



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

RFP #19-09

REQUEST FOR PROPOSAL

GENERAL COUNSEL AND RELATED LEGAL SERVICES

RFP DUE DATE

MONDAY, AUGUST 3, 2020 BY 2:00 P.M.

JUNE 2020

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

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

PROCUREMENT SUMMARY AND REGISTRATION

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

Document Number: RFP #19-09
Title: General Counsel and Related Legal Services
Description: Provide General Counsel and related legal services to the Tampa Sports Authority.

Proposal Submittal Deadline: Monday, August 3, 2020 by 2:00p.m.
Tampa Sports Authority
Raymond James Stadium
4201 N. Dale Mabry Highway
Tampa, FL 33607

Pre-Bid/Proposal Conference: Friday, July 17, 2020 at 10:00am

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

Special Instructions: None

RESPONDENT REGISTRATION
MAIL, EMAIL or FAX THIS FORM BACK IMMEDIATELY
djones@tampasportsauthority.com

Use this form to register as a potential responder or proposer for this procurement. Only registered vendors will be mailed courtesy notices of changes or addenda to these procurement documents. Carefully complete this form and mail or mail it to the Procurement Manager. 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 #: 19-09

TITLE: GENERAL COUNSEL & RELATED LEGAL SERVICES

**RESPONSE DUE DATE/
TIME:** PROCUREMENT DEPARTMENT, 4201 N. DALE MABRY HIGHWAY
TAMPA, FL 33607 NOT LATER THAN 2:00PM ON MONDAY, AUGUST
3, 2020

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, AUGUST 3, 2020 BY 2:00 P.M. Box/Packaging must be marked "SEALED RESPONSE FOR GENERAL COUNSEL AND RELATED LEGAL SERVICES". All Responses will be delivered to the TAMPA SPORTS AUTHORITY, 4201 N. Dale Mabry Highway, Tampa, Florida 33607. (Raymond James Stadium, Entrance B off Himes Avenue). The 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, August 3, 2020 after 2:00 P.M. shall not be considered. THERE WILL NOT BE A "FORMAL" RESPONSE OPENING FOR THIS PROJECT.
- (b) Electronic submittals 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. If submitted electronically, please verify with the Authority that your submittal has been received.

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 to djones@tampasportsauthority.com. To be considered, such a request should be received not later than **Friday, July 24, 2020 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.

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, June 28 th & July 5 th – Tampa Bay Times
Monday, June 29 th - TSA Website
(www.tampasportsauthority.com)
Monday, June 29 th – NAACP & SMA Email Blast
Wednesday, July 8 th – Florida Sentinel Bulletin
Friday, July 10 th – LaGaceta
Friday, July 10 th – Business Observer |
| (b) | RFPs released | Monday, June 29 th |
| (c) | Last day for questions | Friday, July 24 th by 1:00 p.m. |
| (d) | Proposal due date | Monday, August 3 rd by 2:00 p.m. |
| (e) | Shortlist Meeting (Open) | Friday, August 7 th at 10:00 a.m. |
| (f) | Interviews | Monday, August 17 th thru 19 th (10:00am, 1:00pm, 3:00pm) |
| (g) | Final Ranking Meeting (Open) | Wednesday, August 19 th at 2:00 p.m. |
| (h) | Finance Committee Meeting | Tuesday, August 25 th at 10:30 a.m. |
| (j) | TSA Board Meeting | Tuesday, September 1 st at 4:00 p.m. |

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.

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 sixty (60) days after the opening date.

2.3 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 **January 1, 2021** for a three (3) year annual term with one (1), two (2) year renewal options based on the Tampa Sports Authority receiving proper service and cooperation from the selected individual/firm. 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 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.

2.8 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.

2.9 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.

2.10 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.

2.11 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.

2.12 INDEMNIFICATION: (GENERAL LIABILITY)

The selected Respondent shall indemnify, hold harmless, and defend the Tampa Sports Authority and the Board of Directors, their agents, employees, volunteers 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.

