset tracking system capable of monitoring the location, status, condition, and usage of all assets throughout their lifecycle. This system must include asset tagging (e.g., barcode, RFID, or equivalent technology), real-time or regularly updated tracking capabilities, and reporting tools that allow TCC to view asset status and history. The system must support accountability for asset movement, usage history, and maintenance records, ensuring full traceability at all times.
 - The Proposer shall establish a structured repair and maintenance program to ensure equipment is maintained in safe, reliable, and operational condition. This program must define procedures for identifying, reporting, prioritizing, and completing repairs in a timely manner. It must include response time standards, maintenance workflows, documentation requirements, and coordination with TCC for approvals where necessary. All repair activities must be tracked and recorded within the asset management system to ensure full visibility and performance monitoring.
 - The Proposer shall develop and implement a preventative maintenance program designed to minimize equipment downtime, extend asset life, and reduce unplanned repairs. This program must include a scheduled maintenance calendar based on manufacturer recommendations, usage patterns, and industry best practices. It must outline inspection intervals, service requirements, documentation standards, and compliance tracking. Preventative maintenance activities must be proactively managed and reported to TCC on a regular basis.
 - The Proposer shall provide a long-term asset replacement and lifecycle planning strategy to ensure timely replacement of equipment based on condition, performance, age, and cost-effectiveness. The plan must include lifecycle forecasting, replacement prioritization criteria, and budget planning coordination with TCC. It should identify expected capital needs over time and support informed decision-making regarding repair versus replacement. The

strategy must be reviewed annually as part of the Reserve Fund budgeting process to ensure alignment with operational needs and financial planning.

STATE AND LOCAL QUESTIONS

A. Has your company ever been cited for any violation(s) of the alcoholic beverage control acts of other jurisdictions anywhere in the United States? If yes, explain the violation and how it was resolved.

B. Has your company ever been cited by any state or local agency for violations of state or local statutes in regard to sanitation or health that resulted in loss of permit to operate any foodservice space in a venue? If yes, please list the violation and how it was resolved.

C. Describe how Proposer will comply with all applicable laws, regulations, ordinances, and policies regarding the handling, sale and disposal of food products. This includes, but is not limited to, the procurement and uninterrupted maintenance of all necessary permits, licenses, and insurance required by government entities, including the City, having jurisdiction over operations of TCC. The failure of the Successful Proposer to maintain any required permit(s), license(s) or insurance may result in the termination of the Agreement.

D. How does your company ensure food safety regulations are followed and enforced. Can you give a specific example of how you've handled a compliance issue in the past?

EXCEPTIONS

a. List any exceptions to the RFP Specifications, Form Agreement (Attachment F) or terms set forth in this solicitation.

3. GENERAL CONDITIONS

3.1. PROPOSAL DUE DATE

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

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

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

3.2. ADDENDUM AND AMENDMENT TO RFP

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

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

3.3. ERRORS AND OMISSIONS

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

3.4. FLORIDA PUBLIC RECORDS LAW

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

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

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

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

1. In accordance with Section 119.071(1)(b)2, Florida Statutes, sealed bids, proposals, or replies received by the City of Tampa pursuant to a competitive solicitation are exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
2. In accordance with Section 119.071(1)(b)3, Florida Statutes, if the City of Tampa rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City of Tampa concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision concerning the reissued competitive solicitation or until the City of Tampa withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City of Tampa notice rejecting all bids, proposals, or replies.
3. The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, Successful Proposer agrees to comply with Florida's Public Records Law, including the following:
 - A. Successful Proposer shall keep and maintain public records required by the City to perform the services;
 - B. Upon request from the City, Successful Proposer shall provide the City with copies of the requested records, having redacted records in total or in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the City) on the same terms and conditions that the

City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

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

3.5. CITY OF TAMPA ETHICS CODE

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

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

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

3.6. 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.

3.7. 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.

3.8. PROCUREMENT PROTEST PROCEDURES

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

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

3.9. SLBE PARTICIPATION

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

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

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

3.10. INCURRED EXPENSES

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

3.11. PROPOSAL BINDINGS

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

3.12. EQUAL OPPORTUNITY

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

3.13. GOVERNING LAW/VENUE

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

3.14. COMPLIANCE WITH LAWS

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

3.15. FORCE MAJEURE

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

3.16. SURVIVAL

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

3.17. CONFLICT OF INTEREST

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

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

3.18. AUDIT RIGHTS

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

3.19. CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME)

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

Tampa. Business Entities placed on either the “discriminatory vendor list” or “antitrust vendor list” are ineligible to transact business with the City of Tampa.

