



4201 N. DALE MABRY HIGHWAY
TAMPA, FLORIDA 33607

RFP #21-12

GOLF CART & GENERAL EQUIPMENT MAINTENANCE,
REPAIR AND SERVICES FOR ROGERS PARK, ROCKY POINT, AND
BABE ZAHARIAS GOLF COURSE FACILITIES

MANDATORY PRE-PROPOSAL CONFERENCE:

WEDNESDAY, AUGUST 3, 2022 AT 10AM
at Babe Zaharias Golf Course Clubhouse
11412 N. Forest Hills Drive
Tampa, FL 33612

RFP DUE DATE:

TUESDAY, AUGUST 16, 2022
(Not Later Than 10:00 am)

JUNE 2022

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PROCUREMENT SUMMARY AND REGISTRATION

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

Document Number: RFP #21-12

Title: Golf Cart & General Equipment Maintenance, Repair and Service for Rogers Park, Rocky Point and Babe Zaharias Golf Course Facilities

Description: Provide golf cart and other equipment maintenance, repair and service at Tampa Sports Authority's three (3) golf course locations (Rocky Point, Rogers Park, and Babe Zaharias Golf Courses)

Mandatory Pre-Proposal Conference: Wednesday, August 3, 2022 at 10:00 a.m. at Babe Zaharias Golf Course

Proposal Submittal Deadline: Tuesday, August 16, 2022 not later than 10:00 a.m.
Tampa Sports Authority/Raymond James Stadium
4201 N. Dale Mabry Highway
Tampa, FL 33607

Site Visits: To be scheduled with the Director of Golf at each location

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

Special Instructions: To hand deliver RFPs, enter Entrance B/C off Himes Avenue through security entrance at Raymond James Stadium and/or documents can be emailed to bids@tampasportsauthority.com

PROPOSER REGISTRATION

IF INTERESTED, PLEASE EMAIL THIS FORM TO djones@tampasportsauthority.com

Use this form to register as a potential responder or proposer for this procurement. Registered vendors will be notified, via the information submitted below, of changes or addenda issued for this proposal. Complete this form and email it to the email address above. If you are registering more than one (1) company, you must submit separate registration forms for each company. **NOTE: FAILURE TO INCLUDE AN ADDENDUM IN YOUR PROPOSAL MAY RESULT IN THE REJECTION OF YOUR PROPOSAL SUBMITTAL.**

Company Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State/ZIP: _____ Email: _____

Phone: (_____) _____ Fax: (_____) _____

GENERAL TERMS, CONDITIONS AND INFORMATION

RFP #: 21-12

TITLE: Golf Cart & General Equipment Maintenance, Repair and Service for Rogers Park, Rocky Point and Babe Zaharias Golf Course facilities

MANDATORY PRE-PROPOSAL CONFERENCE: Wednesday, August 3, 2022 at 10am at Babe Zaharias Golf Course Clubhouse

RESPONSE DUE DATE/
TIME/LOCATION: Email bids to bids@tampasportsauthority.com or mail/hand deliver to Tampa Sports Authority, Procurement Department, 4201 N. Dale Mabry Hwy., Tampa, FL 33607 not later than 10am on Tuesday, August 16, 2022 (Entrance B/C) off Himes Avenue.

1 **PURPOSE:**

As directed by the Governing Board of the Tampa Sports Authority, the TSA has issued this solicitation to find a highly qualified golf cart and general equipment maintenance, repair and service company to perform services set forth in this Request for Proposal (RFP) at Rocky Point, Rogers Park, and Babe Zaharias Golf Course facilities.

2 **PRE-PROPOSAL CONFERENCE (MANDATORY):**

A Mandatory Pre-Proposal Conference is scheduled for Wednesday, August 3, 2022 at Babe Zaharias Golf Course Clubhouse at 10am. Please plan to be on-time to the conference. Any person/company representative who arrives 10 or more minutes past the start time for the Mandatory Pre-Proposal Conference may not be allowed to attend unless it is deemed by Authority staff to be acceptable. If you are late due to unforeseen circumstances, please notify Purchasing of your intended arrival time by calling Deltacia Jones at 813-205-2499. You must contact the Director of Golf at each golf course to schedule an appointment for a walk-thru and/or site visit after the mandatory Pre-Proposal Conference.

Babe Zaharias golf Course Heidi Njoes 11412 Forest Hills Drive Tampa, FL 33614 813-631-4375	Rocky Point Golf Course Jim Hanks 4151 Dana Shores Drive Tampa, FL 33607 813-673-4317	Rogers Park Golf Course T.J. Heidel 7910 N. 30 th Street Tampa, FL 33610 813-356-1671
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3. **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 Tuesday, August 16, 2022 not later than 10am. Boxes/Packaging must be marked "**RFP 21-12: SEALED RESPONSE FOR GOLF CART & GENERAL EQUIPMENT MAINTENANCE, REPAIR AND SERVICE**". 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 proposal opening time. The Response delivery time will be scrupulously observed. Any Response received after 10am on Tuesday, August 16, 2022 will not be considered.
NOTE: There will not be a "formal" Response opening for this project.

- (b) Electronic proposals will be accepted and can be emailed to bids@tampasportsauthority.com.
- (c) For informational purposes, the Proposer is advised that the U.S. Postal Service and/or Express Mail Services may not deliver your Response in a timely manner. Proposers are cautioned to plan necessary delivery time accordingly.

4. 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: Deltecia Jones, Procurement Manager, 4201 N. Dale Mabry Highway, Tampa, Florida 33607. Email requests for interpretation will be accepted for this project and should be emailed to djones@tampasportsauthority.com not later than **10am on Monday, August 8, 2022**. 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.

5. COSTS OF PREPARATION:

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

6. RFP RESULTS:

Preliminary results will be available after the Tampa Sports Authority Selection 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 emailed to all registered Proposers.

7. TENTATIVE SCHEDULE:

- (a) Advertisement dates Sundays, July 10th & July 17th – Times
Monday, July 11th – Website (www.tampasportsauthority.com)
Monday, July 11th – NAACP Email blast/SMA & DemandStar Post
Friday, July 15th – La Gaceta & Business Observer
Wednesday, July 20th – Florida Sentinel Bulletin
- (b) RFPs released Monday, July 11th after 10am
- (c) Mandatory Pre-Proposal Conf. Wed., August 3rd @ 10am – Babe Zaharias Golf Course Clubhouse
- (d) Last day for questions Monday, August 8th by 10am
- (e) Proposal due date/time Tuesday, August 16th not later than 10am

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|-----|--------------------------------|--|
| (f) | Shortlist Meeting (public) | Tuesday, August 23 rd at 10am |
| (g) | Interviews (closed) | Monday, Aug. 29 th , and Tuesday, Aug. 30 th (Times TBD) |
| (h) | Final Ranking Meeting (public) | Tuesday, September 6 th at 10am |
| (i) | Finance Committee Meeting | TBD |
| (j) | TSA Board Meeting | TBD |

8. 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.

9. 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.

10. 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 Proposers should be aware that this RFP and all the Responses thereto are in the public domain and are available for public inspection.

The Proposers are requested, however, to identify specifically any information contained in their 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.

11. AVAILABILITY OF PERSONNEL:

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

12. 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.

13. CONTRACT EFFECTIVE DATE TERMS:

The term of this contract shall be a three (3) year period beginning **December 1, 2022 through November 30, 2025**. At the sole option of the Authority, there will be one (1), three (3) year renewal option beginning on **December 1, 2025 and ending on November 30, 2028**.

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

All companies 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. The contact information is Florida Secretary of State, Tallahassee, FL 32399. The contact number is 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. The contact number is 850- 487-9501.

15. PUBLIC DISCLOSURE (Pursuant to Florida's Public Records Act, Chapter 119 F, S.):

- a) Sealed bids or replies to competitive solicitations (RFB, RFP, ITB, etc. are NOT subject to public disclosure until the Authority either 1) issues notice of its intended decision or 2) thirty (30) days have passed after opening of the bids or replies; whichever is earlier.
- b) If the Authority rejects all bids and issues notice of an intent to rebid or reissue the competitive solicitation, the bids, replies, etc. submitted to the first (rejected) solicitation are NOT subject to public disclosure until the matter is rebid and TSA issues notice of its intended decision on the reissued bid or until the reissued bid or solicitation is also withdrawn by the Authority. However, this exemption from public disclosure can last no longer in any event more than 12 months from date of the initial rejection of all bids.

16. 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.

17. 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, in person or by facsimile.

18. ADVERTISING:

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

19. 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.

20. EX PARTE COMMUNICATION:

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 or staff, Hillsborough 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
813-350-6611 (Fax) or djones@tampasportsauthority.com

The Selection 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 Proposer may disqualify that Proposer from consideration for this or future Requests for Proposal.

