



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

**RFP #16-18**

**REQUEST FOR PROPOSAL**

**FOR**

**GOLF CART & GENERAL EQUIPMENT  
MAINTENANCE, REPAIR AND SERVICE**

**MANDATORY PRE-PROPOSAL CONFERENCE:**

**THURSDAY, SEPTEMBER 14, 2017 AT 10AM  
AT ROCKY POINT GOLF COURSE,  
4151 DANA SHORES DRIVE, TAMPA, FL 33634**

**RFP DUE DATE:**

**MONDAY, OCTOBER 2, 2017 BY 2:00 P.M.  
AT TSA OFFICE, 4201 N. DALE MABRY HWY., TAMPA, FL 33607**

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

**AUGUST 2, 2017**

**TABLE OF CONTENTS**

<b><u>Description</u></b>	<b><u>Page</u></b>
Procurement Summary and Registration .....	3
General Information and Conditions.....	4
Insurance Requirements.....	19
Scope of Work & Special Conditions .....	22
Staffing.....	34
Proposal Pricing – Babe Zaharias .....	35
Proposal Pricing – Rogers Park .....	36
Proposal Pricing – Rocky Point .....	37
Guarantee of Bid Proposals .....	38
Acknowledgment of Addenda(s) .....	39
Acknowledgment of Proposer, if a Corporation .....	40
Acknowledgement of Proposer, if a Partnership or Individual .....	40
Acknowledgment of Principal, if a Corporation .....	41
Legal Status of Proposer .....	42
Proposer Reference Form .....	43
Sworn Statement of Public Entity Crimes .....	44
Sworn Statement – Disclosure of Relationships .....	46
Drug-Free Workplace Statement .....	48
Statement of No Bid.....	49
Hillsborough County Governmental Purchasing Council List .....	50
Tampa Sports Authority Organizational Chart .....	51
RFP Checklist .....	52

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

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

## PROCUREMENT SUMMARY AND REGISTRATION

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

Document Number: RFP #16-18  
Title: Golf Cart & General Equipment Maintenance, Repair & Service  
Description: Provide golf cart and small equipment maint., repairs & service  
Proposal Submittal Deadline: Monday, October 2, 2017 by 2:00 p.m.  
Tampa Sports Authority  
Raymond James Stadium  
4201 N. Dale Mabry Highway  
Tampa, FL 33607

Mandatory Pre-Proposal Conference: Thursday, September 14, 2017 at 10am  
at Rocky Point Golf Course, 4151 Dana Shores Drive,  
Tampa, FL 33634

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

**RESPONDENT REGISTRATION**  
**MAIL, EMAIL or FAX THIS FORM BACK IMMEDIATELY**  
**Fax #: (813) 350-6611 or [djones@tampasportsauthority.com](mailto: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 BID.**

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State/ZIP: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

## GENERAL INFORMATION AND CONDITIONS

**RFP #:** 16-18

**TITLE:** GOLF CART & GENERAL EQUIPMENT MAINTENANCE,  
REPAIR & SERVICE

**MANDATORY PRE-PROPOSAL  
CONFERENCE:** THURSDAY, SEPTEMBER 14, 2017 AT 10AM (ROCKY POINT  
GOLF COURSE)

**RESPONSE DUE DATE/  
TIME/LOCATION:** PROCUREMENT DEPT., 4201 N. DALE MABRY HWY.,  
TAMPA, FL 33607 NOT LATER THAN 2:00PM, MONDAY,  
OCTOBER 2, 2017

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1.0 INSTRUCTIONS TO RESPONDENT:

1.1 DELIVERY OF RESPONSES:

- (a) The delivery of the RESPONSE to the Tampa Sports Authority's Procurement Department, prior to the deadline, is solely and strictly the responsibility of the RESPONDENT. The deadline for delivery of all Responses is **MONDAY, OCTOBER 2, 2017 BY 2:00 P.M.** Box/Packaging must be marked "SEALED RESPONSE FOR GOLF CART & GENERAL EQUIPMENT MAINTENANCE, REPAIR & SERVICE". 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 Tampa Sports 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 2, 2017 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 RFP 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, fax number (813) 350-6611 or email address [djones@tampasportsauthority.com](mailto:djones@tampasportsauthority.com). To be considered, such a request should be received not later than **Monday, September 25, 2017 by 1:00p.m.** Any such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be sent to all vendors that registered for this RFP at least three (3) days prior to the date fixed for the opening of

Responses. Failure of any Respondent to receive any such addendum or interpretation shall not relieve said Responder from any obligations contained within this RFP. All addenda so issued shall become part of the Contract documents.

Explanations or instructions shall not materially alter the RFP unless they are in writing. Oral explanations or instructions given before the award of the Agreement will not be binding. If necessary, a written addendum to the RFP will be issued by the Tampa Sports Authority through email or facsimile and will be posted to our website at [www.tampasportsauthority.com](http://www.tampasportsauthority.com). It shall be the responsibility of each proposer to ensure that they obtain all addenda and attach same to their proposal.

