



**4201 NORTH DALE MABRY HIGHWAY
TAMPA, FLORIDA 33607**

RFQ #17-04

**REQUEST FOR QUALIFICATIONS
FOR
OWNER'S REPRESENTATIVE SERVICES**

RFQ DUE DATE: MONDAY, OCTOBER 22, 2018 BY 2:00 P.M.

**DELTECIA JONES
PROCUREMENT MANAGER
(813) 350-6511**

SEPTEMBER 2018

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PROCUREMENT SUMMARY AND REGISTRATION

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

Document Number: RFQ #17-04

Title: Owner's Representative Services for new Development Project (DP)

Description: Representation of owner throughout project phases of DP

Proposal Submittal Deadline: Monday, October 22, 2018 by 2:00 p.m.
Tampa Sports Authority
Raymond James Stadium
4201 N. Dale Mabry Highway
Tampa, FL 33607

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

Special Instructions: None

RESPONDENT REGISTRATION
MAIL or EMAIL THIS FORM BACK IMMEDIATELY
Tampa Sports Authority
4201 N. Dale Mabry Highway, Tampa, FL 33607
djones@tampasportsauthority.com

Use this form to register as a potential responder or proposer for this procurement. Only registered vendors will be mailed courtesy notices of changes or addenda to these procurement documents. Carefully complete this form and mail, email or fax it to the Procurement Department. You must submit one form for each company that you are registering for. **FAILURE TO INCLUDE AN ADDENDUM IN YOUR BID MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.**

Company Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State/ZIP: _____ Email: _____

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

GENERAL INFORMATION AND CONDITIONS

RFQ #: 17-04

TITLE: Owner's Representative Services for Development Project

**RESPONSE DUE DATE/
TIME/LOCATION:** Procurement Dept., 4201 N. Dale Mabry Hwy., Tampa, FL 33607
Not Later Than 2:00PM on Monday October 22, 2018

1.0 INSTRUCTIONS TO RESPONDENT:

1.1 DELIVERY OF RESPONSES:

- (a) The delivery of the RESPONSE to the Tampa Sports Authority's (Authority) Procurement Department, prior to the deadline, is solely and strictly the responsibility of the RESPONDENT. The deadline for delivery of all Responses is **MONDAY, OCTOBER 22ND, 2018 BY 2:00 P.M. Box/Packaging must be marked "SEALED RESPONSE FOR OWNER'S REPRESENTATIVE SERVICES"**. All Responses will be delivered to the TAMPA SPORTS AUTHORITY, 4201 N. Dale Mabry Highway, Tampa, Florida 33607. (Raymond James Stadium, Entrance B off Himes Avenue). The Authority Purchasing Department will not be responsible for delays caused by any delivery services that may be used. The Respondent is hereby directed to cause delivery of their Response prior to the bid opening time. The Response delivery time will be scrupulously observed. Any Response received after **MONDAY, OCTOBER 22ND, 2018 after 2:00 P.M** shall not be considered. **THERE WILL NOT BE A "FORMAL" RESPONSE OPENING FOR THIS PROJECT.**
- (b) Electronic or faxed bids will not be considered.
- (c) For informational purposes, the Respondent is advised that the United States Postal Service or even Express Mail Services may not deliver your Response in a timely manner. Respondents are cautioned to plan necessary delivery time accordingly.

1.2 REQUESTS FOR INTERPRETATION - ADDENDUM:

No substantive interpretation of this RFQ will be made to any Respondent orally. Every request for such interpretation must be in writing via email or fax, addressed to Ms. Deltecia Jones, Procurement Manager, email address djones@tampasportsauthority.com. To be considered, such a request should be received not later than **MONDAY, OCTOBER 8TH, 2018 by 1:00p.m.** Any such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be sent to all vendors that registered for this RFQ at least three (3) days prior to the date fixed for the opening of Responses. Failure of any Respondent to receive any such addendum or interpretation shall not relieve said Responder from any obligations contained within this RFQ. All addenda so issued shall become part of the Contract documents.

1.3 COSTS OF PREPARATION:

The cost of preparing a Response to the RFQ shall be borne entirely by the Respondent.

1.4 **RFQ RESULTS:**

Preliminary results will be available after the Authority’s Evaluation Committee meets to rank the Responses. The ranking will be submitted to the Board of Directors for review and approval. Final Results will be mailed or faxed to all registered Responders.

1.5 **TENTATIVE SCHEDULE:**

		DATES	TIMES
Advertisement Dates/Times	Tampa Bay Times	9/23/2018	
	Tampa Bay Times	9/30/2018	
	Authority Website	9/24/2018	
	NAACP Email blast	9/24/2018	
	LaGaceta	9/28/2018	
	Florida Sentinel Bulletin	9/28/2018	
RFQ’s Released		9/24/2018	
Last Day for Questions		10/8/2018	by 1:00pm
Proposal Due Date		10/22/2018	by 2:00pm
Shortlist Meeting (Open)		11/5/2018	9:00am
Interviews		11/14/2018	9:30am, 10:30am & 11:30 am
Final Ranking Meeting (Open)		11/14/2018	2:00pm
Finance Committee Meeting		11/26/2018	10:30am
Authority Board Meeting		11/27/2018	4:00pm

2.0 **GENERAL CONDITIONS:**

2.1 **REJECTION OF RESPONSES:**

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

2.2 **BINDING OFFER:**

A Respondent’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 Respondent has familiarized itself with the contents of this RFQ.

Responses may be withdrawn on written or telegraphic request dispatched by the Respondent 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 Authority. Any such withdrawn Response shall not be resubmitted. Responses will be in force for a period of sixty (60) days after the opening date.

