



4201 NORTH DALE MABRY HIGHWAY  
TAMPA, FLORIDA 33607

**REQUEST FOR PROPOSAL #23-05**

ROCKY POINT GOLF COURSE CLUBHOUSE RENOVATION

**MANDATORY PRE-PROPOSAL CONFERENCE**

TUESDAY, JANUARY 9, 2024 AT 10AM  
AT  
ROCKY POINT GOLF COURSE  
4151 DANA SHORES DRIVE, TAMPA, FL 33634

**RFP DUE DATE/TIME**

TUESDAY, JANUARY 23, 2024 *NOT LATER THAN 10AM*

DECEMBER 2023

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**PROCUREMENT SUMMARY AND REGISTRATION**

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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.

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**Document Number:** RFP #23-05

**Title:** Rocky Point Golf Course Clubhouse Renovation

**Description:** Provide proposal to renovate Rocky Point Golf Course Clubhouse

**Mandatory Pre-Bid/Proposal Conference:** Tuesday, January 9, 2024 at 10am – Rocky Point Golf Course

**Last Day for Questions:** Tuesday, January 16, 2024 by 10am

**Proposal Submittal Deadline:** Tuesday, January 23, 2024 *not later than* 10am

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

**Special Instructions:** To hand deliver bids, enter Entrance B/C off Himes Avenue through security entrance (Raymond James Stadium)

To submit bids electronically, email docs to [bids@tampasportsauthority.com](mailto:bids@tampasportsauthority.com)

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<b>PROPOSER REGISTRATION</b>	
EMAIL THIS FORM TO <a href="mailto:djones@tampasportsauthority.com">djones@tampasportsauthority.com</a> OR <a href="mailto:bids@tampasportsauthority.com">bids@tampasportsauthority.com</a>	
<p>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 email it to the Procurement Department. You must submit one form for each company that you are registering for. <b>FAILURE TO INCLUDE AN ADDENDUM IN YOUR BID MAY RESULT IN THE REJECTION OF YOUR BID.</b></p>	
Company Name:	_____
Contact Person:	_____
Mailing Address:	_____
City: _____	State/ZIP: _____
Email:	_____
Phone: ( _____ ) _____	Fax: ( _____ ) _____

**GENERAL CONDITIONS**

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**RFP #:** 23-05

**TITLE:** ROCKY POINT GOLF COURSE CLUBHOUSE RENOVATION

**MANDATORY PRE-PROPOAL  
CONFERENCE:** TUESDAY, JANUARY 9, 2024 AT 10AM – ROCKY POINT GOLF COURSE

**RESPONSE DUE DATE/  
TIME/LOCATION:** PROCUREMENT DEPARTMENT, 4201 N. DALE MABRY HWY., TAMPA, FL 33607  
**NOT LATER THAN 10AM ON TUESDAY, JANUARY 23, 2024, OR VIA EMAIL TO  
[BIDS@TAMPASPORTSAUTHORITY.COM](mailto:BIDS@TAMPASPORTSAUTHORITY.COM).**

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1. **PURPOSE:**

- A. As directed by the Governing Board of the Tampa Sports Authority, the TSA has issued this solicitation to find a contractor to renovate the clubhouse at Rocky Point Golf Course.
- B. Tampa Sports Authority’s objective is to find a qualified company to provide the service set forth in this Request for Proposal (RFP).

2. **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 its major capital construction projects, from the original Tampa Stadium, Golf Courses, Amalie Arena, Legends Field, Hillsborough Tournament Sports Plex, 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).

3. **DELIVERY OF RESPONSES:**

- A. The delivery of the RESPONSE to the Tampa Sports Authority’s Procurement Department, prior to the deadline, is solely and strictly the responsibility of the Proposer. **The deadline for delivery of all Responses is TUESDAY, JANUARY 23, 2024 NOT LATER THAN 10AM. Box/Packaging must be marked “SEALED RESPONSE FOR ROCKY POINT GOLF COURSE CLUBHOUSE RENOVATION”.** All Responses should be delivered to the TAMPA SPORTS AUTHORITY, 4201 N. Dale Mabry Highway, Tampa, Florida 33607 (Raymond James Stadium, Entrance B/C off Himes Avenue) or you can email Responses to [bids@tampasportsauthority.com](mailto:bids@tampasportsauthority.com). The Tampa Sports Authority Purchasing Department will not be responsible for delays caused by any delivery services that may be used. The Proposer is hereby directed to cause delivery/email their Response prior to the bid proposal opening time. The Response delivery time will be scrupulously observed. Any Response received after **10am on Tuesday, January 23, 2024** shall not be considered. **THERE WILL NOT BE A “FORMAL” RESPONSE OPENING FOR THIS PROPOSAL.**
- B. Electronic proposals **will** be accepted and may be emailed to [bids@tampasportsauthority.com](mailto:bids@tampasportsauthority.com).

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. Proposers are cautioned to plan the necessary delivery time accordingly.

4. PROPOSALS:

If applicable, prices must be quoted on the sheet furnished by the Procurement Department. If no proposal sheet is provided in this document, you may use your own form. All prices quoted F.O.B. Tampa, Florida. The responsibility for getting the proposal to the Authority on or before the stated time and date will be solely and strictly the responsibility of the proposer. The Authority will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence. The proposer shall be responsible for reading and completely understanding the requirements and specifications of this proposal document and bidding according to the Authority’s request. Proposal time will be and must be scrupulously observed. Under no circumstances will proposals delivered after the time specified be considered. Late proposals shall be returned to the vendor unopened with a notation indicating why the proposal is returned and/or rejected.

5. TENTATIVE SCHEDULE:

SCHEDULED DATES	DATE
Advertisement Dates – FL Sentinel Bulletin	Friday, December 22, 2023
Advertisement Dates – La Gaceta	Friday, December 22, 2023
Advertisement Dates – Business Observer	Friday, December 29, 2023
RFP Release Date – TSA, SMA, NAACP & DemandStar Sites	Friday, December 22, 2023
Mandatory Pre-Bid Conference	Tuesday, January 9, 2024 at 10am
Last Day for Questions	Tuesday, January 16, 2024 by 10am
Proposal Due Date & Time	Tuesday, January 23, 2024 not later than 10am
Shortlist Meeting (Open to the Public)	Tuesday, January 30, 2024 at 9am
Interview Date(s) (Closed to the Public)	Tentatively Tuesday, February 6, 2024 (Times TBD)
Final Ranking Meeting (Open to the Public)	Tuesday, February 6, 2024 at 2pm
Finance Committee Meeting	Tuesday, February 10, 2023 at 10:30am
Board Meeting	Tuesday, February 27, 2024 at 4pm

6. QUESTIONS:

The final day for asking questions regarding this RFP is **Tuesday, January 16, 2024** not later than 10:00am. All questions must be submitted, in writing, via email to [djones@tampasportsauthority.com](mailto:djones@tampasportsauthority.com).