1.3 COSTS OF PREPARATION:

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

1.4 RFP RESULTS:

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

1.5 TENTATIVE SCHEDULE:

- |     |                                |  |
|-----|--------------------------------|--|
| (a) | Advertisement dates            | Sunday, August 20 <sup>th</sup> & August 27 <sup>th</sup> – Times<br>Monday, August 21 <sup>st</sup> TSA Website<br>( <a href="http://www.tampasportsauthority.com">www.tampasportsauthority.com</a> )<br>Monday, August 21 <sup>st</sup> – NAACP Email blast<br>Friday, August 25 <sup>th</sup> – Florida Sentinel Bulletin<br>Friday, September 1 <sup>st</sup> – LaGaceta |
| (b) | RFPs released                  | Monday, August 21, 2017 by 10am  |
| (c) | Mandatory Pre-Bid Conference   | Thursday, September 14, 2017 at 10am   |
| (d) | Last day for questions         | Monday, September 25, 2017 by 1:00 p.m.  |
| (e) | Proposal due date              | Monday, October 2, 2017 by 2:00 p.m.   |
| (f) | Shortlist Meeting (Public)     | Monday, October 9, 2017 at 10:00 a.m.  |
| (g) | Interviews                     | Friday, October 13, 2017 at 9am, 10am & 11am   |
| (h) | Final Ranking Meeting (Public) | Friday, October 13, 2017 at 2:00 p.m.  |
| (i) | Finance Committee Meeting      | Tuesday, October 24, 2017 at 10:30 a.m.  |
| (j) | TSA Board Meeting              | Thursday, Nov. 2, 2017 at 4:00 p.m at Amalie Arena   |

1.6 PRE-PROPOSAL WALK-THRU

You may schedule a Pre-Proposal walk-thru for each golf course location between Thursday, September 14, 2017 after the Mandatory Pre-Proposal Conference through Thursday, September 21, 2017 at the locations listed below. You must contact the Golf Pro/Manager at each golf course to schedule an appointment, first.

Babe Zaharias Golf Course  
11412 Forest Hills Drive  
Tampa, FL 33631  
813-631-4375  
Pete Edelstein, Golf Pro

Rocky Point Golf Course  
4151 Dana Shores Drive  
Tampa, FL 33634  
813-673-4317  
Jim Garrison, Golf Pro

Rogers Park Golf Course  
7911 N. 30<sup>th</sup> Street  
Tampa, FL 33610  
813-356-1671  
TJ Heidel, Golf Pro

1.7 MANDATORY PRE-PROPOSAL CONFERENCE

A Mandatory Pre-Proposal conference is scheduled for **Thursday, September 14, 2017 at 10:00am** and will be held at Rocky Point Golf Course (see address above).

1.8 QUESTIONS:

The final day for asking questions regarding this RFP is **Monday, September 25, 2017 not later than 1:00pm.** All questions must be submitted, in writing, via email to [djones@tampasportsauthority.com](mailto:djones@tampasportsauthority.com) or via fax to (813) 350-6611.

2.0 GENERAL CONDITIONS

2.1 REJECTION OF RESPONSES:

The Tampa Sports Authority reserves the right to reject any or all Responses; to re-advertise this RFP; to postpone or cancel this process; to waive irregularities in the RFP process or in the Responses thereto; and to change or modify the RFP schedule at any time. The Authority will not pay any costs incurred by any Proposer in the preparation of proposals and/or presentations.

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 RFP.

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 Tampa Sports Authority. Any such withdrawn Response shall not be resubmitted. Responses will be in force for a period of ninety (90) days after the opening date.

2.3 ACCEPTANCE OF OFFER:

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

2.4 OMISSIONS:

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

2.5 APPLICABLE FLORIDA STATUTES:

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

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

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

2.4 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 Tampa Sports Authority.

2.5 OWNERSHIP OF DOCUMENTS:

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

2.6 CONTRACT EFFECTIVE DATE/TERMS:

It is the Tampa Sports Authority's intent that the contract will be awarded effective **December 1, 2017** for a three (3) year annual term with two (2), one (1) year renewal options based on the Tampa Sports Authority receiving proper service and cooperation from the selected company. 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.

2.7 ASSIGNMENT OF CONTRACT:

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

2.8 NON-EXCLUSIVITY OF CONTRACT:

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

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 RFP must include a current statement pursuant to Section 287.133 (1) Florida Statutes, on public entity crimes.

