



4201 N. DALE MABRY HIGHWAY
TAMPA, FLORIDA 33607

RFP #20-03

**24 HOUR BUILDING SECURITY
RAYMOND JAMES STADIUM**

MANDATORY PRE-PROPOSAL TELE-CONFERENCE:

TUESDAY, FEBRUARY 16, 2021 AT 10AM

BID DUE DATE:

MONDAY, MARCH 1, 2021 AT 10AM

DECEMBER 2020

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Tampa Sports Authority
Purchasing Department
4201 N. Dale Mabry Highway
Tampa, Florida 33607

Telephone: (813) 350-6500
Fax #: (813) 350-6611

PROCUREMENT SUMMARY AND REGISTRATION

In order to receive notice of any changes or addenda to these documents, you must register using this form. Please mail, email or fax the completed form to the Purchasing Department as soon as possible.

Document Number: RFP #20-03

Title: 24 Hour Building Security, Raymond James Stadium

Description: Provide 24-hour building security at Raymond James Stadium

Proposal Submittal Deadline: Monday, March 1, 2021 not later than 10am
Tampa Sports Authority
Raymond James Stadium
4201 N. Dale Mabry Highway
Tampa, FL 33607

Mandatory Pre-Bid/Proposal
Tele-Conference: Tuesday, February 16, 2021 at 10am

For additional information, contact: Deltecia Jones
Procurement Manager
Telephone: (813) 350-6511
E-Mail: djones@tampasportsauthority.com

Special Instructions: To hand deliver bids, enter Entrance B/C off Himes Avenue through security entrance.

PROPOSER REGISTRATION MAIL or EMAIL THIS FORM BACK IMMEDIATELY djones@tampasportsauthority.com	
Use this form to register as a potential responder or proposer for this procurement. Only registered vendors will be mailed courtesy notices of changes or addenda to these procurement documents. Carefully complete this form and mail or email it to the Procurement Department. You must submit one form for each company that you are registering for. FAILURE TO INCLUDE AN ADDENDUM IN YOUR BID MAY RESULT IN THE REJECTION OF YOUR BID.	
Company Name:	_____
Contact Person:	_____
Mailing Address:	_____
City:	_____
State/ZIP:	_____
Email:	_____
Phone: (_____) _____	Fax: (_____) _____

GENERAL INFORMATION AND CONDITIONS

RFP #: 20-03

TITLE: 24 HOUR BUILDING SECURITY, RAYMOND JAMES STADIUM

MANDATORY PRE-PROPSAL

TELE-CONFERENCE: TUESDAY, FEBRUARY 16, 2021 AT 10AM

RESPONSE DUE DATE/

TIME/LOCATION: PROCUREMENT DEPARTMENT, 4201 N. DALE MABRY HIGHWAY
TAMPA, FL 33607 NOT LATER THAN 10AM MONDAY, MARCH 1, 2021

SECTION 1 – GENERAL CONDITIONS

1.0 **PURPOSE:**

- A. As directed by the Governing Board of the Tampa Sports Authority, the TSA has issued this solicitation in order to find a highly qualified security company to perform 24-hour building security operations for Tampa Sports Authority at Raymond James Stadium.
- B. Tampa Sports Authority's objective is to find a qualified security company to perform duties set forth in the Request for Proposal (RFP).

2.0 **BACKGROUND OF THE TAMPA SPORTS AUTHORITY:**

The Tampa Sports Authority is an independent special district that was created by Chapter 65-2307, as superseded by Chapter 96-520, Laws of Florida, for the purpose of constructing and managing sports and recreational facilities in Hillsborough County. The Authority's vision is to provide economic development and enhance the quality of life through sports and recreation. The Authority has no taxing powers, but rather acts as an enterprise fund utilizing user-fees to subsidize its operating costs. As a result, all of its major capital construction projects, from the original Tampa Stadium, Golf Courses, Amalie Arena, Legends Field, and Raymond James Stadium have been accomplished by working closely with the approval and financial support of Hillsborough County and the City of Tampa. The Authority's approved annual financial audits and budgets can be found at www.tampasportsauthority.com.

3.0 **PRE-PROPOSAL TELE-CONFERENCE (MANDATORY):**

A Mandatory Pre-Bid Tele-Conference is scheduled for Tuesday, February 16, 2021 at 10am. The conference will be held on MS Teams. Teams can be accessed via the following link and/or phone number: Microsoft Teams meeting website. Call in (audio only) dial 813-379-2016 and enter conference ID 393514479#.

NOTE: Site visits are allowed and must be pre-scheduled by contacting David Moss (dmoss@tampasportsauthority.com) or 813-350-6505 and/or Brandon Flynn (BFlynn@tampasportsauthority.com) or 813-350-6503 prior to the bid due date.

4.0 DELIVERY OF RESPONSES:

- (a) The delivery of the RESPONSE to the Tampa Sports Authority's Procurement Department, prior to the deadline, is solely and strictly the responsibility of the Proposer. The deadline for delivery of all Responses is **MONDAY, MARCH 1, 2021 NOT LATER THAN 10AM** Box/Packaging must be marked **"SEALED RESPONSE FOR 24 HOUR BUILDING SECURITY"**. All Responses will be delivered to the TAMPA SPORTS AUTHORITY, 4201 N. Dale Mabry Highway, Tampa, Florida 33607. (Raymond James Stadium, Entrance B/C off Himes Avenue). The Tampa Sports Authority Purchasing Department will not be responsible for delays caused by any delivery services that may be used. The Proposer is hereby directed to cause delivery of their Response prior to the bid opening time. The Response delivery time will be scrupulously observed. Any Response received after 10AM ON Monday, March 1, 2021 shall not be considered. THERE WILL NOT BE A "FORMAL" RESPONSE OPENING FOR THIS PROJECT.
- (b) Electronic or faxed bids will not be considered.
- (c) For informational purposes, the Respondent is advised that the United States Postal Service or even Express Mail Services may not deliver your Response in a timely manner. Proposers are cautioned to plan necessary delivery time accordingly.

5.0 REQUESTS FOR INTERPRETATION/QUESTIONS - ADDENDUM:

No substantive interpretation of this RFP will be made to any Proposer orally. Every request for such interpretation must be in writing, addressed to the Tampa Sports Authority, Attn: Stephen Reed, Event Coordinator, 4201 N. Dale Mabry Highway, Tampa, Florida 33607. Email requests for interpretation will be accepted for this project. The email to send questions to is djones@tampasportsauthority.com . To be considered, such a request should be received not later than **Friday, February 19, 2021 by 1:00p.m.** Any such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be sent to all vendors that registered for this RFP at least three (3) days prior to the date fixed for the opening of Responses. Failure of any Proposer to receive any such addendum or interpretation shall not relieve said Responder from any obligations contained within this RFP. All addenda so issued shall become part of the Contract documents.

6.0 COSTS OF PREPARATION:

The cost of preparing a Response to the RFP shall be borne entirely by the Proposer.

7.0 RFP RESULTS:

Preliminary results will be available after the Tampa Sports Authority Evaluation Committee meets to rank the Responses. The ranking will be submitted to the Finance Committee for review and the Finance Committee will make a recommendation to the TSA Board for approval. Final results will be mailed or email to all registered Responders.

8.0 TENTATIVE SCHEDULE:

(a)	Advertisement dates	Sunday, Jan. 10 th & Jan. 17 th – Saint Petersburg Times Monday, Jan. 11 th –Website (www.tampasportsauthority.com) Monday, Jan. 11 th – NAACP Email Blast/SMA Post Wednesday, Jan. 13 th – Florida Sentinel Bulletin Friday, Jan. 22 nd – LaGaceta Friday, Jan. 22 nd – Business Observer
(b)	RFPs released	Monday, Jan. 11 th 2021 at 10:00 am
(c)	Mandatory Pre-Proposal Conf.	Tuesday, February 16 ^h at 10:00am
(d)	Last day for questions	Friday, February 19 th by 1:00 p.m.
(e)	Proposal due date/time	Monday, March 1 st , 2021 by 10am
(f)	Shortlist Meeting (open)	Wednesday, March 10 th , 2021 at 9am
(g)	Interviews	March 16-18, 2021 (Times to be determined)
(h)	Final Ranking Meeting (open)	Friday, March 19, 2021 at 2:00 p.m.
(i)	Finance Committee Meeting	Tuesday, March 23, 2021 at 10:30 a.m.
(j)	TSA Board Meeting	Tuesday, March 30, 2021 at 4pm

9.0 REJECTION OF RESPONSES:

The Tampa Sports Authority reserves the right to reject any or all Responses; to re-advertise this RFP; to postpone or cancel this process; to waive irregularities in the RFP process or in the Responses thereto; and to change or modify the RFP schedule at any time.

10.0 BINDING OFFER:

A Proposer's submittal will be considered a binding offer to perform the required services, assuming all terms are negotiated satisfactorily. The submission of a Response shall be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this RFP.

Responses may be withdrawn on written or telegraphic request dispatched by the Proposer in time for delivery prior to the time fixed for the opening of Responses. Negligence on the part of the Responder in preparing the Response confers no right of withdrawal or modification of the Response, after the Response has been opened at the appointed time and place, by the Tampa Sports Authority. Any such withdrawn Response shall not be resubmitted. Responses will be in force for a period of ninety (90) days after the opening date.

11.0 APPLICABLE FLORIDA STATUTES:

In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by other applicable State and Federal Laws, all Responders should be aware that this RFP and all the Responses thereto are in the public domain and are available for public inspection.

The Responders are requested, however, to identify specifically any information contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exemption law.

All proposals received in Response to this RFP will become the property of the Tampa Sports Authority and will not be returned.

12.0 AVAILABILITY OF PERSONNEL:

Personnel described in the Response shall be available to perform the services as described. All personnel shall be considered to be, at all times, the employees, or agents of the Proposer, and not employees or agents of the Tampa Sports Authority.

13.0 OWNERSHIP OF DOCUMENTS:

In the event of an award, all documents resulting from this project will become the sole property of the Tampa Sports Authority.

14.0 CONTRACT EFFECTIVE DATE TERMS:

The term of this contract shall be a three (3) year period beginning May 1, 2021 through April 30, 2024 with the option of (2) one-year renewal periods beginning on May 1, 2024 ending April 30, 2025 and May 1, 2025 ending April 30, 2026.

15.0 INSURANCE REQUIREMENTS:

Before starting and until acceptance of the work by the Tampa Sports Authority, the Proposer shall procure and maintain insurance of the types and the limits specified within this proposal.

16.0 ASSIGNMENT OF CONTRACT:

The selected Proposer may not make any assignments of their obligations resulting from this RFP without the prior written authorization of the Tampa Sports Authority.

17.0 ASSIGNMENT AND SUB-LETTING:

No assignment of the contract or any right occurring under this contract shall be made in whole or part by the Proposer without the express written consent of the Authority's Board of Directors. In the event of any assignment, the assignee shall assume the liability of the Proposer.