7. REQUESTS FOR INTERPRETATION/QUESTIONS:

No substantive interpretation of this RFP will be made to any Proposer orally. Every request for such interpretation must be in writing and shall be emailed to [djones@tampasportsauthority.com](mailto:djones@tampasportsauthority.com) or to [bids@tampasportsauthority.com](mailto:bids@tampasportsauthority.com). To be considered, such a request should be received not later than **Tuesday, January 16, 2024 by 10am**. 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) to five (5) days prior to the date fixed for the opening of Responses. Failure of any Proposer to receive any such addendum or interpretation shall not relieve said Responder from any obligations contained within this RFP. All addenda so issued shall become part of the Contract documents.

8. ADDENDA:

- A. If it becomes necessary to revise any part of this proposal, a written addendum will be provided to all proposers. The Authority is not bound by any oral representations, clarifications, or changes made to the specifications by Authority employees. All changes and/or clarifications will be provided in writing via an addendum released from the Procurement Department. Addendums will be posted on the Authority's website (<https://www.tampasportsauthority.com/procurement-services>) and the DemandStar website (<https://network.demandstar.com>). It shall be the responsibility of each proposer to ensure they obtain all addenda to include with their proposal submittal. Proposers shall promptly notify the Authority, prior to submission of their proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the proposal and Contract Documents or of the site and local conditions.
- B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.
- C. All such interpretations and any supplemental instructions will be in the form of written addenda to the proposal documents which, if issued, will be posted, and emailed to all prospective proposers (at the respective email addresses furnished for such purposes or as listed on the pre-proposal conference sign-in sheet(s), if applicable. The Authority will not be responsible for any other explanations or interpretations of the proposal documents. Failure of any proposer to receive any such addendum or interpretation shall not relieve any proposer from any obligation under his proposal as submitted. All addenda so issued shall become a part of the Contract Documents.
- D. Each Proposer shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion their proposal of all Addenda.

9. COSTS OF PREPARATION:

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

10. RFP RESULTS:

Preliminary results will be available after the Tampa Sports Authority Selection Committee meets to rank the Responses. The ranking will be submitted to the Finance Committee for review and the Finance Committee will make a recommendation to award to the TSA Board for approval. Results will be emailed and/or posted on the respective websites as listed above.

11. RIGHT TO REJECT PROPOSALS:

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

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

- (A) Failure to use the proposal form furnished by the Authority.
- (B) Lack of signature by an authorized representative on the proposal form.
- (C) Failure to properly complete proposal.
- (D) Evidence of collusion among proposers. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.
- (E) Advance disclosures of any information to any particular proposer which gives that Proposer any advantage over any other interested bidder, in advance of the opening of proposals, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that particular proposal solicitation or request.
- (F) Omission of proposal guarantee.
- (G) Unauthorized alteration of bid form. The Authority reserves the right to waive any minor informality or irregularity.
- (H) Failure to sign and return any addenda.
- (I) Proposals may be rejected unless the Authority approves the delivery method.
- (J) A final decision to award cannot be made by the Authority due to unseen/unknown circumstances.

12. AWARD OF CONTRACT/AGREEMENT:

An award shall be made to the responsible Proposer whose proposal is determined, in writing, to be the most advantageous to the Authority, taking into consideration price and the evaluation factors set forth in the RFP. However, the final determination will not focus on the weight of the specific criteria. Rather, upon determining those entities that meet the minimum qualifications, the Authority will look at each qualifying company's credentials and pricing structure as a whole in determining the best possible provider for the services rendered.

13. BINDING OFFER:

A Proposer's submittal will be considered a binding offer to perform the required services, assuming all terms are negotiated satisfactorily. The submission of a Response shall be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this RFP. Responses may be withdrawn in writing via email request dispatched by the Proposer in time for delivery prior to the time fixed for the opening of Responses. Negligence on the part of the Responder in preparing the Response confers no right of withdrawal or modification of the Response, after the Response has been opened at the appointed time and place, by the Tampa Sports Authority. Any such withdrawn Response shall not be resubmitted. Responses will be in force for a period of ninety (90) days after the opening date.

14. INCONSISTENCIES ON CONDITIONS:

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

15. 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.

16. 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.

17. BRAND NAMES "OR EQUAL":

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

18. DISCOUNTS:

Discounts for prompt payment offered may be taken into consideration by the Selection Committee during the evaluation phase. Terms of payment offered shall be reflected within your price forms.

19. TAXES:

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

20. CONTRACT EFFECTIVE DATE TERMS:

This is for a one (1) time purchase. Time is of the essence.

21. ASSIGNMENT AND SUB-LETTING:

No assignment of the contract or any right occurring under this contract shall be made in whole or part by the Proposer without the express written consent of the Authority's Board of Directors. In the event of any assignment, the assignee shall assume the liability of the Proposer. The Proposer submitting its proposal understands the contract is one entire individual contract for the performance of all the services or providing requested commodities thereunder and is not separable.



22. NON-EXCLUSIVITY OF CONTRACT:

The selected Proposer 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/commodities elsewhere if deemed in the best interest of the Tampa Sports Authority.

23. EMPLOYEE CONFLICT:

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

24. 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 Proposer, 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.

25. INDEMNIFICATION: (PATENT OR COPYRIGHT)

The selected Proposer 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 the Proposer 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.

26. INDEMNIFICATION: (GENERAL LIABILITY)

The selected Proposer 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 Proposer, or anyone performing any act required of Proposer 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.

27. DISQUALIFICATION/COLLUSION:

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 Proposer. 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 Proposer fails to satisfy the Tampa Sports Authority's Selection Committee that such Proposer 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.