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

2.10 INDEMNIFICATION: (PATENT OR COPYRIGHT)

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

2.11 INDEMNIFICATION: (GENERAL LIABILITY)

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

2.12 CONFLICT OF INTEREST

The Authority through its regular dealings contracts and works 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 legal counsel to the Authority.** A representative listing of some of the entities that the Authority (currently or may in the future) interact with include the Tampa Bay Buccaneers, the National Football League, the University of South Florida, the Tampa Bay Lightning, National Hockey League, the Tampa Bay Rays, the New York Yankees, Major League Baseball, Hillsborough County, the City of Tampa, the Outback Bowl, the Tampa Sports Commission, the City of Temple Terrace, the City of Plant City, the Hillsborough County Aviation Authority, Hillsborough County Community College, Nelson Construction, Inc., Stantec, Live Nation, Manhattan Construction, Turner Construction, ABM, Aramark, Feld Entertainment, Populous, Sentry, and First Tee. **This list is not exhaustive; it is the responsibility of the Respondent to inquire with the Authority in regard to other entities that may pose a conflict of interest.**



## 2.13 DUTY UNDER PUBLIC RECORDS LAW

If the consultant has questions regarding the application of Chapter 119, Florida Statutes, to the consultant's duty to provide public records relating to this agreement, contact the custodian of public records at [publicrecords@tampasportsauthority.com](mailto:publicrecords@tampasportsauthority.com), (813) 350-6515, 4201 N. Dale Mabry Highway, Tampa, Florida 33607.

Contractor 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 contractor 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 Contractor or keep and maintain public records required by the Authority to perform the service. If the Contractor transfers all public records to the Authority upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.
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 Contractor of the request, and Contractor must provide the records to the Authority or allow the records to be inspected or copied within a reasonable time.
6. If Contractor does not comply with the Authority's request for records, the Authority shall enforce these contract provisions in accordance with the Contract.
7. If Contractor fails to provide requested public records to the Authority within a reasonable time, Contractor may be subject to penalties under Section 119.10, Florida Statutes.

2.14 EXCEPTIONS:

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

2.15 EEOC/WMBE/DM/DWBE/S-DV/SBE:

The Authority is an equal employment opportunity employer and encourages the companies 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 Request for Proposal and will not be discriminated against on the grounds of race, color, creed, sex or natural origin in consideration for an award.

2.16 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.

2.17 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.

2.18. 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.

3.0 PROPOSAL REQUIREMENTS / RESPONSE FORMAT:

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

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

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

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

**TAB ITEM**

- I. *Management Summary* - The offeror shall provide a cover letter indicating the underlying philosophy of the company in providing the services requested. Offeror shall also provide to the Authority the name and title of its representative(s) who will be responsible to the TSA Director of Golf and/or its Golf Course Manager and who is authorized to act on behalf of the company.
- II. *Proposal* - Describe, in detail, how the requested services will be provided, and address each of the tasks identified in the Scope of Work. Proposals will only be considered from those companies demonstrating historical expertise and experience in such procedure development. Proposers must disclose financial and other resources necessary to perform all the tasks set forth in this RFP. Proposers must demonstrate and document the type of safety and training programs that are practiced.
- III. *Corporate Experience and Capacity* - The offeror shall state the size of the company, the size of the company's staff, the location of the office from which this service shall originate to be performed and the number and nature of the professional staff to be employed in the performance of this service. Also, indicate the number and nature of the staff that will be assigned to each golf course location. Proposals will only be considered from those companies demonstrating historical expertise and experience in such procedure development. If a range of personnel is determined, place along with this RFP the hours proposed to be worked at each location.
- IV. *Qualifications* - The offeror shall submit comprehensive statements and/or resumes of qualifications of all employees involved in the delivery of the proposed services. It is only necessary to list the individuals that are going to be on site on an on-going basis or the company's representative that will be working with the TSA Representative. If the company has a regional manager/project manager that will be the main point of contact for the services proposed, list the amount of time anticipated this individual will be at the various properties and what is his/her involvement will be regarding this project/proposal.
- V. *References* - The offeror shall provide a minimum of three (3) references for contracts of similar size and scope. Include the name of the organization, the length of the contract, a brief summary of the work including contract amounts, and the name and telephone number of a responsible contact person. References should contain only those for similar services. Also, provide any additional references for golf cart and general equipment, repair and course operations with the

same information of any courses within a 100 mile radius both current and past/terminated contracts. If terminated in the past three (3) years, please list the reason why the contract was terminated and if your company is eligible to return to that facility.

- VI. *Pricing* - The offeror shall provide pricing information relative to providing the services outlined herein. Pricing shall include all items stated in the Scope of Work.

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

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

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

- 1) Name of the company;
- 2) Certification that the person signing the proposal is entitled to represent the company, authorized submit the proposal and pricing data, and authorized to sign a contract with Tampa Sports Authority Board of TSA Commissioners;
- 3) A detailed and comprehensive fee schedule for the services offered; and
- 4) An estimated lump sum total for all tasks outline in the Scope of Work per year.

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

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

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

- (2) The following items should be attached to the above letter:
- (a) A letter of intent from the DM/DWBE or SBE on its letterhead stating its intent to perform the services and the scope of work signed by its Chief Operating Officer. This letter must reference the project;
  - (b) A copy of the DM/DWBE current certification or the SBE's current registration.

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

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

Number of Copies - The Response shall include one (1) unbound original, three (3) bound copies and one (1) thumb drive with a pdf version of the RFP Response.

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

Forms - Complete and submit the Required Forms.