21. INCURRED COSTS:

Tampa Sports Authority is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

22. E-VERIFY COMPLIANCE:

All terms defined in Fla. Stat. § 448.095 are adopted and incorporated into this section. Pursuant to Fla. Stat. §§ 288.061(6) and 448.095(2), Contractor shall enroll in and verify the work eligibility status of all of its newly hired employees using the E-Verify system if it has not already done so as of the date of this Agreement. Contractor is further required to execute an affidavit in the form attached to this Agreement affirming that: (i) it is enrolled and is participating in the E-Verify system, and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Contractor shall provide Tampa Sports Authority with documentation that it has enrolled and is participating in the E-Verify system. This Agreement shall

not take effect until such affidavit is signed by Contractor and delivered to Tampa Sports Authority's authorized representative.

Should a Contractor subcontract for the performance of any work under this Agreement, the Contractor shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) it has enrolled and is participating in the E-Verify system. Contractor shall maintain a copy of such certification for the duration of the term of any subcontract. Contractor shall also deliver a copy of the certification to Tampa Sports Authority within [number of days] of the effective date of the subcontract.

If Contractor, or any subcontractor of Contractor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien, Contractor shall terminate the employment of or contract with the unauthorized alien within [number of days] (the "Cure Period"). Should the Contractor or any subcontractor of Contractor fail to cure within the Cure Period, Tampa Sports Authority has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply should the E-Verify system cease to exist.

23. 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. Proposer shall identify necessary experienced personnel and facilities to support the activities associated with this Proposal.

24. 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.

25. 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.

26. EMPLOYMENT REQUIREMENTS:

Proposer will screen all employees and require satisfactory personal references, fingerprinting and/or other appropriate measures to determine that employees are of good character.

27. 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.

28. 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.

29. 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 of the Authority relating to such work.

30. 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 Hillsborough County EPC, the City of Tampa and/or Authority standards.

31. 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.

32. 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.

33. 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.

34. CONTRACT:

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

35. FORCE MAJEURE:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

36. HOLD HARMLESS:

The Proposer agrees to indemnify, hold harmless, and defend Authority of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims whatsoever for personal injuries or property damage caused by the negligent or deliberate act or omission of the Proposer, its agents, officers, employees, and all other persons as a result of the performance of the services. This includes claims made by the employees of the Proposer against the Tampa Sports Authority and Proposer hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This shall not be construed in any way as a waiving of any immunity the Authority may have under the Doctrine of Sovereign Immunity or of 768.28, Florida Statutes.

37. DRUG-FREE WORKPLACE:

Preference shall be given to businesses with drug-free workplace programs in accordance with Section 287.087, Florida Statutes. 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

proposal 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 Proposers have a drug-free workplace program.

38. DUE DILIGENCE:

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their proposal. The Authority will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and scope of work required to effectively perform under contract. Proposers are expected to examine the conditions, scope of work, special conditions, technical specifications, and all instructions pertaining to services involved. Failure to do so will be at Proposer's risk.

39. TAXES:

The Authority does not pay Federal Excise and Sales Taxes or State Excise and Use Taxes. Tax Exemption Certificate will be provided upon request.

40. DISPUTES AND COMPLAINTS:

All complaints or grievances shall be in accordance with the Tampa Sports Authority policies and procedures.

41. NON-BUDGETED FUNDS:

In the event that sufficient budgeted funds are not available for a new fiscal period, the Authority shall notify the Contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the Authority.

42. ENVIRONMENTAL CONSIDERATIONS:

The Authority supports and encourages initiatives to protect and preserve our environment. The Proposer shall submit as part of any proposal the Proposer's plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Proposer shall also provide a plan for reducing and or handling of any hazardous waste generated by the Proposer. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Proposer's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

43. PUBLIC RECORDS LAW:

Proposer shall treat all documents concerning its contractual obligations under the Agreement as public records and abide by the Florida Laws governing public records (i.e., Sunshine Law). All Public Records requests must be directed to the Custodian of Public Records at publicrecords@tampasportsauthority.com, (813) 350-6515, or 4201 North Dale Mabry Highway, Tampa, Florida 33607.

44. PARTIAL/DUAL BID SUBMITTALS:

If approved by the Authority prior to submittal, Proposers may submit partial bids for one or more items. Tampa Sports Authority reserves the right to award to one (1) or multiple vendors.

45. OTHER AGENCIES (see GPC Listing):

Although the Rocky Point, Rogers Park, and Babe Zaharias Golf Courses have been identified as to the recipient of the services to be provided by the Contractor, the services, prices, terms, and conditions specified in this Contract shall be available to any other Authority property upon request. Such properties include the Tournament Sports/Soccer Complex and Raymond James Stadium.

All Proposers awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Proposer(s).

46. ATTORNEY'S 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 litigation 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.

47. 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.

48. SELECTION PROCESS:

Proposals received at submittal deadline will be reviewed first by the Purchasing Department to determine if each Proposer has submitted the required information and/or met any/all mandatory requirements. Those proposals found to be non-responsive to the basic submittal requirements shall be rejected from further consideration.

Those Proposers fulfilling the basic submittal requirements shall be referred to the Selections Committee for review and further consideration.

The Selection Committee shall meet to rank each Proposer's response. The Proposal rankings shall be the result of each Selection Committee member scoring each firm against the criteria listed herein. The members shall then total the scores for each Proposer and assign a ranking based on their scoring totals. The rank order assigned by each evaluator will be recorded and an overall Committee ranking will be established. The top ranked Proposer(s) will be invited to present to the Selection Committee on a TBD date.

The Selection Committee will determine short-list scoring criteria; at the Committee's discretion such criteria may include a provision for credit for the written RFP responses of the Proposers. The Selection Committee will rank the short-listed Proposers on these oral presentations. The rank order assigned by each evaluator will be recorded and an overall committee ranking will be established. The resulting rankings of the short-list presentations will constitute the Selection Committee's recommendation to the TSA Board of Directors. This recommendation shall be brought before the TSA Board of Directors for their approval in order to commence negotiations.

*Please note additional written information, internal staff analysis and presentations, outside consultants and/or any other information may be requested by the Selection Committee at any time during the selection process in order to help the committee determine the Shortlist and final ranking of firms and/or approaches. The Selection Committee may determine, as the result of additional information, that the impact of this information is significant and shall be accorded as such and may be incorporated into the Shortlist scoring and/or ranking at the discretion of the Committee. Oral presentations and interviews will be conducted on **August 31st & September 1st at a TBD time.***

49. PROPOSAL REQUIREMENTS / RESPONSE FORMAT:

Parties who choose to not respond to the RFP should complete the Statement of No Bid (included herein) and return it via U.S. mail service or via email to djones@tampasportsauthority.com.

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

Proposers are further advised that lengthy or wordy submissions are not necessary.

Proposers shall present their responses to the Request for Proposals in the manner and format listed below, identifying each response by its respective tab numeral.

TAB ITEM

- I. *Management Summary* - The offeror shall provide a cover letter indicating the underlying philosophy of the company in providing the services requested. Offeror shall also provide to the Authority the name and title of its representative(s) who will be responsible to the TSA VP or Director of Golf and who is authorized to act on behalf of the company.

- II. *Proposal* - Describe, in detail, how the requested services will be provided, and address each of the tasks identified in the Scope of Work. Proposals will only be considered from those companies demonstrating historical expertise and experience in such procedure development. Proposers must disclose financial and other resources necessary to perform all the tasks set forth in this RFP. Proposers must demonstrate and document the type of safety and training programs that are practiced.
- III. *Corporate Experience and Capacity* - The offeror shall state the size of the company, the size of the company's staff, the location of the office from which this service shall originate to be performed and the number and nature of the professional staff to be employed in the performance of this service. Also, indicate the number and nature of the staff that will be assigned to each golf course location. Proposals will only be considered from those companies demonstrating historical expertise and experience in such procedure development. If a range of personnel is determined, place along with this RFP the hours proposed to be worked at each location.
- IV. *Qualifications* - The offeror shall submit comprehensive statements and/or resumes of qualifications of all employees involved in the delivery of the proposed services. It is only necessary to list the individuals that are going to be on site on an on-going basis or the company's representative that will be working with the TSA Representative. If the company has a regional manager/project manager that will be the main point of contact for the services proposed, list the amount of time anticipated this individual will be at the various properties and what is his/her involvement will be regarding this project/proposal.
- V. *References* - The offeror shall provide a minimum of three (3) references for contracts of similar size and scope. Include the name of the organization, the length of the contract, a brief summary of the work including contract amounts, and the name and telephone number of a responsible contact person. References should contain only those for similar services. Also, provide any additional references for golf cart and general equipment, repair, and course operations with the same information of any courses within a 100-mile radius both current and past/terminated contracts. If terminated in the past three (3) years, please list the reason why the contract was terminated and if your company is eligible to return to that facility.
- VI. *Pricing* - The offeror shall provide pricing information relative to providing the services outlined herein. Pricing shall include all items stated in the Scope of Work.