2.13 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, XFL, Hillsborough County, the City of Tampa, the Outback Bowl, the Tampa Sports Commission, Alpha Entertainment, Visit Tampa Bay, the City of Temple Terrace, the City of Plant City, the Hillsborough County Aviation Authority, Hillsborough County Community College, Owens Realty Services, AEG, The Messina Group (TMG), Live Nation, Manhattan Construction, Turner Construction, ABM, Legends, Feld Entertainment, Populous, Rivero, Gordimer & Company, P.A., Sentry Event Services, and the First Tee of Tampa Bay. **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.**

2.14 DUTY UNDER PUBLIC RECORDS LAW

IF THE CONTRACTED RESPONDENT ("CONTRACTOR") HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF

PUBLIC RECORDS at 4201 N. DALE MABRY HWY, TAMPA, FLORIDA 33607. (813) 350-6515
PUBLICRECORDS@TAMPASPORTSAUTHORITY.COM

Contractor shall comply with applicable public records laws and shall:

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

3.0 RESPONSE FORMAT AND CONTENT:

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.

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

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

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Organizational Chart showing the Respondent's proposed General Counsel and legal team members.

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

- a. Complete, sign and submit a completed copy of the RFP Checklist (included herein);
- b. Proposed cost structure for the Tampa Sports Authority; If you propose to bill for services provided by paralegals, clerical staff, or other non-attorney personnel, please list by title and hour rate for each billable position. Additionally, please provide a complete listing of all charges for expenses you intend to impose as incurred (i.e. Westlaw, telephone, duplication, phone, mileage, etc.). If you intend to offer an alternate fee arrangement then the current TSA arrangement (as described herein), please include additional description explaining your proposal.
- c. Statement of adherence to the Public Entity Crimes Statement, as referenced herein;
- d. Provide a general description of the firm, its organization, size and structure;
- e. Describe your firm's qualifications for providing the required services. Specifically, address in detail the firm's governmental legal representation experience within the last five (5) years, including a description of the firm's experience within the State of Florida and for other Sports Authorities or special districts and a general statement of purpose;
- f. State any other qualifications and/or experience which you would consider to be significant, innovative, or otherwise relevant to the Tampa Sports Authority's consideration of your firm;
- g. State any conditions or pending litigation which might impair or affect your firm's independence with respect to providing legal representation to the Sports Authority, please reference the Conflict of Interest section herein for more details;
- h. Provide a statement of the firm's local availability and degree of accessibility to the Authority;
- i. Identify the individuals who would be responsible within your firm to provide the requested services to the Authority and describe the qualifications and relevant experience of each individual and the number of years the individual has been with your firm, indicating the local office where each individual whose qualifications are listed is assigned;
- j. If the proposal is a joint proposal with another firm, indicate which firm is to be considered the lead legal representation firm. For the purposes of this proposal, the lead legal firm would serve as the primary point of contact for the Tampa Sports Authority, would coordinate any and all of the services associated with the Scope of Services and would be responsible for all billing and collection for both firms;

- k. Referencing the Minimum Qualifications (section 14.0, herein) provide a statement that the Respondent meets all qualifications identified. Additionally, please provide specific examples or narratives explaining the Respondents qualifications in regard to the minimum qualifications.
- l. Complete and submit Declaration and Proposal Guarantee Form (attached herein);
- m. Complete and submit the Acknowledgment of Proposer, if a Corporation or Acknowledgement of Proposer, if a Partnership or Individual Form (if applicable (attached herein));
- n. Complete and submit the Acknowledgment of Principal if a Corporation Form (if applicable) (attached herein));
- o. Complete and submit the Legal Status of Proposer Form (attached herein);
- p. Complete and submit the Proposal Qualification/Reference Form (attached herein);
- q. Complete and submit the Sworn Statement on Disclosure of Relationships form (attached herein);
- r. Submit your Certificate of Insurance (required coverages attached herein);
- s. Complete and submit the Acknowledgment of Addenda (if applicable, attached herein);
- t. Complete and submit the Preferences to Businesses with Drug-Free Workplace Programs Under Section 287.087, Florida Statutes (attached herein);
- u. Disadvantaged Minority / Disadvantaged Women Business Enterprise (DM/DWBE): Qualified firms 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 firms which are principally domiciled in the State of Florida and certified by other jurisdictions within the State. When requesting bonus points, firms shall include a copy of the certification letter issued to the DM/DWBE being utilized by the certifying governmental agency. It will be the responsibility of the proposing firm to furnish all the necessary information and documentation to the COUNTY in order to receive bonus points. Bonus points will be assigned based on DM/DWBE participation as outlined below:
 - (1) The request for bonus points shall be made on the proposing firm’s letterhead and must including the following:
 - (a) The RFP number and project name;
 - (b) The name of the firm(s) to be utilized, and
 - (c) The percentage of fees that will be subcontracted to that firm. Please note, the percentage must be at least 10%;
 - (d) A commitment from the proposing firm stating that a minimum of 10% of its ultimate fees will be subcontracted to that DM/DWBE or SBE.
 - (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.