The Proposer submitting its proposal understands the contract is one entire individual contract for the performance of all the services required thereunder and is not separable.

The Proposer's full and complete payment for such services is the price for 24 Hour Building Security Services at Raymond James Stadium.

18.0 NON-EXCLUSIVITY OF CONTRACT:

The selected Proposer understands and agrees that any resulting contractual relationship is non-exclusive, and the Tampa Sports Authority reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the Tampa Sports Authority.

19.0 PUBLIC ENTITY CRIMES STATEMENT:

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public

building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two (2) for a period of 36 months from the date of being placed on the convicted vendor list.

Any such person, affiliate, or corporation wishing to propose on this RFP must include a current statement pursuant to Section 287.133 (1) Florida Statutes, on public entity crimes.

The Tampa Sports Authority may make inquiries regarding alleged convictions or public entity crimes. The failure of a Responder to promptly supply information in connection with an inquiry or the failure to comply with the requirement contained within this section will cause the rejection of any submitted bid, offer, Response, or proposal, at the sole discretion of the Tampa Sports Authority.

20.0 INDEMNIFICATION: (PATENT OR COPYRIGHT)

The selected Proposer shall indemnify and hold harmless, and defend the Tampa Sports Authority and the Board of Directors, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorney's fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Proposer during or after completion of the work. These obligations shall survive acceptance of any goods and/or performance and payment therefore by the Tampa Sports Authority.

21.0 INDEMNIFICATION: (GENERAL LIABILITY)

The selected Proposer shall indemnify, hold harmless, and defend the Tampa Sports Authority and the Board of Directors, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands expenses or actions, either at law or in equity, including court costs and attorney's fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss on monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the Proposer, or anyone performing any act required of Proposer in connection with performance of the Contract awarded pursuant to this RFP. These obligations shall survive acceptance of any goods, services, and/or performance and payment therefore by the Tampa Sports Authority.

22.0 RESPONSE FORMAT AND CONTENT:

Parties who choose to not respond to the RFP should complete the Statement of No Bid and return via email to djones@tampasportsauthority.com or fax to 813-350-6611.

Proposers who choose to respond are advised to carefully follow the instructions as listed below, in order to be considered fully responsive to the RFP.

Cover Page - The Response should provide an appropriate "Letter of Interest" cover page that:

- States the RFP Document number and complete RFP Title.
- Contains the Proposer's Name, mailing address and location address, telephone number, facsimile number, and the name of the Proposer's contact person and, if different from that of the Proposer, the contact person's mailing and location address, telephone, and facsimile number.
- Contains a paragraph stating the Proposer's interest in being considered for the project and identifying members of its team.

Table of Contents

Schedule 1 – Pre-Requisites

A. Major Venue/Public Assembly Experience

1. Company must be able to demonstrate they have provided 24 Hour security services to a major complex or public assembly facility of similar size and scope as Raymond James Stadium.

B. Each Proposer must provide a Current set of Audited Financials– Marked "CONFIDENTIAL"

Each Proposer must provide one of the following to establish its financial ability to provide the services set forth herein.

1. An audited balance sheet evidencing an Owners/Shareholder's Equity of a recent date of not less than \$500,000, cash or cash equivalents of no less than \$100,000, and a Current Ratio (Total Current Assets divided by Total Current Liabilities) of no less than 1.0; or
2. An unconditional guaranty of Proposer's performance under the Agreement contemplated herein issued by an affiliate of the Proposer, together with a balance sheet meeting the requirements of 1 above.
3. A commitment to provide and maintain a performance bond issued by a surety reasonably acceptable to the Authority in an amount equal to one hundred percent (100%) of the contract sum guaranteeing the Proposer's performance under the agreement contemplated herein throughout the term of the engagement.

Notwithstanding the foregoing, the Authority reserves the right in its sole discretion to consider other evidence of a Proposer's financial ability to perform its obligations under the agreement contemplated herein.

Schedule 2 – Management Plan

A. Organization and Management

1. Corporate and local organizational Chart showing responsibilities of the positions listed

2. Corporate staffing plan including non-billable support staff that will be utilized in daily operations including recruitment, hiring and training of staff.
3. Location of offices (corporate, branch, local and stadium)

B. Proposer's Business History/Experience

1. Provide description of your company, including brief history and length of time Proposer has been in the 24-Hour Building Security Services business
2. Comparable contracts currently performing or has performed. Provide at least five (5) customer references, including contract duration and customer(s) point of contact
3. Information on similar accounts lost in the last 5 years. Provide reason for loss, point of contact information including name and phone number.
4. Information on any lawsuits filed against the company in the last five (5) years

C. Site Supervisor Experience

1. Resume
2. Role of Site Supervisor

D. Approach to Hiring Qualified and Experienced Staff

1. Recruitment methods and procedures outlined
2. Hiring practices outlined (interviews, background screening, termination practices, performance evaluations and disciplinary practices)
3. Method for maintaining employee records
4. Provide employee base pay rate for each type of position
5. Employee retention/incentive practices outlined including benefits supplied to employees
6. Method to ensure Authority's staffing levels are fulfilled at all times

E. Training/Management Programs

1. Detailed description of training sessions, including but not limited to, initial orientations, site orientations, yearly review training and scenario testing. Each description should include length of training sessions, location of training and other materials
2. List of training facilitator(s) for sessions listed above including qualifications of each facilitator(s)
3. Describe your corporate safety program, including safety training, results of the program, frequency of training and program documentation
4. Method for maintaining various certifications (site-specific training, Florida Class D unarmed security license, Florida Class G armed security license, etc.)

F. The Technical Plan must at a minimum, address the following.

1. Job Descriptions
 - a. Site Supervisor
 - b. Command Center Operator
 - c. Sign-In Staff
 - d. Guard House (Vehicle Entry)

- e. Rover
 - 2. Post Orders
 - a. Provide sample of Proposer's post orders for facility of a similar size and scope
 - 3. Address the availability of qualified staff and equipment necessary to perform the work under this contract.
- G. Transition Plan
- 1. Describe your approach for accomplishing the orderly assumption of 24-Hour Building Security at Raymond James Stadium. Describe in detail how you will interface with Authority Management and the current service provider during the transition
 - 2. Provide an organizational chart for your Transition Team and their roles and responsibilities.
 - 3. Assuming an award date of February 2, 2021 and a start date of March 1, 2021 provide a timeline of activities including but not limited to site assessment, equipment deliveries, hiring, training etc.

Schedule 3 – Price Proposal

- A. The cost proposal information shall be submitted on the cost proposal sheet on page 25.

Schedule 4 – Disadvantaged Minority/Disadvantaged Woman Business Enterprise (DM/DWBE/S-DV/LGBTQ)

Disadvantaged Minority / Disadvantaged Women Business Enterprise (DM/DWBE/S-DV/LGBTQ): Qualified companies may receive up to a maximum of five (5) bonus points for MBE participation. The term "DM/DWBE/S-DV/LGBTQ " shall mean a business that is certified as a *bona fide* DM/DWBE/S-DV/LGBTQ with Hillsborough County or has been granted reciprocal certification by Hillsborough County. Provisional Reciprocal Certification shall be granted for one (1) six (6) month period to companies which are principally domiciled in the State of Florida and certified by other jurisdictions within the State. When requesting bonus points, companies shall include a copy of the certification letter issued to the DM/DWBE/S-DV/LGBTQ being utilized by the certifying governmental agency. It will be the responsibility of the proposing company to furnish all the necessary information and documentation to the COUNTY in order to receive bonus points. Bonus points will be assigned based on DM/DWBE/S-DV/LGBTQ participation as outlined below:

- (1) The request for bonus points shall be made on the proposing company's letterhead and must include the following:
 - (a) The RFP number and project name;
 - (b) The name of the company(s) to be utilized, and
 - (c) The percentage of fees that will be subcontracted to that company. Please note, the percentage must be at least 10%;
 - (d) A commitment from the proposing company stating that a minimum of 10% of its ultimate fees will be subcontracted to that WMBE/DM/DWBE/SBE/S-DV/LGBTQ.
- (2) The following items should be attached to the above letter:

- (a) A letter of intent from the WMBE/DM/DWBE/SBE/S-DV/LGBTQ on its letterhead stating its intent to perform the services and the scope of work signed by its Chief Operating Officer. This letter must reference the project;
- (b) A copy of the WMBE/DM/DWBE/SBE/S-DV/LGBTQ current certification or the current registration.

Schedule 5 – Additional Forms

- a. Complete, sign and submit a completed copy of the RFP Checklist (Ref. Page 48);
- b. Complete and submit Declaration and Proposal Guarantee Form (Ref. Page 32);
- c. Complete and submit the Acknowledgment of Proposer, if a Corporation or Acknowledgement of Proposer, if a Partnership or Individual Form (if applicable (Ref. Page 33));
- d. Complete and submit the Acknowledgment of Principal if a Corporation Form (if applicable) (Ref. Page 34));
- e. Complete and submit the Legal Status of Proposer Form (Ref. Page 35);
- f. Complete and submit the Proposal Qualification/Reference Form (Ref. Page 36);
- g. Complete and submit the Sworn Statement under Section 105.08. Tampa Sports Authority Code on Disclosure of Relationships form (Ref. Page 37-38);
- h. Complete and submit the Public Entity Crimes Statement form (Ref. Page 39-40);
- i. Submit your Certificate of Insurance (Ref. Page 41-42);
- j. Complete and submit the Acknowledgment of Addenda (if applicable form (Ref. Page 43));
- k. Complete and submit the Preferences to Businesses with Drug-Free Workplace Programs under Section 287.087, Florida Statutes (Ref. Page 44);

Format - The Response should be submitted on 8-1/2 inch by 11-inch pages. Each page should be typewritten and single spaced. Text of the original should be presented single-sided on each separate page. Duplicate copies can be reproduced double-sided, if desired. Each Response section should be tabbed to comply with the sections of this document and include consecutively numbered pages.

Number of Copies - The Response shall include one (1) unbound original, five (5) bound copies and one (1) thumb drive with a pdf version of the RFP Response.

Signature - All Responses must be manually and duly signed by an authorized officer, principal, or partner (as applicable).

Forms - Complete and submit the Required Forms.

Responses - Proposers must become fully familiar with the Tampa Sports Authority’s Requirements as contained within this RFP. Additionally, Proposers must provide Responses to all questions and requests for information as contained within this document.

NOTE: FAILURE TO COMPLY WITH ANY OF THESE REQUIREMENTS MAY RESULT IN DENIAL OF THE REQUESTED BONUS POINTS.

23.0 RFP PROCESS:

It is the Tampa Sports Authority’s intention to solicit Responses from potentially qualified Proposers; to evaluate their Responses; to require oral presentations (where necessary or if desired); to negotiate terms,

including price; and to award a contract for services upon successful negotiation of a satisfactory contract. At the option of the Tampa Sports Authority, negotiations may include discussion of fees and other charges, insurance requirements, and any other negotiable terms and conditions.