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

3.20. SCRUTINIZED COMPANIES

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

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

3.21. DATA COLLECTION

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

3.22. INDEMNIFICATION

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

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

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

3.23. CONTRACTOR BACKGROUND CHECKS

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

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

3.24. EMPLOYEE VERIFICATION

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

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

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

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

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

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

3.25. RESPONSIBLE VENDOR DETERMINATIONS

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

3.26. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

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

3.27. EVALUATION OF PROPOSALS

1. The City will not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget constraints, time constraints or other factors as directed by the City. However, it is anticipated that the review/evaluation process will be completed in a timely manner. A Proposal Evaluation Committee will be established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP. The contract will be awarded to the most qualified Successful Proposer per the evaluation criteria listed in the Section Titled [EVALUATION](#).

2. **Application of SLBE Evaluation Points.** During the evaluation of proposals for SLBE participation, the Equal Business Opportunity (EBO) Office will be responsible for assigning the points under these criteria. Points are determined per DMI-71-Form (EBO Guidelines for Evaluation Points on Request for Proposals) which is attached to this RFP document.
3. Proposals will be evaluated and rated based on the criteria stated in this RFP, including but not limited to the following:
 - A. Responsiveness of the Proposal to the scope of work.
 - B. Ability, capacity, and skill of the Proposer to perform the scope of work.
 - C. Experience of the business and individual members of the business in accomplishing similar services.
 - D. Responses of the client references.
 - E. Such other information that may be required or secured.
4. **SHORT- LISTING**

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

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

Notwithstanding the possibility of a request for an on-site interview and demonstrations, Proposers shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation. Any costs incurred for the interviews and the oral demonstrations are the responsibility of the Proposer.
6. The City reserves the following rights to:
 - A. Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all Proposers prior to selection; and make investigations of the qualifications of Proposers as it deems appropriate, including, but not limited to, a background investigation conducted by the Tampa Police Department or any other law enforcement agency.
 - B. Request that Proposer(s) modify its proposal to meet the needs of the City more fully, including Best and Final Offer(s) (BAFO), or to furnish additional information as the City may reasonably require.
 - C. Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award.
 - D. Negotiate any modifications to a proposal that it deems acceptable, waive minor irregularities in the procedures, and reject any and all proposals.
 - E. Process the selection of the successful Proposer without further discussion.
 - F. Waive any irregularity in any proposal, or reject any and all proposals, should it be deemed in its best interest to do so. The City shall be the sole judge of Proposers' qualifications and reserves the right to verify all information submitted by the Proposers. The proposal selected will be that proposal which is judged to be the most beneficial to the City.
7. **Financial Statements.** The City Representative reserves the right to request that Proposers submit their annual financial statements for the last three fiscal years, including company financial statement summaries, certified by a Certified Public Accountant. If the organization has been in business for a period of less than three years, Proposers may be required to

submit a detailed business plan in addition to any pertinent information that would allow the City to evaluate the sufficiency of financial resources and the ability of the business to successfully perform the services enumerated in the contract. Unless otherwise stated, such requests would be made after the submission of the proposals and prior to award of a contract.

3.28. 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.

3.29. CONTRACT TERM

The period of the contract shall be for five (5) years from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for one (1) additional five (5) year periods.

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

3.30. NON-APPROPRIATION OF FUNDS

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

3.31. CONTRACT TERMINATION

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

3.32. ADDITION/DELETION

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

3.33. 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.

3.34. GOVERNMENT PURCHASING COUNCIL

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

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

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

GPC LISTING		
City of Plant City Purchasing Manager Drawer C Plant City, FL 33563 813-659-4270 - Telephone 813-659-4216 - Fax	Hillsborough Community College 39 Columbia Drive Tampa, FL 33606 813-253-7060 – Telephone 813-253-7561 – Fax	Tampa Sports Authority 4201 N. Dale Mabry Highway Tampa, FL 33607 813-673-4300 – Telephone 813-673-4312 – Fax
City of Temple Terrace P.O. Box 16930 Temple Terrace, FL 33687 813-506-6420 – Telephone 813-989-7185 – Fax	Hillsborough County Board of County Commissioners 601 E. Kennedy Blvd., 25th Floor Tampa, FL 33601 Phone: (813) 272-5790 FAX: (813) 272-6290 procurementservices@hillsboroughcounty.org	Tax Collector 601 E. Kennedy Blvd., 14th Floor Tampa, FL 33602 Phone: (813) 307-6222 FAX: (813) 307-6521 www.hillstax.org
Clerk of Circuit Court 601 E. Kennedy Blvd.-13th Floor P.O. Box 1110 Tampa, FL 33601 Phone: (813) 276-8100 Ext.7721 FAX: (813) 272-5521 www.hillsclerk.com	Hillsborough Co. Sheriff's Office P.O. Box 3371 Tampa, FL 33601 813-247-8032 – Telephone 813-242-1825 – Fax	The Children's Board of Hills. County 1002 E. Palm Avenue Tampa, FL 33605 Phone: (813) 229-2884 FAX: (813) 228-8122 www.childrensboard.org