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, five (5) bound copies and one (1) thumb drive with a pdf version of the RFP Response.

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

Forms - Complete and submit the Required Forms.

Responses - 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.

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

4.0 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 Three (3) firms based on

interview evaluation criteria. The final ranking criteria will be determined by the Evaluation Committee and may or may not allocate points based upon the ranking of the Proposal in the shortlist phase. The final ranking will be placed in order of selection by the Evaluation Committee. The final ranked firms 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 Firm, the Tampa Sports Authority will begin negotiation of a contract with that Firm. Should the Tampa Sports Authority be unable to negotiate a satisfactory contract with the top-ranked firm, negotiations shall be formally terminated with that firm and the Tampa Sports Authority shall commence negotiations with the next highest-ranked firm until a firm is selected. Negotiations will include discussion of fees and other charges, insurance requirements (see below) and any other negotiable terms and conditions of the contract. If the amount of the contract exceeds \$50,000 the Tampa Sports Authority shall require the Firm receiving the award to execute a truth-in-negotiation certificate.

5.0 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.

6.0 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.

7.0 PROTEST PROCEDURE:

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

8.0 TERMINATION CLAUSE:

The contract/agreement between the Tampa Sports Authority and the selected Respondent will contain a clause whereby the contract/agreement may be terminated at any time during the term of the contract/agreement by the Tampa Sports Authority with thirty (30) days written notice.

9.0 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
or email to 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.

10.0 QUESTIONS:

The final day for asking questions regarding this RFP is **Friday, July 24, 2020** not later than 1:00pm. All questions must be submitted, in writing, via email to djones@tampasportsauthority.com.

11.0 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, Hillsborough County SportsPlex 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.

12.0 DESCRIPTION OF SERVICES:

The Tampa Sports Authority is soliciting proposals from qualified General Counsel and related legal services for the Tampa Sports Authority-Hillsborough County SportsPlex, Raymond James Stadium and its golf course facilities (Rocky Point, Rogers Park and Babe Zaharias). The selected provider will be expected to

bring a broad range of experience and knowledge in the legal representation of Special Districts. Additionally, general knowledge with professional sports contracts, bond issuance, contract law, legislative representation/lobbying and sports venue operations is required. While general knowledge is required, specifically excluded from the monthly retainer are litigation, bond issuance, bankruptcy, employment, and legislative representation/lobbying costs, however expertise in these areas should be denoted, as these services can be addressed outside of the monthly retainer. The firm must demonstrate that it has an established reputation in the government sector and that it has the necessary experience, expertise, and reliability in providing legal representation for a public agency.

Specific services to be provided by the selected firm shall include, but are not limited to, the following:

- a. Day to day advice to staff and the TSA board on all matters relating to the purpose and business of the TSA.
- b. Attendance at monthly and annual board meetings and such other meetings as requested by the TSA.
- c. Develop and review contracts (including TSA in-house construction projects) for legal sufficiency and, if necessary, negotiate and draft contracts.
- d. Annually review purchasing documents (bids, RFP's and RFQ's) for legal sufficiency.
- e. Develop and review Interlocal agreements with other Governmental entities, if necessary.
- f. Draft and prepare legal opinions for the President/CEO and the Board of Directors.
- g. Prepare Board resolutions and agenda action items.
- h. Advise on public records laws, public meeting laws, the TSA Enabling Act, special district laws and other applicable laws, ordinances and Bylaws that govern or regulate the TSA.
- i. Advise and assist TSA regarding tenant issues and agreements, license agreements and other matters affecting the TSA properties and managed golf courses.
- j. Represent the TSA before the City, County and other agencies of government as requested by the TSA.
- k. Coordinate and provide overall guidance to all other outside counsel.
- l. Maintain a current status report on all litigation.
- m. Develop condominium documents and prepare staff and County for annual condominium meetings.
- n. Maintain legal files related to TSA matters.
- o. Review invoices of TSA counsel on all other legal matters.
- p. When requested by President/CEO or Board of Directors, perform investigations.
- q. Available "24-7" for President/CEO, Board and staff for general advice and guidance.
- r. Provide such other services that reasonably fall within the realm of General Counsel services.