Parts Pricing - Pricing for parts is a competitive component of this procurement process and will be taken into consideration during the vendor selection process. Please indicate within your proposal, any percentage discount(s) as well as how parts will be purchased to better suit the Authority.

Note: The Authority may decide at any time during this Agreement that it's in our best interest to purchase parts directly from the manufacturer.

Tampa Sports Authority is not responsible for expenses incurred in preparing and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

- 1) Name of the company.
- 2) Certification that the person signing the proposal is entitled to represent the company, authorized to submit the proposal and pricing data, and authorized to sign a contract with Tampa Sports Authority Board of TSA Commissioners.

- 3) A detailed and comprehensive fee schedule for the services offered; and
- 4) An estimated lump sum for all tasks outlined in the Scope of Work per year.

VII. *Other* - Bid Bond, Sworn Statement, Disadvantaged/Minority Business Statement/Certificate (see description below), Asset List by Asset Number, Miscellaneous.

Disadvantaged Minority / Disadvantaged Women Business Enterprise (DM/DWBE): Qualified companies may receive up to a maximum of five (5) bonus points for DM/DWBE participation. The term "DM/DWBE" shall mean a business that is certified as a *bona fide* DM/DWBE 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 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 participation as outlined below:

- (1) The request for bonus points shall be made on the proposing company's letterhead and must including the following:
 - (a) The RFP number and project name.
 - (b) The name of the company(ies) 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 DM/DWBE or SBE.
- (2) The following items should be attached to the above letter:
 - (a) A letter of intent from the DM/DWBE or SBE 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 DM/DWBE current certification or the SBE's current registration.

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

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.

Number of Copies – If hand-delivered, the Response shall include one thumb drive with a pdf version of your proposal and three (3) hard-bound copies. If emailed, you do not have to provide any of the above; only your emailed version will suffice.

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.

50. **REVIEW AND ASSESSMENT:**

Professional companies will be evaluated on the following criteria. These criteria will be the basis for review of the written proposals, discussions, and interview sessions (if necessary). **Tampa Sports Authority Reserves the Right to Evaluate and Award on the Basis of Initial Proposals without Interview or presentation Sessions.**

- A. Qualifications and experience of the company and assigned staff members.
- B. Understanding of the required services and their respective objectives.
- C. The degree of completeness of response to the specific requirements of the Request for Proposals.
- D. Cost.
- E. The offeror shall be required, before the award of any contract, to show to the complete satisfaction of Tampa Sports Authority that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The offeror may also be required to give a history and references in order to satisfy Tampa Sports Authority with regard to the offeror's qualifications. Tampa Sports Authority may take reasonable investigations deemed necessary and proper to determine the ability of the offeror to perform the work, and the offeror shall furnish to the TSA all information for this purpose that may be requested. The TSA reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the TSA that the offeror is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the offeror's qualifications shall include:
 - 1. The ability, capacity, skill, and financial resources to perform the work or provide the service required.
 - 2. The ability of the offeror to perform the work or provide the service promptly or within the time specified, without delay or interference.
 - 3. The character, integrity, reputation, judgment, experience, and efficiency of the offeror; and
 - 4. The quality of performance of previous contracts or services.

51. **POSTING OF AWARD RECOMMENDATION(S):**

Award recommendation(s) will be posted for review, by interested parties, on the Authority's website (www.tampasportsauthority.com) after staff review and Recommendation for Award has been noted. Award notices will be e-mailed/mailed to all proposers after staff's review and Recommendation for Award has been issued and approved by the Authority's Board of Directors.

52. 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 Selection 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 Proposer must demonstrate to the Tampa Sports Authority's Selection 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 Selection 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.

Based on the information contained in the Responses, and after the Responses are evaluated based on the shortlist criteria, the Selection Committee may interview and will final rank companies based on interview evaluation criteria. The final ranking criteria will be determined by the Selection Committee and may or may not allocate points based upon the ranking of the Proposal in the shortlist phase. The final ranking will be placed in order of selection by the Selection Committee. The final ranked companies will be presented to the Sports Authority Board of Directors where the Board will determine the final selection. The Committee reserves the right to conduct oral interviews of any, all or none of the Proposers.

Upon final selection 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. If the amount of the contract exceeds \$50,000 the Tampa Sports Authority shall require the company receiving the award to execute a truth-in-negotiation certificate.

53. PROPOSAL EVALUATION CRITERIA:

The Selection Committee will review and evaluate all responses based on the information provided and other evaluation criteria set forth in this RFP. The Responses will be short-listed based on the criteria as listed 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.

The following criteria and associated point values are the basic framework for the evaluation of each proposal. Therefore, as the only framework for the evaluation, it is the responsibility and incumbent upon every Proposer to provide through their proposal any/all specific information to the Selection Committee through your written proposal that demonstrates to each Committee Member your firm's ability to perform and provide satisfactory service to the TSA.

The TSA through this RFP document has provided the criteria with associated point ranges and maximums. Each evaluator, therefore, has discretion to assign points in relation to the quality of your written proposal in response to, or the addressing of, each selection of the evaluation criteria.

NOTE: Points assigned by each evaluator are important in that they form the basis for each individual evaluator's order of ranking. Points or point spreads between each firm by each evaluator are not important to the Committee as the decision or recommendation of the Selection Committee will be based on cumulative rank.

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POINT SYSTEM FOR PROPOSAL RANKING WITH ASSOCIATED CRITERIA:

- A. Responsiveness to RFP 0 – 10 Points
Following proposal format, clarity of proposal, ability to Explain complex ideas.
- B. Organization of firm 0 – 10 Points
Size, structure and organization, key personnel committed to project
- C. Demonstrated Experience 0 – 30 Points
Documentation of similar projects performed, references, Government experience, financial/other resources, Environmental programs, Training/safety/quality programs.
- D. Ability To Perform/Management Plan 0 – 25 Points
Line-item budget submittal, staffing, and salary structure, golf cart fleet management plan and ability to specify the specific ideas for each individual club/facility
- E. Total Financial Package 0 – 25 Points

TOTAL POSSIBLE POINTS	100 POINTS
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- F. (DME/WMBE/DM/DWBE/SBE/S-DV/LGBTQ (Maximum Bonus Points)) 5 Points

TOTAL POSSIBLE POINTS INCLUDING BONUS POINTS:	105
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Bonus Point 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

The Selection Committee will determine short-list scoring criteria; at the Committee’s discretion, such criteria may include a provision for credit for the written RFP responses of the Proposers.

54. BEST AND FINAL OFFER (BAFO):

Although negotiations are not required, the Authority may request a best and final offer from one or multiple Proposers to discuss and/or negotiate with Proposers whose proposal scores fall within the competitive range. The object of negotiations is to maximize the ability to obtain the best value. The discussions will be based on the requirements and evaluation factors of the RFP and may include cost, price, and technical approach, past performance and other terms and conditions.

If the Authority requests a Best and Final Offer, after negotiations are complete Proposers will be given the opportunity to submit their best and final offer (BAFO) to the Authority making any changes they wish to

make in their technical proposal and price. The BAFO shall be evaluated in the same manner as the initial offer using the same evaluation criteria in the RFP.

55. CONTRACT PRICE ADJUSTMENTS

Prices must be valid and remain the same for the first (1st) three (3) years of the contract period. Please factor in fuel, labor supplies and personnel adjustments when preparing your proposal.

If the contract period is extended for the additional three (3) year period, either party may propose a cost adjustment at the beginning of the contract extension period, only. Any requests for the cost adjustment for the extension period must be received in writing no less than ninety (90) days prior to the commencement of the contract extension period. The amount of any cost adjustment requested, as well as the staff's experience with the Proposer's service, will be used in the determination of any cost adjustments. Failure of the staff and Proposer to agree to any such cost adjustment shall result in termination of the contract at the end of the first contract period, or at a later date mutually agreed upon.

Request for cost adjustments must be solely for the purpose of adjusting for the Proposer's cost, not profits. The percentage change between the prevailing cost and the requested cost shall be based upon the percentage change between the Consumer Price Index for the Consumer Price Index for All Urban Consumers (CPI-U) for the South, published by the United States Department of Labor, Department of Labor Statistics that was in effect at the beginning of the initial contract period and the one in effect at the time of request for cost adjustment. The resulting pricing shall remain the same for the entirety of the renewal period.

