



4201 N. DALE MABRY HIGHWAY
TAMPA, FLORIDA 33607

RFP #22-01

ADVANCE AND DAY OF SALE PARKING SERVICES,
RAYMOND JAMES STADIUM

BID DUE DATE:

TUESDAY, DECEMBER 6, 2022 *NOT LATER THAN 10AM*

NOVEMBER 2022

TABLE OF CONTENTS

<u>Description</u>	<u>Page</u>
Procurement Summary and Registration	3
Section 1 - General Information and Conditions	4
Section 2 – Qualifications and Requirements	18
Section 3 – Special Conditions	20
Section 4 – Scope	22
Cost Proposal.....	24
Declaration and Proposal Guarantee	25
Acknowledgment of Proposer If a Corporation or Acknowledgment of Proposer if a Partnership or Individual.....	26
Acknowledgment of Principal if a Corporation	27
Legal Status of Proposer.....	28
Proposer Qualification/Reference Form	29
Sworn Statement under Section 105.08 TSA Code on Disclosure of Relationships	30
Sworn Statement Pursuant to Section 287.133(3)(a), F.S. on Public Entity Crimes	32
Insurance Requirements	34
Acknowledgement of Addenda, If applicable	36
Drug-Free Workplace Statement.....	37
Hillsborough County Governmental Purchasing Council List	38
Tampa Sports Authority Organizational Chart	39
Statement of No Bid	40
RFP Checklist	41
Sample TSA Contract	42

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

Telephone: (813) 350-6500
Email: djones@tampasportsauthority.com
bids@tampasportsauthority.com

PROCUREMENT SUMMARY AND REGISTRATION

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

Document Number: RFP #22-01

Title: Advance and Day of Sale Parking Services, Raymond James Stadium

Description: Platform and devices for advance and day of sale parking services, RJS

Proposal Submittal Deadline: Tuesday, December 6, 2022 *not later than* 10am
Tampa Sports Authority
Raymond James Stadium
4201 N. Dale Mabry Highway
Tampa, FL 33607

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

Special Instructions: To hand deliver bids, enter Entrance B/C off Himes Avenue through security entrance.

PROPOSER REGISTRATION

EMAIL THIS FORM TO djones@tampasportsauthority.com OR bids@tampasportsauthority.com

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

Company Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State/ZIP: _____ Email: _____

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

GENERAL INFORMATION AND CONDITIONS

RFP #: 22-01

TITLE: ADVANCE AND DAY OF SALE PARKING SERVICES, RAYMOND JAMES STADIUM

RESPONSE DUE DATE/
TIME/LOCATION: PROCUREMENT DEPARTMENT, 4201 N. DALE MABRY HWY., TAMPA, FL 33607
NOT LATER THAN 10AM ON TUESDAY, DECEMBER 6, 2022, OR VIA EMAIL TO:
BIDS@TAMPASPORTSAUTHORITY.COM.

SECTION 1 – GENERAL CONDITIONS

1. PURPOSE:

- A. As directed by the Governing Board of the Tampa Sports Authority, the TSA has issued this solicitation to find a highly qualified advance parking sales company to provide advance and day of sale parking services for Tampa Sports Authority at Raymond James Stadium.
- B. Tampa Sports Authority’s objective is to find a qualified company to perform services set forth in the 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.

3. SITE VISITS:

Site visits must be pre-scheduled prior to the RFP due date. Please contact Brandon Flynn, bflynn@tampasportsauthority.com (Phone) 813-350-6503 or Ashley Greenfeld, agreenfeld@tampasportsauthority.com (Phone) (813) 350-6556 to schedule a visit. All visitors regarding this RFP must give the name(s) of the persons attending the site visit to enter the property through 24-hour security.

4. 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, DECEMBER 6, 2022 NOT LATER THAN 10AM. Box/Packaging must be marked “SEALED RESPONSE FOR ADVANCE AND DAY SALE PARKING SERVICES. 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. 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 Monday, March 1, 2021 shall not be considered. **THERE WILL NOT BE A "FORMAL" RESPONSE OPENING FOR THIS PROJECT.**

- B. Electronic proposals **will** be accepted and may be emailed to 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.