Tampa-Hillsborough County Expressway Authority 1104 East Twiggs St. Suite #300 Tampa, Florida 33602 813-272-6740 – Telephone 813-276-2492 – Fax	State Attorney's Office 800 E. Kennedy Blvd., 5 th Floor Tampa, FL 33602 813-272-5400 – Telephone 813-272-7014 – Fax	University of South Florida Purchasing Services 4202 E Fowler Ave SVC-1072 Tampa, FL 33620 813-971-3340 – Telephone
Hillsborough Area Regional Transit Authority 4305 E. 21 st Street Tampa, FL 33605 813-623-5835 – Telephone 813-664-1119 – Fax	Tampa Port Authority P.O. Box 2192 Tampa, FL 33601 813-905-5164 – Telephone 813-905-5109 – Fax	Property Appraiser 601 E. Kennedy Blvd., 16th Floor Tampa, FL 33602 Phone: (813) 272-6100 FAX: (813) 272-5519 www.hcpafl.org
Hillsborough Co. Aviation Authority P. O. Box 22287 Tampa International Airport Tampa, FL 33622-2287 Phone: (813) 870-8730 FAX: (813) 875-6670 www.tampaairport.com	Supervisor of Elections 601 E. Kennedy Blvd., 16th Floor Tampa, FL 33602 Phone: (813) 276-8274 FAX: (813) 272-7043 www.votehillsborough.org	Tampa Palms Community Dev. Dist. 16311 Tampa Palms Blvd W Tampa, FL 33647 Phone: (813) 977-3933 Fax: (813) 977-6571 www.tpoa.net
Hillsborough County School Board P. O. Box 3408 Tampa, FL 33601-3408 Phone: (813) 272-4329 FAX: (813) 272-4007 www.sdhc.k12.fl.us	City of Tampa Housing Auth. 1514 Union Street Tampa, FL 33607 813-253-0551 – Telephone 813-367-0786 – Fax	

3.35. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

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

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

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

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

3.37. PAYMENT

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

3.38. TAMPA PORT ACCESS

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

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

3.39. MINIMUM WAGE AMENDMENT

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

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

3.40. CONTRACT CHANGES

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

3.41. INVOICING

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

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

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

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

3.42. ASSIGNMENT

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

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

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

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

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

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

3.43. DEFAULT/RE-AWARD

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

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

3.44. NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT

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

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

Successful Proposer understands and agrees that this contract is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered a material breach of this contract. Furthermore, the Successful Proposer herein assures the City that said Successful Proposer will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are

involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

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

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

3.45. FEDERAL REQUIREMENTS

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

1. **DRUG FREE WORKPLACE REQUIREMENTS**

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

2. **EQUAL EMPLOYMENT OPPORTUNITY**

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records,

and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- H. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

3. **DAVIS-BACON ACT**

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

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

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

any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for disbarment as a Contractor and subcontractor as provided in 29 CFR § 5.12.

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

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

Compliance with the Contract Work Hours and Safety Standards Act:

- A. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- C. Withholding for unpaid wages and liquidated damages. The City of Tampa shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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

Clean Air Act

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The Contractor agrees to report each violation to the CITY and Contractor understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Regional Office of the Environmental Protection Agency.

- C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

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

7. SUSPENSION AND DEBARMENT

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

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

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

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

9. ACCESS TO RECORDS

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

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

10. DHS SEAL, LOGO, AND FLAGS

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

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

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

12. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

14. CONFLICT OF INTEREST

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

15. MANDATORY DISCLOSURES

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

16. BYRD ANTI-LOBBYING AMENDMENT

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

4. INSURANCE REQUIREMENTS

4.1. Insurance Requirements

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Successful Proposer/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which is included in this document, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without

any obligation or waiver of its rights) may terminate the Agreement. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

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

4.2. Commercial General Liability (CGL) Insurance

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

4.3. 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).