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

#### 4.0 REVIEW AND ASSESSMENT:

Professional companies will be evaluated on the following criteria. These criteria will be the basis for review of the written proposals, discussions, and interview sessions (if necessary). TAMPA SPORTS AUTHORITY RESERVES THE RIGHT TO EVALUATE AND AWARD ON THE BASIS OF INITIAL PROPOSALS WITHOUT INTERVIEW SESSIONS.

1. Qualifications and experience of the company and assigned staff members;
2. Understanding of the required services and their respective objectives;
3. The degree of completeness of response to the specific requirements of the Request for Proposals;
4. Cost.

The offeror shall be required before the award of any contract to show to the complete satisfaction of Tampa Sports Authority that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. The offeror may also be required to give a past history and references in order to satisfy Tampa Sports Authority with regard to the offeror's qualifications. Tampa Sports Authority may take reasonable investigations deemed necessary and proper to determine the ability of the offeror to perform the work, and the offeror shall furnish to the TSA all information for this purpose that may be requested. The TSA

reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror falls to satisfy the TSA that the offeror is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the offeror's qualifications shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required;
2. The ability of the offeror to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the offeror; and
4. The quality of performance of previous contracts or services.

5.0 POSTING OF AWARD RECOMMENDATION(S):

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

6.0 RFP PROCESS:

It is the Tampa Sports Authority's intention to solicit Responses from potentially qualified Respondents; to evaluate their Responses; to require oral presentations (where necessary or if desired); to negotiate terms, including price; and to award a contract for services upon successful negotiation of a satisfactory contract. At the option of the Tampa Sports Authority, negotiations may include discussion of fees and other charges, insurance requirements, and any other negotiable terms and conditions.

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

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

In order to achieve maximum scores, the Respondents must demonstrate to the Tampa Sports Authority's Evaluation Committee that they are fully capable, staffed, and qualified to provide the services required by the RFP. Fully qualified 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 RFP. Determination of the Respondents best qualified and experienced to perform this RFP will be determined by the Tampa Sports Authority's Evaluation Committee in its sole opinion.

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

Based on the information contained in the Responses, and after the Responses are evaluated based on the shortlist criteria, the Evaluation Committee may interview and will final rank up to five (5) companies 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 by the Evaluation Committee. The final ranked companies will be presented to the Sports Authority Board of Directors where the Board will determine the final selection. The Committee reserves the right to conduct oral interviews of any, all or none of the Respondents.

Upon final selection by the Tampa Sports Authority’s Board of the most qualified and capable company, the Tampa Sports Authority will begin negotiation of a contract with that company. Should the Tampa Sports Authority be unable to negotiate a satisfactory contract with the top-ranked company, negotiations shall be formally terminated with that company and the Tampa Sports Authority shall commence negotiations with the next highest-ranked company until a company is selected. Negotiations will include discussion of fees and other charges, insurance requirements (see below) and any other negotiable terms and conditions of the contract. If the amount of the contract exceeds \$50,000 the Tampa Sports Authority shall require the company receiving the award to execute a truth-in-negotiation certificate.

7.0 EVALUATION CRITERIA:

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

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

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

**POINT SYSTEM FOR EVALUATION WITH ASSOCIATED CRITERIA:**

- |    |  |               |
|----|--|---------------|
| A. | <b><u>Responsiveness to RFP</u></b><br>Following proposal format, clarity of proposal, ability to explain complex ideas;   | 0 – 5 Points  |
| B. | <b><u>Ability Presentations</u></b><br>Oral and/or written presentation skills;  | 0 – 5 Points  |
| C. | <b><u>Organization of Company</u></b><br>Size, structure and organization, key personnel committed to service;   | 0 – 5 Points  |
| E. | <b><u>Demonstrated Experience/Training</u></b><br>Documentation of similar projects performed, references, government and staff experience, financial/other resources, training/safety/quality programs; | 0 - 30 Points |
| F. | <b><u>Ability to Perform/Service/Mgmt. Plan</u></b><br>Line item budget for services to be performed,  | 0 – 25 Points |

- G. complete service descriptions; 0 – 25 Points
- F. **Total Financial Package**
- Disadvantaged/SBE/Disabled Vet./Minority/  
Woman-Owned Business:

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

**MAXIMUM BONUS POINTS: 5**

**TOTAL POINTS: 105**

8.0 DISQUALIFICATION:

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

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

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

9.0 USE OF STATE CONTRACTS OR GOVERNMENTAL PURCHASING COUNCIL:

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

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

Any Hillsborough County public entity may elect to utilize this selected Respondent at their option. All Hillsborough County public entities will negotiate their own agreement and coordinate the requirements with the successful Respondent. The Tampa Sports 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 RFP 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 RFP, the Public Entity and Respondent(s) shall hold the Tampa Sports Authority harmless from any claims or lawsuits that may arise.

10.0 PROTEST PROCEDURE:

Submitters wishing to protest a procurement action or decision of the Authority relating to any procurement must follow the Authority's Protest Procedures, a copy of which may be obtained from the Purchasing Department at [djones@tampasportsauthority.com](mailto:djones@tampasportsauthority.com) or fax (813) 350-6611. Failure to follow said procedures will result in the denial of any protest. Submitters shall refrain from any communication with Board members during the pendency of any protest.