28. USE OF STATE CONTRACT, GPC, OR COOPERATIVE PURCHASING BIDS/AGREEMENTS:

Although the Authority and Rocky Point Golf Course have been identified as the recipient of the commodity/service to be provided by the proposer, the services, prices, terms, and conditions specified in the Contract shall be available to any other Authority property upon request. The Authority reserves the right to utilize applicable State of Florida Contracts, government purchasing council (GPC) Bids/proposals, or those contracts of any other federal, state, or local government entity under the terms of a bid proposal submitted to such entity, provided that such contract is procured in compliance with the procuring entity's law, bylaws, regulations, or ordinances regarding competitive solicitation, which must provide for full and open competition for any items covered by this specification when the use of same is in the best interest of the Authority. Additionally, the submission of any Response to this 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 Proposer at their option. All Hillsborough County public entities will negotiate their own agreement and coordinate the requirements with the successful Proposer. The Tampa Sports Authority will not be responsible for any transactions between the successful Proposer 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 Proposer and any other Hillsborough County public entity utilizing this Response. As a condition of using the successful Proposer(s) from this RFP, the Public Entity and Proposer(s) shall hold the Tampa Sports Authority harmless from any claims or lawsuits that may arise.

29. 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). 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.

30. 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 Proposer. The Proposer shall be paid for services rendered to the TSA's satisfaction through the date of termination, if applicable.

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

- A. Proposer 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 commodity or service. The Authority's obligation is contingent upon the availability of appropriated funds.

31. OFFER ACCEPTANCE:

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

32. 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.

33. OMISSIONS, ERRORS & DISCREPENSIES:

Failure or omission of any responder to receive or examine any form, instrument, or other documents shall in no way relieve any Proposer from any obligation with respect to this proposal or the evidence of compliance with this proposal. Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the Authority's Purchasing Department. Should it be found necessary, a written addendum will be incorporated in the RFP and will become part of the Proposal/Contract. The Authority will not be responsible for any oral instructions, clarifications, or other communications.

34. AWARD WITHOUT DISCUSSION:

The Authority may award the Contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

35. IDENTICAL / TIE BID PROPOSALS:

In the event two (2) or more Bidders have submitted the lowest and best Bids/Proposals, preference will be given in the following order:

- A. A Bidder who has signed and submitted a Drug-Free Workplace Statement/Form pursuant to Section 287.087 Florida Statutes, with the bid.
- B. A Bidder who is a Service-Disabled Veteran Business and who is currently registered and can provide proof of registration with Hillsborough County Small Business Enterprise and/or the City of Tampa Small Business Enterprise program(s).

- C. A Bidder who is a Minority or Small Business Enterprise and can provide proof of current registration with the Hillsborough County and/or the City of Tampa's Small Business Enterprise program(s).
- D. A Bidder who has its principal place of business in Hillsborough County.
- E. A Bidder who has a place of business located in Hillsborough County.
- F. Otherwise, the bid/proposal may be awarded by coin toss of the best 2 out of 3.

The Authority reserves the right to reject all proposals and issue a rebid if it is deemed to be in the best interest of the Authority.

36. EEOC/WMBE/DM/DWBE/SBE/S-DV/LGBTQIA2IA2+:

The Authority is an equal employment opportunity employer and encourages the firms and contractors with whom it does business to likewise follow these principles. WMBE/DM/DWBE/SBE/S-DV/LGBTQIA2IA2+ businesses will be afforded full opportunity to submit bids in response to this proposal and will not be discriminated against on the grounds of race, color, creed, sex, or natural origin in consideration for an award.

37. ASSIGNMENT OF CONTRACTUAL RIGHTS:

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

38. TIMELY DELIVERY:

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

39. DEFAULT OF CONTRACT:

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

40. ACCEPTANCE OF MATERIAL:

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

41. DAMAGE:

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

Authority. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

42. PARTIAL/DUAL PROPOSAL SUBMITTALS:

If approved by the Authority prior to submittal, proposers may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the proposal document. Tampa Sports Authority reserves the right to make an award to one (1) or multiple bidders. The Authority is not obligated to purchase all items listed on the proposal form and may elect to purchase certain “portions” of a submittal instead.

43. DUE DILIGENCE:

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

44. RESPONSIVENESS OF PROPOSERS:

A responsive proposal is an offer to perform the scope of services called for in this Request for Proposal in accordance with all requirements of this Request for Proposal. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions contained herein. A Proposal may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite, or ambiguous proposals, improper and/or undated signatures and Proposers who fail to meet all pre-requisites.

45. ATTACHMENT TO RFP SUBMITTAL – CONFIDENTIAL MATERIAL:

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled “Attachment to Request for Proposals, **RFP #23-05 – Confidential Material**”. The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

46. 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.

47. INCURRED COSTS:

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

48. 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 to complete the said work.

49. MODIFICATION OR WITHDRAWAL OF OFFER:

An offer may not be modified, withdrawn, or canceled by the Proposer for 90 days following the time and date designated for the opening of proposals (except when requested by the Authority for clarification, presentation, or best and final offers) and the Proposer so agrees by submitting its proposal. Proposers may request withdrawal of a posted, sealed Proposal prior to the scheduled opening time provided the withdrawal request is submitted to the Purchasing Department in writing via email or in person.

50. BEST & FINAL OFFERS:

If it is determined by the Procurement Manager that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Manager for Best and Final Offer submissions.

51. ADVERTISING:

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

52. COPYRIGHTED MATERIAL:

Copyrighted material will be accepted as part of a technical proposal only if accompanied by a waiver that will allow the Authority to make paper and electronic copies necessary for the use of Authority staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

52. LICENSES AND PERMITS (if applicable):

In the performance of these services, Proposer will fully comply with all the laws and regulations of all State, Federal, County, City and/or other governmental authorities and agencies as required by reason of these services or duties to be performed hereunder. Proposer will hold Authority harmless from any liability which may be imposed upon Authority by reason of any alleged violation of the law by Proposer, or for failure to pay taxes or secure necessary licenses or permits.

54. 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.

55. BID (BOND) SECURITY (Requirements Subject to Change):

- 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 the 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. The Bid Bond must be submitted with your bid proposal.
- B. Said bid security is given as a guarantee that the Bidder will honor the purchase agreement/contract, if awarded and, in the case of refusal or failure to so enter into said contract agreement, 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 the 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 agreement 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. The Bidder hereby agrees that all proposed prices are firm, fixed prices which the Authority may accept up to 45 days from Bid opening.

56. LIQUIDATED DAMAGES:

The Successful Proposer, upon their failure or refusal to execute or acknowledge the contract agreement or Purchase Order within ten (10) days after receipt, shall forfeit to the Authority the security deposited with his bid proposal, as liquidated damages for such failure or refusal.