The Tampa Sports Authority will evaluate all Responses received by the submittal date as set forth in this RFP, or as amended by addendum, on the basis of the criteria stated herein.

The Tampa Sports Authority reserves the right to request additional information and clarification of any information submitted, including any omission from the original Response. Additionally, the Evaluation Committee reserves the right to waive any informalities or irregularities in any Response and to reject any and/or all Responses, at its sole discretion.

In order to achieve maximum scores, the Proposers must demonstrate to the Tampa Sports Authority's Evaluation Committee that they are fully capable, staffed, and qualified to provide the services required by the RFP. Fully qualified Proposers (and/or their project team assigned to this project) will have the qualifications (knowledge, education, training, expertise, and skills), experience (documentation, successful, and relevant) and local presence necessary to meet the requirements of the RFP. Determination of the Proposers best qualified and experienced to perform this RFP will be determined by the Tampa Sports Authority's Evaluation Committee in its sole opinion.

It is the objective of the Tampa Sports Authority to award a contract to the Proposer whose Response is judged, through the evaluation and negotiation process, to be in the best interest of the Tampa Sports Authority.

The evaluation committee will short-list up to four (4) proposers deemed most responsive to the RFP. Oral presentations will be scheduled for the short-listed proposers. The individual each proposer intends to designate as their Site Supervisor at Raymond James Stadium shall be present at the oral presentation to be interviewed by the selection committee. Following the oral presentation, the evaluation committee will rank up to four (4) proposers in order of preference to submit to the Authority's Finance Committee. The Finance Committee will review the evaluation committee's ranking and will make a recommendation to the Authority's Board for approval.

Upon final ranking by the Tampa Sports Authority's Board of the most qualified and capable Company, the Tampa Sports Authority will begin negotiation of a contract with that Company. Should the Tampa Sports Authority be unable to negotiate a satisfactory contract with the top-ranked company, negotiations shall be formally terminated with that company and the Tampa Sports Authority shall commence negotiations with the next highest-ranked company until a company is selected. Negotiations will include discussion of fees and other charges, insurance requirements (see below) and any other negotiable terms and conditions of the contract.

24.0 DISQUALIFICATION:

The Tampa Sports Authority reserves the right to disqualify Responses before or after opening, upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Proposer.

The Tampa Sports Authority may consider any Response informal that is not prepared and submitted in accordance with the provisions of this RFP and may waive any informalities or irregularities in any Response, or reject any and all Responses, at its sole discretion.

The Tampa Sports Authority reserves the right to reject, at its sole discretion, any Response if the evidence submitted by the Responder or an investigation of the qualifications and/or experience of the Proposer fails to satisfy the Tampa Sports Authority's Evaluation Committee that such Proposer is sufficiently qualified or experienced to carry out the obligations as required in this RFP. The Tampa Sports Authority also reserves the right to reject all Responses to the RFP, at its sole discretion.

25.0 USE OF STATE CONTRACTS OR GOVERNMENTAL PURCHASING COUNCIL:

The Tampa Sports Authority reserves the right to utilize applicable State of Florida Contracts or Governmental Purchasing Council Bids for any items covered by this specification when the use of same is in the best interest of the Tampa Sports Authority.

Additionally, the submission of any Response to this RFP constitutes a Response for the Governmental Purchasing Council of Hillsborough County, made under the same terms and conditions, and for the same effective period, to all public entities in Hillsborough County, Florida. Reference Laws of the State of Florida 69-1112 and 69-1119.

Any Hillsborough County public entity may elect to utilize this selected Proposer at their option. All Hillsborough County public entities will negotiate their own agreement and coordinate the requirements with the successful Proposer. The Tampa Sports Authority will not be responsible for any transactions between the successful Proposer and any other Hillsborough County public entities that may elect to utilize this Response. All terms, prices and conditions of this RFP will apply between the Proposer and any other Hillsborough County public entity utilizing this Response. As a condition of using the successful Proposer(s) from this RFP, the Public Entity and Proposer(s) shall hold the Tampa Sports Authority harmless from any claims or lawsuits that may arise.

26.0 PROTEST PROCEDURE:

Submitters wishing to protest a procurement action or decision of the Authority relating to any procurement must follow the Authority's Protest Procedures, a copy of which may be obtained from the Purchasing Department at djones@tampasportsauthority.com. Failure to follow said procedures will result in the denial of any protest. Submitters shall refrain from any communication with Board members during the pendency of any protest.

27.0 TERMINATION CLAUSE:

This Contract may be terminated, in whole or in part, by the Tampa Sports Authority with or without cause, upon written notice to the Proposer 30 days prior to termination. The Proposer shall be paid for services rendered to the TSA's satisfaction through the date of termination.

TSA reserves the right to terminate this Agreement with 30 days written notice if:

- a. Proposer is determined by the Authority to be in breach of any of the terms and conditions of this Agreement;
- b. The Authority has determined that such termination will be in the best interest of the Authority to terminate this Agreement for its own convenience; or
- c. Funds are not available for this service. The Authority's obligation is contingent upon the availability of appropriated funds.

28.0 DEFAULT OF CONTRACT:

In case of default by Proposer, the Authority may procure the items or services from other sources and hold the Proposer responsible for any excess costs occasioned or incurred thereby.

29.0 ADDENDA:

If, with respect to this Request for Proposal, any addenda are issued, they will be sent by US Mail to all prospective proposers who obtained this Request for Proposals. However, it shall be the responsibility of each proposer to ensure that they obtain all addenda and attach same to their proposal.

30.0 EXCEPTIONS:

Any deviations from the terms, conditions, or specifications in any part of this RFP must be clearly pointed out and incorporated; however, such statement shall not relieve the Proposer from meeting RFP requirements. In the absence of such statements, the TSA will assume that all items offered are in strict compliance with the RFP specifications and the successful proposer will be held responsible for such compliance.

31.0 OMISSIONS, ERRORS & DISCREPENSIES:

Failure or omission of any responder to receive or examine any form, instrument, or other documents shall in no way relieve any Proposer from any obligation with respect to this proposal or the evidence of compliance with this proposal.

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the Authority's Purchasing Department. Should it be found necessary, a written addendum will be incorporated in the RFP and will become part of the Proposal/Contract. The Authority will not be responsible for any oral instructions, clarifications, or other communications.

32.0 ACCEPTANCE OF OFFER:

The signed proposal shall be considered an offer on the part of the Proposer. Such offer shall be deemed accepted upon execution of the Agreement.

33.0 AWARD WITHOUT DISCUSSION:

The Authority may award the Contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

34.0 AWARD OF CONTRACT/AGREEMENT:

An award shall be made to the responsible Proposer whose proposal is determined, in writing, to be the most advantageous to the Authority, taking into consideration price and the evaluation factors set forth in the RFP. However, the final determination will not focus on the weight of the specific criteria. Rather, upon determining those entities that meet the minimum qualifications, the Authority will look at each qualifying company's credentials and pricing structure as a whole in determining the best possible provider for the services rendered.

35.0 EEOC/WMBE/DM/DWBE/SBE/S-DV/LGBTQ:

The Authority is an equal employment opportunity employer and encourages the firms and contractors with whom it does business to likewise follow these principles. WMBE/DM/DWBE/SBE/S-DV/LGBTQ businesses will be afforded full opportunity to submit bids in response to this Bid and will not be discriminated against on the grounds of race, color, creed, sex, or natural origin in consideration for an award.

36.0 LICENSES AND PERMITS:

In the performance of these services, Proposer will fully comply with all the laws and regulations of all State, Federal, County, City and/or other governmental authorities and agencies as required by reason of these services or duties to be performed hereunder. Proposer will hold Authority harmless from any liability which may be imposed upon Authority by reason of any alleged violation of the law by Proposer, or for failure to pay taxes or secure necessary licenses or permits.

37.0. BID SECURITY:

- A. Each bid must be accompanied by (1) cash, (2) a Cashier's or Certified Check of the Bidder, made payable to the Owner, or (3) a bidder's bond on the Bid Bond Form provided herein in an amount not less than 5% of his bid. For purposes of this provision, the amount of the bid shall be the Base Bid. The bidder's bond shall be issued by a surety company licensed to conduct business in Florida, which is on the approved U.S. Treasury List, which obtained an A+ rating by the latest Best Insurance Guide and which is otherwise acceptable to the Owner.
- B. Said bid security is given as a guarantee that the Bidder will enter into a contract if awarded the work and, in the case of refusal or failure to so enter into said contract, the security shall be declared forfeited to the Owner. Such security shall be returned to all but the three lowest Bidders within three days after the opening of bids and the remaining security will be returned within 48 hours after the Owner and the successful Bidder have executed the Contract. If no Contract has been awarded or the bidder has not been notified of the acceptance of his bid, within forty-five (45) days of the bid opening, the Bidder may withdraw his bid and request the return of his bid security. If, at the Owner's or Design Professional's request, the Bidder agrees to extend and maintain his bid beyond the specified 45 days, his bid security will not be returned. Bidder hereby agrees that all Bid prices are firm, fixed prices which the Owner may accept up to 45 days from Bid opening.

38.0 LIQUIDATED DAMAGES:

The Successful Bidder, upon his failure or refusal to execute the Contract within SEVEN (7) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner the security deposited with his bid, as liquidated damages for such failure or refusal.

39.0 AUTHORIZED/LICENSED TO CONDUCT BUSINESS IN THE STATE OF FLORIDA:

Foreign corporations and foreign limited partnerships must be authorized to do business in the State of Florida and must contact the Florida Secretary of State to obtain authorization by the proposal due date.

**Florida Secretary of State
Tallahassee, FL 32399-0797
850- 487-6091**

If the business being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:

**Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
850- 487-9501**

40.0 DAMAGE:

In the event any materials, equipment, or other property of the Authority shall be lost, damaged, or destroyed by personnel furnished by the Proposer, Proposer shall, at its own expense, promptly repair or replace it to the complete satisfaction of the Authority. Damages must be repaired/corrected within 30 calendar days from the date damage was done to the Authority's property.

41.0 ATTACHMENT TO RFP SUBMITTAL – CONFIDENTIAL MATERIAL:

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Request for Proposals, **RFP #20-03 – Confidential Material**". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

42.0 COPYRIGHTED MATERIAL:

Copyrighted material will be accepted as part of a technical proposal only if accompanied by a waiver that will allow the Authority to make paper and electronic copies necessary for the use of Authority staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

43.0 SUNSHINE MEETING LAW EXEMPTIONS (Pursuant to section 286.113, F.S.):

The following meetings are closed to the public; however, the Authority will make recordings of these meetings available to the public 30 days after opening of bids or replies, whichever occurs first;

- a) Meetings where vendors make oral presentations or answer questions as part of a competitive solicitation;
- b) Meetings of a TSA evaluation, grading or negotiating team to discuss negotiation strategy;
- c) Negotiation sessions with vendors.