56. SUMMARY:

Tampa Sports Authority's goal has been to become premiere Municipal Golf Courses in the southeast United States. Because of these goals and objectives, the management standards have been set extremely high but allowing management staff to perform within budgetary constraints.

It is felt that these goals and objectives are being achieved under the present system. It is of the utmost importance that these goals and objectives continue to be met under any management program, providing the best possible golfing experience for the residents and visitors to the Tampa Sports Authorities Golf facilities.

The contents of this proposal submitted by the successful contracting firm and this request for proposals will become a part of any contract award as a result of these specifications. The successful Proposer or firm will be expected to sign a contract with Tampa Sports Authority.

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, City of Tampa, Babe Zaharias Golf Course, Rocky Point Golf Course, and Rogers Park Golf Course 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 an "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 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, Pollution, 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
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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

GOVERNMENT PURCHASING COUNCIL (GPC LIST)

City of Plant City

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

City of Temple Terrace

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

Clerk of Circuit Court

601 E. Kennedy Blvd., - 13th Floor
PO Box 1110
Tampa, FL 33601
813-276-8100 Ext. 7721 - Telephone
813-272-5521 – Fax
www.hillsclerk.com

**Tampa-Hillsborough County
Expressway Authority**

1104 E. Twiggs St., Suite #300
Tampa, FL 33602
813-272-6740 – Telephone
813-276-2492 – Fax
Man.le@tampa-xway.com

**Hillsborough Area Regional
Transit Authority**

Melissa Smiley
4305 E. 21st Street
Tampa, FL 33605
813-623-5835 – Telephone
813-664-1119 – Fax
smileym@gohart.org

**Hillsborough County Aviation
Authority**

Tampa International Airport
PO Box 22287
Tampa, FL 33622-2287
813-870-8730 – Telephone
813-875-6670 – Fax
www.tampaairport.com

Hillsborough County School Board

PO Box 3408
Tampa, FL 33601-3408
813-272-4329 – Telephone
813-272-4007 – Fax
www.sdhc.k12.fl.us

Hillsborough Community College

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

**Hillsborough County Board of
County Commissioners**

Scott Stromer, Director
601 E. Kennedy Blvd., 26th Floor
Tampa, FL 33601
813-272-5790 – Telephone
813-272-6290 – Fax
procurementservices@hillsboroughcounty.org

Hillsborough County Sheriff's Office

Christina R. Porter, CFO
PO Box 3371
Tampa, FL 33601
813-247-8032 – Telephone
813-242-1825 – Fax
CRPorter@hcsco.tampa.fl.us

State Attorney's Office

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

Tampa Port Authority

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

Supervisor of Elections

601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
813-276-8274 – Telephone
813-272-7043 – Fax

www.votehillsborough.org

City of Tampa Housing Authority

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

Tampa Sports Authority

Deltecia Jones, Procurement Manager
4201 N. Dale Mabry Hwy.
Tampa, FL 33607
813-350-6500 Ext. 6511 – Telephone
djones@tampasportsauthority.com

Tax Collector

601 E. Kennedy Blvd., 14th Floor
Tampa, FL 33602
813-307-6222 – Telephone
813-307-6521 – Fax
www.hillstax.org

**The Children's Board of
Hillsborough County**

1002 E. Palm Avenue
Tampa, FL 33605
813-229-2884 – Telephone
813-228-8122 – Fax
www.childrensboard.org

University of South Florida

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

Property Appraiser

601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
813-272-6100 – Telephone
813-272-5519 – Fax
www.hcpafl.org

Tampa Palms Community Dev. Dist.

16311 Tampa Palms Blvd. W.
Tampa, FL 33647
813-977-3933 – Telephone
813-977-6571 – Fax
www.tpoa.net

GENERAL TERMS, CONDITIONS & INFORMATION ACKNOWLEDGMENT

As the person authorized to sign the statement, I certify that this firm complies fully with all the above requirements.

Proposer Signature

Date

SCOPE OF WORK AND SPECIAL CONDITIONS

1. 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, Steinbrenner Field, Hillsborough County Sports Complex 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.

2. PURPOSE:

- A. As directed by the Governing Board of the Tampa Sports Authority, the TSA has issued this solicitation in order to consider various options for the operations of Tampa Sports Authority's three (3) golf course equipment service, repair, and maintenance operations.
- B. The TSA's objectives are to:
 - 1. Find a qualified maintenance company to perform duties set forth in the Request for Proposal (RFP).
 - 2. Reduced operating costs without affecting the quality and level of service.

3. INTENT:

The intent of this Request for Proposals ("RFP") is to solicit offers from qualified companies for a multi-year contract for golf cart and general equipment maintenance, repair and service for Rogers Park, Rocky Point and Babe Zaharias Golf Course facilities.

4. SCOPE OF WORK:

Contractor will furnish all labor, materials, and equipment required to maintain, repair and service the golf carts, beverage carts, range pickers and air compressors at Rocky Point Golf Course, Rogers Park Golf Course and Babe Zaharias Golf Course facilities. Services shall include the following:

A. Preventative Maintenance:

Contractor shall provide preventative maintenance per the manufacturer's specifications on all equipment listed (i.e., golf carts, beverage carts, range pickers and air compressors) as well as any additional equipment that may be added during the term of this contract.

B. Fleet Rotation:

Contractor shall provide a fleet rotation system to include a computer label-controlled system to

ensure that cart usage is equal.

C. Repair Service:

Contractor shall provide repairs on all equipment no longer under a warranty (i.e., golf carts, beverage carts, range pickers and air compressors) as well as any additional equipment that may be added during the term of this contract.

D. Warranty Repairs:

Coordinate with manufacturer for all warranty repairs.

E. Charger Repairs:

Provide repairs on all chargers no longer under a warranty.

F. Parts:

Note: Pricing for parts is a competitive component of this procurement process. The Authority can/will take this into consideration when selecting a vendor.

G. Fleet Report

Contractor shall provide the Director of Golf a report on the fleet rotation, parts usage, warranty claims and damage repair for each golf location.

H. Maintenance Records Program:

Contractor shall maintain records on all preventative maintenance and repairs performed for each piece of equipment serviced or repaired.

I. Weekend Service:

Contractor shall provide "on call" service on weekends and holidays.

J. Trash Removal/Cleanup/Storage

Trash and debris removal will be at the Contractor's expense if not disposed of properly. The Contractor is responsible for the removal of all trash from work areas and shall take away or deposit trash in the golf course trash bins. The Contractor will take special care to ensure minimal problems and will properly cleanup all spills (oils and other fluids). No stockpiling of debris will be allowed. The Authority shall provide the Contractor storage for supplies and a workbench at each golf course location.

5. Personnel:

A. The Contractor shall employ qualified personnel skilled in the performance of the golf course equipment maintenance, service, and repairs.

- B. Contractor shall indoctrinate and train all employees in the schedules, philosophies, and public relations concerns of the TSA. Contractor's personnel shall conduct all work operations and dealing with the public in a courteous manner. Each employee shall be trained in the proper method of handling, maintaining, and servicing of golf course equipment.
- C. The Contractor shall maintain a sufficient number of personnel at all times to accomplish, on schedule, all work under this contract. The Contractor shall submit a listing of personnel who will work at the golf course locations.
- D. The schedule of work hours for accomplishment of the services requested in this proposal shall conform to the requirements of the TSA. The schedule of work hours must have the approval of the TSA's representative.
- E. The Authority is not responsible for overtime or holiday pay. The Contractor is responsible for any overtime or holiday pay to its employees.

6. Outside Contractors:

The Authority reserves the right to utilize outside contractors to perform service, maintenance, or repairs on any of its equipment.

7. Contractor Representative:

Contractor shall designate a Project Manager who shall be responsible for the Contractor's overall performance hereunder, and who will, on request of the TSA representative, report any noteworthy, highlighted activities/problems/solutions to the TSA and/or TSA's representative.

8. TSA Representative:

The TSA may designate, in writing, an individual to serve as its representative to monitor the Contractor's method of operation. This representative will be direct liaison between the TSA and Contractor. The TSA Representative may conduct un-announced inspections of the site work and may follow up by a written recommendation of services that need improvement. All areas falling short of the required level will have a written plan of action that is acceptable to the TSA Representative and failure to do so may be a breach of the contractual agreement.

9. Employee Identification:

The Contractor shall make identification available upon request. Contractor and its employees shall dress in a professional manner compliant with the Authority and OSHA safety standards. Contractor and its employees shall dress in a manner representative of the Contractor's organization. The Contractor's employees shall not dress in a manner representative of the Authority or department where work is being performed.