2.3 **AVAILABILITY OF PERSONNEL:**

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

2.4 **OWNERSHIP OF DOCUMENTS:**

All proposals received and all documents resulting from the Development Project, which may include ancillary mixed-use development, transportation and other infrastructure, parking facilities, and a ballpark (“The Ballpark”) suitable for a Major League Baseball (“MLB”) franchise, (together, the “DP”), will become sole property of the County.

2.5 **CONTRACT EFFECTIVE DATE, TERMS:**

It is the Authority’s intent that the contract will be awarded effective December 1, 2018 and continue through the earlier of (i). certificate of occupancy upon completion and the Authority receiving proper service and cooperation from the selected individual/firm. And (ii). The abandonment of the DP in the Authority’s sole discretion. Any alteration or change of terms or conditions, including billing rates, as specified in the contract will be considered a modification to the contract that requires the mutual consent of both parties.

2.6 **INSURANCE REQUIREMENTS:**

Before starting and until acceptance of the work by the Authority, the Respondent shall procure and maintain insurance of the types and the limits specified herein. (*See Exhibit C*)

2.7 **ASSIGNMENT OF CONTRACT:**

The selected Respondent may not make any assignments of their obligations resulting from this RFQ without the prior written authorization of the Authority.

2.8 **NON-EXCLUSIVITY OF CONTRACT:**

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

2.9 **PUBLIC ENTITY CRIMES STATEMENT:**

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Respondent, supplier, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two (2) for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

2.10 **INDEMNIFICATION: (PATENT OR COPYRIGHT)**

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

2.11 **INDEMNIFICATION: (GENERAL LIABILITY)**

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

2.12 **CONFLICT OF INTEREST:**

The Authority through its regular dealings, contracts with many vendors and entities. The Respondent by submitting this response represents that there are not currently any conflicts of interests that would preclude the Respondent from serving as Owners Representative for the DP. It is the responsibility of the Respondent to inquire with the Authority in regard to other entities that may pose a conflict of interest. All existing contractual relationships that may pose or perceive to propose a conflict of interest must be disclosed in the Respondents response to this RFQ. **Respondents who currently, or may in the future, provide the Tampa Bay Rays or MLB, a competing mixed-use development project or any services conflicting to those identified within this RFQ for the duration of DP will be ineligible from applying or participating as a team member with another respondent.**

3. **PROJECT DESCRIPTION:**

The Authority is accepting applications for qualifications from firms interested in providing design and construction review and administrative-related services to the Authority as the Owner during the possible development and construction of the DP, as described in Section 2.4, and also will serve as the new home field for the Tampa Bay Rays, a franchise in the MLB. The Ballpark will host other professional and amateur sports, entertainment, cultural, and commercial events. The Tampa Sports Authority office is located at Raymond James Stadium, 4201 North Dale Mabry Highway, Tampa, Florida 33607.

3.1 **DESCRIPTION OF PROJECTS AND PARTIES:**

(a) **OWNER'S REPRESENTATIVE SERVICES:**

The Authority is seeking the services of a firm (the "Owner's Representative") to represent the Authority in the determination of the feasibility of the DP, including recommendations related to the scope and phases of the DP, and if the Authority, in consultation with the Owner's Representative, determines to move forward with the DP, including cost estimating, design, construction, and building acceptance phases of the Project to ensure compliance with applicable

agreements the Authority (“Owner’s Agreements”), and to assist in ensuring that all elements of the work are financially justifiable and meet the required quality, design standards, and program needs of the Authority. The Authority may have other representation, among other Project-related staff or consultation. The Developer will have the main responsibility for overseeing and implementing the DP on a daily basis pursuant to its agreement(s) with the Authority and others, however it is envisioned that the Owner’s Representative will have a clearly-defined delegation of authority to represent the Authority to an appropriate extent, and will provide the resources and expertise necessary to effectively monitor, review, and help coordinate as necessary, on the Authority’s behalf, certain services performed by others involved in the DP.

The successful Owner’s Representative will be well-versed in appropriate cost, regulations, building codes, and the use, selection, and availability of construction materials. The Owner’s Representative will have experience in the oversight of projects of extreme complexity, including extensive experience in providing leadership in projects that utilize highly-technical building methods and applications. The Owner’s Representative will have extensive experience in a leadership position utilizing the integrated services of architects, engineers, construction managers and project managers, and shall have the demonstrated ability to do so successfully. The successful Owner’s Representative will possess:

- Professional knowledge and experience regarding design, construction, operations, maintenance and utilization of stadiums or similar facilities, mixed-use development, including retail, housing, hospitality, etc., parking facilities, transportation and other infrastructure.
- Ability to interact in a positive and supportive manner as a member of the project team.
- Ability to review multiple construction and administrative activities, including tracking of expenditures.
- Ability to write brief, clear, concise, and accurate reports on conceptual design costs, design, budget, and construction matters.
- Understanding of the complex funding processes, the laws of the State of Florida and policies of the Authority and other relevant governmental authorities regarding public works design and construction contracting.
- Demonstrated clear knowledge of local development and regulations.

The Owner’s Representative will keep the Authority well-informed of the progress of the DP through all phases and will ensure that the relevant Authority agreements and contracts regarding the DP are being adhered to. The Owner’s Representative, as a part of its services, will provide collaboration, guidance, and assistance. The Authority will insist that all parties to this DP approach it with a spirit of teamwork, openness, and partnership.