57. PERFORMANCE BOND SECURITY

The Successful bidder shall furnish and record in the official records of the County where the project is located a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of the Contract and also a Payment Bond in an amount not less than one hundred percent (100%) of the Contract Sum, as security for the payment of all persons performing labor and/or furnishing materials under this Contract. Both the Performance and Payment Bond shall be in the forms set forth in the Contract Documents (if applicable) and shall be written by sureties which are licensed to do business in the State of Florida, which are currently on the approved U.S. Treasury List of Sureties, which maintain an A- rating with Best Insurance Guide and are otherwise acceptable to the Authority. The Performance and Payment Bond shall be in separate instruments and shall be delivered to the Authority not later than the date of execution of the Contract. No work or mobilization may proceed until both bonds are executed and delivered to the Authority.

58. 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.

59. 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 North Dale Mabry Highway, Tampa, Florida 33607, (813) 350-6515 and/or [PUBLICRECORDS@TAMPASPORTSAUTHORITY.COM](mailto:PUBLICRECORDS@TAMPASPORTSAUTHORITY.COM)

The 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 the Contractor of the request, and the Contractor must provide the records to the Authority or allow the records to be inspected or copied within a reasonable time.
- G. If the 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.

60. EX PARTE COMMUNICATION:

To ensure fair evaluation of proposals/bids, ex parte communication initiated by Proposers is prohibited from the time the Responses are opened until the final decision has been made. No Proposer may initiate communication with any City Council Member, County Commissioner or any Tampa Sports Authority



director, board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by a Proposer after the Responses are opened must be in writing to:

Deltacia Jones, Procurement Manager, Purchasing Department  
4201 N. Dale Mabry Highway, Tampa, FL 33607  
Email: [djones@tampasportsauthority.com](mailto:djones@tampasportsauthority.com)

The Selection Committee/Staff member may, however, initiate communication with any Proposer to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by a Responder may disqualify that Proposer from consideration for this or future Request for Proposals.

61. ATTORNEY'S FEES:

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

62. E-VERIFY COMPLIANCE:

All terms defined in Fla. Stat. § 448.095 are adopted and incorporated into this section. Pursuant to Fla. Stat. §§ 288.061(6) and 448.095(2), Contractor shall enroll in and verify the work eligibility status of all its newly hired employees using the E-Verify system if it has not already done so as of the date of this Agreement. Contractor is further required to execute an affidavit in the form attached to this Agreement affirming that: (i) it is enrolled and is participating in the E-Verify system, and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Contractor shall provide Tampa Sports Authority with documentation that it has enrolled and is participating in the E-Verify system. This Agreement shall not take effect until such affidavit is signed by Contractor and delivered to Tampa Sports Authority's authorized representative. Should a Contractor subcontract for the performance of any work under this Agreement, the Contractor shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) it has enrolled and is participating in the E-Verify system. Contractor shall maintain a copy of such certification for the duration of the term of any subcontract. Contractor shall also deliver a copy of the certification to Tampa Sports Authority within [number of days] of the effective date of the subcontract. If Contractor, or any subcontractor of Contractor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien, Contractor shall terminate the employment of or contract with the unauthorized alien within [number of days] (the "Cure Period"). Should the Contractor or any subcontractor of the Contractor fail to cure within the Cure Period, Tampa Sports Authority has the right to terminate this Agreement without consequence. The E-Verify requirements of this Agreement will not apply should the E-Verify system cease to exist.

63. HOUSE BILL 3

NOTICE: This notice is required pursuant to chapter 2023-28, section 20, Laws of Florida, codified in section 287.05701, Florida Statutes as may be amended from time to time. Tampa Sports Authority may not (1)

request documentation of or consider a vendor's social, political, or ideological interests when determining whether a vendor is a responsible vendor, or (2) give preference to any vendor based on the vendor's social, political, or ideological interests. A "responsible vendor" is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good father preformation. § 287.012(25), Fla. Statute.

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## QUALIFICATIONS, CONDITIONS, AND REQUIREMENTS/SCOPE OF WORK

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### A. QUALIFICATIONS

1. QUALIFICATION OF PROPOSER:

The Authority will determine whether the Proposer is qualified to provide the commodity being purchased based upon their Proposal demonstrating satisfactory experience and capability in providing the item(s) requested according to specifications. The Proposer shall identify necessary aspects, design, and detailed specifications with installation instructions for the barriers requested.

2. QUALIFICATION OF KEY PERSONNEL:

Those individuals who will be directly involved in the purchase should have knowledge and experience of the barriers as detailed in the specifications. Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise accepted by the Authority. Where State of Florida registration or certification to do business in the state is required, a copy of the registration or certificate should be included in the proposal package.

3. REVIEW OF FACILITIES AND QUALIFICATIONS:

After the proposal due date and prior to contract execution or issuance of a Purchase Order, the Authority reserves the right to perform or have performed an on-site review of the Proposer's facilities and qualifications. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer has an adequate, qualified, and experienced staff, and can provide the specified barriers according to this RFP solicitation. The review may also serve to verify whether the Proposer has financial capability adequate to meet the contract requirements. Should the Authority determine that the proposal has material misrepresentations or that the size or nature of the Proposer's facilities are not adequate to ensure a satisfactory purchase, the Authority has the right to reject the proposal.

4. EMPLOYMENT REQUIREMENTS:

If any employees of the Proposer need to be on the Authority property for any reason, the Proposer shall be responsible for screening the employees to determine that employees are of good character.

5. COST PROPOSAL:

In compliance with the Request for Proposal, the proposer hereby proposes and agrees to provide the clubhouse renovations at Rocky Point Golf Course as requested in this RFP documents and attachments at proposer's specified prices herein. The job shall be completed in an efficient and diligent manner to the satisfaction of the Authority's authorized representative. Prices must include all applicable Federal, State, County and City taxes, along with freight/delivery fees.

6. EVALUATION CRITERIA:

The Selection Committee will review and evaluate all responses based on the information provided and other evaluation criteria set forth in this RFP. The Selection Committee reserves the right to request additional information and clarifications of any information submitted in response to this RFP, including any omission from the original response. All Proposers will be treated equally with regards to this item. The Selection Committee will consist of the Authority’s Director of Event Services, Security & Parking Manager, and an Event Manager. The committee will also utilize the Authority’s Vice President of Stadium Operations (as needed) in an advisory capacity. 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.