44.0 DUTY UNDER PUBLIC RECORDS LAW

IF THE CONTRACTED RESPONDENT (“CONTRACTOR”) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT, THE CUSTODIAN OF PUBLIC RECORDS at 4201 N. DALE MABRY HWY, TAMPA, FLORIDA 33607. (813) 350-6515 PUBLICRECORDS@TAMPASPORTSAUTHORITY.COM

Contractor shall comply with applicable public records laws and shall:

- a. Keep and maintain public records required by the Authority to perform the service required under this Contract.
- b. Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the contractor does not transfer the records to the Authority.
- d. Upon completion of the Contract, transfer, at no cost, to the Authority all public records in possession of the Contractor or keep and maintain public records required by the Authority to perform the service. If the Contractor transfers all public records to the Authority upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.
- f. A request to inspect or copy public records relating to this contract must be made directly to the Authority. If the Authority does not possess the requested records, it shall immediately notify Contractor of the request, and Contractor must provide the records to the Authority or allow the records to be inspected or copied within a reasonable time.
- g. If Contractor does not comply with the Authority's request for records, the Authority shall enforce these contract provisions in accordance with the Contract.
- h. If Contractor fails to provide requested public records to the Authority within a reasonable time, Contractor may be subject to penalties under Section 119.10, Florida Statutes.

45.0. CHANGE ORDERS/ADJUSTMENTS:

The Authority may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work or add to the Work within the general scope of the Contract specifications in order to complete the said work.

46.0 WAGE ADJUSTMENT:

Rate changes for this contract will be determined by the annually published Florida Minimum Wage rate calculation effective January 1st of each year by the Florida Department of Economic Opportunity. The annual Florida Minimum Wage rate calculation is based on the percentage increase in the federal Consumer Price Index for Urban Wage Earners and Clerical Workers in the South Region for the 12-month period prior to September 1 each calendar year. The resulting percentage change will be applied annually on January 1st of each calendar year the contract remains in force.

NOTE: The rate adjustment does not apply to the Site Supervisor

47.0 MODIFICATION OR WITHDRAWAL OF OFFER:

An offer may not be modified, withdrawn, or canceled by the Proposer for 90 days following the time and date designated for the opening of proposals (except when requested by the Authority for clarification, presentation or best and final offers) and the Proposer so agrees by submitting its proposal.

Proposers may request withdrawal of a posted, sealed Proposal prior to the scheduled opening time provided the withdrawal request is submitted to the Purchasing Department in writing via email or in person.

48.0 ADVERTISING:

In submitting a proposal, Proposer agrees not to use the results as a part of any advertising.

49.0 RESPONSIVENESS OF PROPOSERS:

A responsive proposal is an offer to perform the scope of services called for in this Request for Proposal in accordance with all requirements of this Request for Proposal. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A Proposal may be found to be irregular or non-responsive

by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite, or ambiguous proposals, improper and/or undated signatures and Proposers who fail to meet all pre-requisites.

50.0 EX PARTE COMMUNICATION:

In order to ensure fair evaluation of proposals/bids, ex parte communication initiated by Proposers is prohibited from the time the Responses are opened until the final decision has been made. No Proposer may initiate communication with any City Council Member, County Commissioner or any Tampa Sports Authority director, board member, official, staff, consultant, or employee who is participating in the evaluation process. Any and all communication initiated by a Proposer after the Responses are opened must be in writing to:

Deltecia Jones, Procurement Manager, Purchasing Department
4201 N. Dale Mabry Highway, Tampa, FL 33607
Email: djones@tampasportsauthority.com

The Evaluation Committee/Staff member may, however, initiate communication with any Proposer in order to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex parte

communication initiated by a Responder may disqualify that Proposer from consideration for this or future Invitations to Bid.

51.0 QUESTIONS:

The final day for asking questions regarding this RFP is **Friday, February 19, 2021** not later than 1:00pm. All questions must be submitted, in writing, via email to djones@tampasportsauthority.com.

SECTION 2 - QUALIFICATIONS AND REQUIREMENTS:

52.0 QUALIFICATION OF PROPOSERS:

The Authority will determine whether the Proposer is qualified to perform the services being contracted based upon their Proposal demonstrating satisfactory experience and capability in the work area. The Proposer shall identify necessary experienced personnel and facilities to support the activities associated with this Proposal.

53.0 QUALIFICATIONS OF KEY PERSONNEL:

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the specifications. Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise accepted by the Authority. Where State of Florida registration or certification is deemed appropriate, a copy of the registration or certificate should be included in the proposal package.

54.0 REVIEW OF FACILITIES AND QUALIFICATIONS:

After the proposal due date and prior to contract execution, the Authority reserves the right to perform or have performed an on-site review of the Proposer's facilities and qualifications. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the

Proposer has an adequate, qualified, and experienced staff, and can provide overall management facilities. The review may also serve to verify whether the Proposer has financial capability adequate to meet the contract requirements. Should the Authority determine that the proposal has material misrepresentations or that the size or nature of the Proposer's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Authority has the right to reject the proposal.

55.0 EMPLOYMENT REQUIREMENTS:

Proposer will screen all employees and require satisfactory personal references, fingerprinting and other appropriate measures to determine that employees are of good character. All security officer personnel shall have a Class D unarmed license. Proposer, if requested, should be able to provide security officer personnel that hold a Class G armed license (hereinafter referred to as "license") as required by the laws of the State of Florida.

56.0 EVALUATION CRITERIA:

The Evaluation committee will review and evaluate all responses on the basis of the information provided and other evaluation criteria set forth in this RFP. The committee reserves the right to request additional

information and clarifications of any information submitted in response to this RFP, including any omission from the original response. All Proposers will be treated equally with regards to this item.

EVALUATION CRITERIA:

An Evaluation Committee will consist of the Authority’s Director of Event Services, Security & Parking Manager, and an Event Manager. The committee will also utilize the Authority’s Vice President of Stadium Operations (as needed) in an advisory capacity. The committee reserves the right to request additional information and clarification of any information submitted in Response to this RFP, including any omission from the original Response.

The Responses will be short-listed based on the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
A. Respondents qualifications, experience, and the experience of key personnel responsible for building security.	35
B. Responses to client references (reputation, professionalism) and local availability (presence, allocation of resources to this contract).	20
C. Proposed Cost to Authority	25
D. The Respondent’s understanding of and approach to the work to be performed for the Tampa Sports Authority.	10
E. Overall responsiveness to RFP.	10
SUB TOTAL POINTS: 100	

F. Disadvantaged Minority / Disadvantaged Women Business Enterprise Participation:

Certification Statement	Points
The applicant firm has issued a signed letter of commitment certified that a minimum of 10% of its ultimate fees will be subcontracted to certified DM/DWBE(s), which is/are identified in the request for bonus points.	5% of maximum awardable points

MAXIMUM BONUS POINTS: 5

TOTAL POINTS: 105

For the final ranking the Evaluation Committee will determine the final scoring criteria after the short-list period, they may choose to include points for the RFP responses or may choose to evaluate their final ranking based solely upon the interview phase of the process (if such interviews are scheduled).

SECTION 3 - SPECIAL CONDITIONS:

57.0 **NO LIENS:**

Proposer shall not suffer any liens to be filed against any Authority, City of Tampa, or Hillsborough County property by reason of any work, labor, services or materials performed at or furnished to Authority property, to Proposer, or to anyone using Authority property through or under Proposer. Nothing contained in this Agreement shall be construed as consent on the part of the Authority to subject Authority property or any part thereof to any lien or liability under any Laws.

58.0 NO WAIVER:

No provision of this Agreement will be deemed waived unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the Authority's consent respecting any action by Proposer shall not constitute a waiver of the requirement for obtaining the Authority's consent respecting any subsequent action.

59.0 PERFORMANCE:

Proposer shall be responsible for performing the work necessary to meet Authority standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work, and complying with all federal and state laws, and all ordinances and codes of the Authority relating to such work.

60.0 SAFETY STANDARDS:

Proposer shall be responsible for ensuring that personnel assigned to the Contract follow all established safety regulations pertaining to the work to be performed per OSHA and/or Authority standards.

61.0 UNAUTHORIZED PERSONNEL:

The Proposer's employees are not to be accompanied in their work areas on Authority premises by acquaintances, family members, or any other person unless said individual is an authorized Proposer employee. The Tampa Sports Authority prohibits teenagers, minors, or children from working in Authority-owned buildings under this Agreement. All employees of the Proposer must be eighteen (18) years of age or older.

62.0 USE OF AUTHORITY PROPERTY, FACILITIES AND EQUIPMENT:

The Proposer shall not use Authority facilities, property, or equipment, including computers, copy machines, telephones, fax machines, calculators, and other items for personal or company business. The Authority telephones shall be used only for medical emergencies or to call Authority representative(s). If used, a notice of use shall be provided to the Authority Representative when no Authority employees are on-site.

63.0 LOCKS, KEYS & GARAGE DOOR OPENERS:

Access to Authority facilities shall be in accordance with instructions, keys and/or security cards issued or provided by the Authority representative. Access may include special instruction about security systems installed at facilities. The Proposer shall take all reasonable precautions to ensure that security of the facilities and internal equipment, furnishings and other items are maintained at all times.

The Proposer shall be responsible for the series of keys assigned to it and shall assign these keys to its personnel for use in maintaining the facility. The Proposer shall be responsible for the proper use and safe keeping of all keys issued by the Authority to the Proposer.

When leaving the facility, the Proposer's staff shall ensure that all external windows and doors are closed and secured. If the Proposer's staff fails to properly secure the facility, the Authority will deduct any resulting fees and/or the cost of Authority staff time required to correct the situation from the Authority's monthly payment.

The Proposer shall report all lost or stolen keys to the Authority representative within twenty-four (24) hours after discovery of the loss. The Proposer shall reimburse the Authority for the total cost, as determined by the Authority, of re-keying the facility or duplicating additional keys.

The Proposer shall report all lost, stolen, or damaged garage door openers to the Authority representative within 24 hours. The Proposer shall reimburse the Authority for the cost of additional garage door openers after being issued the initial two (2) remotes/openers.

Upon expiration or termination of the Contract, the Proposer shall immediately return all keys, cards, remote controls, etc., to the Authority.

64.0 RELATIONSHIP OF PARTIES:

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture between the Authority and Proposer. It is understood and agreed that nothing contained herein, nor any acts of the Authority or Proposer, shall be deemed to create any relationship other than the relationship of independent contractors and principals of their own accounts.

Neither Proposer nor its employees shall be the employees of the Authority under the meaning or application of any Laws, including but not limited to unemployment insurance or workers' compensation. Proposer shall assume all liabilities and obligations imposed by any such Laws with respect to its employees. Proposer and its employees shall have no authority to act as the agent of the Authority and shall not hold itself out as such.

65.0 BLANKET PURCHASE AGREEMENT:

A blanket purchase agreement will be issued by the Purchasing Department for the term of this Agreement. Proposer shall reference the blanket purchase agreement number on each invoice submitted to the Authority for payment.

66.0 PROPOSER'S RESPONSIBILITY:

Before submitting proposals, Proposers shall carefully examine the site of the proposed work and the various means of approach and access; make all necessary investigations to inform themselves as to all difficulties involved in the completion of all work under this Agreement in accordance with its requirements.