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CONTENT OF PROPOSALS

5.1. PROPOSER RESPONSIBILITY

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

It is the Proposer's responsibility to provide a full and complete written response that does not require interpretation or clarification by the City Representative. The Proposer is to provide all requested materials, forms, and information. The

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

2. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to fulfill the requirements of the proposal. The proposal submitted is the City's official record and recording of the RFP. Submit electronic copies in Acrobat Adobe PDF format. Pages must be identified with page numbers. File name should not contain special characters. Proposer must wait for confirmation of successful document upload.
If Proposer is declaring any portion of the proposal is Confidential and/or Proprietary a copy of proposal marked "REDACTED" should also be provided to the City with the original following the instructions stated under [GENERAL CONDITIONS](#).

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

5.2. CONTENT

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

IN OPENGOV, THE FOLLOWING ITEMS SHALL BE UPLOADED INTO THE [PROPOSER'S QUESTIONNAIRE, FORMS, AND ACKNOWLEDGEMENTS](#) SECTION:

PROPOSER'S RESPONSE

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

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

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

part of the Proposer; or litigated and determined that the Proposer was in default.

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

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

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

- **Proposal Submittal Checklist,** section 2.23 in the Scope of Services.

5.3. REQUIRED FORMS

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

- **Proposer's Affidavit Form** Complete, submit and have notarized the Proposer's Affirmation form provided. This form must be signed by an authorized representative of the firm.
- **Affidavit of Compliance Form** Complete, submit and have notarized the Affidavit of Compliance with Foreign Countries of Concern Pursuant to Section 287.138, Florida Statutes (2023) form provided in the RFP Package. This form must be signed by an authorized representative of the firm.
- **Sub-Contracting Submittals.** No Successful Proposer shall assign the contract or any rights or obligations thereunder without the written consent of the City.
The Successful Proposer shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless prior written consent to subcontract a greater percentage of the work first obtained by the City. In the event of such approved subcontracting, the Successful Proposer agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:
 - Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - DMI 10
 - Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - DMI 20

These forms must be completed (including signatures) and submitted with all proposals. Submittals that do not contain these completed forms may be deemed "non-responsive". Instructions on completing the forms are included after each form in this RFP package. Subcontractor shall be defined as a business enterprise, firm, partnership, corporation, consultant, or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

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

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

5.4. REQUIRED CERTIFICATIONS

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

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

5.5. COMPENSATION

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

6. EVALUATION

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Financial Proposal Refer to attachment titled Proposal Submittal Checklist. Refer to Section 2.23 Proposal Submission Requirements and Documentation in the Scope of Services.	Points Based	20 (20% of Total)
2.	Proposer's Qualifications & Industry Experience Refer to attachment titled Proposal Submittal Checklist. Refer to Section 2.23 Proposal Submission Requirements and Documentation in the Scope of Services.	Points Based	25 (25% of Total)
3.	Responsiveness to the Scope of Services Refer to attachment titled Proposal Submittal Checklist. Refer to Section 2.23 Proposal Submission Requirements and Documentation in the Scope of Services.	Points Based	40 (40% of Total)
4.	SLBE Participation	Points Based	15 (15% of Total)

7. PROPOSER'S QUESTIONNAIRE, FORMS, AND ACKNOWLEDGEMENTS

1. Authorized Representative's Information*

Please include the following information regarding your Authorized Representative:

- Name
- Title

- Mailing Address
- Telephone Number
- Email Address

*Response required

2. Type of Organization*

How is your business organized?

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

*Response required

3. Business License*

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

- ☐ Yes
- ☐ No

*Response required

When equals "Yes"

3.1. License Number*

Enter your Florida Business License Number here.

*Response required

When equals "Yes"

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

*Response required

4. Public Record Declaration or Claim of Exemption*

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

Do you claim any exemptions from the public records laws?

- ☐ Yes
- ☐ No

*Response required

When equals "Yes"

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

Upload a redacted copy of your submittal.

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

*Response required

5. Conflict(s) of Interest*

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

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

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

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

Do you need to disclose any Conflicts of Interest?

☐ Yes

☐ No

*Response required

When equals "Yes"

5.1. Conflict(s) of Interest*

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

*Response required

6. Response to Proposal*

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

*Response required

7. Sub-Contracting Submittals*

Please download the below documents.

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

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

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

*Response required

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

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

*Response required

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

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

*Response required

10. Proposal Confirmation*

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

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

☐ Please confirm

*Response required

11. Have you taken a look at all the attachments provided?*

☐ Yes

☐ No

*Response required

12. Document Uploads (refer to the Proposer Submittal Checklist and Section 2.23 of the Scope of Services).*
Please upload your bid proposal documents here.

*Response required

13. PROPOSER'S AFFIDAVIT*

Please download the below documents, complete, and upload.

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

*Response required

14. Upload State and Local Questions/Answers (in Scope of Work section 2.23 Proposer Submission Requirements and Documentation).*

*Response required

15. Price Proposal*

*Response required