*The Responses will be short-listed based on the following criteria:*

<u>Criteria</u>	<u>Maximum Points</u>
A. Respondents’ qualifications, knowledge, and experience with commercial renovation projects.....	25
B. Documentation of similar projects performed, references, government experience, financial/other resources.....	20
C. Proposed Cost to Authority .....	25
D. Size, structure and organization, key personnel committed to this project (Reputation/professionalism) .....	20
E. Overall responsiveness to RFP .....	10
<b>SUB TOTAL POINTS: 100</b>	
F. Disadvantaged/Minority Business Enterprise Participation:	
<b>Certification Statement</b>	<b>Points</b>
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 POSSIBLE POINTS.....105**

7. FINAL RANKING:

For the final ranking the Selection Committee will determine the final scoring criteria after the short-list period. They may choose to include points for the RFP responses or may choose to evaluate their final ranking based solely upon the interview phase of the process (if such interviews are scheduled).

**B. CONDITIONS**

1. NO LIENS:

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

2. NO WAIVER:

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

3. RELATIONSHIP OF PARTIES:

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

4. PROPOSER'S RESPONSIBILITY:

Before submitting proposals, Proposers shall carefully examine the specifications, requirements, and photos of the proposed request and the various means of approach necessary to renovate the clubhouse at Rocky Point Golf Course. Proposer to make all necessary investigations to conform to all requirements needed to provide the renovations under this Agreement in accordance with its requirements. It will be assumed that the Proposer has made necessary reviews and determinations to prohibit any issues that may be encountered in providing the renovation service as required in this proposal documentation. The Authority will in no case be responsible for any loss or unanticipated cost to the Proposer that may result from the Proposer's failure to do so.

5. CONTRACT/PURCHASE ORDER:

A Purchase Order will be issued by the Procurement Department for this purchase. The proposer shall reference the Purchase Order number on each invoice submitted to the Authority for payment. If the Proposer has any questions regarding the issued Purchase Order, those questions shall be emailed to the Procurement Manager at [djones@tampasportsauthority.com](mailto:djones@tampasportsauthority.com).

This purchase agreement may be terminated for cause at any time by the Authority by giving written notice at least thirty (30) days prior to the desired delivery date with such notice directed to the main office of the Proposer.

**C. REQUIREMENTS**

1. The Tampa Sports Authority requests a proposal for renovation of the clubhouse at Rocky Point Golf Course located at 4151 Dana Shores Drive, Tampa, Florida 33634. The job shall be completed in a timely manner that will not disrupt the day-to-day operations of Rocky Point Golf Course.
2. Qualifications from responders and subcontractors, where applicable, shall be submitted with the purpose that their applications demonstrate the best qualifications to provide the required comprehensive services that will serve TSA, and the City of Tampa to provide architectural and construction services. These services may also include potential engineering and as built surveys of the existing clubhouse structure in which the responders should account for and incorporate in the response.
3. All interested proposers shall submit a document to illustrate the candidate's firm, profile, and commercial renovation experience. Please list a minimum of five (5) commercial grade renovations of similar scale for consideration that represent your understating of the project description and scope of work. In addition to the requested document and project examples, please return a detailed pricing worksheet for overall project fee and construction cost.
4. Please review the attached Rocky Point Golf Course Concept Design Package with visuals.

**D. SCOPE OF WORK**

1. Project Goals:
  - a. Enhance the overall look and feel of the interiors of the existing clubhouse.
  - b. Enhance the accessibility and outdoor experience of the exterior of the clubhouse.
  - c. Enhance the food and beverage experience in the hospitality area of the clubhouse.
  - d. Enhance the retail experience of the pro-shop in the clubhouse.
  - e. Execute full Design and Construction of the Renovation by selected Vendor.
2. Services to be included:
  - a. Flooring - Need new flooring throughout building. Looking for long lasting vinyl plank in all areas except; offices (carpet), kitchen (excluded), bathrooms (tile).
  - b. Bathrooms - Tile flooring, wall tile and wainscoting, new paint, new fixtures, and partitions. Demolition of the showers in both men's and women's restrooms and renovate into storage closet for merchandise.
  - c. Grill and Hospitality Area - New drywall & baseboards, window glazing (making sure windows are sealed), sports bar theme with multiple television and sound system.

- d. New Bar – Refurbish the existing bar will be considered to make to look new.
- e. Storage Area - Where men’s & women’s showers are currently located. Access door through grill area.
- f. Golf Shop - New slatwall, refurbish shop counter, new paint.
- g. Painting - Interior & exterior of clubhouse to be painted.
- h. Lighting - Provide new or re-lamp light fixtures throughout.
- i. Outside - Allowance for new landscaping and entry lighting.
- j. Proposer shall apply for and supply all required permits.
- k. Pre-Construction meetings/services shall be scheduled by Contractor/Proposer with the Authority representative.
- l. Proposer shall provide full construction management services.
- m. Proposer shall meet with the Authority representatives to inspect the premises prior to closing the project. The Authority representative shall sign off on the project at the end-of-construction meeting/inspection.
- n. Deliveries and storage shall be discussed and planned with the Authority representative.
- o. The work site shall be kept as clean as possible after each workday and shall be free of spreading debris and materials that can cause punctures.

## RESPONSE FORMAT AND CONTENT

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Proposers who choose to not respond to the RFP should complete the Statement of No Bid and return via email to [djones@tampasportsauthority.com](mailto:djones@tampasportsauthority.com) or to [bids@tampasportsauthority.com](mailto:bids@tampasportsauthority.com).

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

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**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. The letter must contain the Proposing company's name, contact person, contact email address, mailing address, location address and telephone number.
- C. Contains a paragraph stating the Proposer's interest in being considered for the project and identify contributing members of its team.

### **Table of Contents**

#### **Schedule 1 – Pre-Requisites**

- A. Major Venue/Public Assembly Experience
  - 1. The company must be able to demonstrate they have provided commercial construction renovation services to complexes or public assembly facilities of similar size and scope as Rocky Point Golf Course.
- B. Each Proposer must provide one of the following to establish its financial ability to provide the items set forth herein.
  - 1. A commitment to provide a bid bond with proposer's submittal in accordance with the conditions and requirements of this document.
  - 2. A commitment to provide a Performance Bond in accordance with the conditions and requirements of this document. Performance Bond costs must be taken into consideration when submitting your proposal costs. A Performance Bond will be required from the awarded vendor and must be provided prior to contract signing.