10. Non-Performance:

- A. Contractor shall have a 30-day grace period at the beginning of this Agreement to work with the Director of Golf to gain a thorough understanding of the requirements.
- B. After the initial 30-day period, deficiencies not resolved within two business days will be detailed by the Golf Course Manager and forwarded in a vendor complaint report to the Purchasing Department. The Purchasing Department will notify Contractor in writing of all vendor complaints. Contractor shall reply to the Purchasing Department within five business days with their response and corrective action proposal including time frame of completion. The Golf Course Manager will inspect corrective services on the completion date and advise the Purchasing Department by email if the work has been satisfactorily corrected or detail of any remaining deficiencies.
- C. If deficiencies are not resolved satisfactorily after filing a vendor complaint report, the Purchasing Department will conduct a meeting with the Contractor and the Golf Course Manager, to assess the issues and develop a strategy for resolution. Meetings will be documented in writing.
- D. If Contractor fails to correct deficiencies identified in a vendor complaint report, the Authority may recover the cost incurred to have the work performed by another source. The Purchasing Department will notify Contractor with 48 hours' notice of the intent to have the services performed by another source to allow Contractor an opportunity to correct the deficiency to the Golf Course Manager's satisfaction. All costs for services performed by another source will be deducted from Contractor's next invoice.
- E. In the event Contractor has two or more uncorrected deficiencies in any 30-day period, the Authority may terminate this Agreement with cause and Contractor may be removed from the Authority's proposer's list for up to a two-year period.
- F. In the event Contractor has four or more uncorrected deficiencies in any six-month period, the Authority may terminate this Agreement with cause

11. Invoicing And Payment:

Contractor shall invoice the Authority on a monthly basis. Please indicate in the pricing document. The contractor shall be paid upon submission of properly certified invoices to the Authority or Director of Golf at the prices stipulated on the contract.

The Tampa Sports Authority prefers to pay for these services utilizing a Blanket Purchase Order. Indicate in the pricing document whether you will accept Purchase Orders and company issued checks for payment of submitted invoices. Offeror should note how many days after receipt of invoice, payment must be made and if any discounts are available for early payment. Please keep in mind that we will not process payment until services have been accepted and/or approved.

12. Golf Course Equipment Descriptions:

Tampa Sports Authority is comprised of three (3) 18 hole, daily-fee public golf facilities owned and operated by the Tampa Sports Authority. *The equipment description(s) are listed as follows:*

**BABE ZAHARIAS GOLF COURSE
11412 FOREST HILLS DRIVE
TAMPA, FL 33614**

Golf Carts

Quantity: 70 Each
Model: EZGO TXT Golf Cars
Year: 2016

Beverage Carts

Quantity: 1 Each
Model: Yamaha UMAX2 - Gas
Year: 2019

Air Compressors

Quantity: 1 Each
Model: Husky Pro, 60 Gallon Model #VT631403A (AGM03)
Serial #17/28/1026713
Year: 2010

HISTORY OF BABE ZAHARIAS

In 1926 the golf course that is now affectionately known as "The Babe" was opened in northwest Tampa as Forest Hills Golf and Country Club. There were riding stables located on the south end of the property and a magnificent two-story clubhouse that included a ballroom. The original course layout had only 10 homes scattered around it. Unlike today the golf course meanders its way through a tree lined neighborhood bordered in many cases with homes and roads on both sides of the fairway. In 1949 Mildred Ella "Babe" Didrikson Zaharias purchased the golf course. It's been said that "Babe" actually lived on the second floor of the clubhouse. In 1954 Babe moved into a residence not far from the present clubhouse location. In September of 1956 "Babe" died of cancer in a hospital in Galveston, Texas. Following "Babe's" death the golf course closed. In 1962 the once magnificent clubhouse burned. A contractor from Miami either purchased or wanted to purchase the golf course with the intent of building apartments and condos on golf course property. Fortunately, the City of Tampa did not approve the zoning. It then became overgrown and a haven for motorcycle riders.

Since that time the property has been re-zoned for use as a park or other recreational use. Keeping "Babe's" name, the City of Tampa re-opened the golf course as Babe Zaharias in 1974. Now some 30 years later, "The Babe" has had a makeover. All 18 greens were re-built, and a new irrigation system has been installed. The work was completed on November 19, 2004. Other minor changes to sand traps and tees were also made. With these changes our goal was to continue to offer a golf course that is challenging for all levels of play and still remain the user-friendly course many of you have grown to know and love.

End of Babe Zaharias Description

**ROCKY POINT GOLF COURSE
4151 DANA SHORES DRIVE
TAMPA, FL 33634**

Golf Carts

Quantity: 70 Each
Model: Club Car SF2031964 Tempo Electric
Year: 2022

Beverage Carts

Quantity: 1 Each
Model: Yamaha UMAX2 - Gas
Year: 2019

Range Picker

Quantity: 1 Each
Model: EZ-GO MPT 800G Gas
Year: 2011

Air Compressors

Quantity: 1 Each
Model: Central Pneumatic – Model #69669
Year: 2012

HISTORY OF ROCKY POINT

1911 the Tampa Automobile Club opened for business, making it one of the first golf courses in Florida. In 1942 the club was closed down because of World War II.

The Federal Government turned the club into a part of Drew Field. Barracks were built to hold prisoners of war. In 1953 the Government turned the property over to the City of Tampa for a \$1. Consequently, the City of Tampa leased the course to J.S. Curly Hartman for 25 years. Curly and his wife, Merle were from Mason City, Iowa. Rocky Point Golf Course reopened in June of 1954. Merle took over operations when Curly passed in 1957. In December of 1963 a third nine was added. In 1978, after the lease expired the City of Tampa turned over operations to the Tampa Sports Authority.

In December of 1981, Mayor Bob Martinez leased 40+ acres of Rocky Point Golf Course to Critikon Corporation for 99 years in return for a 1.2-million-dollar redesign. This included the return from 27 holes to 18 holes. The course reopened on March 5, 1983. The new clubhouse was built and opened in July, 1993.

End of Rocky Point Description

**ROGERS PARK GOLF COURSE
7911 N. 30th STREET
TAMPA, FL 33610**

Golf Carts

Quantity: 70 Each
Model: Club Car SF2031964 Tempo Electric
Year: 2022

Beverage Carts

Quantity: 1 Each
Model: Yamaha UMAX2 - Gas
Year: 2018

Range Picker

Quantity: 1 Each
Model: Gator TX - Gas
Year: 2022

Air Compressors

Quantity: 1 Each
Model: Rigid 6 gal. Portable, Electric
Year: 2021

HISTORY OF ROGERS PARK

During the days of segregation Rogers Park was the only picnic area for the African American community in Tampa. The park took the name of its contributor, G.D. Rogers. After church on Sundays many families came to enjoy the swings, slides, baseball diamond, and picnic area. Mayor Curtis Hixon gave permission to a group of caddies from Palma Ceia Country Club to build a nine-hole golf course. The first Head Golf Professional, Willie Black directed his group of volunteers. All of the tree removal and shaping was done by hand. Upon its completion in 1952 the Rogers Park Golf Club was born.

In 1976 the City of Tampa gave management rights to the newly formed Tampa Sports Authority. A \$400,000 renovation project began with Ron Garl as the designer. An irrigation system was installed as well as expanding to another city owned property across the street.

In 2000 the Tampa Sports Authority renovated again. This time a 4-million-dollar renovation was needed. The irrigation system was replaced; the greens were rebuilt to modified USGA specifications. A lot of other landscaping and reshaping of holes was added to enhance the character of Rogers Park Golf Course.

In 2001 a new maintenance compound was completed, and in 2002 a new clubhouse was built.

End of Rogers Park Description

13. EQUIPMENT STORAGE SPACE:

The Authority shall provide the Contractor storage for supplies and a workbench at each golf course location. Although provided by the Authority, it will be the responsibility of the Contractor to always keep the area safe, neat and clean.

14. BACKGROUND CHECKS:

The Contractor may be asked to provide to the Authority background checks on all of the Contractor's employees who will perform services at Authority facilities. Persons without a background check clearance or with one or more of the following criteria will fail the Authority's requirements and will not be allowed access:

- a. Be listed on the FBI's list of suspected terrorists.
- b. Have an outstanding arrest warrant against them.
- c. Been convicted of a 1st or 2nd Degree Felony
- d. Been convicted for drugs or lewd and lascivious behavior.

The Contractor shall pay for background checks.

The background checks will, at a minimum, consist of the following:

- National/Federal Criminal History. Lists all criminal arrests/convictions, which have been reported to the state repository, which reveals criminal arrest history.
- Felony Convictions. A statewide search conducted of the state's Department of Corrections files for the purpose of identifying any and all reported felony convictions in a particular state.
- County Level Felony & Misdemeanor. A search of the county seat for any and all criminal records. Information returned includes felony, misdemeanor, and some criminal traffic.
- Statewide Driving History/Record (by State). Includes dates and description of traffic violations, current license status, any suspensions, or revocations.