11.0 TERMINATION CLAUSE:

This Contract may be terminated, in whole or in part, by the Tampa Sports Authority with or without cause, upon written notice to the Contractor 90 days prior to termination. The Contractor shall be paid for services rendered to the TSA's satisfaction through the date of termination.

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

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

12.0 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 Tampa Sports Authority director, board member, official, staff, consultant, or employee who is participating in the evaluation process. Any and all communication initiated by a Respondent after the Responses are opened must be in writing to:

Deltecia Jones, Procurement Manager, Purchasing Department  
4201 N. Dale Mabry Highway, Tampa, FL 33607  
813-350-6611 (Fax) or [djones@tampasportsauthority.com](mailto: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.

13.0 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).

14.0 BID (BOND) SECURITY:

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

15.0 SECURITY FORFEITURE:

If within ten (10) days after Offeror's receipt of Notice of Award, the successful Offeror refuses or otherwise neglects to execute and deliver the required Agreement or fails to furnish the required Performance and Payment Bonds, or acceptable alternative forms of security as stipulated herein, or any required insurance certification, the amount of the Bidder's bid security (cash, check, Bid Bond, or other) may be forfeited and the award rescinded if such action is deemed to be in the best interest of Tampa Sports Authority. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of its bid security or as a defense to any action based upon the neglect or refusal to execute the required agreement or furnish the required bonds and insurance certification.

16.0 INSURANCE REQUIREMENTS:

Before starting and until acceptance of the work by the Tampa Sports Authority, the Respondent shall procure and maintain insurance of the types and the limits specified herein. Certificate of Insurance is due not later than 10 days after notification of Intent to Award.

**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. Rebecca Skyles, 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:

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

- 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:**

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

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**

- 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**

## SCOPE OF WORK AND SPECIAL CONDITIONS

### 1.0 BACKGROUND OF THE TAMPA SPORTS AUTHORITY:

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

### 2.0 PURPOSE:

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

### 3.0 INTENT:

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

### 4.0 SCOPE OF WORK:

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

#### **A. Preventative Maintenance**

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

#### **B. Fleet Rotation**

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

system to ensure that cart usage is equal;

**C. Repair Service**

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

**D. Warranty Repairs**

Coordinate with manufacturer all warranty repairs;

**E. Charger Repairs**

Provide repairs on all chargers no longer under a warranty;

**F. Parts**

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

**G. FLEET REPORT**

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

**H. MAINTENANCE RECORDS PROGRAM**

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

**I. WEEKEND SERVICE**

Contractor shall provide “on call” service on weekends and holidays;

**J. TRASH REMOVAL/CLEANUP/STORAGE**

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

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

5.0 PERSONNEL:

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

6.0 OUTSIDE CONTRACTORS:

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

7.0 CONTRACTOR REPRESENTATIVE:

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

8.0 TSA REPRESENTATIVE:

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

9.0 EMPLOYEE IDENTIFICATION:

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



10.0 NON-PERFORMANCE:

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

11.0 INVOICING AND PAYMENT:

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

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

12.0 GOLF COURSE EQUIPMENT DESCRIPTIONS:

Tampa Sports Authority is comprised of three (3) 18 hole, daily-fee public golf facilities owned and operated by the Tampa Sports Authority.

*The equipment description(s) are listed as follows:*

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

**Golf Carts**

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

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**Beverage Carts**

Quantity: 1 Each  
Model: Club Car, Serial #AF0642-694739  
Year: 2006

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**Air Compressors**

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

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**HISTORY OF BABE ZAHARIAS**

In 1926 the golf course that is now affectionately known as "The Babe" was opened in northwest Tampa as Forest Hills Golf and Country Club. There were riding stables located on the south end of the property and a magnificent two-story clubhouse that included a ballroom. The original course layout had only 10 homes scattered around it. Unlike today the golf course meanders its way through a tree lined neighborhood bordered in many cases with homes and roads on both sides of the fairway.

In 1949 Mildred Ella "Babe" Didrikson Zaharias purchased the golf course. It's been said that "Babe's" actually lived on the second floor of the clubhouse. In 1954 Babe moved into a residence not far from the present clubhouse location. In September of 1956 "Babe" died of cancer in a hospital in Galveston, Texas. Following "Babe's" death the golf course closed. In 1962 the once magnificent clubhouse burned. A contractor from Miami either purchased or wanted to purchase the golf course with the intent of building apartments and condos on golf course property. Fortunately the City of Tampa did not approve the zoning. It then became overgrown and a haven for motorcycle riders.

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

*End of Babe Zaharias Description*

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

**Golf Carts**

Quantity: 70 Each  
Model: Yamaha YDREP1WPK  
Year: 2016

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**Beverage Carts**

Quantity: 1 Each  
Model: EZ-GO Refresher Cart 600  
Year: 2004

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**Range Picker**

Quantity: 1 Each  
Model: EZ-GO MPT 800G  
Year: 2004

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**Air Compressors**

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

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**HISTORY OF ROCKY POINT**

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

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

In 1978, after the lease expired the City of Tampa turned over operations to the Tampa Sports Authority.