13.0 CURRENT FEE/BILLING STRUCTURE: The current provider of General Counsel and Related Legal Services is compensated based on the following fee schedules:

General Counsel	\$9,500/Month

Total Annual Compensation	\$114,000

Legal Services outside the current scope of responsibilities are charged at the following rates:

All specialized legal matters	\$250 per hour
Employment	\$250 per hour
Litigation	\$250 per hour
Tax/Bond Related Issues	\$250 per hour
Bankruptcy	\$250 per hour

If awarded the contract, the successful respondent will invoice the Authority on a monthly basis. The invoice shall show the specific project(s) that the Firm worked on during the month, the number of hours spent on the project(s), and a cost associated with each project. The Firm will carefully monitor billable hours and may not exceed the dollar amount of the contract approved by the Authority's Board of Directors. The approved contract amount represents the maximum dollar amount billable under this contract annually.

14.0 MINIMUM REQUIREMENTS:

- a. Responding firms must have demonstrated past experiences as defined in the Description of Services.
- b. Responding firm's representative who will be responsible for the Tampa Sports Authority's Project must have demonstrated experiences as defined in the Description of Services.
- c. The Respondent must commit to local availability based upon the Tampa Sports Authority's requirements.

The requested General Counsel services require at least five (5) years of the following minimum demonstrated knowledge and experience, evidence of these qualifications should be part of the Respondent's response:

- a. Proven experience in interpreting multiple interlocking and interrelated Interlocal agreements and license agreements.
- b. Proven experience effectively working with other local governments and clients related to contractual matters.
- c. Proven experience in drafting and negotiating contracts with professional sports teams and entertainment event promoters.
- d. Proven experience with governmental and commercial land issues.
- e. Proven experience with commercial construction contracts and law.
- f. Ability to analyze laws and ordinances impacting TSA operations to assist in the development of policies and procedures to comply with laws and regulations.
- g. Negotiating professional sports License/Lease Agreements.
- h. Advising a public board.
- i. Florida Public Records Laws.

PRIOR TO COMMENCEMENT OF THE ENGAGEMENT, RESPONDENTS ARE REQUIRED TO ESTABLISH THEIR BASE KNOWLEDGE OF TSA OPERATING AGREEMENTS, INTERLOCAL AGREEMENTS, LAND USE AGREEMENTS, CONTRACTS, AND OTHER CRITICAL LEGAL DOCUMENTS AT NO CHARGE TO THE AUTHORITY.

15.0 EVALUATION CRITERIA:

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

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

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

SUB TOTAL POINTS: 100

F. Disadvantaged Minority / Disadvantaged Women Business Enterprise Participation:

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

MAXIMUM BONUS POINTS: 5

TOTAL POINTS: 105

DECLARATION AND PROPOSAL GUARANTEE

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

4. Our primary business address is: _____

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

The below named Respondent affirms and declares:

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

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

ATTEST:

RESPONDENT

Witness

By: _____ (SEAL)
(Authorized Signature)

Witness

By: _____
(Printed Name of Signer)

Date Signed

(Title of Signer)

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

ACKNOWLEDGMENT OF PROPOSER, IF A CORPORATION

STATE OF _____)

SS

COUNTY OF _____)

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

_____(Signature of Company Representative)

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public) Date _____

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

_____ Personally known _____ or product identification

Type of identification produced _____

(NOTARY’S SEAL)

ACKNOWLEDGMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL

STATE OF _____)

SS

COUNTY OF _____)

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

_____(Signature of Company Representative)

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public) Date _____

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

_____ Personally known _____ or product identification

Type of identification produced _____

(NOTARY’S SEAL)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

(STATE OF FLORIDA)

(COUNTY OF _____)

(CITY OF _____)

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

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

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

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

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

(Signature)

NOTARY PUBLIC:

Sign: _____ Date _____

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: _____

QUALIFICATION/REFERENCE FORM

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

COMPANY/CONTRACT NAME: _____

1. PROJECT: _____ PROJECT DATE: _____
ADDRESS: _____

CONTACT: _____
PERSON: _____ TITLE: _____

(PHONE) (EMAIL)

COMPANY/CONTRACT NAME: _____

2. PROJECT: _____ PROJECT DATE: _____
ADDRESS: _____

CONTACT: _____
PERSON: _____ TITLE: _____

(PHONE) (EMAIL)

COMPANY/CONTRACT NAME: _____

3. PROJECT: _____ PROJECT DATE: _____
ADDRESS: _____

CONTACT: _____
PERSON: _____ TITLE: _____

(PHONE) (EMAIL)

SWORN STATEMENT
ON DISCLOSURE OF RELATIONSHIPS

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

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

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement
_____.)

