



**4201 N. DALE MABRY HIGHWAY
TAMPA, FLORIDA 33607**

BID #16-07

**PEST CONTROL SERVICES,
RAYMOND JAMES STADIUM**

MANDATORY PRE-BID CONFERENCE:

THURSDAY, MARCH 16, 2017 @ 10:00AM

BID DUE DATE:

WEDNESDAY, MARCH 29, 2017 NOT LATER THAN 10:00 AM

**DELTECIA JONES
PROCUREMENT DEPARTMENT**

JANUARY 25, 2017

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INVITATION TO BID

BID #16-07

SPECIFICATION FOR: Pest Control Services, Raymond James Stadium

MANDATORY PRE-BID
CONFERENCE: Thursday, March 16, 2017 at 10:00am

BID DUE DATE: Wednesday, March 29, 2017 at 10:00am

PLACE OF BID OPENING/CONFERENCE: Tampa Sports Authority Office

GENERAL TERMS AND PROVISIONS:

1. BIDS:

Prices must be quoted on the sheet furnished by this department, no other will be accepted. All prices quoted F.O.B. Tampa, Florida.

The responsibility for getting the bid to the Authority on or before the stated time and date will be solely and strictly the responsibility of the bidder. The Authority will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bid. Bid time will be and must be scrupulously observed. Under no circumstances will bids delivered after the time specified be considered. Such bids shall be returned to the vendor unopened with the notation, "THIS BID WAS RECEIVED AFTER THE TIME DESIGNATED FOR THE RECEIPT AND OPENING OF BIDS".

2. EXCEPTIONS TO BID:

The bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF BID:

Bidders may request withdrawal of a posted sealed proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Purchasing Department, in writing.

Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS:

The Tampa Sports Authority reserves the right to reject any and all bids, to waive any informalities or minor irregularities in the bids received, and to accept that bid which in its judgment, best serves the interest of the Authority. The Authority hereby fully retains full discretion to determine the responsiveness of the bid and Bidder's responsibility, character, fitness and experience to perform the Work.

Bidders may be disqualified and rejection of proposals may be recommended to the Authority for any of but not limited to the following causes:

- (A) Failure to use the proposal form furnished by the Authority;
- (B) Lack of signature by an authorized representative on the proposal form;
- (C) Failure to properly complete proposal;
- (D) Evidence of collusion among proposers. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders void;
- (E) Advance disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that particular bid solicitation or request;
- (F) Omission of proposal guarantee;
- (G) Unauthorized alteration of bid form. Authority reserves the right to waive any minor informality or irregularity;
- (H) Failure to sign and return any addenda;
- (I) Faxed, e-mailed and/or unsealed bids will be rejected.

5. INCONSISTENCIES ON CONDITIONS:

In the event there are inconsistencies between the General Provisions and other bid terms or conditions contained herein, the former will take precedence.

6. QUESTIONS, ADDENDA AND INTERPRETATIONS:

- A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The Authority is not bound by any oral representations, clarifications, or changes made in the written specifications by Authority's employees, unless such clarification or change is provided to bidders in written addendum form from the Purchasing Manager.

Bidders shall promptly notify the Authority, prior to submission of their Bid Proposal, of any ambiguity, inconsistency or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

- B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.
- C. All questions concerning the project shall be submitted on or before **1:00 p.m., Wednesday, March 22, 2017**, in writing with date, company name and contact via e-mail, fax, or mail to:

Tampa Sports Authority, 4201 North Dale Mabry Highway, Tampa, Florida 33607;
Fax: (813) 350-6611 OR;
Email: djones@tampasportsauthority.com

- D. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, will be mailed and/or emailed to all prospective Bidders (at the respective addresses furnished for such purposes or as listed on the Mandatory Pre-Bid Conference Sign-in Sheets (if applicable) prior to the date or time fixed for the opening of bids. The Authority will not be responsible for any other explanations or interpretations of the proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the Contract Documents.
- E. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. **AWARD OF CONTRACT:**

The Contract will be awarded to the lowest responsible and responsive Bidder, and whose bid is considered to be in the best interest of the Authority. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the Authority and based upon the character, fitness, experience, history and financial status of the Bidder.

- A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the Authority.
- B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

- C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:
1. The ability, capacity and skill of the Bidder to perform the contract or provide the service required;
 2. Whether the Bidder can perform the contract 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 Bidder;
 4. The quality of performance of previous contracts or services. For example, the following information will be considered:
 - a. The administrative and consultant cost overruns incurred by Authority on previous contracts with Bidder,
 - b. The Bidder's compliance record with contract general conditions on other projects,
 - c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
 - d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,
 - e. The Bidder's demonstrated cooperation with the Authority and/or other contractors on previous contracts,
 - f. Whether the work performed and materials furnished on previous contracts were in accordance with the Contract Documents.
 5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services;
 6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service;
 7. The quality, availability and adaptability of the goods or services to the particular use required;
 8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract;

9. Whether the Bidder is in arrears to any Owner on debt or contract, or is a defaulter on surety to any Owner;
10. Such other information as may be security by the Authority having bearing on the decision to award the contract, to include, but not limited to:
 - a. The ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work,
 - b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects,
 - c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked,
 - d. Whether Bidder's contract on other projects has ever been terminated.

D. The purpose of the above is to enable the Authority to select the bid which is in the best interest of the Authority. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate responsibility of the Bidder.

E. The Authority reserves the right to defer award of this contract for a period of forty-five (45) days after the due date of bids. During this period of time, the Bidder shall guarantee the prices quoted in his/her bid.

8. BRAND NAMES "OR EQUAL":

Whenever in this Invitation, any particular materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording will be deemed to be followed by the words "or equal". Proof satisfactory to Authority must be provided by bidder to show that the alternative product is, in fact, equal to the product required in the specifications.

9. DISCOUNTS:

Discounts for prompt payment offered may be taken into consideration during bid evaluation. Terms of payment offered will be reflected in the space provided on the Bid Proposal forms.

10. TAXES:

The Authority is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the Authority shall be excluded in the Bidder's Proposal. Authority reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. Authority may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase Authority Designated items tax free.

11. COLLUSION CLAUSE:

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders void.

Advance disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that particular bid solicitation or request.

12. EEOC/WMBE/DM/DWBE/SBE/S-DV:

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 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.

13. ASSIGNMENT OF CONTRACTUAL RIGHTS:

It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of the Authority and any sureties.

14. TIMELY DELIVERY:

Time will be of the essence for any orders placed as a result of this bid. The Authority reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.

15. DEFAULT OF CONTRACT:

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

16. ACCEPTANCE OF MATERIAL:

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the Authority. It must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the Authority is found to be defective or does not conform to specifications, the Authority reserves the right to cancel the order upon written notice to the bidder and return product to bidder at the bidder's expense.

17. IDENTICAL TIE BID:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and services 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. In order to have a drug-free workplace program, a business shall abide by the policies outlined below:

- 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 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 1.
- D. In the statement specified in Subsection 1, 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 any violation of Chapter 893 or 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.

18. DAMAGE:

In the event any materials, equipment or other property of the Authority shall be damaged or destroyed by personnel furnished by Contractor, Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of Authority.

19. FEES, LICENSES AND PERMITS:

In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold Authority harmless from any liability which may be imposed upon Authority by reason of any

alleged violation of the law by contractor, or for failure to pay taxes or secure necessary licenses or permits.

20. EMPLOYEE CONFLICT:

The Tampa Sports Authority will not contract with persons, firms or corporations where an Authority officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

21. CONVICTED VENDOR LIST:

In accordance with s.287.133(3)(a), Florida Statutes, prospective Bidders are hereby advised as follows:

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods and 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

22. PARTIAL BID:

Bidders may submit partial bids for one or more items. Tampa Sports Authority reserves the right to award to multiple vendors.

23. OTHER AGENCIES:

All Bidders 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 Bidder(s).

24. BID SECURITY (If Applicable):

A. Each bid must Bidder, made p provided herei purposes of this shall be issued the approved U Guide and whic

N/A

ier's or Certified Check of the s bond on the Bid Bond Form than 5% of his/her bid. For the Base Bid. The bidders bond business in Florida, which is on ting by the latest Best Insurance

B. Said bid secur awarded the wo security shall b but the three lo security will be have executed t notified of the the Bidder may Authority's rec specified 45 da Bid prices are f opening.

er will enter into a contract if o so enter into said contract, the a security shall be returned to all ening of bids and the remaining ority and the successful Bidder arded or the bidder has not been e (45) days of the bid opening, a of his bid security. If, at the maintain his/her bid beyond the d. Bidder hereby agrees that all y accept up to 45 days from Bid

25. LIQUIDATED DAMAGES:

The Successful Bidder, days after he has receiv security deposited with

N/A

e the Contract within Seven (7) shall forfeit to the Authority the lure or refusal.