It will be assumed that the Proposer has made necessary review and investigation to determine conditions that may be encountered in performing the services as required by these specifications and be considered as evidence of compliance with the above. The Authority will in no case be responsible for any loss or unanticipated cost to the Proposer that may result from the Proposer's failure to do so.

67.0 CONTRACT:

The successful Proposer will be expected to enter into a written contract (approved by the Authority's attorneys) for the performance of these services. The contract will be based on the following special

conditions/requirements as well as this entire RFP's requirements and conditions. (Note: Additional requirements may be determined)

A. Tampa Sports Authority's Rights of Review and Approval over the following:

1. Quality of Personnel

- a. Appearance
- b. Standards
- c. Training

2. Site Supervisor

3. Site Supervisor cannot be removed without prior approval from Authority.

4. Right to remove Site Supervisor or staff with reasonable cause.

B. Staff must be full-time employees of the Proposer

C. Proposer shall provide staffing as requested by the Senior VP of Stadium Operations or designee.

D. Authority shall have final approval over staffing levels. Authority may request additional staff or require deductions in staff based on Authority's needs.

E. Employee Sign In - Proposer shall provide the Authority with detailed weekly sign-in sheets for all shifts worked by the Proposer.

F. Proposer shall employ only personnel that have been fully and properly trained to perform 24-Hour Security at Authority's facility.

G. Proposer shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to their employees as may be necessary, including removal of employees from service. Proposers shall employ only competent and orderly employees who will keep themselves neat and clean and accord courteous and competent treatment and service to all patrons. Proposer shall remove from service any employee whose service had been unsatisfactory when requested to do so by Authority.

H. Authority shall provide maximum notice possible to Proposer on any variance to staffing levels. Proposer shall be able to provide full staffing requirements within 48 hours' notice from Authority.

I. Proposer shall submit a complete operating and incident report within twenty-four (24) hours after servicing any incident to the Security Manager and Senior VP of Stadium Operations or designee. Proposer will certify the accuracy of the report.

- J. A report of any stadium maintenance issue observed by any employee of the Proposer must be turned in to the Site Supervisor at the end of employee's shift. The Site Supervisor will issue a copy of the report to the security manager as soon as possible.
- K. Proposer shall provide various reports and invoices to the Authority. The format and frequency of reporting and invoicing will be mutually agreed upon by Authority and Proposer.
- L. A walkthrough of the site must be pre-scheduled by contacting TSA staff (David Moss or Brandon Flynn) prior to the bid due date.
- M. Proposer shall be solely responsible for the payment of all wages, salaries, and all other amounts due employees, and shall be responsible for the payment of all federal, state, and local employment taxes to include all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment and any group insurance coverage or similar matters.
- N. At no time shall Proposer, or its employees, permit free access to anyone not scheduled to work at event(s) that day. Any Proposer's employees that are attending events as a spectator must park in designated guest/spectator parking and shall not be allowed to use employee parking.
- O. Proposer agrees that there shall be no discrimination against any person with respect to opportunity for employment on the basis of national origin, age, sex, race, religion or disability and agrees to comply with all applicable state and federal laws relating to employment practices.
- P. All 24-Hour Security personnel shall be certified in CPR and defibrillator training.
- Q. A Site Supervisor will be expected to hold office hours on-site Monday thru Friday from 7:00 am to 4:00pm. on a yearly basis. The Site Supervisor will be expected to attend all certain meetings as listed below unless the Authority approves the Site Supervisor's absence:
 - 1. Monthly Staff Meetings (as requested)
 - 2. Partnering Luncheons (monthly)
 - 3. Weekly BEO meetings
 - 4. Pre event meetings
 - 5. Other meetings as requested by Authority
- R. The agreement may be terminated for cause at any time by the Authority by giving written notice prior to the desired termination date with such notice directed to the main office of the Proposer.
- S. Contract will include an appropriate cross-indemnity provision.
- T. Proposer shall conduct a site assessment of Raymond James Stadium and stadium grounds. The site assessment should be presented to the Senior V. P. of Operations or their designee within 1 month of contract start date.

68.0 Additional items to be provided by Proposer

- A. Communications (System provided by Proposer) & Equipment

1. Approved communications equipment must be supplied with a frequency that the Authority can add to Authority's radios.
2. Proposer will provide radios to all personnel as determined by Authority (approximately 8 radios).
3. Proposer will supply a radio repeater to ensure communication between personnel and Authority.
4. The Proposer will supply all necessary office equipment (i.e., 2 personal computers or laptops with, at a minimum, Windows 10 operating system and Microsoft Office Premium applications, printer, copier, fax machine(s) etc.).
5. The Proposer will be responsible for supplying up to two (2) cellular phones to personnel as determined by Authority for communication between Proposer and Authority.
6. The Proposer will be responsible for all telephone service charges incurred during contract period (i.e., 24 Hour Command and Fire Control Room, fax machines).
7. The Proposer will supply all job-related materials, including, but not limited to:
 - a. Flashlights (if needed)
 - b. Wallet-size laminated training certificates
 - c. Three (3) gas-powered golf carts (in like new condition)
 - d. Weapons for armed security positions

B. Uniforms

1. Uniforms shall be provided by the Proposer at the Proposer's sole cost. All employees of the Proposer shall wear the formal uniform of the Proposer. Proposer is responsible for cleaning/maintenance of uniforms.
2. Proposer shall insure that all personnel wear the approved shirt, shoes and trousers at all times while performing duties on the Authority's premises. The uniform must be neat, clean, and pressed in order to present the best possible image while on duty.
3. The Proposer will, at a minimum, supply two (2) different uniforms that should resemble a police style uniform.
 - a. The uniform for all staff shall consist of a traditional short sleeved collared button-down shirt with pockets or professional style polo shirt with security patches, dress pants. .

C. I. D. Badges

The Proposer is responsible to provide each employee with an I.D. badge and clip. The clip must be of a kind that does not allow the I.D. badge to turn and will be visible at all times (approved by Authority). The Authority's badge maker will produce this I.D. badge and all supplies utilized in producing the I.D. badges will be billed back to the Proposer. Security personnel must wear an I.D. badge in accordance with Section 493.6305 (1).

Note: The Authority must approve all uniform colors and styles. Proposer will be required to submit samples or photographs with their Proposals.

SECTION 4 – SCOPE

69.0 SCOPE OF SERVICES:

Selected Proposer will employ qualified individuals to provide general supervision and enforcement of Raymond James Stadium (hereinafter referred to as "Stadium") policies. Proposer shall provide personnel to secure premises 24 hours per day, 365 days per year. Personnel at Tampa Sports Authority's facility (hereinafter referred to as "Authority") shall include, but not be limited to, Site Supervisor, Shift Supervisor, 24 Hour Armed Security officers and 24-Hour Unarmed Security officers. The duties of these positions include, but are not limited to:

- A. Controlling access onto the Stadium property;
- B. Monitoring admittance of Vehicle and pedestrian access into the Stadium;
- C. Monitoring Stadium property from Martin Luther King to Columbus & from Himes Avenue to North Dale Mabry Hwy.;
- D. Monitoring Closed Circuit Television (hereinafter referred to as "CCTV") and Access Control systems;
- E. Monitoring inside of Stadium;
- F. Vehicle checks at Guard House;
- G. Distribution of visitor's credentials and parking passes
- H. Monitor stadium fire alarm system
- I. Receive, log, and X-Ray all stadium deliveries
- J. Provide daily inspection of fences, gates, and doors to ensure they are closed and/or locked or otherwise properly secured;
- K. Interacting with public and stadium employees in a professional manner;
- L. Prevent trespass on, damage to, or theft of Authority property;
- M. Operate telephones and transmitter/receiver radios and other automated building equipment;
- N. Report any unsafe or dangerous conditions or circumstances to the Senior VP of Stadium Operations or their designee;
- O. Maintain a written and electronic shift log that will be reviewed by personnel during shift change.

Proposer shall recruit, train, supervise, direct, discipline, and if necessary, discharge personnel working on Proposer's behalf for Authority. Employees and service providers will adhere to Authority's practices and policies including grooming standards, drug abuse, smoking, eating, using offensive language, fighting, etc. Proposer shall cause all of its employees and service providers to behave in a friendly, respectable and courteous manner towards all guests, patrons, Authority staff and management.

Stadium policies will be enforced at all times. The proper warnings will be given to the extent of ejection if not followed. Any further confrontation or disturbance will be referred to officers of the Tampa Police Department or deputies of the Hillsborough County Sheriff's Department. Thorough knowledge of the stadium and stadium policies will be the responsibility of the Proposer and all staff employed by the Proposer. Proposers' employees will abide by the Authority's Policies and Procedures and all other procedures as determined by the Authority.

COST PROPOSAL

In compliance with the Request for Proposal, the proposer hereby proposes and agrees to perform the services called for in the Agreement at the prices specified herein. The Services shall be performed in an efficient and diligent manner to the satisfaction of the Authority's authorized representative. Prices must include all applicable Federal, State, County and City taxes, along with profit and overhead and any other expenses including, but not limited to, administrative charges.

All administrative overhead (Site Supervisor, home office, training, equipment, uniforms, insurance, supplies, etc.) should be carried in the hourly rate schedules of the 24-Hour security services personnel. Proposers should note the rate per man hour shall be based on the time personnel are on post until the time they are released from their post. Time required for sign-in or arrival to post is not included in the billable time.

Proposer shall be responsible to schedule employees such that all time is billed at straight time rates as agreed upon. Authority shall not pay overtime for any employee unless specifically requested by Authority and approved in writing in advance.

AUTHORITY'S APPROVED HOLIDAYS ARE:

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day

Labor Day
Veterans Day
Thanksgiving Day
Christmas Day

COST PROPOSAL: 24-HOUR SECURITY AT RAYMOND JAMES STADIUM

The Cost Proposal is representative of the estimated hours per position for the year:

Proposer shall quote a per employee **HOURLY** rate as outlined below:

COMPANY/PROPOSER NAME: _____

COLUMN I Positions	COLUMN II Estimated Regular Hours	COLUMN III Regular Rate of Pay	COLUMN IV Regular Hours Total (Cols. IIxIII)	COLUMN V Estimated Holiday Hours	COLUMN VI Holiday Rate of Pay	COLUMN VII Holiday Hours Total (Cols. VxVI)
Unarmed Security	16,550	\$ _____	\$ _____	625	\$ _____	\$ _____
Armed Security	11,400					
TOTALS			\$ _____			\$ _____
In the box to your right, enter the total for 24-Hour Security Services at Raymond James Stadium which represents the sum of Col. IV and Col. VII.					\$ _____	

COLUMN I Positions	COLUMN II Estimated Event Hours	COLUMN III Regular Rate of Pay	COLUMN IV Regular Hours Total (Cols. IIxIII)	COLUMN V Estimated Holiday Hours	COLUMN VI Holiday Rate of Pay	COLUMN VII Holiday Hours Total (Cols. VxVI)
Unarmed Security	1,250	\$ _____	\$ _____	N/A	N/A	N/A
TOTALS			\$ _____	N/A		N/A
In the box to your right, enter the total for Event-Related Services at Raymond James Stadium which represents the sum of Col. IV and Col. VII.					\$ _____	
GRAND TOTAL					\$ _____	

ESTIMATED YEARLY PERSONNEL & STAFFING HOURS

These numbers below are representative of current staffing numbers used in the past year and subject to change by number of hours, number of positions or number of employees per shift at the request of the Authority.