5. REQUESTS FOR INTERPRETATION/QUESTIONS - ADDENDUM:

No substantive interpretation of this RFP will be made to any Proposer orally. Every request for such interpretation must be in writing, addressed to the Tampa Sports Authority, Attn: Stephen Reed, Event Coordinator, 4201 N. Dale Mabry Highway, Tampa, Florida 33607. Email requests for interpretation will be accepted for this project. The email to send questions to is djones@tampasportsauthority.com. To be considered, such a request should be received not later than **Wednesday, November 30, 2022 by 10a.m.** Any such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be sent to all vendors that registered for this RFP at least three (3) days prior to the date fixed for the opening of Responses. Failure of any 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.

6. COSTS OF PREPARATION:

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

7. RFP RESULTS:

Preliminary results will be available after the Tampa Sports Authority Evaluation Committee meets to rank the Responses. The ranking will be submitted to the Finance Committee for review and the Finance Committee will make a recommendation to the TSA Board for approval. Results will be mailed or emailed to all registered Responders.

8. TENTATIVE SCHEDULE:

SCHEDULED DATES	DATE
Advertisement Dates – Tampa Bay Times	Wednesdays, November 9 th & 16 th , 2022
Advertisement Dates – Florida Sentinel Bulletin	Friday, November 18, 2022
Advertisement Dates – La Gaceta	Friday, November 18, 2022
Advertisement Dates – Business Observer	Friday, November 18, 2022
RFP Release Date – TSA, SMA, NAACP & DemandStar Sites	Wednesday, November 9, 2022
Last Day for Questions	Wednesday, November 30, 2022 by 10am
Proposal Due Date & Time	Tuesday, December 6, 2022 not later than 10am
Shortlist Meeting (Open to the Public)	Friday, December 9, 2022 at 10am
Interview Date(s) (Closed to the Public)	Tentatively Friday, December 16 th (Times TBD)

Final Ranking Meeting (Open to the Public)	Friday, December 16 th at 2pm
Finance Committee Meeting	Tuesday, December 20, 2022 at 10:30am
Board Meeting	Tuesday, January 3, 2023 at 4pm

9. REJECTION OF RESPONSES:

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

10. 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.

11. APPLICABLE FLORIDA STATUTES:

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

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

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

12. AVAILABILITY OF PERSONNEL:

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

13. 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.

14. CONTRACT EFFECTIVE DATE TERMS: (Dates subject to change)

The term of this contract shall be for a three (3) year period beginning January 9, 2023 through January 8, 2026 with the option of one (1), two (2) year renewal period beginning on January 9, 2026 through January 8, 2028.

15. INSURANCE REQUIREMENTS:

Before starting and until acceptance of the work by the Tampa Sports Authority, the Proposer shall procure and maintain insurance of the types and the limits specified within this proposal.

16. ASSIGNMENT OF CONTRACT:

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

17. 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 required thereunder and is not separable.

The Proposer's full and complete payment for such services is the price for Advance and Day of Sale Parking Services, RJS for the Tampa Sports Authority.

18. 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 elsewhere if deemed in the best interest of the Tampa Sports Authority.

19. 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.

20. 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.

21. 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.

22. RESPONSE FORMAT AND CONTENT:

Parties who choose to not respond to the RFP should complete the Statement of No Bid and return via email to djones@tampasportsauthority.com or to bids@tampasportsauthority.com.

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

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

- A. States the RFP Document number and complete RFP Title.
- B. Contains the Proposer's Name, mailing address and location address, telephone number, facsimile number, and the name of the Proposer's contact person and, if different from that of the Proposer, the contact person's mailing and location address, telephone, and facsimile number.
- C. Contains a paragraph stating the Proposer's interest in being considered for the project and identifying 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 advance and day of sale parking services to a major complex or public assembly facility of similar size and scope as Raymond James Stadium.
- B. Each Proposer must provide a Current set of Audited Financials– Marked "CONFIDENTIAL"

Each Proposer must provide one of the following to establish its financial ability to provide the services set forth herein.