Responsibilities of the Owner’s Representative may also include: conceptual and logistical building cost review and planning for facility transition near the end of the DP, monitoring of demolition services, preconstruction services; project control systems and insurance, safety, quality control and compliance programs; assisting in constructability reviews as necessary; monitoring construction building controls and milestone schedules; review of reports, manuals, and developed standards from providers of inspection, testing, commissioning, and training services; effectively monitoring project costs; and, possible assistance in negotiating, or representing the Authority in negotiation for, contracts for labor, material and services.

(b) REVIEW OF DESIGN AND CONSTRUCTION DRAWINGS, SPECIFICATIONS:

Services required include the review of construction drawings including those for the Stadium, parking facilities, transportation and other infrastructure, and ancillary mixed-use development. that have been prepared by a third-party professional of record. The purpose of this review is to provide documented comments to the Authority relating but not limited to, reasonable construction costs, design concerns, constructability issues, specified products and materials, schedule and potential annual operations and maintenance costs. The Owner's Representative shall work closely with Authority staff in providing timely submittals, response, and follow through. Authority staff will be available to offer assistance that may be needed by the consultant in order to have all required relevant information for decision making. The scope of the project will require the comprehensive expertise of all architectural and engineering disciplines, including horticulture, sound, video, multi-media, telecommunications and broadcast. There may be limited time in which to conduct these reviews and the Owner's Representative must be prepared to engage in negotiations immediately upon notification of selection. The consultant shall be staffed to commence these services within 30 days of the execution of the Agreement.

(c) CONSTRUCTION ADMINISTRATION SERVICES:

Should the proposed DP proceed to the construction phase, the Owner's Representative may be required to provide certain designated construction administration services. Scope and fee will be negotiated and incorporated by an amendment to the Agreement. The purpose of these construction administration services will be to look out for the Authority's interests during construction. These services may include, but will not be limited to, review of shop drawings and submittals, review of change orders or change directives, review of schedules, attendance at progress meetings and walk-throughs, and assistance with punch list and closeout. These services may also require monitoring the possible coordination of multiple trades or contractors, testing services and monitoring. The Owner's Representative will work closely with Authority staff regarding progress updates, implementing concerns, and follow through. Authority staff will be available to offer assistance that may be needed by the Owners Representative in order to have all required relevant information for decision making. There may be a delay of several months following the review of the design/drawings and the commencement of construction and construction administration services.

(d) OTHER MISCELLANEOUS SERVICES:

During the course of this Agreement and/or after Substantial Completion, the Authority may determine the need for other types of services related to the design, construction, coordination and close out of the proposed DP. The scope and fees for those services will be negotiated and incorporated by Amendment.

3.2 RFQ PROCESS:

It is the Authority's intention to solicit Responses from potentially qualified Respondents and to evaluate their Responses.

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

In order to achieve maximum scores, the Respondents must demonstrate to the Authority's Evaluation Committee that they are fully capable, staffed, and qualified to provide the services required by the RFQ. Fully qualified Respondents (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 RFQ. Ranking of the Respondent best qualified and experienced to perform this RFQ will be determined by the Authority's Evaluation Committee in its sole discretion. It is the objective of the Authority to award a contract to the Respondent whose Response is judged, through the evaluation and negotiation process, to be in the best interest of the Authority.

Based on the information contained in the Responses, and after the Responses are evaluated based on the shortlist criteria, the Evaluation Committee will interview and final rank up to five (5) firms based on interview evaluation criteria. The final ranking criteria will be determined by the Evaluation 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 recommended by the Evaluation Committee. The final ranked firms will be presented to the Authority Board of Directors where the Board will determine the final selection.

Upon final selection by the Authority's Board of the most qualified and capable Firm, the Authority will begin negotiation of a contract with that Firm. Should the Authority be unable to negotiate a satisfactory contract with the top-ranked firm, negotiations shall be formally terminated with that firm and the Authority shall commence negotiations with the next highest-ranked firm until a firm 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 Authority will require the Firm receiving the award to execute a truth-in-negotiation certificate.

3.3 **EVALUATION COMMITTEE/CRITERIA:**

The Evaluation Committee will be appointed by the Authority at their sole discretion. The committee reserves the right to request additional information and clarification of any information submitted in Response to this RFQ, including any omission from the original Response. All Respondents will be treated equally with regard to this item.

The Evaluation Committee will review and evaluate all Responses on the basis of the information provided and other evaluation criteria as set forth in this RFQ. The Responses will be short-listed based on the following criteria:

Firms will be evaluated based on the criteria indicated below. The respondents shall have extensive experience in the design and construction of MLB facilities including knowledge and understanding of stadium and event operations, in addition to experience with ancillary mixed-use development, transportation, parking facilities and other infrastructure. As a part of the evaluation process, the Authority may elect to contact respondent's past project owners for reference. Respondents shall submit only examples that they consent for the Authority to discuss project details if contacted.

(SEE EVALUATION CRITERIA ON NEXT PAGE)

CRITERIA	MAXIMUM POINTS
Stability and Staff Resources of the submitting firm	10
Experience/Qualifications of the submitting firm	35
Suitability of proposed staff to provide services for the project	20
Project Team Capability	15
Past Performance of Firm	10
Local Knowledge of Development and Permitting	10
SUBTOTAL POINTS	100
Disadvantaged Minority / Disadvantaged Women Business / SDV (Service-Disabled Veteran) Enterprise Participation: 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/SDV(s), which is/are identified in the request for bonus points.	5% of maximum awardable points
MAXIMUM BONUS POINTS	5
TOTAL POINTS	105

3.5 PROFESSIONAL LIABILITY INSURANCE:

Professional Liability Insurance in the amount of **\$2,000,000.00** is required. *(see page Exhibit EC-1, for additional Insurance Requirements)*

3.6 RESPONSE FORMAT AND CONTENT:

Parties who choose to not respond to the RFQ should complete the Statement of No Bid (included herein) and return by mail, e-mail or fax to Deltecia Jones, Procurement Manager, at the addresses identified in this RFQ.