26. SECURITY FOR FAITH

The Successful bidder project is located a Per (100%) of the Contract Payment Bond in an ar security for the payme Contract. Both the Per Documents (if applicab State of Florida, which maintain an A- rating v The Performance and P Authority not later than proceed until both bonds

N/A

records of the County where the nt equal to one hundred percent ance of the Contract and also a (100%) of the Contract Sum, as furnishing materials under this e forms set forth in the Contract re licensed to do business in the easury List of Sureties, which ise acceptable to the Authority. ents and shall be delivered to the No work or mobilization may ity.

27. CONTRACT TERMINATION:

The contract may be terminated at any time by the Authority giving written notice to the Contractor sixty (60) days prior to the desired termination date.

28. DUE DILIGENCE:

Due care and diligence has 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, Score of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Proposer's risk.

29. 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: **JANICE HOSEY, EXECUTIVE ASSISTANT TO THE CEO/PRESIDENT, TAMPA SPORTS AUTHORITY, 4201 N. DALE MABRY HWY., TAMPA, FL 33607; EMAIL: JHOSEY@TAMPASPORTSAUTHORITY.COM; PHONE (813) 350-6515 OR FAX (813) 350-6615.**

30. 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.

31. 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.

32. 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.

33. EX PARTE COMMUNICATION:

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

Purchasing Department
4201 N. Dale Mabry Highway
Tampa, FL 33607
813-350-6611 (Fax)

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

34. 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.

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

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

- a) Meetings where vendors make oral presentations or answer questions as part of a competitive solicitation;

- b) Meetings of a TSA evaluation, grading or negotiating team to discuss negotiation strategy;
- c) Negotiation sessions with vendors.

36. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA:

The Authority requires all companies who are awarded a bid/proposal to provide proof of “active/current” registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the Authority.

37. 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.

38. NON-EXCLUSIVE CONTRACT:

This is a non-exclusive Contract. The Authority reserves the option to purchase any service(s), materials or equipment from an alternate source.

39. CONTRACT TERMS:

This Contract shall be in effect for a three (3) year period beginning **June 1, 2017 through May 31, 2020**. This Contract may be extended for one (1) additional two (2) year period at the sole option of the Authority at the same terms and conditions as the original Contract to be effective **June 1, 2020 through May 31, 2022**.

- A. Prices must be valid and remain the same for the initial term and any extensions requested by the Authority.
- B. Request for price adjustments must be solely for the purpose of accommodating an increase in the Contractor's cost, not profits. The percentage change between the prevailing rate and the requested rate shall not exceed the percentage change between the Consumer Price Index for Tampa-St. Petersburg-Clearwater, FL that was in effect at the beginning of the existing contract period and the one in effect at the time of request for rate increase.
- C. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

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

Proposer's Signature

INFORMATION/INSTRUCTION TO BIDDERS

1. PRE-BID CONFERENCE/SUBMISSION OF BIDS/BID OPENING:

- A. A Mandatory Pre-Bid Conference is scheduled for **Thursday, March 16, 2017 at 10am** at the Tampa Sports Authority's office. The final day for asking questions regarding this Bid is **Wednesday, March 22, 2017 not later than 1:00 p.m.** All questions must be submitted in writing and via email to djones@tampasportsauthority.com or via fax to 813-350-6611.
- B. Bids will be received by the Tampa Sports Authority and will be opened and read aloud on **Wednesday, March 29, 2017 at 10:00 a.m.** at the Tampa Sports Authority offices. Bidders, or their representatives, and other interested persons may be present at the opening of proposals.
- C. Bidders shall present a sealed opaque envelope, identified with the project name, Bid number and contractor's name. Bids must be delivered to the TSA office, as listed within this bid document, on or before the due date and time specified and must be addressed to:
- Tampa Sports Authority
Raymond James Stadium
Attn: Deltecia Jones, Purchasing Dept.
4201 N. Dale Mabry Highway
Tampa, FL 33607**
- D. Bids shall be signed in ink by an official of the firm submitting the bid. The bid submitted by a partnership shall list the name of all partners and shall be signed in the partnership name by one of the members of the partnership.
- E. Prices must be quoted on the sheet furnished by the Authority. No other will be accepted. All prices shall be quoted F.O.B. Tampa, Florida.
- F. Bids which have been submitted may not be modified or withdrawn after submission. Negligence on the part of the bidder in the preparation of his bid shall not be grounds for the modification or withdrawal of a bid after the time set for bid opening.
- G. The Bidders shall assume full responsibility for timely delivery at the location designated for receipt of Bids. The responsibility for getting the bid to the Authority on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The Authority will in no way be responsible for delays caused by any express or standard delivery company, courier service and/or the United States Postal Service or a delay caused by any other occurrence or circumstance.
- H. The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bid. Bid time will be and must be scrupulously observed. Under no circumstances will bids delivered after the time specified be considered. Such bids shall be returned to the vendor unopened with the

notation, "THIS BID WAS RECEIVED AFTER THE TIME DESIGNATED FOR THE RECEIPT AND OPENING OF BIDS".

2. DEFINITIONS:

A. THE BID:

A Bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

B. BASE BID:

The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or form which work may be deleted for sums stated in Alternate Bids, if any.

C. ALTERNATES:

An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Authority in any combination or not at all.

3. PREPARATION AND SUBMITTAL OF BID FORM(S):

- A. Bids shall be submitted utilizing the Bid Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be cause for disqualification or rejection of the bid.
- B. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit pries shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.
- C. Bids shall not contain any conditions, restatement or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

4. INDEMNIFICATION:

- A. 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, liabilities, penalties, fines, fees, judgments, losses and damages, whether or not a lawsuit is filed, including, but not limited to, costs, expenses and attorneys and experts fees at trial and on appeal (collectively, "Claims") for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
- 1) The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or
 - 2) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws, as hereinafter defined; or
 - 3) 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
 - 4) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors.
- B. 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 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. **All Liability Policies shall provide that the Authority, the City of Tampa, and Hillsborough County are additional insureds** but solely in accordance with and subject to the indemnification provisions set forth in paragraph 4 above 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 Licensor 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 of 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 "claims made" form as opposed to the "occurrence" 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:

**Ms. Janice Hosey, Executive Administrative Assistant
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.

INSURANCE COVERAGE AND LIMITS

- A. **Workers' Compensation and Employers' Liability Insurance** 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 amount of the Employers' Liability Insurance shall not be less than:

Workers' Compensation	Florida Statutory Requirements
Employers' Liability:	\$100,000 Limit Each Accident
	\$500,000 Limit Disease Aggregate
	\$100,000 Limit Disease Each Employee

- B. **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 event.

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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- C. **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 event with limits of not less than:

Bodily Injury & Property Damage Liability:

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

SPECIAL TERMS AND CONDITIONS

- A **INTENT OF SPECIFICATION:** The intent is to obtain the most cost effective pest control services for Tampa Sports Authority while maximizing the quality and level of service. The Authority is seeking qualified pest control companies to provide labor, materials, services, skills, supervision and necessary tools and equipment to insure that customer facilities will be free of pests. Qualified companies must have the capability to perform and complete the services in all respects in accordance with the solicitation documents.
1. **EXCEPTIONS:** The following pest control functions are not included in this agreement: Bat and snake control as well as fumigation.
 2. **INSPECTION OF BUILDING:** Vendor shall be responsible for assessing the size and condition of all areas prior to submitting the bid. Vendor's failure to do so will not excuse the vendor from fulfilling the terms of the resulting contract.
 3. **TERMINATION:** This agreement may be terminated at any time by either Authority or Contractor by giving written notice sixty (60) days prior to the desired termination date with written notice directed to the Director of Operations of Raymond James Stadium.
 4. **VENDOR SHALL SUBMIT WITH THE BID:** A list of the following:
 - a. Number of years in the pest control business.
 - b. Number of service vehicles and employees.
 - c. Three (3) commercial accounts presently servicing (With telephone numbers, contract persons and activities).
 - d. Three (3) Commercial accounts previously held by vendor (The telephone numbers, contract persons and length of contract).
 - e. Copies of applicable licenses, permits and other documents required by regulatory agencies.

SPECIFICATIONS

SCOPE OF WORK

- A. **SCOPE OF SERVICES:** These specifications provide guidelines for accomplishing professional pest control service for the extermination and control of roaches, ants, silverfish, rats, mice, bees, carpet beetles, centipedes, millipedes, wasps, spider, earwigs, crickets, pigeons, fruit flies and moths.

A thorough inspection will be performed during each one (1) month service period and appropriate treatment procedures will be executed to control and/or prevent infestations based on the findings of the inspection.

All pesticides used will be EPA registered and applied in accordance with Federal regulations and product label instructions. Copies of the product labels and materials Safety Data Sheets will be provided to the owner upon request.