15. LICENSES AND PERMITS:

Offeror shall be responsible for obtaining any and all necessary licenses, certifications and approvals which may be required by any government agency in connection with Offeror's performance of this Agreement. Offeror shall provide the Authority with written evidence of such licenses, certifications, and approvals.

16. BOOKS AND RECORDS:

Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records, including tax returns, with respect to the business for the term of this Agreement and any extensions thereof shall be kept by Contractor and shall be open to examination or audit by the Authority for a period of three (3) years following expiration or earlier termination of this Agreement.

17. PERFORMANCE:

Contractor 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 performing the work, and complying with all federal and state laws, and all ordinances of the Authority relating to such work.

18. SAFETY STANDARDS:

Contractor 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.

19. UNAUTHORIZED PERSONNEL:

The Contractor'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 Contractor employee. The Tampa Sports Authority prohibits teenagers, minors, or children from working in Authority-owned buildings under this Agreement. All employees of the Contractor must be eighteen (18) years of age or older.

20. USE OF AUTHORITY PROPERTY, FACILITIES AND EQUIPMENT:

The Contractor 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.

21. LOCKS AND KEYS:

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 Contractor shall take all reasonable precautions to ensure that security of the facilities and internal equipment, furnishings and other items are always maintained.

The Contractor 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 Contractor shall be responsible for the proper use and safe keeping of all keys issued by the Authority to the Contractor.

When leaving the facility, the Contractor's staff shall ensure that all external windows and doors are closed and secured. If the Contractor's staff fails to properly secure a 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 Contractor shall report all lost or stolen keys to the Authority representative within twenty-four (24) hours after discovery of the loss. The Contractor shall reimburse the Authority for the total cost, as determined by the Authority, of re-keying the facility or duplicating additional keys.

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

22. DAMAGE:

Contractor shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, Contractor, at its expense, shall repair or make restoration as is practical and acceptable to the Authority and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed 30 calendar days from date damage was done.)

23. EXAMINATION OF THE WORK:

The Authority shall be furnished with every means to verify whether or not the materials and work are in accordance with the requirements of this Agreement. Failure to reject or condemn defective work at the time it is done will not prevent its rejection whenever it is discovered.

24. USE OF PREMISES:

Contractor shall confine its equipment, apparatus, and the operation of its workmen to the limits indicated by Laws or direction of the Golf Course Manager and shall not unreasonably encumber the premises with its materials. Offeror shall take all measures necessary to protect its own materials.

25. CLEAN-UP:

At the end of each working day, Contractor shall clean and remove from the premises, all discarded materials and rubbish and shall restore in an acceptable manner all property, both public and private, which has been damaged during the execution of the work. Contractor shall leave the work site in a neat and presentable condition.

26. NON-EXCLUSIVE:

Award of this Agreement shall impose no obligation on the Authority to utilize Contractor for all work of this type, which may develop during the agreement period. This is not an exclusive contract. The Authority specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the Authority's best interest.

27. SUBCONTRACTING:

The Contractor shall in no event subcontract any position of the work called for hereunder without prior consent of the TSA's representative. If work is subcontracted, the Contractor retains full responsibility for the acts and omissions of its subcontractors and of persons employed by the subcontractor.

28. MISCELLANEOUS PROVISIONS:

- a. The Authority shall provide the Contractor storage for supplies and a workbench at each golf course location.

- b. Books and Records: The Contractor shall keep records of services performed and the costs therefore, and the TSA shall have the right to review those records upon three (3) days written notice. These records shall become the property of the TSA upon termination of this contract.
- c. Accident Prevention
 - a. Precaution shall be exercised at all times for the protection of employees, other persons, and property.
 - b. Contractor's employees shall report to their supervisor any hazardous conditions or item in need of repair noted during the performance of work. Said supervisor shall thereupon notify the Responsible Agent or his designee of such conditions.

29. TRAVEL COSTS:

The Authority is not responsible and will not reimburse the Contractor for travel expenses to perform any work on any of the Authority properties. This fee is the sole responsibility of the Contractor.

30. ENVIRONMENTAL CONSIDERATIONS:

The Authority supports and encourages initiatives to protect and preserve our environment. The Contractor shall submit as part of any proposal the Contractor's plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Contractor shall also provide a plan for reducing and or handling of any hazardous waste generated by the Contractor. Reference Rule 62-730.160, Florida Administrative Code.

It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

STAFFING PLAN

PLEASE LIST EMPLOYEE/MECHANIC, POSITION TITLE
& GOLF COURSE TO BE STATIONED

EMPLOYEE AND POSITION TITLE	GOLF COURSE

PROPOSAL PRICING SHEET - BABE ZAHARIAS GOLF COURSE

By signing this RFP, the Proposer agrees that this proposal is made without any understanding, agreement or connection with any other person, company or corporation making a bid proposal for the same purpose and that this proposal is in all respects fair and without collusion or fraud. Unsigned proposals will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid proposal represents the proposer's acceptance of the terms and conditions of the foregoing scope of work, specifications, and provisions, and if awarded the bid by Authority, will represent the agreement between the parties.

Proposed items/services are to include all completed work as described in the specifications/scope of work.

RFP #21-12: Golf Cart and General Equipment Maintenance, Repair and Service for Rogers Park, Rocky Point and Babe Zaharias Golf Courses

The undersigned has attended the mandatory pre-proposal conference, if applicable to this bid proposal, examined all documents within this bid proposal for the above titled project and agrees to furnish all materials and services required under the specifications/scope of work/requirements of this proposal.

The Proposer, in submitting this bid proposal, guarantees the following pricing for at least forty-five (45) days unless an extension of time agreement is reached between the Proposer and the Authority:

MONTHLY COST *(For all services requested):*

_____ Dollars \$ _____
Price in words Price in figures

ANNUAL COST:

_____ Dollars \$ _____
Price in words Price in figures

PARTS PROPOSAL:

_____ Dollars \$ _____ %
Discount Percentage in words Discount in figures

The above cost shall be for labor, equipment, and materials to professionally repair service and maintain golf carts and general equipment at Babe Zaharias Golf Course.

PROPOSAL PRICING SHEET – ROCKY POINT GOLF COURSE

By signing this RFP, the Proposer agrees that this proposal is made without any understanding, agreement or connection with any other person, company or corporation making a bid proposal for the same purpose and that this proposal is in all respects fair and without collusion or fraud. Unsigned proposals will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid proposal represents the proposer’s acceptance of the terms and conditions of the foregoing scope of work, specifications, and provisions, and if awarded the bid by Authority, will represent the agreement between the parties.

Proposed items/services are to include all completed work as described in the specifications/scope of work.

RFP #21-12: Golf Cart and General Equipment Maintenance, Repair and Service for Rogers Park, Rocky Point and Babe Zaharias Golf Courses

The undersigned has attended the mandatory pre-proposal conference, if applicable to this bid proposal, examined all documents within this bid proposal for the above titled project and agrees to furnish all materials and services required under the specifications/scope of work/requirements of this proposal.

The Proposer, in submitting this bid proposal, guarantees the following pricing for at least forty-five (45) days unless an extension of time agreement is reached between the Proposer and the Authority:

MONTHLY COST *(For all services requested):*

_____ Dollars \$ _____
Price in words Price in figures

ANNUAL COST:

_____ Dollars \$ _____
Price in words Price in figures

PARTS PROPOSAL:

_____ Dollars \$ _____ %
Discount Percentage in words Discount in figures

The above cost shall be for labor, equipment, and materials to professionally repair service and maintain golf carts and general equipment at Rocky Point Golf Course.

PROPOSAL PRICING SHEET – ROGERS PARK GOLF COURSE

By signing this RFP, the Proposer agrees that this proposal is made without any understanding, agreement or connection with any other person, company or corporation making a bid proposal for the same purpose and that this proposal is in all respects fair and without collusion or fraud. Unsigned proposals will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid proposal represents the proposer’s acceptance of the terms and conditions of the foregoing scope of work, specifications, and provisions, and if awarded the bid by Authority, will represent the agreement between the parties.

Proposed items/services are to include all completed work as described in the specifications/scope of work.

RFP #21-12: Golf Cart and General Equipment Maintenance, Repair and Service for Rogers Park, Rocky Point and Babe Zaharias Golf Courses

The undersigned has attended the mandatory pre-proposal conference, if applicable to this bid proposal, examined all documents within this bid proposal for the above titled project and agrees to furnish all materials and services required under the specifications/scope of work/requirements of this proposal.