Respondents who choose to respond are advised to carefully follow the instructions as outlined below and should complete the forms and requirements provided within Exhibit A, Exhibit B and Exhibit C.

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

A. RESPONSES TO QUESTIONS AND OTHER REQUESTED INFORMATION:

Responses should contain direct answers to the following requests for information. Respondents are required to respond to each lettered item **in the specific order listed below:**

1. Procurement Summary and Registration on Page 3.
2. Exhibit A – RFQ Forms;

3. Exhibit B – Professional Qualifications Statement;
4. Exhibit C – Insurance Requirements;
5. Disadvantaged Minority / Disadvantaged Women Business Enterprise (DM/DWBE/SDV): Qualified firms may receive up to a maximum of five (5) bonus points for DM/DWBE participation. The term “DM/DWBE/SDV” shall mean a business that is certified as a *bona fide* DM/DWBE/SDV 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 firms which are principally domiciled in the State of Florida and certified by other jurisdictions within the State. When requesting bonus points, firms shall include a copy of the certification letter issued to the DM/DWBE/SDV being utilized by the certifying governmental agency. It will be the responsibility of the proposing firm 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/SDV participation as outlined below:

(a) The request for bonus points shall be made on the proposing firm’s letterhead and must including the following:

- i. The RFQ number and project name;
- ii. The name of the firm(s) to be utilized, and
- iii. The percentage of fees that will be subcontracted to that firm. Please note, the percentage must be at least 10%;
- iv. A commitment from the proposing firm stating that a minimum of 10% of its ultimate fees will be subcontracted to that DM/DWBE or SBE/SDB.

(b) The following items should be attached to the above letter:

- i. A letter of intent from the DM/DWBE or SBE/SDV 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;
- ii. A copy of the DM/DWBE/SDV current certification or the SBE’s current registration.

B. **SIGNATURE:** All Responses must be manually and duly signed by an authorized officer, principal or partner (as applicable).

C. **RESPONSES:** Respondents must become fully familiar with the Authority’s Requirements as contained within this RFQ. Additionally, Respondents must provide Responses to all questions and requests for information as contained within this document.

D. SUBMITTAL OF QUALIFICATION RESPONSES:

1. One (1) original and five (5) copies of the qualifications shall be prepared, for a total of 6 sets.

(a) Submittals must be printed on standard (8½” x 11”) paper.

(b) The pages of the qualification submittals must be numbered.

- (c) A table of contents with corresponding tabs must be included to identify each section as instructed in this RFQ.
 - (d) Responses are limited to 40 pages of 8½” x 11” pages (or 20 8½” x 11” pages printed front and back), including the Exhibits A and B, the letter of interest and any other information, excluding cover sheets and divider pages. The instruction portion (pages 1 -2) shall not be submitted as part of your qualifications submittal. Page 3 of this RFQ should also be completed and submitted to the address below.
 - (e) Add additional sheets or table fields when necessary.
2. One complete copy must be provided via thumb drive as a .pdf file.
 3. Each submittal shall otherwise be identical and include a transmittal letter.
 4. Submittals must be sealed in an envelope or box, and reference **RFQ #17-04** and the words “**STATEMENT OF QUALIFICATIONS**” must be clearly indicated on the outside of all of the envelopes or boxes. Statements of Qualifications must be physically received by the Authority prior to the deadline indicated in the Schedule of Events at the address below. Please note, no submittals will be accepted after the time and date set for receipt:

Tampa Sports Authority Offices at Raymond James Stadium
(Entrance B off Himes Ave.)
Attn: Deltecia Jones, Procurement Manager
4201 N. Dale Mabry Hwy., Tampa, FL 33607

Each qualification shall be prepared simply and economically, providing straightforward, concise delineation of respondent’s capabilities. Fancy bindings, irrelevant colored displays and promotional materials are not desired. Emphasis must be on completeness, relevance, and clarity of content.

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

3.7 GENERAL INFORMATION:

All applicants will be notified in writing of the results of the shortlist ranking. The results will also be posted at the Authority website at www.tampasportsauthority.com/procurement-services.

After the interviews, Authority will make a recommendation to the Chairman of the Authority Board. Upon approval by the full Board, Authority will negotiate the fee with the selected firm in accordance with Section 287.055 Florida Statutes.

3.8 PROCUREMENT PROCEDURE:

The Authority is a public agency of the State of Florida and the evaluation, interview and selection process shall comply with the “Consultants’ Competitive Negotiations Act”, Section 287.055 of the Florida Statutes.

3.9 CHANGES IN PROPOSER/ENTITY TEAM:

The Proposer is responsible for promptly notifying the Authority of any change in the information in its submitted proposal. The selection committee will determine if the change in team status

affects their shortlist score and will advise accordingly. Once awarded a contract, the applicant will not be permitted to alter its team without the Owner's approval.

3.10 **DISQUALIFICATION:**

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

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

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

3.11 **USE OF STATE CONTRACTS OR GOVERNMENTAL PURCHASING COUNCIL:**

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

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

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

3.12 **TERMINATION CLAUSE:**

The contract/agreement between the Authority and the selected Respondent will contain a clause whereby the contract/agreement may be terminated at any time during the term of the contract/agreement by the Authority with sixty (60) days written notice.