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

*End of Rocky Point Description*

**ROGERS PARK GOLF COURSE**  
**7911 N. 30<sup>th</sup> STREET**  
**TAMPA, FL 33610**

**Golf Carts**

Quantity: 70 Each  
Model: Yamaha YDREP1WPK Golf Cars  
Year: 2016

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**Beverage Carts**

Quantity: 1 Each  
Model: EZ GO Refresher 1200  
Year: 2005

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**Range Picker**

Quantity: 1 Each  
Model: EZ GO MPT 1200  
Year: 2005

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**Air Compressors**

Quantity: 1 Each  
Model: Husky C602H  
Year: 2016

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**HISTORY OF ROGERS PARK**

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

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

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

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

*End of Rogers Park Description*

13.0 EQUIPMENT STORAGE SPACE:

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

14.0 BACKGROUND CHECKS:

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

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

The Contractor shall pay for background checks.

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

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

15.0 LICENSES AND PERMITS:

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

16.0 NO LIENS:

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

17.0 BOOKS AND RECORDS:

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

18.0 NO WAIVER:

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

19.0 PERFORMANCE:

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

20.0 SAFETY STANDARDS:

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

21.0 UNAUTHORIZED PERSONNEL:

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

22.0 USE OF AUTHORITY PROPERTY, FACILITIES AND EQUIPMENT:

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

23.0 LOCKS AND KEYS:

Access to Authority facilities shall be in accordance with instructions, keys and/or security cards issued or provided by the Authority representative. Access may include special instruction about

security systems installed at facilities. The Contractor shall take all reasonable precautions to ensure that security of the facilities and internal equipment, furnishings and other items are maintained at all times.

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

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

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

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

24.0 DAMAGE:

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

25.0 EXAMINATION OF THE WORK:

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

26.0 USE OF PREMISES:

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

27.0 CLEAN-UP:

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

28.0 NON-EXCLUSIVE:

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

29.0 RELATIONSHIP OF PARTIES:

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

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

30.0 SUBCONTRACTING:

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

31.0 BLANKET PURCHASE AGREEMENT:

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

32.0 MISCELLANEOUS PROVISIONS:

1. The Authority shall provide the Contractor storage for supplies and a workbench at each golf course location.
2. Books and Records: The Contractor shall keep records of services performed and the costs therefore, and the TSA shall have the right to review those records upon three (3) days written notice. These records shall become the property of the TSA upon termination of this contract.
3. Accident Prevention
  - a. Precaution shall be exercised at all times for the protection of employees, other persons and property.
  - b. Contractor's employees shall report to their superintendent any hazardous conditions or item in need of repair noted during the performance of work. Said



superintendent shall thereupon notify the Responsible Agent or his designee of such conditions.

33.0 TRAVEL COSTS:

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

34.0 ENVIRONMENTAL CONSIDERATIONS:

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

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

35.0 CHANGE ORDERS/ADJUSTMENTS:

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

**STAFFING**

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

EMPLOYEE AND POSITION TITLE	GOLF COURSE

**PROPOSAL PRICING FOR BABE ZAHARIAS**

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

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

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

**RFP TITLE: Golf Cart and General Equipment Maintenance, Repair and Service for Rogers Park, Rocky Point and Babe Zaharias Golf Courses**

**RFP #: 16-18**

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

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

<b>MONTHLY COST</b> <i>(For all services requested):</i>	
Price in words	Dollars \$ _____ Price in figures
<b>ANNUAL COST:</b>	
Price in words	Dollars \$ _____ Price in figures
<b>PARTS PROPOSAL:</b>	
Discount Percentage in words	Dollars \$ _____ % Discount in figures
<i>The above cost shall be for labor, equipment and materials to professionally repair service and maintain golf carts and general equipment at Babe Zaharias Golf Course.</i>	

**PROPOSAL PRICING FOR ROGERS PARK**

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

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

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

**RFP TITLE: Golf Cart and General Equipment Maintenance, Repair and Service for Rogers Park, Rocky Point and Babe Zaharias Golf Courses**

**RFP #: 16-18**

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

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

<b>MONTHLY COST</b> <i>(For all services requested):</i>	
Price in words	Dollars \$ _____ Price in figures
<b>ANNUAL COST:</b>	
Price in words	Dollars \$ _____ Price in figures
<b>PARTS PROPOSAL:</b>	
Discount Percentage in words	Dollars \$ _____ % Discount in figures
<i>The above cost shall be for labor, equipment and materials to professionally repair service and maintain golf carts and general equipment at Rogers Park Golf Course.</i>	

**PROPOSAL PRICING FOR ROCKY POINT**

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

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

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

**RFP TITLE: Golf Cart and General Equipment Maintenance, Repair and Service for Rogers Park, Rocky Point and Babe Zaharias Golf Courses**