*Notwithstanding the foregoing, the Authority reserves the right in its sole discretion to consider other evidence of a Proposer's financial ability to perform its obligations under the agreement contemplated herein.*

#### **Schedule 2 – Management Plan**

- A. Organization and Management
  - 1. Corporate and local main points of contact for the type of barriers requested.
  - 2. Location of offices (corporate, branch, and local).
  - 3. All work shall be approved by the Authority's representative prior to the start of work.



- B. Proposer's Business History/Experience
  - 1. Provide a description of your company, including a brief history and length of time Proposer has been in business.
  - 2. Provide at least five (5) customer references including contact information of public and/or private agencies/companies that have procured construction, remodeling and/or renovation services from your company.
  - 3. Information on similar accounts that have been lost/cancelled in the last five (5) years. Provide reason for loss/cancellation, point of contact information including name and phone number.
  - 4. Information on any lawsuits filed against the company in the last five (5) years.
- C. Detailed photos with explanations of your product and its accessories/requirements.
  - 1. Provide the brand/type of the barrier you are submitting pricing on.
- D. Production and Delivery Plan
  - 1. Describe your approach to accomplishing the Clubhouse renovation at Rocky Point Golf Course.
  - 2. Provide an organizational chart for your project management/construction team and their roles and responsibilities.

**Schedule 3 – Price Proposal**

- A. The cost proposal information shall be submitted on the cost proposal sheet enclosed. The Authority reserves the right to request a pricing breakdown.
- B. Any additional costs associated with the work shall be included on a separate sheet with a description and explanation of use.

**Schedule 4 – Disadvantaged Minority/Disadvantaged Woman Business Enterprise (DM/DWBE/S-DV/LGBTQIA2S+)**

- A. Qualified companies may receive up to a maximum of five (5) bonus points for MBE participation. The term “DM/DWBE/S-DV/ LGBTQIA2S+” shall mean a business that is certified as a *bona fide* DM/DWBE/S-DV/LGBTQIA2S+ 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/S-DV/ LGBTQIA2S+ being utilized by the certifying governmental agency. It will be the responsibility of the proposer to furnish all the necessary information and documentation to the COUNTY to receive bonus points. Bonus points will be assigned based on DM/DWBE/S-DV/ LGBTQIA2S+ participation as outlined below:
  - (1) The request for bonus points shall be made on the proposing company’s letterhead and must include the following:
    - (a) The RFP number and project name.
    - (b) The name of the company(s) 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 WMBE/DM/DWBE/SBE/S-DV/ LGBTQIA2S+.
- (2) The following items should be attached to the above letter:
  - (a) A letter of intent from the WMBE/DM/DWBE/SBE/S-DV/ LGBTQIA2S+ 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 WMBE/DM/DWBE/SBE/S-DV/ LGBTQIA2S+ current certification or the current registration.

**Schedule 5 – Additional Forms**

- a. Complete and submit Cost Proposal Form (Ref. Page 30)
- b. Complete and submit Declaration and Proposal Guarantee Form (Ref. Page 31).
- c. Complete and submit Bid Bond form and supporting documents (Ref. Page 32).
- d. Complete and submit the Acknowledgment of Addenda (if applicable form) (Ref. Page 33).
- e. Complete and submit the Acknowledgment of Proposer (Ref. Page 34).
- f. Complete and submit the Acknowledgment of Principal if a Corporation (Ref. Page 35).
- g. Complete and submit the Legal Status of Proposer Form (Ref. Page 36).
- h. Complete and submit the Proposer Reference Forms (Ref. Pages 37-38).
- i. Complete and submit the Public Entity Crimes Statement form (Ref. Page 39-40).
- j. Complete and submit the Sworn Statement under Section 105.08. Tampa Sports Authority Code on Disclosure of Relationships form (Ref. Page 41-42).
- k. Complete and submit the Preferences to Business with Drug-Free Workplace Programs under Section 287.087, Florida Statutes (Ref. Page 43).
- l. Complete and submit E-Verify Affidavit (Ref. Page 44).
- m. Complete, sign and submit a completed copy of the RFP Checklist (Ref. Page 46).

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 and include consecutively numbered pages.

Submittal of Proposal - The Response shall include one proposal in pdf format and shall be emailed to [bids@tampasportsauthority.com](mailto:bids@tampasportsauthority.com) or [djones@tampasportsauthority.com](mailto:djones@tampasportsauthority.com) prior to the due date and time as listed within this Request for Proposal.

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

Forms - Complete and submit the Required Forms.

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

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

23. RFP EVALUATION PROCESS:

It is the Tampa Sports Authority's intention to solicit Responses from potentially qualified Proposers; to evaluate their Responses; to require oral presentations (where necessary or if desired); to negotiate terms, including price; and to award a contract for services upon successful negotiation of a satisfactory agreement. 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, based on the criteria stated herein.

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

To achieve maximum scores, the Proposers must demonstrate to the Tampa Sports Authority's Selection Committee that they are fully capable, staffed, and qualified to provide the items/commodities required by the RFP. Fully qualified Proposers (and/or their project team) will have the qualifications (knowledge, education, training, expertise, and skills), experience (documentation, successful, and relevant) and local presence if necessary to meet the requirements of the RFP. The determination of the Proposer(s) best qualified and experienced to perform the requirements of this RFP will be determined by the Tampa Sports Authority's Selection Committee in its sole opinion. It is the objective of the Tampa Sports Authority to award a contract to the Proposer whose Response is judged, through the evaluation and negotiation process, to be in the best interest of the Tampa Sports Authority.

The Selection Committee will short-list up to four (4) proposers deemed most responsive to the RFP. Oral presentations may be scheduled for the shortlisted proposers and can be held in person or via Teams. The individual each proposer intends to designate as their company representative for this purchase shall be present at the oral presentation to be interviewed by the Selection Committee. Following the oral presentation, the Selection Committee will "final" rank the proposers in order of preference to submit to the Authority's Finance Committee. The Finance Committee will review the Selection Committee's ranking and will make a recommendation to the Authority's Board for approval.

Upon final ranking by the Tampa Sports Authority's Board of the most qualified and capable company, the Tampa Sports Authority will begin negotiation of a contract or issue a Purchase Order to that Company. Should the Tampa Sports Authority be unable to negotiate a satisfactory contract or agreement 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, if applicable and any other negotiable terms and conditions of the contract or agreement.