The Proposer, in submitting this bid proposal, guarantees the following pricing for at least forty-five (45) days unless an extension of time agreement is reached between the Proposer and the Authority:

MONTHLY COST *(For all services requested):*

_____ Dollars \$ _____
Price in words Price in figures

ANNUAL COST:

_____ Dollars \$ _____
Price in words Price in figures

PARTS PROPOSAL:

_____ Dollars \$ _____ %
Discount Percentage in words Discount in figures

The above cost shall be for labor, equipment, and materials to professionally repair service and maintain golf carts and general equipment at Rogers Park Golf Course.

**OWNER-CONTRACTOR
SAMPLE BASE AGREEMENT**

**OWNER – CONTRACTOR BASE AGREEMENT SETTING FORTH
THE MINIMUM REQUIREMENTS FOR GOLF CART & GENERAL EQUIPMENT MAINTENANCE, REPAIR AND SERVICE**

.....

The following document is the base agreement (“Base Agreement”) which when combined with Other Documents as defined in the Base Agreement will constitute the agreement between the Contractor and the Authority.

The Authority reserves the right to add or modify the terms and conditions at any time prior to the final execution of an agreement. The Contractor will be given the opportunity to take exception to any additional or modified term or condition in the same manner as set forth in the Instructions to Contractors.

THIS AGREEMENT, (“Agreement”) is made and entered into on the ____ day of _____, 20__, by and between _____ (“Contractor”) and the Tampa Sports Authority, Florida, (“Authority”) (collectively, “Parties”).

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

Contractor Duties

The Contractor shall perform the Scope of Services set forth in Appendix A of this Agreement (“Scope of Services”) for the Tampa Sports Authority, Florida, in full and complete accordance with this Agreement.

Agreement Components

This Agreement consists of this document and its attachments (“Base Agreement”) and the following documents, which are attached hereto and made a part hereof by reference (“Other Documents”):

- 1) General Terms, Conditions, and Information (Pages 4-26)
- 2) Scope Of Work and Special Conditions (Pages 27-37)
- 3) Staffing Plan (Page 38)
- 4) Proposal Pricing Sheets (Pages 39-41)
- 5) Miscellaneous Forms and Attachments (Pages 51-62)

In the event of an inconsistency or conflict between or among the documents referenced in this Base Agreement, the following order of precedence shall govern: (i) This Base Agreement, exclusive of its appendices, (ii) the appendices to this Base Agreement; and (iii) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence shall be the order the documents are listed above (e.g., Document 1 shall govern over Document 2, Document 2 shall govern over Document 3, etc.).

Schedule

In addition to any schedule set forth in the Other Documents, the milestones set forth in this Agreement, if any, shall be observed by the Contractor. Any such schedule and the milestones set forth herein may be referred to in this Agreement collectively as “Schedule”.

Term

The term of this Agreement (“Term”) shall commence on _____, 20__ and terminate on _____, 20__ unless this Agreement is earlier terminated as provided for herein.

Payment

Provided Contractor faithfully performs its obligations contained in this Agreement, the Authority shall pay Contractor in accordance with this Agreement _____ (“Payment”). The Payment may be increased only in strict accordance with this Agreement.

Indemnification

Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the Authority, its officers, employees, agents, elected and appointed officials and volunteers (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, but not limited to, costs, expenses and attorneys and experts fees at trial and on appeal (collectively, “Claims”) for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, which damages or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly.

The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives, or subcontractors; or

The failure of Contractor, its employees, agents, representatives, or subcontractors to comply and conform with applicable Laws, as hereinafter defined; or

Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Contractor, its employees, agents, representatives, or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors.

The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

Insurance

Contractor shall carry the policies as outlined in the INSURANCE REQUIREMENTS section of the RFP.

Waiver of Authority’s Liability

The Authority shall not be responsible or liable for and Contractor hereby waives all claims against the Authority for injury or death to persons or damage or destruction of property or other interest of Contractor, regardless of the cause. All of Contractor’s property of every kind and description which may at any time be on Authority property shall be at Contractor’s sole risk.

Notices

Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be

deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

Deltecia Jones, Procurement Manager
Tampa Sports Authority
4201 N. Dale Mabry Highway
Tampa, FL 33607

Severability

If any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect; the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Due Authority

Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified, and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

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 Contractor without the express written consent of the Authority's President/CEO. In the event of any assignment, the assignee shall assume the liability of the Contractor.

Termination

1. This Agreement may be terminated at any time by the Authority for convenience, upon thirty (30) days written notice to Contractor.
2. The Authority may terminate this Agreement upon written notice to the Contractor in the event the Contractor defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the Authority specifying the default; provided, however, that the Authority may immediately terminate this Agreement, without providing the Contractor with notice of default or an opportunity to cure, if the Authority determines that the Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.
3. Funds are not available for this service. The Authority's obligation is contingent upon the availability of appropriated funds.
4. Termination of this Agreement shall act as a termination of the Other Documents and its Appendices.

Governing Law; Consent to Jurisdiction

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto:

1. Irrevocably submits itself to the exclusive jurisdiction of the Circuit Court of the State of Florida,

Hillsborough County of Tampa, and the jurisdiction of the United States District Court for the Middle District of Florida, for the purposes of any suit, action, or other proceeding arising out of, or relating to, this Agreement.

5. Waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action, or other proceeding, (i) any claim that is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever or that its property is exempt or immune from setoff, execution, or attachment, either prior to judgment or in aid of execution, for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum or that the venue of such suit, action, or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

Contract Adjustments

1. Either party may propose additions, deletions, or modifications to the Scope of Services ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for the proper completion of the project. Proposals for Contract Adjustments shall be submitted to the non-requesting party on a form provided by the Authority. Contract Adjustments shall be affected through written amendments to this Agreement, signed by authorized representatives of the Parties ("Change Orders").
2. Notwithstanding the foregoing, the Authority shall have the right to terminate this Agreement if Contractor and the Authority fail to reach an agreement on a Contract Adjustment proposed by the Authority, or a change in the Payment or Schedule associated with such a Contract Adjustment, within thirty (30) days of the Authority's proposal of such Contract Adjustment.
3. There shall be no modification of the Payment or Schedule on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Contractor or its employees, agents, or subcontractors to properly perform their obligations and functions under this Agreement.
4. In the event the Contractor proposes a Contract Adjustment, and the Authority does not approve such Contract Adjustment, the Contractor will continue to perform the original Scope of Work in accordance with the terms and conditions of this Agreement.
5. Notwithstanding anything to the contrary contained in this Agreement, there shall be no change in the Payment or Schedule except pursuant to a Change Order duly executed by both Parties.

Entire Agreement; Amendment and Waiver

This Agreement (together with the Exhibits hereto) supersedes any and/or all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be charged therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty, or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty, or other provision contained in this Agreement.

Compliance with Laws

The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Laws relating to nondiscrimination in employment and the furnishing of equal employment opportunity and environmental laws. Contractor shall also comply with Authority policies and procedures, including but not limited to policies and procedures related to security and internet access.

Third Party Beneficiary

No persons other than the Contractor and Authority and their successors and assigns shall have any rights whatsoever under this Agreement.

No Liens

Contractor shall not suffer any liens to be filed against any City or Authority property by reason of any work, labor, services, or materials performed at or furnished to Authority property, to Contractor, or to anyone using Authority property through or under Contractor. 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.

No Construction Against Preparer of Agreement

This Agreement has been prepared by the Authority and reviewed by the Contractor and its professional advisors. The Authority, Contractor and Contractor's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the Authority or the Contractor or against the Authority or the Contractor merely because of their efforts in preparing it.

Use of Name

Subject to the requirements of applicable Laws, including but not limited to Florida Laws regarding public records, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, assurance, marketing, advertisement, or client list, or any external reference, publication, or disclosure (e.g., outside the Authority, its departments or agencies or Board of Directors), without the written consent of the named party.

Non-appropriation

In the event that sufficient budgeted funds are not available for a new fiscal period, the Authority shall notify the Contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the Authority.

Authority Consent and Action

1. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement ("Approval") by the Authority means the Approval of the Authority CEO/President, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by Board of Directors pursuant to the Authority By-Laws or applicable Laws.
2. For purposes of this Agreement, any right of the Authority to take any action permitted, allowed, or required by this Agreement may be exercised by the Authority's President/CEO, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by Board of Directors pursuant to the Authority By-Laws or applicable Laws.

Headings and References

The headings contained in this agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this agreement. All references herein to Exhibits are to the Exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

Excess Re-Procurement Liability

Contractor shall be liable to Authority for all expenses incurred by Authority in re-procuring elsewhere the same or similar services offered by Contractor hereunder, should contractor fail to perform.