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

and my relationship to the entity named above is _____

4. I understand that an "affiliate", means:

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

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

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

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

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships with any TSA Board Member or TSA employee.

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

Name of Affiliate or entity	Name of TSA Board Member or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC

SIGN: _____

PRINT: _____

Notary Public, State at large
My Commission Expires:

(Seal)

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

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

ACKNOWLEDGMENT OF ADDENDA (If applicable)

I, _____, on this _____, day of _____, 20____ hereby
acknowledge receipt of any and all Addenda Notices hereby issued in regard to this RFP #19-09 for
General Counsel and Related Legal Services.

Addenda Numbers Received:

AUTHORIZED SIGNATURE: _____

SIGNATORY'S NAME: _____

SIGNATORY'S TITLE: _____

COMPANY/OFFEROR: _____

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

1. This statement is submitted with Request for Proposal #19-09 (General Counsel and Related Legal Services).
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 FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

RESPONDENT'S SIGNATURE: _____ DATE: _____

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bodily Injury, Personal Injury, & Property Damage Liability:

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

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

Bodily Injury, Personal Injury & Property Damage Liability:

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

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

Bodily Injury & Property Damage Liability:

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

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

Professional Liability:

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

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
Kendal Capaz, Purchasing Mgr. (Alternate)
po15@ci.tampa.fl.us
<http://www.ci.tampa.fl.us>
Phone: (813) 274-8353
Fax: (813) 274-8355

City of Plant City

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

City of Temple Terrace

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

Clerk of the Circuit Court

601 E. Kennedy Blvd. - 13th Floor
P.O. Box 1110
Tampa, FL 33601
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
Patrick McCue, Executive Director
Mary Hall, Asst. Director (Alternate)
Phone: (813) 272-6740
Fax: (813) 273-3730

Hills. Area Regional Transit Authority

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

Aviation Authority

P.O. Box 22287
Tampa International Airport
Tampa, FL 33622-2287
Doug Hanlon, Purchasing Manager
Phone: (813) 870-8730
Fax: (813) 875-6670
dhanlon@tampaairport.com

Hillsborough County School Board

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

Hillsborough Community College

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

Tampa Port Authority Purchasing Dept.

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

Hillsborough County Sheriff's Dept.

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

State Attorney's Office

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

Property Appraiser

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

Supervisor of Elections

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

City of Tampa Housing Authority

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

Tampa Palms Community Dev. District

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

Tampa Port Authority

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

Tampa Sports Authority

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

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Tax Collector

601 E. Kennedy Blvd., 14th Floor
Tampa, FL 33602

Dawn Antinori, Senior Manager

Phone: (813) 307-6222

Fax: (813) 307-6521

antinori@hctc.co.hillsborough.fl.us

The Children's Board of Hills. County

1205 E. 8th Avenue
Tampa, FL 33605

Bill Jones, Sr. Manager

Phone: (813) 229-2884

Fax: (813) 228-8122

bjones@childrensboard.org

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



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

RFP Number: 19-09
Title: General Counsel and Related Legal Services

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

If you elect not to submit a bid/proposal, please indicate the reason below and either
Email this form to: djones@tampasportsauthority.com OR
Fax this form to: 813-350-6611 OR
Mail this form 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 respondents for the Tampa Sports Authority.

SIGNATURE: _____ DATE: _____
NAME (PRINTED): _____
COMPANY: _____
ADDRESS: _____
FEDERAL TAX ID#: _____
PHONE NUMBER: _____ EMAIL: _____

RFP CHECKLIST

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

- Procurement Summary and Respondent Registration – Page 3
- Response Format and Content – Page 8-11
- Declaration and Proposal Guarantee – Page 17
- Acknowledgment of Proposer, If a Corporation (if applicable) – Page 18
- Acknowledgment of Proposer, If a Partnership or Individual (if applicable) – Page 18
- Acknowledgment of Principal, If a Corporation (if applicable) – Page 19
- Legal Status of Proposer – Page 20
- Qualification/Reference Form – Page 21
- Sworn Statement on Disclosure of Relationships – Page 22-23
- Sworn Statement on Public Entity Crimes – Page 24-25
- Acknowledgment of Addenda, (if applicable) – Page 26
- Preference to do Business with Drug-Free Workplace Programs Under Section 287.087, Florida Statutes – Page 27
- Insurance Requirements – Page 28-30
- Statement of No Bid (Complete this form only if not submitting a bid) –Page 34
- Proposal Checklist – Page 35

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

Date