## **INSURANCE REQUIREMENTS, (If Applicable) (TBD)**

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 Rocky Point Golf Course are additional insureds** but solely in accordance with and subject to the indemnification provisions set forth herein as to the operations of the Licensee under this Agreement and shall also provide the Severability of Interest Provision. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on forms which are to be approved by The Authority and furnished by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the Authority if requested on a timely basis.

Thirty (30) days prior written notice by registered or certified mail shall be given to 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. License 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 out 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 the 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**

**COST PROPOSAL**  
**RFP 23-05 (ROCKY POINT GOLF COUSE CLUBHOUSE RENOVATION)**

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

The undersigned has examined all documents within this proposal for the above titled commodity/service and agrees to furnish all materials and services required under the specifications/requirements of this bid proposal. The Proposer, in submitting this proposal, guarantees the following pricing for forty-five (45) days unless an extension of time agreement is reached between the Proposer and the Authority:

The following information is submitted by the Proposer for the purpose of:

- 1. Arriving at an estimated total proposal price to provide clubhouse renovation services at Rocky Point Golf Course.
- 2. Establishing price factors to be utilized in adjusting the estimated total price resulting from modification.

**AS A PART OF YOUR PROPOSAL, PLEASE ATTACH/SUBMIT  
YOUR PROPOSED FEE/BILLING STRUCTURE.**

NAME OF BIDDER _____	
PROJECT BID	
_____ Dollars	\$ _____
Total Price in words	Price in Figures

*Comments:*

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**DECLARATION AND PROPOSAL GUARANTEE**

1. Name of Proposer: \_\_\_\_\_  
(Typed or Printed: Company, Corporation, Business or Individual)
2. Name of Contact Person: \_\_\_\_\_
3. Our local (to Tampa, Florida) business and mailing address is: \_\_\_\_\_  
\_\_\_\_\_
4. Our primary business address is: \_\_\_\_\_  
\_\_\_\_\_
5. Federal I.D. Number: \_\_\_\_\_
6. Our present business phone number is: ( \_\_\_\_\_ ) \_\_\_\_\_
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 Proposer and company declares:**

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

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

ATTEST:

PROPOSER

\_\_\_\_\_  
Witness

By:

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

(CORPORATE SEAL)

\_\_\_\_\_  
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.*

# Bid Bond

(Attach any additional forms from Surety Company)

.....

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
as Principal, hereinafter called the Principal, and  
\_\_\_\_\_, a corporation duly  
organized under the laws of the State of \_\_\_\_\_ as (Surety), hereinafter called the Surety, are  
held and firmly bound unto \_\_\_\_\_  
as OWNER, hereinafter, called the OWNER, in the sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) for the payment of which sum well and truly to be made, the said Principal and  
the said Surety, bind us, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the OWNER shall accept the bid of the Principal and the Principal shall enter into a Contract with the OWNER in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the OWNER the differences not-to-exceed the penalty hereof between the amount specified in said bid and such larger amount for which the OWNER may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

	(Principal) (SEAL)
(Witness)	(Title)
(Witness)	(Title)
(Surety)	(Title)



**ACKNOWLEDGMENT OF ADDENDA (If applicable)**

I, \_\_\_\_\_, on this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_ hereby

acknowledge receipt of any and all Addenda Notices hereby issued regarding this RFP #23-05 for Rocky Point Golf Course Clubhouse Renovation.

Addenda Numbers Received:

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

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

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

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

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

**(ACKNOWLEDGMENT OF PROPOSER, IF A CORPORATION)**

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

SS

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

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

Signature of Company Representative \_\_\_\_\_

WITNESS my hand and official seal the date aforesaid.

\_\_\_\_\_(Signature of Notary Public)

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

Personally known \_\_\_ or product identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_ **(NOTARY'S SEAL)**

---

**(ACKNOWLEDGMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)**

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

SS

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

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

Signature of Company Representative \_\_\_\_\_

WITNESS my hand and official seal the date aforesaid.

\_\_\_\_\_(Signature of Notary Public)

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

Personally known \_\_\_\_\_ or product identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_ **(NOTARY'S SEAL)**

**ACKNOWLEDGMENT OF PRINCIPAL, IF CORPORATION**

(STATE OF \_\_\_\_\_)

(COUNTY OF \_\_\_\_\_)

(CITY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_ of \_\_\_\_\_  
(Name and Title of Officer) (Name of Principal)

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

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

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

Signature of company representative: \_\_\_\_\_

**NOTARY PUBLIC:**

**NOTARY SEAL:**

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

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

Notary Public, State at large

My Commission Expires: \_\_\_\_\_

**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 REFERENCES**

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

.....

**1. PROJECT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**LOCATION:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER REPRESENTATIVE:**     **Name:** \_\_\_\_\_  
  **Title:**     \_\_\_\_\_

**Email:**    \_\_\_\_\_

.....

**2. PROJECT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**LOCATION:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER REPRESENTATIVE:**     **Name:** \_\_\_\_\_  
  **Title:**     \_\_\_\_\_

**Email:**    \_\_\_\_\_

.....

**3. PROJECT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**LOCATION:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER REPRESENTATIVE:**     **Name:** \_\_\_\_\_  
  **Title:**     \_\_\_\_\_

**Email:**    \_\_\_\_\_

**PROPOSER REFERENCES (Continued)**

.....

**4. PROJECT:** \_\_\_\_\_ DATE: \_\_\_\_\_

LOCATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER REPRESENTATIVE:      Name: \_\_\_\_\_  
   Title: \_\_\_\_\_  
   Email: \_\_\_\_\_

.....

**5. PROJECT:** \_\_\_\_\_ DATE: \_\_\_\_\_

LOCATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER REPRESENTATIVE:      Name: \_\_\_\_\_  
   Title: \_\_\_\_\_  
   Email: \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),**  
**FLORIDA STATUTES - 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 of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which

otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_, who is personally known to me or

who has produced \_\_\_\_\_ as identification.