Shift and Position(s)	Est. Reg. Hours	Est. Days Per Week	Est. Holiday Hours	Est. Number of Weeks	Yearly Total Hours
MORNING SHIFT:					
<u>7 AM - 3 PM:</u>					
Security (Rover/Armed)	8	7	64	52	2,912
Security (Cameras)	8	7	64	52	2,912
<u>7 AM - 5 PM:</u>					
Security (Sign-In)	10	5	80	52	2,600
<u>7 AM - 4 PM:</u>					
Security (Guard House/Armed)	9	5	88	52	2,340
<u>8am-5pm:</u>					
Security (Rover/Unarmed/Dock)	9	5	88	52	2,340
<u>7:30 AM-3:30 PM</u>					
Security (TSA Office/Unarmed)	8	5	0	52	2,080
Subtotal					15,184
DAY SHIFT:					
<u>3 PM - 11 PM</u>					
Security (Rover/Armed)	8	7	64	52	2,912
Security (Cameras)	8	7	64	52	2,912
Subtotal					5,824
NIGHT SHIFT:					
<u>11 PM - 7 AM</u>					
Security (Rover/Armed)	8	7	64	52	2,912

Shift and Position(s)	Est. Reg. Hours	Est. Days Per Week	Est. Holiday Hours	Est. Number of Weeks	Yearly Total Hours
Security (Cameras)	8	7	64	52	2,912
Subtotal					5,824
TOTAL					26,832

DECLARATION AND PROPOSAL GUARANTEE

1. Name of Proposer: _____
(Typed or Printed: Company, Corporation, Business or Individual)
2. Name of Contact Person: _____
3. Our local (to Tampa, Florida) business and mailing address is: _____

4. Our primary business address is: _____

5. Federal I.D. Number: _____
6. Our present business phone number is:(_____) _____
7. Our present fax number is: (_____) _____
8. Our present e-mail address is: _____
9. Our business has been operating under its present name since: _____

The below named Proposer and company declares:

- (a) That the Proposer has contractual capacity, and that no other person, Proposer, or corporation has any interest in this Response.
- (b) That this Response is made without any understanding, agreement, or connection with any other person, Proposer or corporation making a Response for the same purpose and is in all respects fair and without collusion or fraud.
- (c) That the Proposer is not in arrears to the Tampa Sports Authority upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Tampa Sports Authority.
- (d) That no officer or employee or person whose salary is payable in whole or in part from the Tampa Sports Authority Treasury is, shall be, or become interested, directly or indirectly, as surety or otherwise in this Response; in the performance of the contract; for the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.

IN WITNESS WHEREOF, this RESPONSE is hereby signed and sealed as of the date indicated below.

ATTEST: PROPOSER

_____ By: _____ (SEAL)
Witness (Authorized Signature)

_____ By: _____
Witness (Printed Name of Signer)

_____ _____
Date Signed (Title of Signer)

By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions and my company's submitted pricing with regards to this bid agreement.

ACKNOWLEDGMENT OF PROPOSER, IF A CORPORATION

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as _____ of _____, a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation’s Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification

Type of identification produced _____ **(NOTARY’S SEAL)**

ACKNOWLEDGMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the company of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said company, for the uses and purposes therein expressed.

Signature of Company Representative

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification

Type of identification produced _____ **(NOTARY’S SEAL)**

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

(STATE OF FLORIDA)

(COUNTY OF _____)

(CITY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,

by _____ of _____
(Name and Title of Officer) (Name of Principal)

_____ corporation, on behalf of said corporation. He/She is
(State of Corporation)

personally known to me or has produced _____ as identification.
(Type of Identification)

He/She warrants that he/she is authorized by the Board of Directors of said corporation to execute the foregoing instrument.

Signature of Company Representative

NOTARY PUBLIC:

Sign: _____

Print/Type: _____

SEAL

LEGAL STATUS OF PROPOSER

This Proposal is submitted in the name of:

(Print) _____

The undersigned hereby designated below his business address to which all notices, directions or other communications may be served or mailed:

Street _____

City _____ State _____ Zip Code _____

The undersigned hereby declares that he/she has legal status checked below:

- INDIVIDUAL
- INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME
- CO-PARTNERSHIP

The Assumed Name of the Co-Partnership is registered in the County of _____, Florida

- CORPORATION INCORPORATED UNDER THE LAW OF THE STATE OF _____ . The Corporation is:
- LICENSED TO DO BUSINESS IN FLORIDA
- NOT NOW LICENSED TO DO BUSINESS IN FLORIDA

The name, titles, and home address of all persons who are officers or Partners in the organization are as follows:

NAME AND TITLE	HOME ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

Signed and Sealed this _____ day of _____, 20__

By: _____

Printed Name: _____

Title: _____

PROPOSAL QUALIFICATION/REFERENCE FORM

The Proposer shall submit the following minimum information as reference for three (3) similar projects that have been completed successfully by the Proposer in the Southeastern United States within the last five (5) years. Three (3) projects are required to qualify the company to submit a proposal. References will be contacted, and the information supplied will be considered in the award of this contract.

COMPANY/CONTRACT NAME: _____

1. PROJECT: _____ **PROJECT DATE:** _____

ADDRESS: _____

CONTACT:
PERSON: _____ **TITLE:** _____

_____ (PHONE) _____ (EMAIL)

COMPANY/CONTRACT NAME: _____

2. PROJECT: _____ **PROJECT DATE:** _____

ADDRESS: _____

CONTACT:
PERSON: _____ **TITLE:** _____

_____ (PHONE) _____ (EMAIL)

COMPANY/CONTRACT NAME: _____

3. PROJECT: _____ **PROJECT DATE:** _____

ADDRESS: _____

CONTACT:
PERSON: _____ **TITLE:** _____

_____ (PHONE) _____ (EMAIL)

SWORN STATEMENT UNDER SECTION 105.08,
TAMPA SPORTS AUTHORITY CODE ON DISCLOSURE OF RELATIONSHIPS

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has
no FEIN, include the Social Security Number of the individual signing this sworn statement _____
_____.)

3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that an "affiliate" as defined in Section 105.08, Tampa Sports Authority Code, means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a TSA Commissioner or TSA employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any

relationships as defined in section 105.08, Tampa Sports Authority Code, with any TSA Commissioner or TSA employee.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity, have the following relationships with a TSA Commissioner or TSA employee:

Name of Affiliate or entity	Name of TSA Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

SIGN: _____

PRINT: _____

Notary Public, State at large
My Commission Expires:

(Seal)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the

provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to an subscribed before me this _____ day of _____, 20_____

Personally known _____ OR produced identification _____

Type of Identification and Number _____

Notary Public - State of _____ County of _____

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

Notary Seal:

INSURANCE REQUIREMENTS

During the life of this Agreement, the Licensee shall provide, pay for, and maintain with companies satisfactory to the Authority, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the State of Florida and "A" rated by AM Best. **All Liability Policies shall provide that the Tampa Sports Authority, the City of Tampa, and Hillsborough County, and RJS Stadium – A Commercial Condominium are additional insureds** but solely in accordance with and subject to the indemnification provisions set forth herein as to the operations of the Licensee under this Agreement and shall also provide the Severability of Interest Provision. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on forms which are to be approved by The Authority and furnished by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided the Authority if requested on a timely basis.

Thirty (30) days prior written notice by registered or certified mail shall be given the Authority of any cancellation or reduction in the policies' coverage except in the application of the Aggregate Limits Provisions. In the event of a reduction in any Aggregate Limit, the Licensee shall take immediate steps to have it reinstated. If at any time the Authority requests a written statement from the insurance company as to any impairment(s) to the Aggregate Limit, the Licensee shall promptly authorize and have delivered such statement to the Authority. Licensee shall make up any impairment when known to it. The Licensee authorizes the Authority and its Insurance Consultant to confirm all information furnished the Authority, as to its compliance with its insurance carriers. As to the operations of the Licensee, all insurance coverage of the Licensee shall be primary to any insurance or self-insurance program carried by the Authority.

The acceptance of delivery to the Authority of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the Authority that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificate of Insurance are in compliance with the Agreement requirements.

No operations under this Agreement shall commence at the site until the required Certificate of Insurance is received and has been approved by the Authority. Evidence of such insurance approval will be provided to Licensee by the Authority in a Notice to Proceed.

If any General Liability Insurance required herein is to be issued or renewed on a "occurrence" form as opposed to the "claims made" form, the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

All of the required insurance coverage shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein. Thirty (30) days prior written notice by certified or registered mail shall also be given to:

**Tampa Sports Authority
4201 N. Dale Mabry Hwy.
Tampa, Florida 33607**

As to cancellation of any policy and any change that will reduce the insurance coverage required in this Agreement except for the application of the Aggregate Limits Provisions.

Should at any time the Licensee not, in the opinion of the Authority, provide or maintain the insurance coverage required in this Agreement, the Authority may terminate or suspend this Agreement.

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) policies, forms, and endorsements or broader where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the Authority.

1. **Workers' Compensation and Employers' Liability** shall be maintained in force during the term of this Agreement for all employees of Licensee engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The Licensee shall provide proof of coverage which includes a waiver of subrogation in favor of the Authority. The amount of the Workers' Compensation and Employers' Liability Insurance shall not be less than:

Florida Statutory Requirements:	\$500,000 Limit Each Accident
	\$500,000 Limit Disease Aggregate
	\$500,000 Limit Disease Each Employee

Should the Licensee have reason to believe they are exempt or have questions related to Workers' Compensation Liability Insurance, they should visit the State of Florida's Division of Workers' Compensation website at:

<https://www.myfloridacfo.com/Division/wc/employer/Exemptions/default.htm>.

If the Licensee is eligible for an exemption, it must be applied for at address above. A copy of the Certificate must also be provided to the Authority.

2. **Commercial General Liability Insurance** shall be maintained by the Licensee. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for the Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, and Products & Completed Operations Coverage and shall not exclude coverage for the "X" (explosion), "C" (collapse) and "U" (underground) Property Damage Liability exposures. Limits of Coverage shall not be less than:

Bodily Injury, Personal Injury, & Property Damage Liability:

\$1,000,000	Combined Single Limit Each Occurrence and Aggregate
\$1,000,000	Each occurrence and Aggregate for Liability under this Specific Agreement. The Aggregate limits shall be separately applicable to this specific engagement.