3.13 **EX PARTE COMMUNICATION:**

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

**Tampa Sports Authority
Attn: Deltecia Jones, Procurement Manager
4201 N. Dale Mabry Hwy., Tampa, FL 33607**

djones@tampasportsauthority.com

The Evaluation Committee/Staff member may, however, initiate communication with any Respondent in order to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex parte communication initiated by a Responder may disqualify that Respondent from consideration for this or future Invitations to Bid.

3.14 **CONTRACTOR'S DUTY UNDER PUBLIC RECORDS LAW:**

IF THE CONTRACTED RESPONDENT (“OWNERS REPRESENTATIVE”) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT, THE CUSTODIAN OF PUBLIC RECORDS AT: 4201 N. DALE MABRY HWY, TAMPA, FLORIDA 33607, (813) 350-6515 OR PUBLICRECORDS@TAMPASPORTSAUTHORITY.COM.

Owners Representative shall comply with applicable public records laws and shall:

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

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

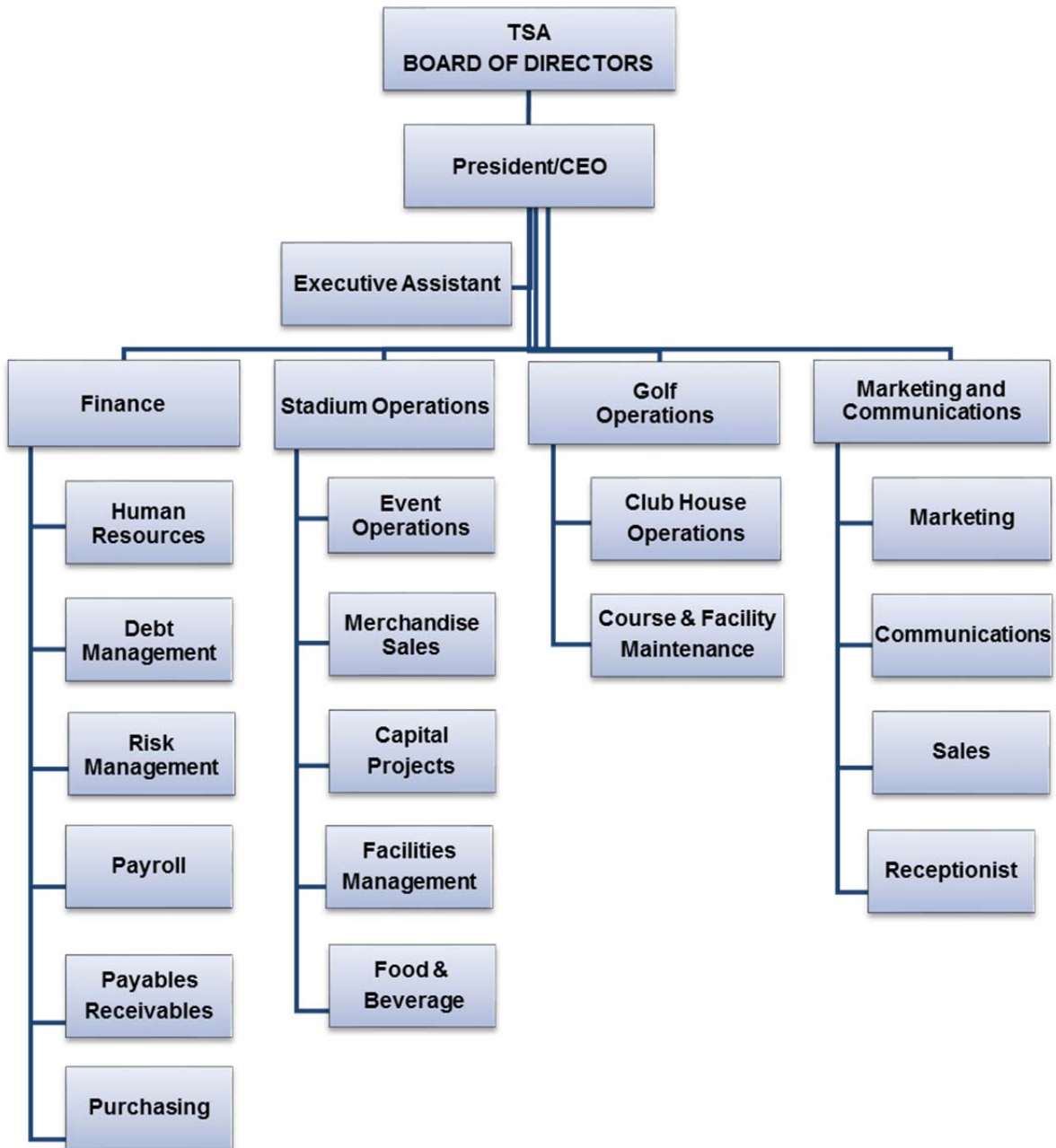
3.15 **QUESTIONS AND REQUEST FOR CLARIFICATION:**

No substantive interpretation of this RFQ will be made to any bidder orally. Every question and/or request for such interpretation must be emailed and addressed to the following person not later than **1pm on Monday, October 8th, 2018**:

Deltacia Jones, Procurement Manager
E-mail: djones@tampasportsauthority.com

Questions/requests for interpretation will be answered in writing and, if, in the sole discretion of Authority it is deemed necessary, any substantive interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be posted on www.tampasportsauthority.com/procurement-services.