Books and Records

Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records, including tax returns, with respect to the business for the Term and any extensions thereof shall be kept by Contractor and shall be open to examination or audit by the Authority for a period of three (3) years following expiration or earlier termination of this Agreement.

Survival

All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

Permits and Licenses

Contractor shall be responsible for obtaining any and all necessary permits, licenses, certifications, and approvals which may be required by any government agency in connection with Contractor's performance of this Agreement. Upon request of the Authority, the Contractor shall provide the Authority with written evidence of such permits, licenses, certifications, and approvals.

Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Subcontract

The hiring or use of outside services or subcontractors in connection with the performance of Contractor's obligations under this Agreement shall not be permitted without the prior written approval of the Authority, which approval may be withheld by the Authority in its sole and absolute discretion. Contractor shall promptly pay all subcontractors and suppliers.

Relationship of Parties

Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

SAMPLE/DRAFT ONLY – DO NOT SIGN

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

Tampa Sports Authority:

By: _____
Eric Hart (President/CEO)

Contractor:

By: _____

Name: _____

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

(Authority Seal)

(Contractor's Corporate Seal)

Approved as to form:

By: _____
Authority Chairman of the Board

Date

Approved as to form:

By: _____
Julia Mandell, General Counsel, Tampa Sports Authority

Date

REQUIRED FORMS

(Must be included with proposal submittal)

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: (_____) Fax number: (_____)
7. Our present e-mail address is: _____
8. 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:

Witness

Witness

Date Signed

PROPOSER
By: _____
(Authorized Signature)
By: _____
(Printed Name of Signer)

(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. (CORPORATE SEAL)

ACKNOWLEDGMENT OF ADDENDA (If applicable)

I, _____, on this _____, day of _____, 2022 hereby acknowledge receipt of any and all Addenda Notices hereby issued regarding this RFP 21-12 for Golf Cart & General Equipment Maintenance, Repair and Service.

Addenda Numbers Received:

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF ABOVE: _____

TITLE OF ABOVE: _____

COMPANY NAME: _____

(ACKNOWLEDGMENT OF PROPOSER, IF A CORPORATION)

STATE OF _____)

SS

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 _____)

SS

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 firm of _____(if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, 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 _____ **(AFFIX NOTARY SEAL)**

ACKNOWLEDGMENT OF PRINCIPAL, IF CORPORATION

(STATE OF _____)

(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: _____

Date: _____

(AFFIX NOTARY 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	CONTACT ADDRESS
_____	_____
_____	_____
_____	_____

Signed and Sealed this _____ day of _____, 20_____

By: _____

Printed Name: _____

Title: _____

PROPOSER REFERENCES/QUALIFICATIONS

The Proposer shall submit the following minimum information as reference for three (3) similar projects that have been completed successfully by the bidder in the Southeastern United States within the last five (5) years. Three projects are required to qualify the firm to bid. References will be contacted; projects will be reviewed for quality of workmanship. Information supplied will be considered in the award of this contract.

PROPOSER COMPANY NAME: _____

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

LOCATION: _____

OWNER REPRESENTATIVE: **Name:** _____
 Title: _____
 Email: _____

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

LOCATION: _____

OWNER REPRESENTATIVE: **Name:** _____
 Title: _____
 Email: _____

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

LOCATION: _____

OWNER REPRESENTATIVE: **Name:** _____
 Title: _____
 Email: _____

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

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:

(AFFIX NOTARY SEAL)

SIGN: _____

PRINT: _____

Notary Public, State at Large

My Commission Expires: _____

SWORN STATEMENT 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, 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 Board Member 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 with any TSA Board Member 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 Board Member or TSA employee:

Name of Affiliate
or entity

Name of TSA Board
Member 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:

(AFFIX NOTARY SEAL)

SIGN: _____

PRINT: _____

Notary Public, State at large

My Commission Expires: _____

PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS

UNDER SECTION 287.087, FLORIDA STATUTES

1. This statement is submitted with **Invitation to RFP #21-12, Golf Cart & General Equipment Maintenance, Repair and Service.**

2. 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 tied 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 contract a copy of the statement specified in subsection (a) above.

 - 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.

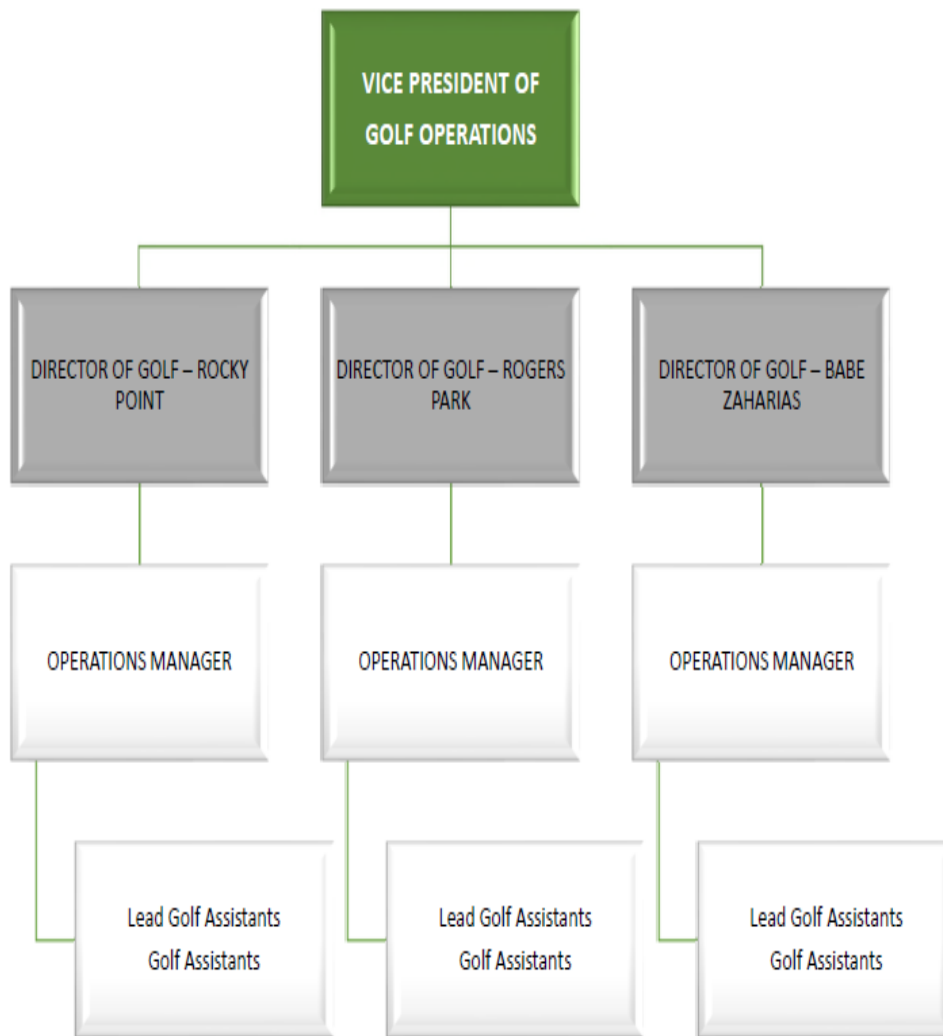
 - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: _____

PROPOSER'S SIGNATURE: _____ DATE: _____

GOLF COURSE ORGANIZATIONAL CHART



TAMPA SPORTS AUTHORITY – GOLF OPERATIONS



RFP CHECKLIST
(Not a mandatory form)

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

- Procurement Summary & Registration Form – Page 3
- General Terms, Conditions, and Information Acknowledgment Form - “Proposer’s Signature” – Page 26
- Staffing Plan - Page 38
- RFP Pricing Forms – Page 39-41
- Declaration and Proposal Guarantee – Page 51
- Acknowledgment of Addenda (If applicable) – Page 52
- Acknowledgment of Proposer (If a Corporation, Partnership or Individual) – Page 53
- Acknowledgment of Principal If Corporation – Page 54
- Legal Status of Proposer – Page 55
- Proposer Reference/Qualification Form – Page 56
- Sworn Statement – Public Entity Crimes – Page 57
- Sworn Statement – Disclosure of Relationships – Page 59
- Drug-Free Workplace Acknowledgment – Page 61
- E-Verify Affidavit – Page 62
- Bid Checklist (Not a mandatory form) – Page 64
- Statement of No Bid (Complete this form *only* if not submitting a bid) – Page 65

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

Date

STATEMENT OF NO BID

TAMPA SPORTS AUTHORITY – PROCUREMENT DEPARTMENT
4201 North Dale Mabry, Tampa, FL 33607

RFP Number: **21-12**

Title: **Golf Cart & General Equipment Maintenance, Repair and Service**

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: _____

PHONE NUMBER: _____ EMAIL: _____