**NOTARY SEAL**

**NOTARY PUBLIC:**

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

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

Notary Public, State at large

My Commission Expires: \_\_\_\_\_



**SWORN STATEMENT UNDER SECTION 105.08,**  
**TAMPA SPORTS AUTHORITY - 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 rules, 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 rules, 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:**

**NOTARY SEAL:**

SIGN: \_\_\_\_\_  
PRINT: \_\_\_\_\_  
Notary Public, State at large  
My Commission Expires: \_\_\_\_\_

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

1. This statement is submitted with Request for Proposal #23-05, Rocky Point Golf Course Clubhouse Renovation.
  
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. 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.**

BIDDER/PROPOSER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

**E-VERIFY AFFIDAVIT**

Obligation for State-Funded Contracts:

Florida Statutes Sections 288.061 and 448.095 require all State of Florida agencies to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods and services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such contracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Fla. Stat. §§ 288.061 and 448.095(2), Tampa Sports Authority ("TSA") requires all vendors doing business with TSA who are awarded state-funded contracts to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements. To enroll in E-Verify, vendors should visit the E-Verify website at <http://www.e-verify.gov> and follow the instructions to register. The vendor must also retain the I-9 Forms for inspection, per usual.

By affixing your signature below, you hereby affirm that you will comply with the E-Verify system requirements.

Federal Employer Identification Number (FEIN): \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Affiant

\_\_\_\_\_  
Printed Title of Affiant

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address of Firm

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

**Notary Public Information**

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

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_ . He/she is personally known to me \_\_\_\_\_ or has  
produced identification \_\_\_\_\_ .

(Type of Identification Produced)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
(Print or Stamped name of Notary Public)

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

*Affix Notary Seal Here:*

**STATEMENT OF NO BID**

.....  
RFP Number: 23-05  
Title: Rocky Point Golf Course Clubhouse Renovation  
.....

**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 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: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**PROPOSAL CHECKLIST**

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

	<u>Page</u>
<input type="checkbox"/> RFP Cost Proposal Form Procurement Summary and Registration .....	30
<input type="checkbox"/> Declaration of Proposal Guarantee .....	31
<input type="checkbox"/> Bid Bond Form .....	32
<input type="checkbox"/> Acknowledgment of Addenda (if applicable) .....	33
<input type="checkbox"/> Acknowledgment of Proposer (if a Corporation, Partnership or Individual).....	34
<input type="checkbox"/> Acknowledgment of Principal (if a Corporation) .....	35
<input type="checkbox"/> Legal Status of Proposer .....	36
<input type="checkbox"/> Proposer Reference Form(s).....	37
<input type="checkbox"/> Sworn Statement – Public Entity Crimes .....	39
<input type="checkbox"/> Sworn Statement – Disclosure of Relationships.....	41
<input type="checkbox"/> Drug-Free Workplace Acknowledgment .....	43
<input type="checkbox"/> E-Verify Affidavit.....	44
<input type="checkbox"/> Statement of No Bid (Complete this form only if not submitting a proposal) .....	45
<input type="checkbox"/> (RFP) Proposal Checklist .....	46

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

\_\_\_\_\_  
*Date*

**GOVERNMENT PURCHASING COUNCIL LIST**

---

**City of Plant City**

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

**City of Temple Terrace**

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

**Clerk of Circuit Court**

601 E. Kennedy Blvd., - 13<sup>th</sup> Floor  
PO Box 1110  
Tampa, FL 33601  
813-276-8100 Ext. 7721 - Telephone  
813-272-5521 – Fax  
[www.hillsclerk.com](http://www.hillsclerk.com)

**Tampa-Hillsborough County  
Expressway Authority**

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

**Hillsborough Area Regional  
Transit Authority**

Melissa Smiley  
4305 E. 21<sup>st</sup> Street  
Tampa, FL 33605  
813-623-5835 – Telephone  
813-664-1119 – Fax  
[smileym@gohart.org](mailto:smileym@gohart.org)

**Hillsborough County Aviation Authority**

Tampa International Airport  
PO Box 22287  
Tampa, FL 33622-2287  
813-870-8730 – Telephone  
813-875-6670 – Fax  
[www.tampaairport.com](http://www.tampaairport.com)

**Hillsborough County School Board**

PO Box 3408  
Tampa, FL 33601-3408  
813-272-4329 – Telephone  
813-272-4007 – Fax  
[www.sdhc.k12.fl.us](http://www.sdhc.k12.fl.us)

**Hillsborough Community College**

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

**Hillsborough County Board of  
County Commissioners**

Scott Stromer, Director  
601 E. Kennedy Blvd., 26<sup>th</sup> Floor  
Tampa, FL 33601  
813-272-5790 – Telephone  
813-272-6290 – Fax  
[procurementservices@hillsboroughcounty.org](mailto:procurementservices@hillsboroughcounty.org)

**Hillsborough County Sheriff's Office**

Christina R. Porter, CFO  
PO Box 3371  
Tampa, FL 33601  
813-247-8032 – Telephone  
813-242-1825 – Fax  
[CRPorter@hcsa.tampa.fl.us](mailto:CRPorter@hcsa.tampa.fl.us)

**State Attorney's Office**

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

**Tampa Port Authority**

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

**Supervisor of Elections**

601 E. Kennedy Blvd., 16<sup>th</sup> Floor  
Tampa, FL 33602  
813-276-8274 – Telephone  
813-272-7043 – Fax  
[www.votehillsborough.org](http://www.votehillsborough.org)

**City of Tampa Housing Authority**

Jerome Ryans, President/CEO  
1514 Union Street  
Tampa, FL 33607  
813-253-0551 – Telephone  
[irenew@thafl.com](mailto:irenew@thafl.com)

**Tampa Sports Authority**

Deltacia Jones, Procurement Manager  
4201 N. Dale Mabry Hwy.  
Tampa, FL 33607  
813-350-6500 Ext. 6511 – Telephone  
[djones@tampasportsauthority.com](mailto:djones@tampasportsauthority.com)

**Tax Collector**

601 E. Kennedy Blvd., 14<sup>th</sup> Floor  
Tampa, FL 33602  
813-307-6222 – Telephone  
813-307-6521 – Fax  
[www.hillstax.org](http://www.hillstax.org)

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

1002 E. Palm Avenue  
Tampa, FL 33605  
813-229-2884 – Telephone  
813-228-8122 – Fax  
[www.childrensboard.org](http://www.childrensboard.org)

**University of South Florida**

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

**Property Appraiser**

601 E. Kennedy Blvd., 16<sup>th</sup> Floor  
Tampa, FL 33602  
813-272-6100 – Telephone  
813-272-5519 – Fax  
[www.hcpafl.org](http://www.hcpafl.org)

**Tampa Palms Community Dev. Dist.**

16311 Tampa Palms Blvd. W.  
Tampa, FL 33647  
813-977-3933 – Telephone  
813-977-6571 – Fax  
[www.tpoa.net](http://www.tpoa.net)

# **ATTACHMENTS**