Services to Raymond James Stadium will be a minimum of one (1) visit per week as indicated in "EXHIBIT B". Should additional inspection and treatment activity be necessary to fully control the pest problem, this will be done at no additional charge to the owner.

- B **FACILITIES/AREAS TO BE SERVICED:** The following facilities/areas shall be included in this contract with pest control services provided as specified for each area. All measurements are approximate only and are subject to change at any time throughout the term of this contract.

1. **OFFICES**

Administrative and staff offices will be inspected on each regular visit. Offices that are in close proximity, as well. Employee break room, coffee/coke areas and lounges.

2. **RESTROOMS**

All restroom facilities will be inspected each month. All pest problems discovered during scheduled inspection will be immediately treated and the technician may schedule a follow-up, if needed.

Due to the heat and humidity present in some areas, the technician may execute a preventative treatment program. Ground level restrooms and the more publicly used facilities are likely candidates for preventative action.

3. **CLUB SEAT AREA**

All stadium guest areas will be inspected each month. This will be a sensitive area because of the stadium guests that are involved. Great ease will be taken in evaluating these areas.

4. LOCKER ROOM/DRESSING AREAS

Home and Visitor areas: All locker rooms and dressing areas will need to be inspected each month.

5. EQUIPMENT STORAGE/WAREHOUSING AREAS

Food Services: To alleviate the risk of contamination, it is recommended that the technician prepare for pest control service by removing or protecting all exposed foods, food ingredients, dishes, pots, pans and flatware. Adequate protection is afforded by placing these items into plastic bags, which are then tied shut, or by placing them in a walk-in refrigerator.

6. Kitchen and Food Preparation (Options)

Note: Company to provide a detailed list for treatment of these areas.

7. VENDING MACHINE AREA

All vending machine areas will need to be inspected and preventative maintenance applied each month.

This will include the lobby and reception area, board room, etc.

8. BUILDING EXTERIOR

Every month, the entire perimeter of the building will be inspected.

9. LIGHT TOWERS

Light tower to be treated for pigeon control each month, if necessary.

10. Currently, corn treated with a non-lethal dose of Avitrol is used to control the pigeon population. There are a total of 40 bait stations in the stadium, located on the upper and main concourse.

C. TSA GENERAL MANAGER: The "TSA General Manager" shall be responsible for:

1. Providing any special instruction to the Contractor.
2. Authorizing the Contractor's performance of any additional services which may be permitted hereunder.
3. Reviewing the Contractor's performance.
4. Identifying facilities to be added/deleted.
5. Directing the Contractor as to the manner of starting the work so as to cause minimum interference to building occupants.

D. **PAYMENTS TO THE CONTRACTOR:**

Payment to the Contractor of the stated bid price, will be made monthly upon presentation of an invoice for certification and payment. Payment shall be rendered only for services satisfactorily provided to those areas. If unsuitable services have been brought to the attention of the Contractor and has not been rectified by the time the monthly invoice is rendered, payment of the entire monthly invoice will be withheld until the condition is made satisfactory. The invoice must show all the areas serviced in the same order they appear in the scope of this Contract and must be accompanied by a properly signed and dated original service ticket for each area.

In the event this Contract becomes effective or terminates during the course of a month, the amount to be paid the Contractor for the past month shall be determined by prorating the amount specified in the Contract for a full month on the basis of the number of days in the month involved.

E. **AUTHORITY SUPERVISION:**

The performance of this Contract shall be monitored by the Authority Manager, or his authorized representative (s), who is in charge of providing occupancy service to the building.

If the Manager finds that repairs or changes are required to the building, its contents, or its appurtenances, which in the opinion of the Manager, are necessary as a result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the Contractor shall promptly upon receipt of written notice from the Manager, place in satisfactory condition, in every particular, all of such work, correct all defects and shall make good any work or materials, or equipment and contents of said building or site disturbed in making such restoration.

In any case where the fulfilling of the requirements of the Contract or any restoration work embraced in or required thereby, the Contractor disturbs any work guaranteed under another Contract, he shall restore such disturbed work to a condition satisfactory to the Manager and guarantee such restored work to the same extent as it was guaranteed under such older Contract. It shall be the Contractor's responsibility for initiating, maintaining and supervising all safety precautions and programs in connection with the work, and ensure the protection of building, occupants and property. Any damage to existing facilities or property, either public or private will be the responsibility of the Contractor.

Everything done in accordance with the requirements of this provision shall be without additional expense to the Authority.

F. **OTHER CONTRACTS**

The Authority may undertake or award other contracts for additional work, and the Contractor will carefully fit his own work to such other additional work as may be directed by the Authority representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by another Contractor, or by Authority employees.

The Authority may undertake or award other Contracts for work not being performed acceptably by the Contractor or work not being accomplished on time by the Contractor. Costs incurred thereby will be deducted from the Contractor's monthly invoice.

G. CONTRACTOR QUALIFICATIONS:

1. The Contractor is required to have an established local business office staffed with enough qualified personnel to be able to meet the needs of this Contract.
2. The bidder and resulting Contractor shall be licensed with the State of Florida for the application of pesticide. Proof of said license should be submitted with the bid response.
3. The Contractor shall be experienced in work similar in scope and magnitude to this project. Proof of said experience should be submitted with the bid response.
4. The Contractor will provide a sufficient number of vehicles to provide the services required in this Contract.
5. The Contractor should provide a minimum of three (3) Pest Control references with their bid, current within the last two (2) years, for services performed in facilities similar to those to be serviced under the Scope and Specifications required in this Contract. These references should include the names of the companies, their addresses, approximate square footage, the phone numbers, the name of person to contract and the length of time the Contractor performed Pest Control services to each.
6. The Authority reserves the right to confirm the Bidder's qualifications and to inspect facilities and equipment. The Bidder agrees to the release of information to the Authority, as deemed necessary, by the Authority for this confirmation.

H. REQUIREMENTS:

1. Prior to commencement of the Contract, the Authority representative and the Contractor shall meet and review the total workload and the schedule of services proposed by the Contractor. This schedule must show each facility and/or areas in the order it appears in this Contract and on which day (s) of the month each areas will be serviced.

This schedule must be mutually acceptable to the Contractor and the Authority representative. The Contractor is required to render all services set forth in this Contract, even though it may be necessary to supply man-hours in addition to the anticipated minimum originally contemplated by the Contractor.

2. The Contractor will require employees to be dressed in distinctive attire and photo I.D. Badges, which readily identify them as Contractor's personnel, while performing the services required in this Contract. They may, also be asked from time to time to identify themselves. They are expected to comply with all other security arrangements.

3. From time to time a user department may vacate or in some other way affect a facility in such a way as to make it unnecessary to continue Pest Control services either permanently or short-term. In these cases, the Contractor is required to notify the Authority representative of this condition and adjust the invoices accordingly to reflect these changes.
4. Services shall include clean-out and control of roaches, ants, silverfish, rats, mice, bees, carpet beetles, centipedes, millipedes, wasps, spiders, earwigs, crickets, pigeons, fruit flies, moths and all other flying insects, for all areas at the listed locations. The Contractor shall be required to remove, from the premises of any serviced areas, remains of any affected pests as determined by the Authority's representative.
5. Maintenance treatments shall include, but not be limited to the following:
6. Exterior Service: Window ledges, accessible from ground floor level, garbage areas and dumpsters.
7. Interior Service: Threshold, baseboards, rugs or floor covering, work stations, desks, equipment areas, food preparation areas, warehousing, storage and file areas.
 - a. Intensive treatment shall include, but not be limited to:
 - b. Crack and Crevice Treatment: For the purpose of these specifications, crack and crevice treatment is defined as the direct application to all out of way areas that might harbor infestation.
 - c. Dusting/Fogging: For the purpose of these specifications, dusting/fogging is defined as treatment whereby chemicals are broken down into minute particles that can impregnate cluttered and out of the way space in a confined area.
8. Intensive service may be required at any areas deemed to have a persistent infestation. The Authority reserves the right to require weekly treatments at location having a persistent infestation.
9. Investigative work, personal interviews and written reports by a supervisor will be required, if necessary, to determine source of infestation. A copy of the report will be submitted to maintenance Superintendent for approval before type of service is changed.
10. Low odor or no odor products will be required for any manned offices or work area during service.
11. Treatments may vary in frequency according to the need or chemicals to be used. Chemicals can be long-term residual type but may meet EPA approval and can only be used within the guidelines approved by EPA—as evidenced on the registered label. Changes must be approved by the Authority representative for chemicals or services at the facilities identified in Scope of Work.