3.16 TAMPA SPORTS AUTHORITY ORGANIZATIONAL CHART



3.17 RFQ CHECKLIST

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

- Procurement Summary and Respondent Registration – Page 3
- Response to Disadvantaged Minority/Disadvantaged Women’s Business Enterprise/Service-Disable Veteran (DM/DWBE/SDV) – Page 12
- RFQ Checklist – Page 18
- Declaration and Proposal Guarantee – Page EA-1
- Acknowledgment of Proposer, If a Corporation (if applicable) – Page EA-2
- Acknowledgment of Proposer, If a Partnership or Individual (if applicable) – Page EA-3
- Acknowledgment of Principal, If a Corporation (if applicable) – Page EA-4
- Legal Status of Proposer – Page EA-5
- Sworn Statement on Disclosure of Relationships – Page EA-6
- Sworn Statement on Public Entity Crimes – Page EA-8
- Acknowledgment of Addenda, (if applicable) – Page EA-10
- Preferences to Businesses with Drug-Free Workplace Programs Under Section 287.087, Florida Statutes – Page EA-11
- Statement of No Bid (Complete this form only if not submitting a bid) –Page EA-12
- Professional Qualifications Statement Forms – Pages EB-1 through EB-9
- Submit Certificate of Insurance – Review Pages EC-1 and EC-2

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

Date

EXHIBIT A

DECLARATION AND PROPOSAL GUARANTEE

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

4. Our primary business address is:

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

The below named Respondent affirms and declares:

- (a) That the Respondent has contractual capacity, and that no other person, Respondent, or corporation has any interest in this Response.
- (b) That this Response is made without any understanding, agreement, or connection with any other person, Respondent or corporation making a Response for the same purpose and is in all respects fair and without collusion or fraud.
- (c) That the Respondent is not in arrears to the Authority upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Authority.
- (d) That no officer or employee or person whose salary is payable in whole or in part from the 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

RESPONDENT:

By: _____ (SEAL)
(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.

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.

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)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF _____)

SS

COUNTY 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.

NOTARY PUBLIC

SIGN: _____

PRINT: _____

Notary Public, State at large

My Commission Expires:

(NOTARY'S SEAL)

LEGAL STATUS OF PROPOSER

This Proposal is submitted in the name of:

(Print) _____

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

Street _____

City _____ State _____ Zip Code _____

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

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

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

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

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

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

Signed and Sealed this _____ day of _____, 20_____.

By: _____

Printed Name: _____

Title: _____

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", 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 Authority Board Member or Authority 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 Authority Board Member or Authority 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 Authority Board Member or Authority employee:

**Name of Affiliate
or entity**

**Name of Authority 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

SIGN: _____

PRINT: _____
Notary Public, State at large
My Commission Expires:

(NOTARY'S SEAL)

**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 OATH.***

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

By _____
(Print individual's name and title)

For _____
(Print name of entity submitting sworn statement)

whose business address is _____

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

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

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

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

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

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

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

_____ 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

SIGN: _____

PRINT: _____

Notary Public, State at large
My Commission Expires:

(NOTARY'S SEAL)

ACKNOWLEDGMENT OF ADDENDA (If applicable)

I, _____, on this _____, day of _____, 20____
hereby acknowledge receipt of any and all Addenda Notices hereby issued in regards to this **RFQ #17-04**
for **Owner's Representative Services**.

Addenda Numbers Received:

AUTHORIZED SIGNATURE: _____
SIGNATORY'S NAME: _____
SIGNATORY'S TITLE: _____
COMPANY/OFFEROR: _____

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

This statement is submitted with **Request for Qualification #17-04: Owner's Representative Services**.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the Authority for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for specifying the actions that will be taken against employees for violations of such prohibition.
- b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (A).
- d. In the statement specified in subsection (A), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

RESPONDENT'S SIGNATURE

DATE

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

RFQ Number: 17-04
Title: Owner's Representative Services

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 form to: 4201 N. Dale Mabry Hwy, Tampa, FL 33607

- 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 respondents for the Authority.

SIGNATURE: _____ **DATE:** _____

NAME (PRINTED): _____

COMPANY: _____

ADDRESS: _____

FEDERAL TAX ID#: _____

PHONE NUMBER: _____ **EMAIL:** _____

EXHIBIT B

TAMPA SPORTS AUTHORITY
PROFESSIONAL QUALIFICATIONS REQUIREMENTS
(See pages EB-4 through EB-9 for corresponding Professional Qualifications Requirement forms)

MINIMUM REQUIREMENTS

To meet the minimum requirements of the RFQ, the responding firms and the firm's representative who will be responsible for the Authority's Project, must have demonstrated experiences as defined in the Description of Services. As well as, the Respondent must also commit to local availability based upon the Authority's requirements.

1. **PROJECT INFORMATION:** Enter the project name and RFQ number as it appears in the public advertisement. *(See EB-4)*

2. **APPLICANT IDENTIFICATION:** Enter the legal name of the applicant, the address, the telephone number and other requested information. If the firm applying has multiple office locations, the applicant is considered to be the only office location where work will be done and whose address is provided in this section and shall be hereafter referred to as "applicant". Consider only the specific office branch listed in response to this section when completing all other sections of the PQS. Other branch offices are not to be considered when completing the other questions. Attach a copy of the applicant's current Professional License. If a corporation, include a copy of the corporate charter certificate from the Florida Department of State. If the applicant is an out of state corporation, enter the foreign qualification number and provide a copy of the Department of State certificate. *(See EB-4)*