**RFP #: 16-18**

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

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

<b>MONTHLY COST</b> <i>(For all services requested):</i>	
Price in words	Dollars \$ _____ Price in figures
<b>ANNUAL COST:</b>	
Price in words	Dollars \$ _____ Price in figures
<b>PARTS PROPOSAL:</b>	
Discount Percentage in words	Dollars \$ _____ % Discount in figures
<i>The above cost shall be for labor, equipment and materials to professionally repair service and maintain golf carts and general equipment at Rocky Point Golf Course.</i>	

GUARANTEE OF BID PROPOSALS

Name of Company: \_\_\_\_\_

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(S) (If applicable)

I, \_\_\_\_\_, on this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_ hereby  
acknowledge receipt of any and all Addenda Notices hereby issued in regards to this RFP #16-18 for  
Golf Cart & General Equipment Maintenance, Repair and Service.

Addenda Numbers Received:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME OF ABOVE: \_\_\_\_\_

TITLE OF ABOVE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_





ACKNOWLEDGMENT OF 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 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: \_\_\_\_\_

PROPOSER REFERENCE FORM

The bidder shall submit the following minimum information as reference for three (3) similar projects that have been completed successfully by the bidder in the Southeastern United States within the last five (5) years. Three projects are required to qualify the company 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: \_\_\_\_\_

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

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

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

by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_ OR produced identification \_\_\_\_\_

Type of Identification and Number \_\_\_\_\_

Notary Public - State of \_\_\_\_\_ County of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

Notary Seal:

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

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

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

2. This sworn statement is submitted by: \_\_\_\_\_

\_\_\_\_\_  
(Name of entity submitting Statement)

whose business address is: \_\_\_\_\_

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

3. My name is \_\_\_\_\_

(Please print name of individual signing)

and my relationship to the entity named above is \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships as defined in section 105.08, Tampa Sports Authority Code, with any TSA Commissioner or TSA employee.

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

Name of Affiliate  
or entity

Name of TSA Commissioner  
or employee

Relationship

---



---



---

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

NOTARY PUBLIC

SIGN: \_\_\_\_\_

PRINT: \_\_\_\_\_

Notary Public, State at large  
My Commission Expires:

(Seal)

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

1. This statement is submitted with **Request for Proposal #16-18, Golf Cart and General Equipment Maintenance, Repair and Service.**
  
2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the Authority for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
  - a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for specifying the actions that will be taken against employees for violations of such prohibition.
  
  - b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
  
  - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (A).
  
  - d. In the statement specified in subsection (A), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
  
  - e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
  
  - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

PROPOSER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



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

RFP Number: 16-18  
Title: Golf Cart & General Equipment Maintenance, Repair and Service

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

If you elect not to submit a bid/proposal, please indicate the reason below and either  
Email this form to: [djones@tampasportsauthority.com](mailto: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: \_\_\_\_\_

**HILLSBOROUGH COUNTY GOVERNMENTAL PURCHASING COUNCIL**

**Members of the HILLSBOROUGH COUNTY GOVERNMENTAL PURCHASING COUNCIL**

**City of Tampa**

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

**City of Plant City**

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

**City of Temple Terrace**

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

**Clerk of the Circuit Court**

601 E. Kennedy Blvd. - 13<sup>th</sup> Floor  
P.O. Box 1110  
Tampa, FL 33601  
Jackie Burns, General Manager I  
Joy Caruso, Buyer (Alternate)  
Phone: (813) 276-8100 Ext. 7721  
Fax: (813) 272-5521

**Expressway Authority**

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

**Hills. Area Regional Transit Authority**

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

**Aviation Authority**

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

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

**Hillsborough County School Board**

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

**Hillsborough Community College**

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

**Tampa Port Authority Purchasing Dept.**

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

**Hillsborough County Sheriff's Dept.**

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

**State Attorney's Office**

800 E. Kennedy Blvd.  
5<sup>th</sup> Floor  
Tampa, FL 33602  
Mark Ober  
[Ober\\_M@SAO13th.com](mailto:Ober_M@SAO13th.com)  
Phone: (813) 274-5400  
Fax: (813) 272-7014

**Property Appraiser**

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

**Supervisor of Elections**

601 E. Kennedy Blvd., 16<sup>th</sup> Floor  
Tampa, FL 33602

Donna Schomer, Purchasing Agent  
Phone: (813) 276-8274  
Fax: (813) 272-7043  
<http://www.votehillsborough.org>

**City of Tampa Housing Authority**

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

**Tampa Palms Community Dev. District**

13111 Tampa Palms Blvd. West  
Tampa, FL 33647  
Phone: (813) 977-3933  
Fax: (813) 977-6571  
[cddtampa@gte.net](mailto:cddtampa@gte.net)