12. Areas To Be Serviced: Should the Contractor determine that any of the recommended chemicals are not effectively working in a particular area, he/she may, after obtaining approval from the Authority representative, change the chemical to control the infestation. The Contractor must provide samples of each pesticide to be used in the performance of the Contract to the Authority representative in properly labeled containers complete with MSDS sheets for each.
13. All services will be performed under the supervision of a certified operator. All service technicians must pass and display State of Florida issued identification cards, and must have sufficient experience in pest control work. The Contractor shall employ only competent, skillful, trustworthy people to perform the work covered by this Contract. The employees shall be neatly attired at all times on the Authority's work area. Should the Authority give notice in writing, at any time, to the Contractor or duly authorized representative of the work that any employee, in the Authority's opinion, is incompetent, unfaithful, disorderly, careless, unobservant of instructions, or in any way detriment to the satisfactory progress of the work, the employee shall be immediately removed from the Authority's property and not allowed on the work site covered in this Contract.
14. Permanent type insect and rodent bait may be used in locations where Contractor deems advisable. However, such bait must be restricted to those locations where persons and animals cannot accidentally come into contact with it.

I. **ADDITIONAL WORK:**

The Authority recognizes that all pests cannot be specified in this bid but are inclusive of pests not previously described with the exception of termites. Other locations may need regular or occasional services on an "as-needed" basis in addition to the locations listed in this bid. These "as needed" services shall be made on a stated price per area or facilities and shall conform to the specifications of this bid. Any such work will require written approval of the Authority representative.

J. **TERMITE NOTIFICATION:**

The Contractor is responsible to advise the Authority of any evidence of termite infestation in any of the areas covered by this Contract. The Contractor will be required to recommend the type of treatment that would be appropriate for the infestation. Termite treatment is not covered under this Contract.

1. The Contractor will provide yearly unit cost for each area or building and total lump sum cost to service the areas or clubhouse building identified in accordance with the instructions on the appropriate price sheet.

K. **ADDITION/DELETION OF AREA FACILITIES:**

The addition and/or deletion of area facilities without invalidating the agreement, the Authority, through its Purchasing Director, reserves the right to, at any time or from time to time, enter into Change Orders (the cumulative total of which shall not exceed twenty-five percent (25%) of the dollar value of the Contract, as awarded) for additions, deletions or rendered under this agreement. Once the twenty-five percent (25%) cap is reached, all other additions, deletions or

revisions in the service shall be valid and enforceable only when evidenced by a written modification executed and approved by the Contractor and the Authority.

1. Addition of Areas and/or Facilities: In the event the Authority desires to add areas and/or facilities to the Contract resulting from this bid, the Authority may request pricing from the Contractor, and if determined to be a fair and reasonable price, may issue a Change Order in accordance with the above provision. The Authority reserves the right however, to Contract for the same or similar services with a different Contractor, at the Authority's sole discretion.
2. Deletion of Areas and/or Facilities: Although, this specification identifies specific areas to be services, it is hereby agreed and understood that the Authority may delete service for any area and/or facility when such service is no longer required during the Contract period upon fifteen (15) calendar days written notice to the Contractor. Upon notification and at the expiration of the fifteen (15) day notice period, an automatic adjustment to the Contract Price shall be made by subtracting the remaining balance of the cost per year for the area and/or facility (ies) deleted.

L. **UNIT PRICE FOR EACH AREA AND/OR BUILDING:**

For the purpose of information as a guide to the pricing of modification agreements, the Bidder should indicate yearly cost for each area extended.

BID PROPOSAL – PEST CONTROL SERVICES, RJS – BID #16-07

By signing this bid, the bidder agrees that this bid is made without any understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection. It is agreed by the undersigned bidder that the signing and delivery of the bid represents the bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by Authority, will represent the agreement between the parties. Base Bid items are to include all completed work as described in the specifications/scope of work.

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

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

PROPOSER/COMPANY NAME: _____

LEVEL DESCRIPTIONS	COLOR/AREA ON CHART	SQUARE FOOTAGE	YEARLY UNIT COST
SERVICE LEVEL	BLUE - TSA	216,960 SQ. FT.	\$
SERVICE LEVEL	PINK - CONCESSIONAIRE	40,172 SQ. FT.	\$
SERVICE LEVEL	GREEN - OTHER	7,968 SQ. FT.	\$

YEARLY AREA TOTAL:	\$
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LEVEL DESCRIPTIONS	COLOR/AREA ON CHART	SQUARE FOOTAGE	YEARLY UNIT COST
MAIN CONCOURSE	BLUE - TSA	6,032 SQ. FT.	\$
MAIN CONCOURSE	PINK CONCESSIONAIRE	43,304 SQ. FT.	\$
MAIN CONCOURSE	GREEN - OTHER	960 SQ. FT.	\$

YEARLY AREA TOTAL:	\$
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LEVEL DESCRIPTIONS	COLOR/AREA ON CHART	SQUARE FOOTAGE	YEARLY UNIT COST
CLUB LEVEL	BLUE - TSA	113,728 SQ. FT.	\$
CLUB LEVEL	PINK - CONCESSIONAIRE	17,152 SQ. FT.	\$

YEARLY AREA TOTAL:	\$
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Proposal sheet continued on next page....

LEVEL DESCRIPTIONS	COLOR/AREA ON CHART	SQUARE FOOTAGE	YEARLY UNIT COST
LOWER SUITE LEVEL	BLUE - TSA	76,000 SQ. FT.	\$
LOWER SUITE LEVEL	PINK - CONCESSIONAIRE	896 SQ. FT.	\$

YEARLY AREA TOTAL: \$

LEVEL DESCRIPTIONS	COLOR/AREA ON CHART	SQUARE FOOTAGE	YEARLY UNIT COST
UPPER SUITE LEVEL	BLUE - TSA	71,392 SQ. FT.	\$
UPPER SUITE LEVEL	PINK - CONCESSIONAIRE	4,344 SQ. FT.	\$

YEARLY AREA TOTAL: \$

LEVEL DESCRIPTIONS	COLOR/AREA ON CHART	SQUARE FOOTAGE	YEARLY UNIT COST
UPPER CONCOURSE	BLUE - TSA	1,056 SQ. FT.	\$
UPPER CONCOURSE	PINK - CONCESSIONAIRE	31,298 SQ. FT.	\$
UPPER CONCOURSE	GREEN - OTHER	1,120 SQ. FT.	\$

YEARLY AREA TOTAL: \$

SERVICE DESCRIPTION	YEARLY UNIT COST
PIGEON CONTROL	\$

YEARLY AREA TOTAL: \$

GRAND YEARLY ALL AREA/SERVICE TOTAL: \$

GRAND CONTRACT TOTAL (3 YEARS): \$

SERVICE DESCRIPTION	UNIT COST
Hourly Labor Rate for other services	\$

GUARANTEE OF BID PROPOSAL

Name of Firm: _____

Street Address: _____

_____ City State Zip

Mailing Address: _____

Phone #: _____ Fax #: _____

E-Mail Address: _____

Business is licensed (unless exempt by applicable law), permitted and certified to do business in the State of Florida: Yes No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): _____

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

Witness

(Authorized Signature in Ink)

Witness

(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

(Date Signed)

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 ADDENDA (If applicable)

I, _____, on this _____, day of _____, 20__ hereby
acknowledge receipt of any and all Addenda Notices hereby issued in regards to this Bid #16-07 for
Pest Control Services, Raymond James Stadium.

Addenda Numbers Received:

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF ABOVE: _____

TITLE OF ABOVE: _____

COMPANY NAME: _____

ACKNOWLEDGMENT OF PRINCIPAL, IF CORPORATION

(STATE OF FLORIDA)

(COUNTY OF _____)

(CITY OF _____)

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

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

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

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

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

NOTARY PUBLIC:

Sign: _____

Print/Type: _____

SEAL

LEGAL STATUS OF BIDDER

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: _____

BIDDER REFERENCE/QUALIFICATION FORM

The bidder shall submit the following minimum information as reference for three (3) similar construction 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.

REFERENCES

BIDDER NAME: _____

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

LOCATION: _____

OWNER REPRESENTATIVE: **Name:** _____

Title: _____

Phone: _____

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

LOCATION: _____

OWNER REPRESENTATIVE: **Name:** _____

Title: _____

Phone: _____

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

LOCATION: _____

OWNER REPRESENTATIVE: **Name:** _____

Title: _____

Phone: _____

**PREFERENCE TO DO BUSINESS WITH DRUG-FREE WORKPLACE PROGRAMS
UNDER SECTION 287.087, FLORIDA STATUTES**

1. This statement is submitted with Bid/Proposal # 16-07 titled Pest Control Services, RJS.
2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids 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 bids will be followed if note 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 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 commodities or contractual services that are under bid a copy of the statement specified in Subsection (A) above;
 - D) In the statement specified in subsection (A) above, 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 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 WITH THE ABOVE REQUIREMENTS.

CONTRACTOR/REPRESENTATIVES SIGNATURE:

TITLE: _____

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

Bid Number: 16-07
Title: Pest Control Services, RJS

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
Fax this form to: 813-350-6611 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 bidders for the Tampa Sports Authority.