Should the Licensee's General Liability Insurance be written or renewed on the Comprehensive General Liability Form, then the limits of coverage required shall not be less than:

Bodily Injury, Personal Injury & Property Damage Liability:

\$1,000,000	Combined Single Limit Each Occurrence
--------------------	--

3. **Automobile Liability Insurance** shall be maintained by the Licensee as to the Ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles to be used for the engagement with limits of not less than:

Bodily Injury & Property Damage Liability:

\$1,000,000	Combined Single Limit Each Occurrence
--------------------	--

ACKNOWLEDGMENT OF ADDENDA (If applicable)

I, _____, on this _____, day of _____, 20____ hereby
acknowledge receipt of any and all Addenda Notices hereby issued in regard to this **RFP #20-03** for
24 Hour Building Security, Raymond James Stadium.

Addenda Numbers Received:

AUTHORIZED SIGNATURE: _____

SIGNATORY'S NAME: _____

SIGNATORY'S TITLE: _____

COMPANY/PROPOSER: _____

PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
UNDER SECTION 287.087, FLORIDA STATUTES

This statement is submitted with **Request for Proposal #20-03, 24 Hour Building Security, RJS.**

1. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the Authority for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
 - a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for specifying the actions that will be taken against employees for violations of such prohibition.
 - b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (A).
 - d. In the statement specified in subsection (A), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
 - e. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
 - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS COMPANY COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

PROPOSER'S SIGNATURE: _____ DATE: _____

HILLSBOROUGH COUNTY GOVERNMENTAL PURCHASING COUNCIL

City of Tampa

306 E. Jackson Street
Tampa, FL 33602
Joan McConnell, Purchasing Director
po24@ci.tampa.fl.us
po15@ci.tampa.fl.us
<http://www.ci.tampa.fl.us>
Phone: (813) 274-8353
Fax: (813) 274-8355

City of Plant City

P.O. Drawer C
Plant City, FL 33564
Martin Wisgerhof, Acting City Manager
Phone: (813) 659-4200
Fax: (813) 659-4232
<http://www.cityofplantcity.org>

City of Temple Terrace

Judy Krutcher, Asst. Purchasing Agent
P.O. Box 16930
Temple Terrace, FL 33687
Phone: (813) 989-7100
Fax: (813) 989-7185
jkrutcher@templeterrace.com

Clerk of the Circuit Court

601 E. Kennedy Blvd. - 13th Floor
P.O. Box 1110
Tampa, FL 33601
Joy Caruso, Buyer (Alternate)
Phone: (813) 276-8100 Ext. 7721
Fax: (813) 272-5521

Expressway Authority

412 E. Madison, Suite 800
Tampa, FL 33602
Shari Callahan
shari@thcea.org
Patrick McCue, Executive Director
Mary Hall, Asst. Director (Alternate)
Phone: (813) 272-6740
Fax: (813) 273-3730

Hills. Area Regional Transit Authority

4305 E. 21st Avenue
Tampa, FL 33605
Sharon Dent, Director
Phone: (813) 623-5835
Fax: (813) 664-1119
Dents@hartline.org

Aviation Authority

P.O. Box 22287
Tampa International Airport
Tampa, FL 33622-2287
Doug Hanlon, Purchasing Manager
Phone: (813) 870-8730

Fax: (813) 875-6670
dhanlon@tampaairport.com

Hillsborough County School Board

P.O. Box 3408
Tampa, FL 33601-3408
Hank Morbach, Principal Buyer (Alternate)
Phone: (813) 272-4030
Fax: (813) 272-4007
hank.morbach@sdhc.k12.fl.us

Hillsborough Community College

39 Columbia Drive
Tampa, FL 33606
Paul Johnson, Purchasing Manager
pjohnson@hcc.cc.fl.us
Vonda Melchior
Melchior@hcc.cc.fl.us
Phone: (813) 253-7060
Fax: (813) 253-7561

Tampa Port Authority Purchasing Dept.

601 E. Kennedy Blvd., 18th Floor
P.O. Box 1110, Tampa, FL 33601-1110
Lula F. "Lu" Banks, Director
Lynne Fillmon, Purchasing Manager
Phone: (813) 272-5790
Fax: (813) 272-6290
FOD: (813) 272-5938
fillmon@hillsboroughcounty.org

Hillsborough County Sheriff's Dept.

P.O. Box 3371
Tampa, FL 33601-3371
J.H. Shillady, Fiscal Mgr.
Phone: (813) 247-8033
Fax: (813) 247-8246
jshillady@hsco.tampa.fl.us

State Attorney's Office

800 E. Kennedy Blvd.
5th Floor
Tampa, FL 33602
Mark Ober
Ober_M@SAO13th.com
Phone: (813) 274-5400
Fax: (813) 272-7014

Property Appraiser

601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Mike Cook, Asst. Deputy Prop. Appr.
Brandon Spicola, Storekeeper (Alternate)
Phone: (813) 276-8831
Fax: (813) 272-5519
custserv@proprr.co.hillsborough.fl.us
<http://propappr.co.hillsborough.fl.us>

Supervisor of Elections

601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Donna Schomer, Purchasing Agent
Phone: (813) 276-8274
Fax: (813) 272-7043
<http://www.votehillsborough.org>

City of Tampa Housing Authority

1514 Union St.
Tampa, FL 33607
Jerome Ryals, Executive Director
Phone: (813) 253-0551
Fax: (813) 251-4522

Tampa Palms Community Dev. District

18311 Tampa Palms Blvd. West
Tampa, FL 33647
Phone: (813) 977-3933
Fax: (813) 977-6571
cddtampa@gte.net

Tampa Port Authority

P.O. Box 2192
1101 Channelside Drive
Tampa, FL 33601
David Webb, Procurement Officer
Phone: (813) 905-5164
Fax: (813) 905-5109
Dwebb@tampaport.com

Tampa Sports Authority

4201 N. Dale Mabry Highway
Tampa, FL 33607
Deltacia Jones, Procurement Mgr.
Phone: (813) 350-6500
Fax: (813) 673-4308
djones@tampasportsauthority.com

Tax Collector

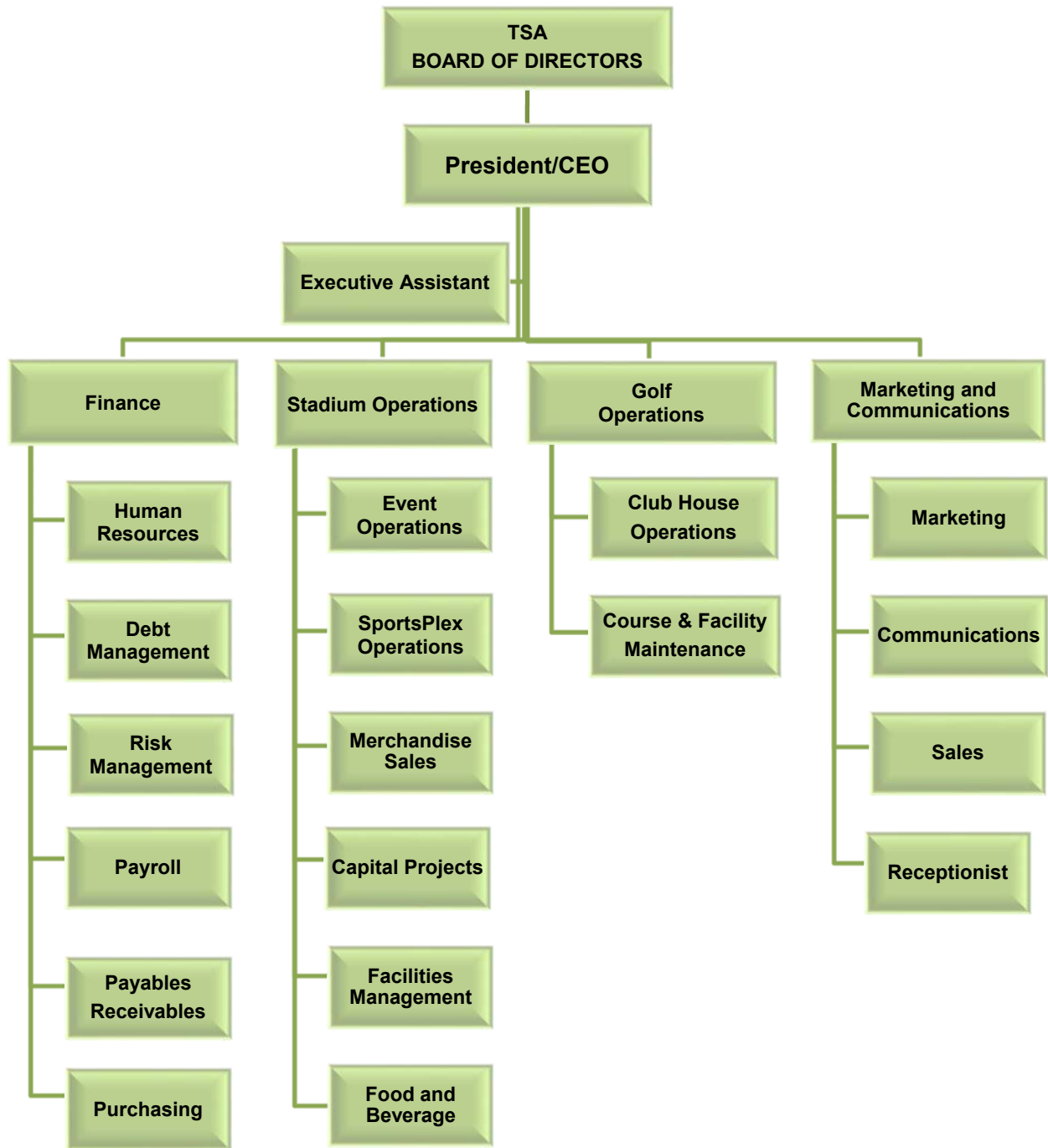
601 E. Kennedy Blvd., 14th Floor
Tampa, FL 33602
Dawn Antinori, Senior Manager
Phone: (813) 307-6222
Fax: (813) 307-6521
antinori@hctc.co.hillsborough.fl.us

The Children's Board of Hills. County

1205 E. 8th Avenue
Tampa, FL 33605
Bill Jones, Sr. Manager
Phone: (813) 229-2884
Fax: (813) 228-8122
bjones@childrensboard.org

Hillsborough County Governmental Purchasing Council bids or proposals may be available to all chartered municipalities, local public agencies, boards, and other authorities existing in Hillsborough County, Florida.

Tampa Sports Authority Organizational Chart



STATEMENT OF NO BID
TAMPA SPORTS AUTHORITY – PROCUREMENT DEPARTMENT
4201 North Dale Mabry, Tampa, FL 33607

RFP Number: **20-03**
Title: **24 Hour Building Security, Raymond James Stadium**

IMPORTANT NOTICE TO VENDORS: If you do not intend to submit a bid/proposal and wish to continue to receive notice of Tampa Sports Authority procurements, please return this "Statement of No Bid" via fax, email or U.S. Mail on the day of or prior to the bid opening.