3. **SERVICES TO BE PROVIDED:** For the disciplines listed, note which are being provided as a part of Basic Services by entering the name of the firm providing the services. If services are to be provided by the applicant, so indicate. If a consultant is to provide the service, list the consultant's name and professional license number from the appropriate Florida Licensing Board in the space provided. Use names and license numbers of the firms as a whole rather than individuals in the firm. Enter the number of previous projects on which the applicant has worked with each listed consultant. *(See EB-4)*

4. **MINORITY PARTICIPATION:** Participation of certified MBE's (WMBE/DM/DWBE) is encouraged. If 10% or more of the fee is to be spent with a minority business enterprise, complete the information on 4c noting the fee percentage. Only Minority Business Enterprises certified either directly by Hillsborough County or by reciprocity will receive consideration for additional credit in rating the applications. Provisional Reciprocal Certification shall be granted for one (1) six (6) month period to firms which are principally domiciled in the State of Florida and certified by other jurisdictions within the State. When requesting bonus points, firms shall include with the PQS a copy of the certifying governmental agency certification letter issued to the WMBE/DM/DWBE being utilized. Applicant shall also include a signed letter of commitment on company letterhead certifying that a minimum of 10% of its ultimate fees will be subcontracted to WMBE/DM/DWBE(s), as identified in the letter. The letter must also include the RFQ number and project name. *(See EB-4)*

5. **A. WORK IN PROGRESS:** Provide the firm's experience and qualifications in a project oversight or program management role over multiple providers and phases of design and construction for similar projects. Include any oversight of projects of extreme complexity, including experience in providing leadership in projects that are highly complex. Include any certifications, industry ratings, and national or international achievement recognitions, etc., to

TAMPA SPORTS AUTHORITY
PROFESSIONAL QUALIFICATIONS REQUIREMENTS
(See pages EB-4 through EB-9 for corresponding Professional Qualifications Requirement forms)

attest to the level of experience and success. Describe innovations that the firm might have introduced or employed to increase the project's adherence to technical standards. *(See EB-5)*

B. PROFESSIONAL AND TECHNICAL STAFF, excluding consultants: Provide the number of permanent staff in each category and calculate the total. Exclude secretarial and marketing staff and any staff whose technical duties comprise less than 70% of their responsibilities. Only staff assigned to the office location identified in question 2 shall be included. If a staff member works part time or divides time worked between the applicant office and another branch, use the appropriate fraction. Provide the name, title, length of time with firm, and city of residence for each individual included in the Total Professional and Technical Staff on an attachment in the format provided. (See EB-5)

6. **RELATED EXPERIENCE:** List up to ten projects of comparable type, size and complexity which were accomplished by the applicant identified in question 2. Do not list more than ten. Do not list any projects accomplished by another branch office unless an individual on the proposed team was involved in the project. Provide the requested information about each project. In the shaded areas, list the individual members of the team proposed for this project, including consultants who were involved on the listed project and their role in the project. A brief description may be provided to demonstrate the components of this project which are comparable to the proposed project. (See EB-6)

For the column titled "Role in Project", enter the following:

- (a) **"Principal"** if the project was accomplished by the applicant firm office location identified in response to question 2 (if the project was done by a branch office, refer to IE below)
- (b) **"Consultant"** If the project was accomplished as a consultant to another firm
- (c) **"IE"** (individual experience) if the project represents experience of an individual on the project team while working for another firm or another branch of the applicant's office. In such cases identify the individual by name and indicate what role was played in the project, i.e. project manager, principal in-charge, project architect, etc.)

Related experience of the applicant's consultant's may be provided as information on a separate sheet and clearly marked as "Experience of (name of consultant)". **No more than ten projects may be listed for all consultants combined.**

7. **PROPOSED PROJECT TEAM:**

List by name the key members of the proposed team to be assigned to the project for both the applicant and the consultants. If categories are not applicable, so note. For "Other Key Members", insert their titles inside the parentheses. For all individuals listed, note whether or not they are registered, the discipline of the registration/certification/training and cities of residence. Attach resumes.

The team proposed on the PQS must be available to provide the services for the project. If the applicant discovers prior to an interview that any part of the team listed on the PQS (either individual, staff or consultants) will not be available, it must notify the selection committee immediately.

REFERENCES: For projects listed in response to question 6, provide the project name, the Owner and the name and telephone number of the Owner's representative. Provide the estimated or actual completion date and construction cost. References for consultants may be requested at the option of the selection committee. (See EB-7)

8. **ARBITRATION, LITIGATION, MEDIATIONS, AND DISPUTES:** Has the firm or any affiliate been involved in any arbitration, litigation, mediation, dispute review board or other

dispute resolution proceeding occurring during the last ten (10) years involving an amount in excess of \$500,000.00? Also describe any pending regulatory inquiries that could impact your ability to provide

services if you are the selected. List any indictments that have been issued against the envisioned project team members or principals of the firm. (See EB-8)

9. **SIGNATURE:** Sign and date the form. Type the name and title of the officer or principal of the firm who signs the form. **Forms must be signed. (NOTE: signature indicates that the information provided on the PQS form is accurate and in accordance with the PQS instructions (pages 1-3) Signature also indicates applicant profession that it has not been disqualified from applying for state work under suspension resulting from the conviction of any public entity crime as described in Section 287.133 FS. Information submitted is subject to the laws of crime as stated in Chapter 837, FS. Signature further denotes the applicant's agreement that if information contained in the PQS is found to be false, the applicant may be disqualified from applying for Authority work for up to three years.)**

(See EB-9)

Request for clarification regarding the PQR form should be directed to the Tampa Sports Authority to the attention of:

Deltecia Jones, Procurement Manager

Phone: (813) 350-6511

E-mail: djones@tampasportsauthority.com

**TAMPA SPORTS AUTHORITY
PROFESSIONAL QUALIFICATIONS STATEMENT**

1. **PROJECT NUMBER:** _____ **PROJECT NAME:** _____

2. **APPLICANT NAME:** _____

ADDRESS: _____

ZIP: _____ **EMAIL:** _____ **PHONE:** _____ **FAX:** _____

FEDERAL ID #: _____ **PROFESSIONAL LICENSE #:** _____

FLA CORP CHARTER #: _____

3. SERVICES TO BE PROVIDED	CONSULTANT NAME/REGISTRATION #, IF APPLICABLE	# OF PROJECTS W/ CONSULTANT
Construction Management		
Architecture		
Mechanical Engineering		
Electrical Engineering		
Civil Engineering		
Audio Vision Consultant		
Cost Estimating		
<i>(List additional disciplines, if applicable)</i>		

4. MINORITY PARTICIPATION – ONLY AS CERTIFIED BY HILLSBOROUGH COUNTY, DIRECTLY OR BY RECIPOCITY		
A) Is this Applicant a certified minority?	_____ YES	_____ NO
B) Are any of the proposed consultant certified minorities?	_____ YES	_____ NO
C) If the response to 4b was “yes” and the fee will be 5% or greater, complete the following:		
CONSULTANT’S NAME		% Of FEE

**TAMPA SPORTS AUTHORITY
PROFESSIONAL QUALIFICATIONS STATEMENT**

5a. WORK IN PROGRESS		
PROJECTS	WORK on Hold (remaining fee)	REMAINING FEE
TOTAL		

5b. WORK IN PROGRESS	
NUMBER	CATEGORY
	Registered Engineers/Architects
	Other Professional Staff
	Technical Staff
	CADD Operators
	TOTAL PROFESSIONAL AND TECHNICAL STAFF

Attach a listing of all permanent employees in total in 5b using the following format:

NAME	TITLE	YEARS W/ COMPANY	CITY OF RESIDENCE

**TAMPA SPORTS AUTHORITY
PROFESSIONAL QUALIFICATIONS STATEMENT**

6. RELATED EXPERIENCE (No more than 10 projects of comparable type, size and complexity)					
In the shaded areas for each listed project, list member of the proposed team who works on that project and describe the extent of their involvement					
PROJECT	PUBLIC/PRIVATE CLIENT	COMPLETION DATE	LOCATION	CONSTRUCTION COST	ROLE IN PROJECT
1)					
2)					
3)					
4)					
5)					
6)					
7)					
8)					
9)					
10)					

**TAMPA SPORTS AUTHORITY
PROFESSIONAL QUALIFICATIONS STATEMENT**

7a. KEY MEMBERS OF PROPOSED TEAM BY NAME				
ROLE	NAME	REGISTERED?	DISC OF REG/TRAINING	CITY OF RESIDENCE
Principal-in-Charge				
Project Manager				
Project Engineer or Architect				
Project Construction Administrator				
Other Key Member				

7b. CONSULTANTS				
ROLE	NAME	REGISTERED?	DISC OF REG/TRAINING	CITY OF RESIDENCE
Construction Management				
Architecture*				
Mechanical Engineering				
Electrical Engineering				
Structural Engineering				
Other				
Other				

**Only for use when applicant is not an architectural firm*

**TAMPA SPORTS AUTHORITY
PROFESSIONAL QUALIFICATIONS STATEMENT**

8. ARBITRATION, LITIGATION, MEDIATIONS AND DISPUTES			
PROJECT	DATE	DESCRIPTION OF LEGAL CONCERNS AND FINAL OUTCOME	VALUE IN EXCESS OF \$500,000
1)			
2)			
3)			
4)			
5)			
6)			
7)			
8)			
9)			
10)			

**TAMPA SPORTS AUTHORITY
PROFESSIONAL QUALIFICATIONS STATEMENT**

9. REFERENCES – For each project listed in response to question 6, provide the following information:				
PROJECT	OWNER	OWNER’S REP (Name and Phone #)	COMPLETION DATE	CONSTRUCTION COST
1)				
2)				
3)				
4)				
5)				
6)				
7)				
8)				
9)				
10)				

10. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE INFORMATION CONTAINED IN THIS PQS IS ACCURATE IN ACCORDANCE WITH THE PQS INSTRUCTIONS WHICH MAKE UP THE FIRST THREE PAGES OF THIS FORM. (Subject to Perjury Laws, Chapter 837, Florida Statutes) I understand that the provision of false information could be cause for my firm’s disqualification from applying for other Tampa Sports Authority work for a period of up to three years.

Signature

Type Name and Title of Signer

Date

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) policies, forms, and endorsements or broader where applicable.

INSURANCE REQUIREMENTS

Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the Authority.

INSURANCE COVERAGE AND LIMIT REQUIREMENTS

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

Florida Statutory Requirements:

\$500,000 Limit Each Accident
\$500,000 Limit Disease Aggregate
\$500,000 Limit Disease Each Employee

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

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

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

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

Bodily Injury, Personal Injury, & Property Damage Liability:

\$1,000,000 Combined Single Limit Each Occurrence and Aggregate

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

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

Bodily Injury, Personal Injury & Property Damage Liability:

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

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

Bodily Injury & Property Damage Liability:

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

4. **Professional Liability Insurance**, if applicable, shall be maintained by the Licensee indemnifying the Authority against liability arising out of acts and omissions in the furnishing of professional services pursuant to this proposal, with limits not less than:

Professional Liability:

\$2,000,000 Combined Single Limit Each Occurrence and Aggregate