SIGNATURE: _____ DATE: _____

NAME (PRINTED): _____

COMPANY: _____

ADDRESS: _____

FEDERAL TAX ID#: _____

PHONE NUMBER: _____ EMAIL: _____

BID CHECKLIST

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

- General Terms and Provisions Acknowledgment “Proposer’s Signature” – Page 14
- Bid Proposal – Page 29
- Guarantee of Bid Proposal – Page 31
- Acknowledgment of Addenda (If applicable) – Page 32
- Acknowledgment of Bidder (If a Corporation, Partnership or Individual) – Page 33
- Acknowledgment of Principal, If Corporation – Page 34
- Legal Status of Bidder – Page 35
- Bidder Reference/Qualification Form – Page 36
- Preference to do Business w/Drug-Free Workplace Statement – Page 37
- Statement of No Bid (Complete this form only if not submitting a bid) – Page 38
- Bid Checklist (Not a mandatory form) – Page 39

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

Date

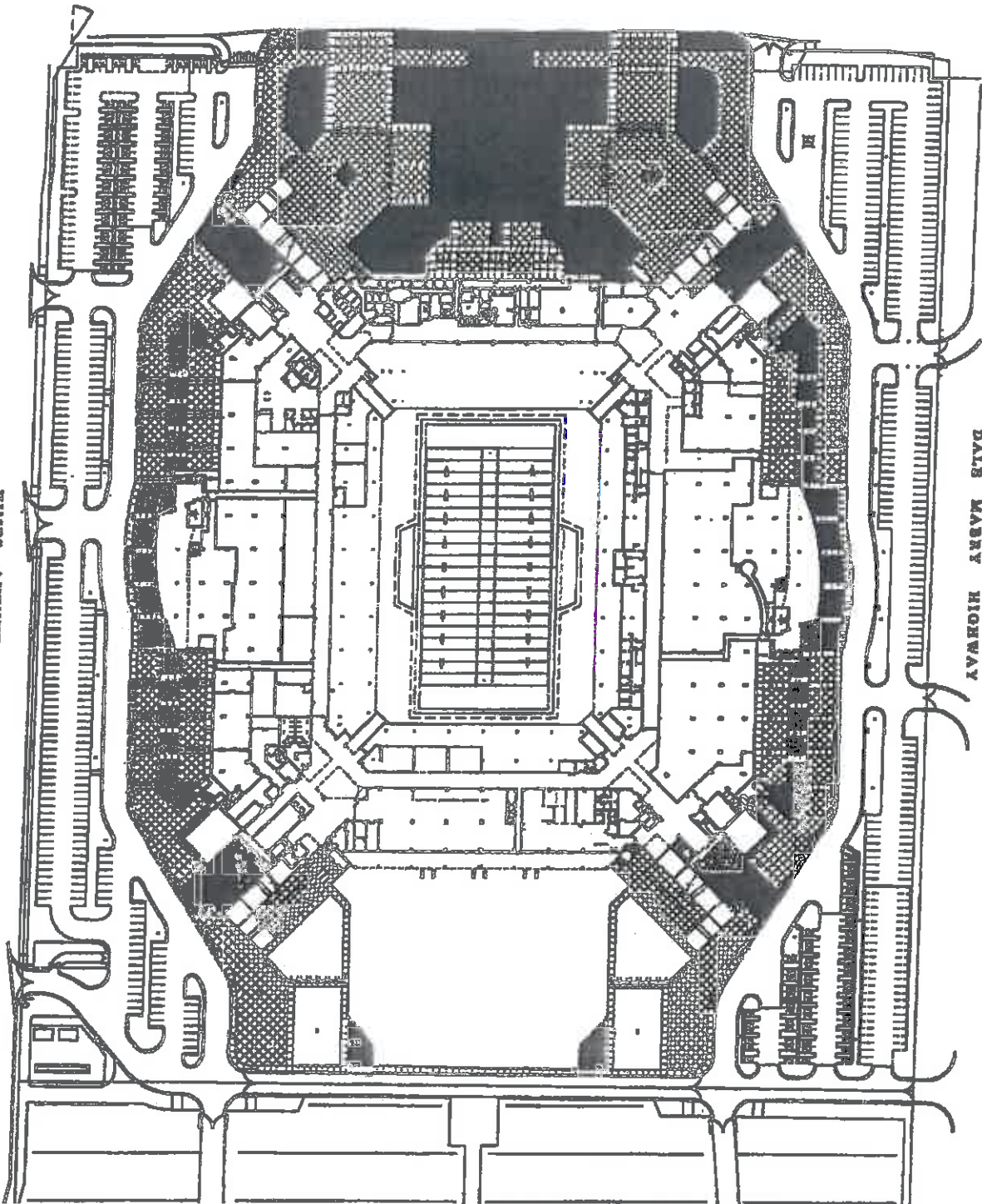
EXHIBIT “A”

RAYMOND JAMES STADIUM

SERVICE MAPS

(Page Attachments)