If you elect not to submit a bid/proposal, please indicate the reason below and either Email this form to: djones@tampasportsauthority.com or Mail this for to the address above.

- We do not offer this product/service or an equivalent
- Our schedule would not permit us to perform
- Insufficient time to respond to solicitation
- Unable to meet specifications
- Specifications not clear
- Unable to meet bond and/or insurance requirements
- Specifications "too tight"/restrictive (i.e. geared to a specific brand or manufacturer)
- Sub-Contractor (submitted bid to General Contractor)
- Other (please explain below):

REMARKS: _____

We understand that if the "No Bid" letter is not executed and returned, our name may be deleted from the list of qualified Proposers for the Tampa Sports Authority.

SIGNATURE: _____ DATE: _____

NAME (PRINTED): _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER: _____ EMAIL: _____

RFP CHECKLIST

Please use this RFP Checklist form to mark off all forms within this RFP package as signed and/or acknowledged.

- Proposer Registration – Page 3
- Cost Proposal – Pages 28-29
- Declaration and Proposal Guarantee – Page 32
- Acknowledgment of Proposer, If a Corporation, Partnership or Individual – Page 33
- Acknowledgment of Principal, If a Corporation (if applicable) – Page 34
- Legal Status of Proposer – Page 35
- Proposer Qualification/Reference Form – Page 36
- Sworn Statement under Section 105.08, Tampa Sports Authority Code on Disclosure of Relationships – Pages 37-38
- Sworn Statement Pursuant to Section 287.133(3)(a), F.S. on Entity Crimes – Pages 39-40
- Certificate of Insurance Requirements – Review Pages 41-42
- Acknowledgment of Addenda, (if applicable) – Page 43
- Preferences to Businesses with Drug-Free Workplace Programs Under Section 287.087, Florida Statutes – Page 44
- Statement of No Bid (Complete this form only if not submitting a bid) –Page 47
- Proposal Checklist – Page 48

*I acknowledge by my signature above that all the above forms
(if applicable) have been included in my bid to the Authority.*

Date

SAMPLE ONLY

SERVICES AND CONSULTING AGREEMENT

Between

Tampa Sports Authority

(hereinafter referred to as "Authority")

Tampa Sports Authority

4201 North Dale Mabry Highway

Tampa Florida 33607

And

_____ (hereinafter referred to as "Consultant")

(address)

This Services/Consulting Agreement ("Agreement") shall be in effect as of _____, 20____ ("Effective Date") and is for the performance of services relating to _____ (insert a very brief description of the work to be done (egg. "inspection of electrical connections", etc.)).

RECITALS

WHEREAS, Authority operates and manages Raymond James Stadium and related facilities in Tampa, Florida; and

WHEREAS, Authority desires to retain Consultant to render services to the Authority as specified below;

NOW, THEREFORE, for good and valuable consideration, the adequacy of which both parties acknowledge, Consultant and Authority agree as follows:

ARTICLE I. RELATIONSHIP. The parties intend that an independent contractor relationship will be created by this Agreement. Authority is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Consultant, who is an independent contractor. Consultant **is not** to be considered an agent or employee of the Authority for any purpose and is not entitled to any of the benefits that Authority provides for its employees. It is understood that Consultant is free to

perform similar services for other parties while under contract with the Authority so long as the requirements of this Agreement are satisfied.

ARTICLE II. SCOPE OF SERVICES.

1. **Services to be performed:** (Insert detailed description of work to be done)

2. **Controlling documents:** The terms of this Agreement and any Addenda hereto govern, in addition to any documents listed below:
 - a. Specifications for TSA Bid/RFP # _____ titled _____
(insert title of bid/proposal)

 - b. Bid proposal and all accompanying documents submitted by _____
(insert name of Consultant)

3. In the event of a conflict or inconsistency between this Agreement and the documents listed under **Article II 2.a. and b.**, the terms and provisions of this Agreement shall prevail.

4. Time is of the essence in the performance of this Agreement.

ARTICLE III. FEES/TERM.

A. Fees: For such services, Authority agrees to pay to Consultant a fee of \$ _____ or insert pay table) for (insert minor description of work to be done/Bid title).

Consultant shall be responsible for all licenses, permits, costs and expenses he/she incurs in the performance of services under this Agreement, including all taxes and assessments resulting therefrom.

B. Term: Unless terminated earlier under other provisions hereof, the term of this Agreement shall extend from the Effective Date until the _____, _____ 2021 or until both parties agree the work is completed and that the Agreement may be terminated. Upon the conclusion of the initial Term, Authority may, at its option, renew or extend this Agreement for _____ additional term(s) of _____ year(s) each. Otherwise, this Agreement may only be extended beyond the initial Term upon the written agreement of both parties.

ARTICLE IV. TERMINATION. This Agreement can be terminated immediately by Authority if at any time the Consultant does not perform the obligations of this Agreement to the satisfaction of the Authority, as determined in the sole discretion of the Authority

ARTICLE V. INDEMNITY AND INSURANCE.

1. Indemnification

- (a).** Consultant shall defend at his or her expense, pay on behalf of hold harmless and indemnify the Authority, it officers, employees, agents, elected and appointed officials, volunteers, RJS Stadium – A Commercial Condominium, Hillsborough County and the City of Tampa (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages whether or not a lawsuit is filed, including, but not limited to, costs, expenses and attorneys’ and experts’ fees at trial and on appeal (collectively, “Claims”) for damage to real or personal property or bodily or personal injuries, including death at any time resulting there from, sustained by any persons or entities, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

 - i. The performance of this Agreement (including amendments thereto) by Consultant; or
 - ii. The failure of Consultant to comply and conform with applicable laws; or
 - iii. Any negligent act or omission of the Consultant, whether or not such negligence is claimed to be either solely that of the Consultant or to be in conjunction with the claimed negligence of others including that of any of the Indemnified Parties; or
 - iv. Any reckless or intentional wrongful act or omission of the Consultant.
- (b).** The provisions of this section are independent of, and will not be limited by, any insurance required to be obtained by Consultant pursuant to this Agreement or otherwise obtained by Consultant and shall survive the expiration or earlier termination of this agreement. Nothing herein waives the provisions and/or limitation of Section 768.25 Florida Statutes.

2. Insurance

- (a).** Consultant shall maintain a insurance policies as required by the contract documents listed in **Article II 2.a. and 2.b.** hereof. If not specified therein,

Consultant shall maintain a comprehensive General Liability Insurance Policy having limits of not less than **\$500,000**.

- (b). Consultant's insurance policies, other than Employers Liability and Workers Compensation, shall name the Indemnified Parties as additional insured, and Consultant/Contractor shall provide the Authority with a certificate of Insurance reflecting all required coverage to the Authority's satisfaction.
- c. Consultants insurance policies shall be by an insurer and in form acceptable to Authority, shall provide that said policies shall be primary as to any policies of self-insurance of the Indemnified Parties and shall waive any rights of subrogation against the Indemnified Parties.

ARTICLE VI. EQUAL EMPLOYMENT/GOVERNING LAW. Authority states that it is an equal employment opportunity employer and that it does not discriminate against any person on the basis of race, color, religion, sex, national origin, or any other classification protected by state or federal law or the ordinance of the City of Tampa.

This Agreement is to be construed in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state courts shall be in Hillsborough County, Tampa Division. Venue for any action brought in Federal Court shall be in the Middle District of Florida, Tampa Division.

ARTICLE VII. WAIVER. No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release or modification of the same. Such a waiver, release or modification is to be affected only through a written modification to this agreement.

ARTICLE VIII. ENTIRE AGREEMENT AND MODICATIONS. This Agreement constitutes the complete agreement of the parties, supersedes all prior agreements pertaining to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise between the parties not embodied in this instrument shall have any force or effect. No amendment or modification to this Agreement shall be valid unless in writing and signed by the Authority and the Consultant.

ARTICLE IX. LICENSES & PERMITS. It is the responsibility of the Consultant to have a current and valid Occupational License and all other licenses and governmental permits required or necessary to perform the Services hereunder and to provide a copy of same to the Authority.

ARTICLE X. NOTICES, DOCUMENT OWNERSHIP, RECORDS AND RETENTION.

1. **Notices:** All notices must be in writing and delivered in person, by certified mail, or by email to the address listed on the front page of this Agreement. Notices shall be deemed delivered upon expiration of five (5) days following the date mailed by certified mail or upon confirmation of delivery by email.
2. **Document ownership:** Any presentations, reports or work papers produced under this Agreement shall be the sole property of Authority and may not be reproduced, used, or copied without the expressed permission of Authority, which permission may be granted or withheld in its sole discretion.
3. **Records and Retention:** The original files and work materials relating to all services performed under this Agreement shall be maintained in a file onsite as designated by the Authority.

ARTICLE XI. SEVERABILITY. Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

ARTICLE XII. DISPUTES/ATTORNEYS FEES. In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

ARTICLE XIII. WAIVER OF JURY TRIAL. **BOTH PARTIES HERETO DO HEREBY KNOWINGLY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY AS TO ANY DISPUTE RELATING TO THIS AGREEMENT.**

ARTICLE XIV. CONTRACT NOT ASSIGNABLE. This Agreement may not be assigned by Consultant without the express written consent of the Authority, granted or withheld in its sole discretion. Further, this Agreement may only be performed by those principals of Consultant who have represented to the Authority that they will perform the essential functions of this Agreement, and no others except as may be approved by the Authority in writing.

ARTICLE XV. CONSULTANT'S DUTY UNDER PUBLIC RECORDS LAW.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@TAMPASPORTSAUTHORITY.COM, (813) 350-6515, or 4201 N. DALE MABRY HWY, TAMPA, FLORIDA 33607.

If Chapter 119.0701, Florida Statutes applies to Consultant, then Consultant shall comply with applicable public records laws and shall:

1. Keep and maintain public records required by the Authority to perform the service required under this Agreement.

2. Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the consultant does not transfer the records to the Authority.

4. Upon completion of the Agreement, transfer, at no cost, to the Authority all public records in possession of the Consultant or keep and maintain public records required by the Authority to perform the service. If the Consultant transfers all public records to the Authority upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.

5. A request to inspect or copy public records relating to this contract must be made directly to the Authority. If the Authority does not possess the requested records, it shall immediately notify Consultant of the request, and Consultant must provide the records to the Authority or allow the records to be inspected or copied within a reasonable time.

6. If Consultant does not comply with the Authority's request for records, the Authority shall enforce these contract provisions in accordance with the Agreement.

7. If Consultant fails to provide requested public records to the Authority within a reasonable time, Consultant may be subject to penalties under Section 119.10, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Tampa, Florida on the dates indicated below.

Eric Hart, President/CEO

Date: _____

Mickey Farrell, Sr. Vice President of Stadium Operations

Date: _____

Approved as to form and legal sufficiency:

Julia Mandell, General Counsel, Tampa Sports Authority

Date: _____

CONTRACTOR (Insert company name)

(legal/authorized rep to sign contracts and title)

Date: _____