**Tampa Port Authority**

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

**Tampa Sports Authority**

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

**Tax Collector**

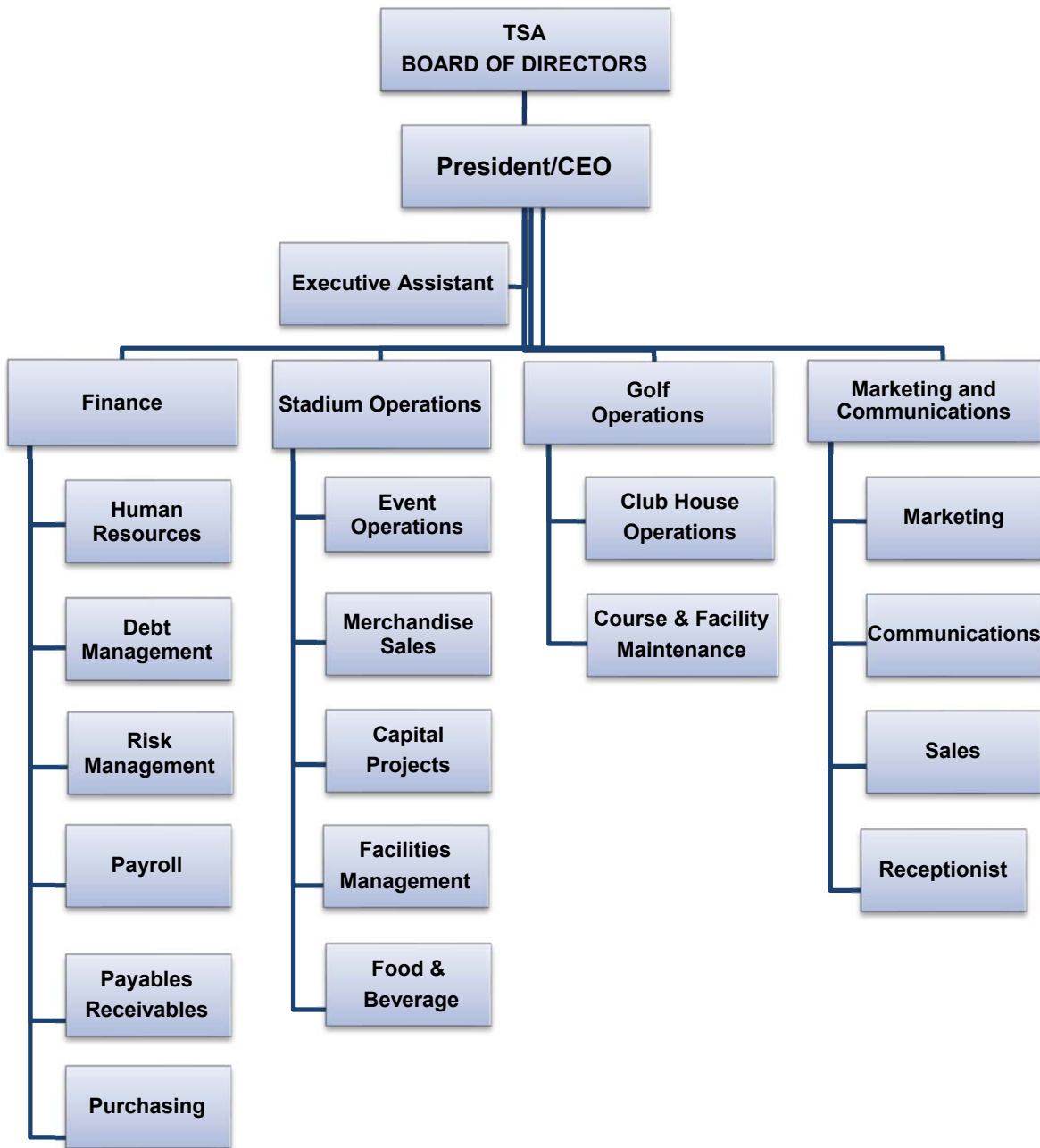
601 E. Kennedy Blvd., 14<sup>th</sup> Floor  
Tampa, FL 33602  
Dawn Antinori, Senior Manager  
Phone: (813) 307-6222  
Fax: (813) 307-6521  
[antinori@hctc.co.hillsborough.fl.us](mailto:antinori@hctc.co.hillsborough.fl.us)

**The Children's Board of Hills. County**

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

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

Tampa Sports Authority Organizational Chart



## RFP CHECKLIST

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

- Procurement Summary and Respondent Registration – Page 3
- Babe Zaharias, Rogers Park & Rocky Point Pricing Proposals – Pages 35-37
- Guarantee of Bid Proposals – Page 38
- Acknowledgment of Addenda(s) – Page 39
- Acknowledgment of Proposer, If a Corporation (if applicable) – Page 40
- Acknowledgment of Proposer, If a Partnership or Individual (if applicable) – Page 40
- Acknowledgment of Principal, If a Corporation – Page 41
- Legal Status of Proposer – Page 42
- Proposer Reference Form – Page 43
- Sworn Statement of Public Entity Crimes – Pages 44-45
- Sworn Statement – Disclosure of Relationships – Pages 46-47
- Drug-Free Workplace Statement – Page 48
- Statement of No Bid (Complete this form only if not submitting a bid) –Page 49
- RFP Checklist – Page 52

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

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*Date*