TAMPA BAY BOULEVARD



DALE MABRY HIGHWAY

ZIMMS AVENUE

SITE PLAN

RAYMOND JAMES STADIUM

TAMPA SPORTS AUTHORITY

TSA

APRANKY

Other

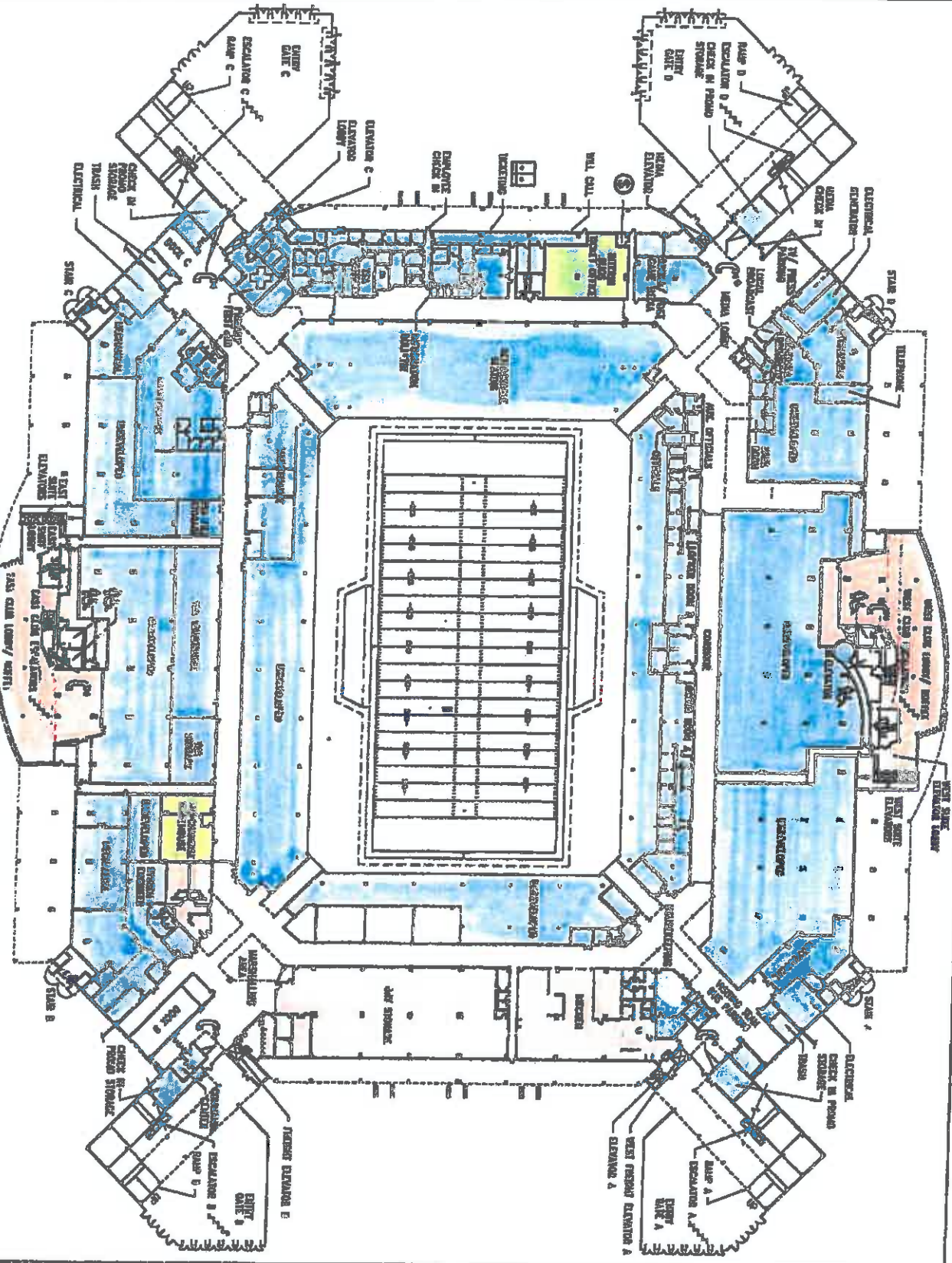


TAMPA COMMUNITY STADIUM

TAMPA FLORIDA

RAYMOND JAMES STADIUM
 TAMPA SPORTS AUTHORITY

SERVICE LEVEL

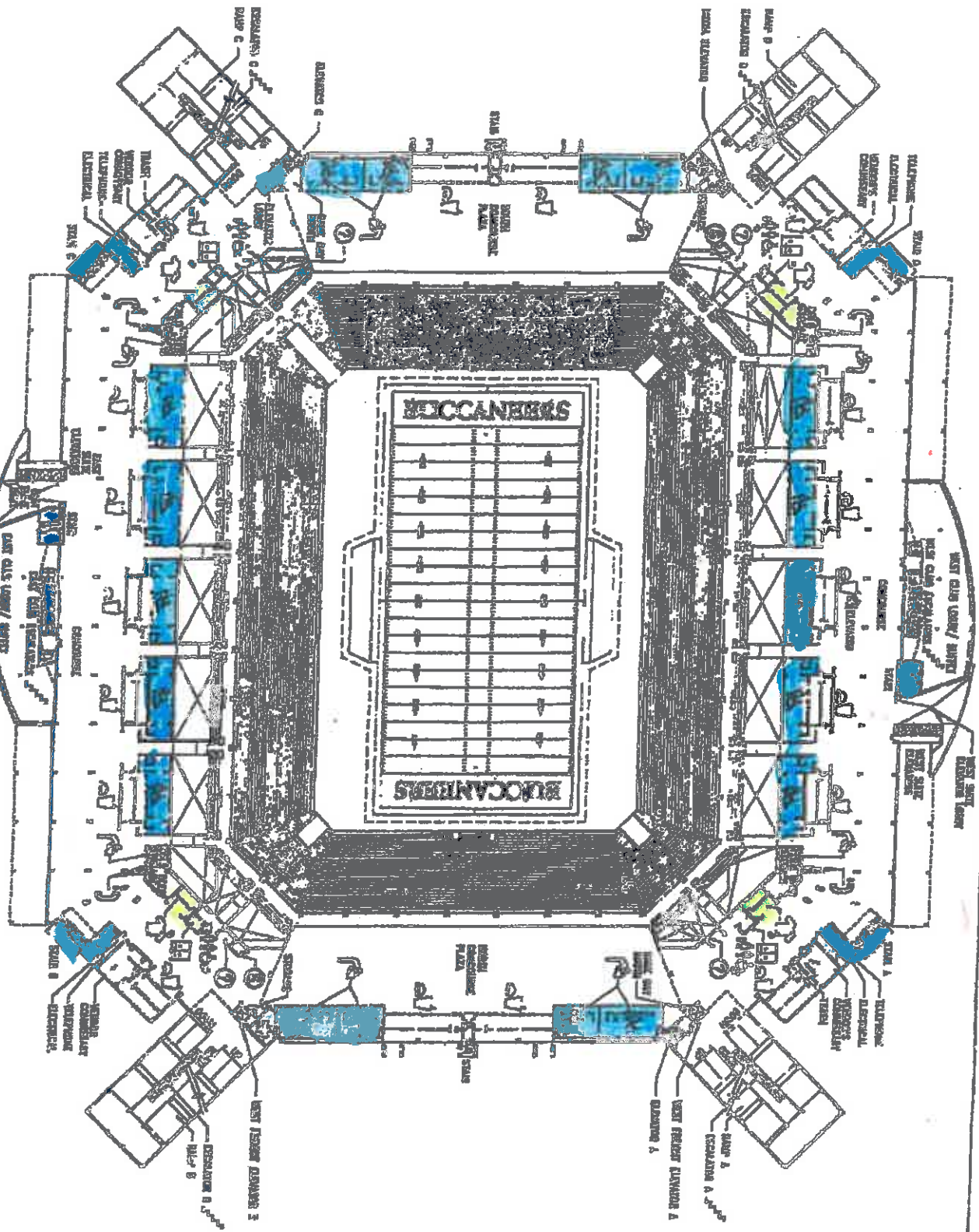


- ① INFORMATION
- ② CONCOURSE
- ③ CONCESSION
- ④ RESTROOM
- ⑤ MEDICAL CENTER
- ⑥ ESCALATOR
- ⑦ ELEVATOR
- ⑧ ENTRY GATE
- ⑨ EXIT GATE
- ⑩ FIELD
- ⑪ SEATING
- ⑫ FIELD LIGHTS
- ⑬ FIELD
- ⑭ FIELD
- ⑮ FIELD
- ⑯ FIELD
- ⑰ FIELD
- ⑱ FIELD
- ⑲ FIELD
- ⑳ FIELD

TAMPA COMMUNITY STADIUM
 TAMPA FLORIDA



RAYMOND JAMES STADIUM
TAMPA SPORTS AUTHORITY



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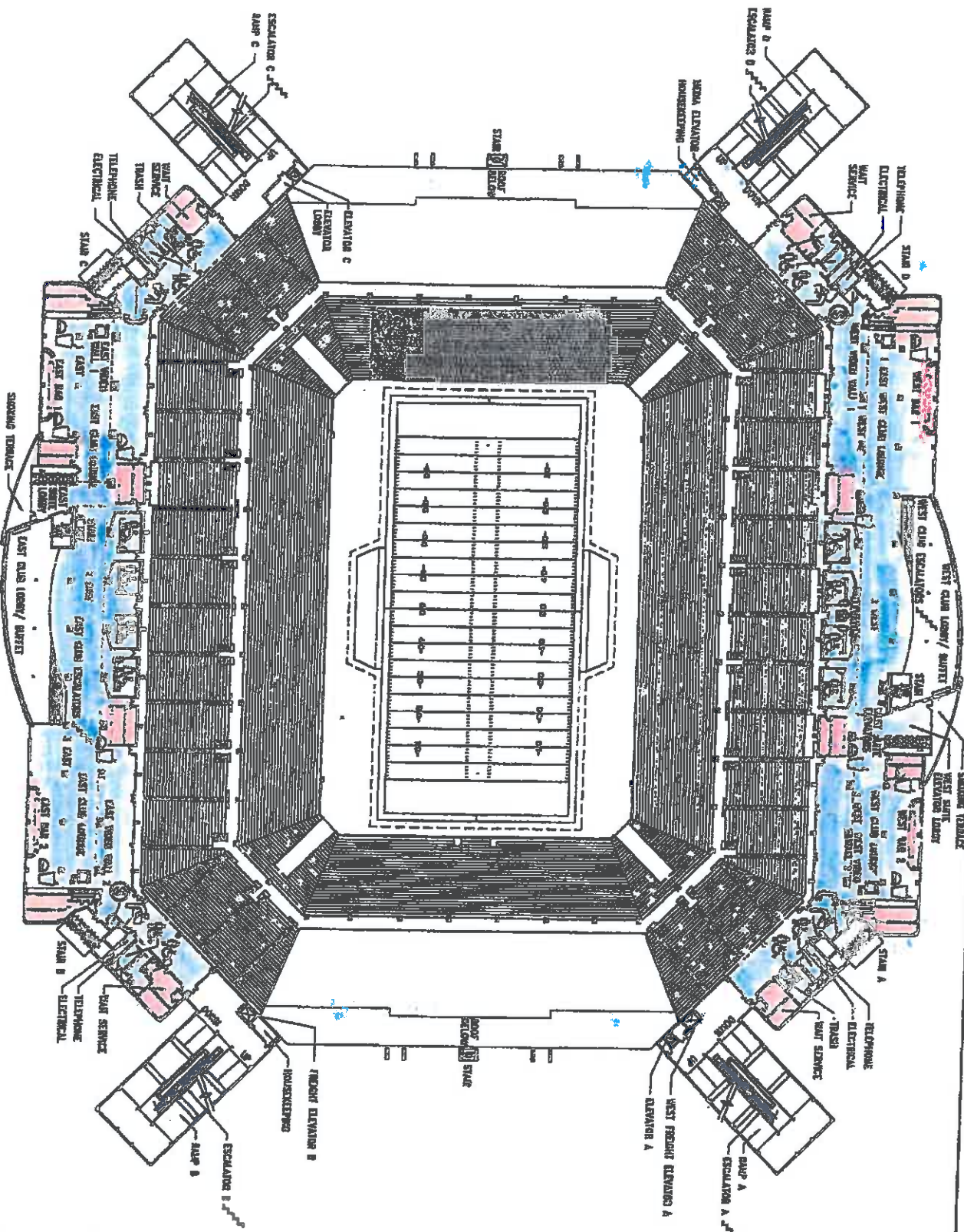
TAMPA COMMUNITY STADIUM
TAMPA FLORIDA

#3



RAYMOND JAMES STADIUM
 TAMPA SPORTS AUTHORITY

CLUB LEVEL



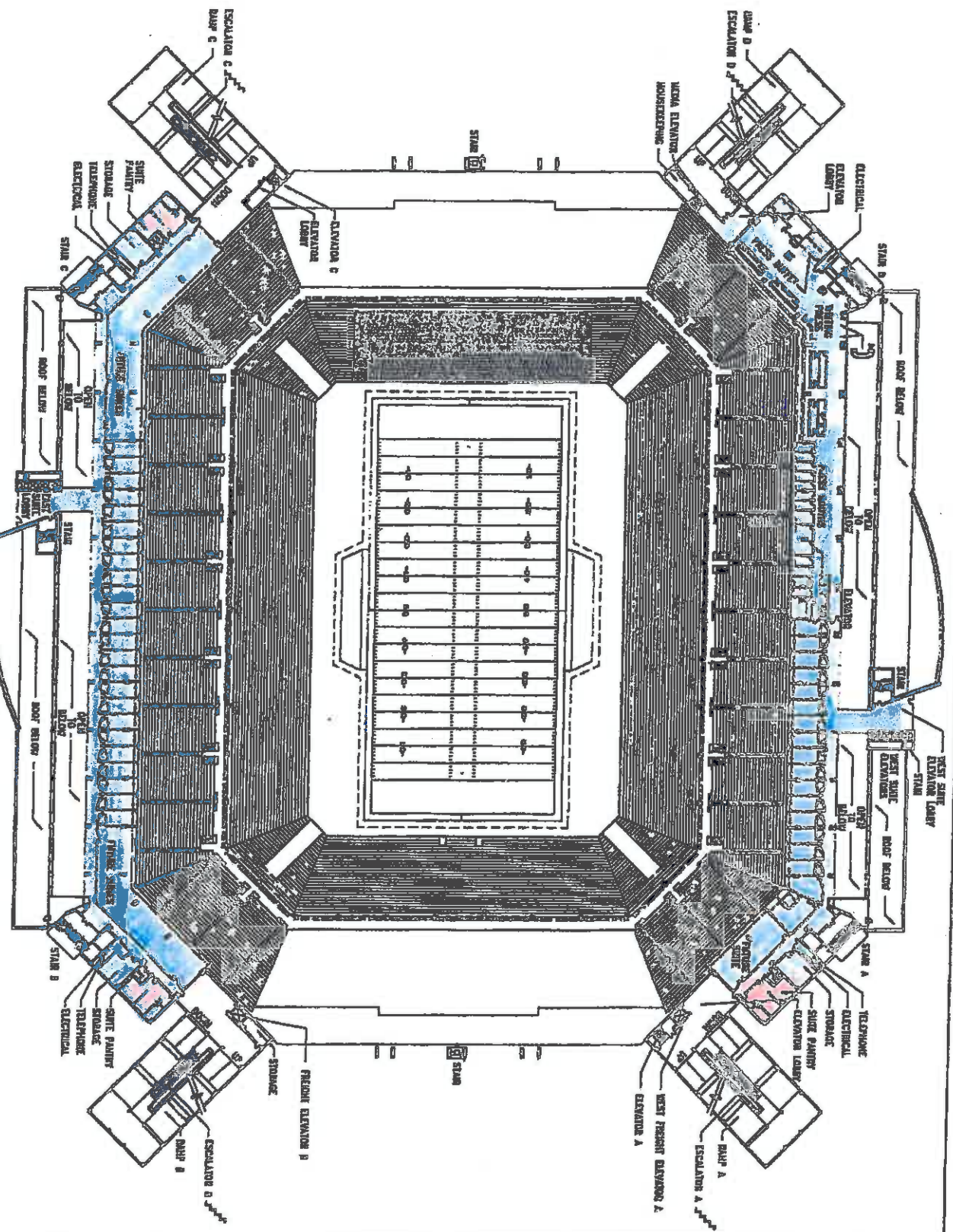
- ① INFORMATION
- ☎ FIELD PHONE
- ☎ TELEPHONE
- ☎ FIRST AID
- ☎ TICKET SALES
- ☎ CONCESSION
- ☎ RESTROOM
- ☎ MEN
- ☎ WOMEN
- ☎ ELEVATOR
- ☎ AIR
- ☎ VIDEO WALL
- ☎ SECURITY
- ☎ CONCESSION
- ☎ TICKET SALES
- ☎ FIRST AID
- ☎ TELEPHONE
- ☎ FIELD PHONE
- ☎ INFORMATION



TAMPA COMMUNITY STADIUM
 TAMPA FLORIDA

RAYMOND JAMES STADIUM
 TAMPA SPORTS AUTHORITY

UPPER SUITS LEVEL



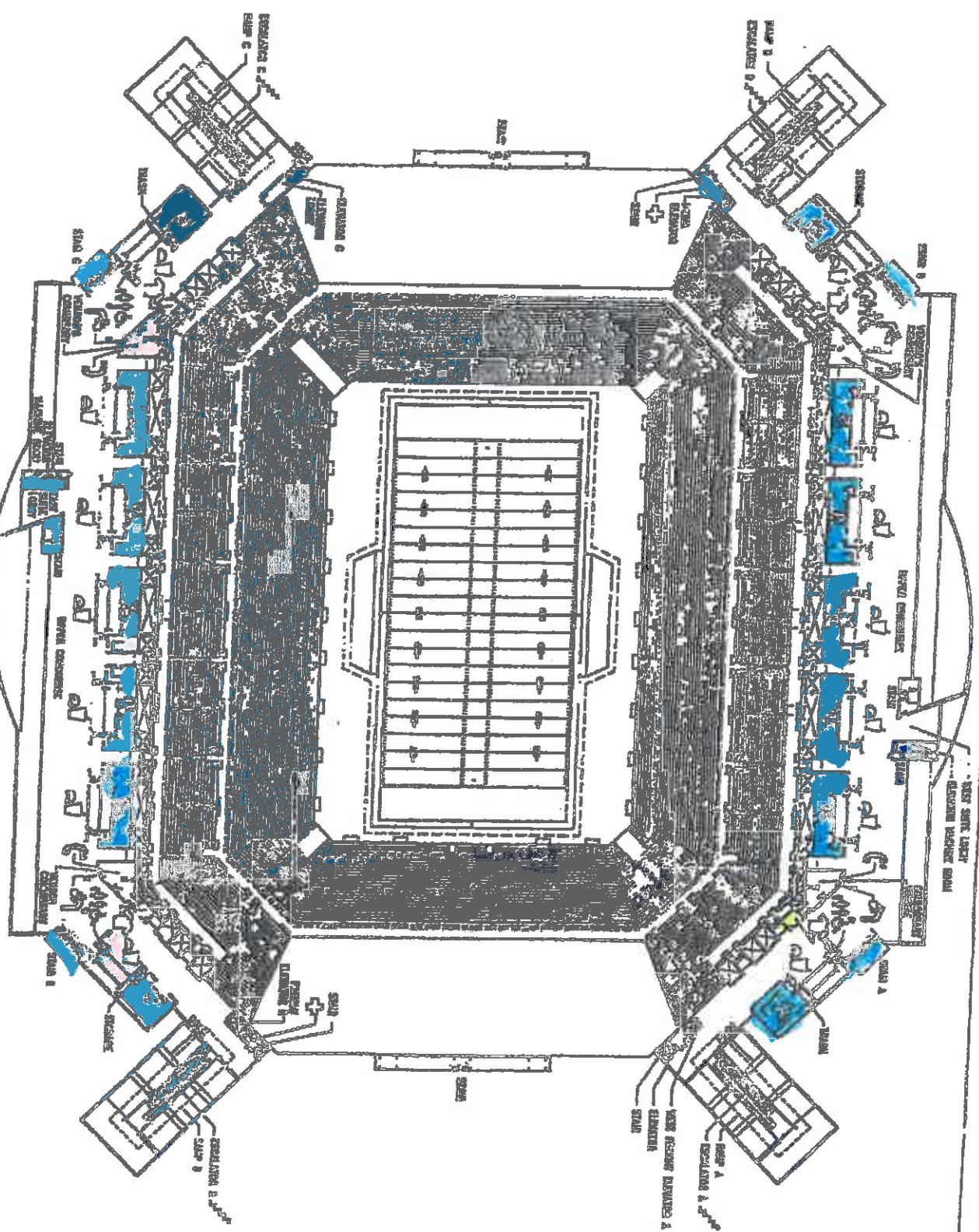
- ② INFORMATION
- FIELD NUMBER
- WALKING ROUTE
- REST AREA
- TOILET BUILDING
- CONCESSION
- MOBILE
- VIDEO WALL
- ATM
- STAIRS
- RESTROOM
- OFFICE
- STORAGE
- FRONT ELEVATOR
- ESCALATOR
- STAIR

TAMPA COMMUNITY STADIUM
 TAMPA FLORIDA



#6

Raymond James STADIUM
TAMPA SPORTS AUTHORITY
UPPER CONCOURSE



TAMPA COMMUNITY STADIUM

TAMPA FLORIDA

#77

EXHIBIT “B”

RAYMOND JAMES STADIUM

SERVICE SHEET SAMPLES

(Page Attachments)

Raymond James Stadium 1st Wednesday of every the Month

Serviced By:	Signature:	Date:
Type of Service:	Time In:	Time Out:
SERVICE LEVEL	N= None, MN = Minor, M = Moderate, H = Heavy	H = Heavy
Nursery: N= None, MN = Minor, M = Moderate, H = Heavy		
Cheerleaders Locker Room :N= None, MN = Minor, M = Moderate, H = Heavy		
Green Room : N= None, MN = Minor, M = Moderate, H = Heavy		
Laundry Room : N= None, MN = Minor, M = Moderate, H = Heavy		
First Aid: N= None, MN = Minor, M = Moderate, H = Heavy		
Restroom at C: N= None, MN = Minor, M = Moderate, H = Heavy		
TSA offices : N= None, MN = Minor, M = Moderate, H = Heavy		
Parking break room : N= None, MN = Minor, M = Moderate, H = Heavy		

Traffic Control: N= None, MN = Minor, M = Moderate, H = Heavy

Jail: N= None, MN = Minor, M = Moderate, H = Heavy

Sentry Restrooms: N= None, MN = Minor, M = Moderate, H = Heavy

Media Dining: N= None, MN = Minor, M = Moderate, H = Heavy

Restrooms at D: N= None, MN = Minor, M = Moderate, H = Heavy

National Broadcast: N= None, MN = Minor, M = Moderate, H = Heavy

Dark Rooms: N= None, MN = Minor, M = Moderate, H = Heavy

Official Locker room: N= None, MN = Minor, M = Moderate, H = Heavy

Home Locker Room: N= None, MN = Minor, M = Moderate, H = Heavy

Visitor Locker Room: N= None, MN = Minor, M = Moderate, H = Heavy

Disable Elevators : N= None, MN = Minor, M = Moderate, H = Heavy

Maintenance Shop, Offices and Bays : N= None, MN = Minor, M = Moderate, H = Heavy

Electrical Maintenance Shop and Offices : N= None, MN = Minor, M = Moderate, H = Heavy

Field Landscaping, Outdoor Landscaping, and Paint Storage Rooms : N= None, MN = Minor, M = Moderate, H = Heavy

Electrical Maintenance Shop and Offices : N= None, MN = Minor, M = Moderate, H = Heavy

Exterior Service Level and Drains : N= None, MN = Minor, M = Moderate, H = Heavy

Trash Compactors Quads A&C : N= None, MN = Minor, M = Moderate, H = Heavy

A Gate : N= None, MN = Minor, M = Moderate, H = Heavy

B Gate : N= None, MN = Minor, M = Moderate, H = Heavy

C Gate : N= None, MN = Minor, M = Moderate, H = Heavy

D Gate : N= None, MN = Minor, M = Moderate, H = Heavy

Aramark Offices : N= None, MN = Minor, M = Moderate, H = Heavy

Aramark Warehouse : N= None, MN = Minor, M = Moderate, H = Heavy

Aramark Kitchen : N= None, MN = Minor, M = Moderate, H = Heavy

Rodent Traps : N= None, MN = Minor, M = Moderate, H = Heavy

Areas Re-Treated: N= None, MN = Minor, M = Moderate, H = Heavy

Raymond James Stadium 2nd Wednesday of every the Month

<p>Serviced By:</p>	<p>Signature:</p>	<p>Date:</p>
<p>Type of Service:</p>	<p>Time In:</p>	<p>Time Out:</p>
<p>MAIN CONCOURSE</p>		
<p>East Main Concourse Restrooms : N= None, MN = Minor, M = Moderate, H = Heavy</p>		
<p>East Main Concourse Restrooms : N= None, MN = Minor, M = Moderate, H = Heavy</p>		
<p>East Main Concourse Restrooms : N= None, MN = Minor, M = Moderate, H = Heavy</p>		
<p>West Main Concourse Restrooms : N= None, MN = Minor, M = Moderate, H = Heavy</p>		
<p>West Main Concourse Restrooms : N= None, MN = Minor, M = Moderate, H = Heavy</p>		
<p>West Main Concourse Restrooms : N= None, MN = Minor, M = Moderate, H = Heavy</p>		
<p>South Endzone Concourse Restrooms : N= None, MN = Minor, M = Moderate, H = Heavy</p>		

South Endzone Restrooms : N= None, MN = Minor, M = Moderate, H = Heavy

North Endzone Concession Stands : N= None, MN = Minor, M = Moderate, H = Heavy

North Endzone Restrooms : N= None, MN = Minor, M = Moderate, H = Heavy

Family Restrooms East & West : N= None, MN = Minor, M = Moderate, H = Heavy

Information Booths Quad A, B, C, D : N= None, MN = Minor, M = Moderate, H = Heavy

First Aid Rooms B & D : N= None, MN = Minor, M = Moderate, H = Heavy

Areas Re-Treated : N= None, MN = Minor, M = Moderate, H = Heavy

Raymond James Stadium 3rd Wednesday of every the Month

Serviced By:	Signature:	Date:
Type of Service:	Time In:	Time Out:

CLUBS, SUITES, PRESS BOX

Upper West Suites : N= None, MN = Minor, M = Moderate, H = Heavy

Upper West Suite Pantries : N= None, MN = Minor, M = Moderate, H = Heavy

Press Box and Pantry : N= None, MN = Minor, M = Moderate, H = Heavy

Lower West Suites : N= None, MN = Minor, M = Moderate, H = Heavy

Lower West Suite Pantries : N= None, MN = Minor, M = Moderate, H = Heavy

West Club Concession Stands : N= None, MN = Minor, M = Moderate, H = Heavy

West Club Restrooms : N= None, MN = Minor, M = Moderate, H = Heavy

West Club Pantries : N= None, MN = Minor, M = Moderate, H = Heavy

West Club Bars : N= None, MN = Minor, M = Moderate, H = Heavy

West Club : N= None, MN = Minor, M = Moderate, H = Heavy

West Club Lobby Restaurant : N= None, MN = Minor, M = Moderate, H = Heavy

West Club Lobby Restrooms : N= None, MN = Minor, M = Moderate, H = Heavy

West Club Lobby : N= None, MN = Minor, M = Moderate, H = Heavy

Upper East Suites : N= None, MN = Minor, M = Moderate, H = Heavy

Upper East Suite Pantries : N= None, MN = Minor, M = Moderate, H = Heavy

Lower East Suites : N= None, MN = Minor, M = Moderate, H = Heavy

Lower East Suite Pantries : N= None, MN = Minor, M = Moderate, H = Heavy

East Club Concession Stands : N= None, MN = Minor, M = Moderate, H = Heavy

East Club Restrooms : N= None, MN = Minor, M = Moderate, H = Heavy

East Club Pantries : N= None, MN = Minor, M = Moderate, H = Heavy

East Club Bars : N= None, MN = Minor, M = Moderate, H = Heavy

East Club : N= None, MN = Minor, M = Moderate, H = Heavy

East Club Lobby Restaurant : N= None, MN = Minor, M = Moderate, H = Heavy

East Club Lobby Restrooms : N= None, MN = Minor, M = Moderate, H = Heavy

East Club Lobby : N= None, MN = Minor, M = Moderate, H = Heavy

Areas Re-Treated : N= None, MN = Minor, M = Moderate, H = Heavy

Raymond James Stadium 4th Wednesday of every the Month

Serviced By:	Signature:	Date:
Type of Service:	Time In:	Time Out:
UPPER CONCOURSE East Upper Concourse Concession Stands : N= None, MN = Minor, M = Moderate, H = Heavy		
East Upper Concourse Restrooms : N= None, MN = Minor, M = Moderate, H = Heavy		
West Upper Concourse Concession Stands : N= None, MN = Minor, M = Moderate, H = Heavy		
West Upper Concourse Restrooms : N= None, MN = Minor, M = Moderate, H = Heavy		
Family Restrooms East & West : N= None, MN = Minor, M = Moderate, H = Heavy		

Information Booths Quad A, B, C, D : N= None, MN = Minor, M = Moderate, H = Heavy

First Aid Rooms B & D : N= None, MN = Minor, M = Moderate, H = Heavy

Pigeon Control Areas Treated : East Upper, West Upper, East Main, West Main, Service Level,

Areas Re-Treated : N= None, MN = Minor, M = Moderate, H = Heavy