1. An audited balance sheet evidencing an Owners/Shareholder's Equity of a recent date of not less than \$500,000, cash or cash equivalents of no less than \$100,000, and a Current Ratio (Total Current Assets divided by Total Current Liabilities) of no less than 1.0; or
2. An unconditional guaranty of Proposer's performance under the Agreement contemplated herein issued by an affiliate of the Proposer, together with a balance sheet meeting the requirements of 1 above.
3. A commitment to provide and maintain a performance bond issued by a surety reasonably acceptable to the Authority in an amount equal to one hundred percent (100%) of the contract sum guaranteeing the Proposer's performance under the agreement contemplated herein throughout the term of the engagement.

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 organizational Chart showing responsibilities of the positions listed
2. Location of offices (corporate, branch, and local (servicing stadium)).

B. Proposer's Business History/Experience

1. Provide description of your company, including brief history and length of time Proposer has been in advance and day of sale parking service business.
2. Comparable contracts currently performing or have been performed. Provide at least five (5) customer references, including contract duration and customer(s) point of contact
3. Information on similar accounts lost in the last 5 years. Provide reason for loss, 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. Technology to be Used

1. Provide a sample of the technology that will be used
2. Provide an example of how the software integrates with Ticket Master.

D. Transition Plan

1. Describe your approach for accomplishing the orderly assumption of Advance and Day of Sale Parking Service at Raymond James Stadium. Describe in detail how you will interface with Authority Management and the current service provider during the transition.
2. Provide an organizational chart for your Transition Team and their roles and responsibilities.

Schedule 3 – Price Proposal

- A. The cost proposal information shall be submitted on the cost proposal sheet on pages 25-26.

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

Disadvantaged Minority / Disadvantaged Women Business Enterprise (DM/DWBE/S-DV/LGBTQ): Qualified companies may receive up to a maximum of five (5) bonus points for MBE participation. The term “DM/DWBE/S-DV/LGBTQ” shall mean a business that is certified as a *bona fide* DM/DWBE/S-DV/LGBTQ 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/LGBTQ 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/LGBTQ 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/LGBTQ.

- (2) The following items should be attached to the above letter:
 - (a) A letter of intent from the WMBE/DM/DWBE/SBE/S-DV/LGBTQ 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/LGBTQ current certification or the current registration.

Schedule 5 – Additional Forms

- a. Complete, sign and submit a completed copy of the RFP Checklist (Ref. Page 41).
- b. Complete and submit Declaration and Proposal Guarantee Form (Ref. Page 25).
- c. Complete and submit the Acknowledgment of Proposer, if a Corporation or Acknowledgement of Proposer, if a Partnership or Individual Form (if applicable (Ref. Page 26)).
- d. Complete and submit the Acknowledgment of Principal if a Corporation Form (if applicable) (Ref. Page 27).
- e. Complete and submit the Legal Status of Proposer Form (Ref. Page 28).
- f. Complete and submit the Proposal Qualification/Reference Form (Ref. Page 29).
- g. Complete and submit the Sworn Statement under Section 105.08. Tampa Sports Authority Code on Disclosure of Relationships form (Ref. Page 30-31).
- h. Complete and submit the Public Entity Crimes Statement form (Ref. Page 32-33).
- i. Submit your Certificate of Insurance (Ref. Pages 34-35).

- j. Complete and submit the Acknowledgment of Addenda (if applicable form (Ref. Page 36).
- k. Complete and submit the Preferences to Businesses with Drug-Free Workplace Programs under Section 287.087, Florida Statutes (Ref. Page 37).

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.

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

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

Forms - Complete and submit the Required Forms.

Responses - 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 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 contract. At the option of the Tampa Sports Authority, negotiations may include discussion of fees and other charges, insurance requirements, and any other negotiable terms and conditions.

The Tampa Sports Authority will evaluate all Responses received by the submittal date as set forth in this RFP, or as amended by addendum, 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 Evaluation Committee reserves the right to waive any informalities or irregularities in any Response and to reject any and/or all Responses, at its sole discretion.

To achieve maximum scores, the Proposers must demonstrate to the Tampa Sports Authority's Evaluation Committee that they are fully capable, staffed, and qualified to provide the services required by the RFP. Fully qualified Proposers (and/or their project team assigned to this project) will have the qualifications (knowledge, education, training, expertise, and skills), experience (documentation, successful, and relevant) and local presence necessary to meet the requirements of the RFP. The determination of the Proposers best qualified and experienced to perform this RFP will be determined by the Tampa Sports Authority's Evaluation Committee in its sole opinion.

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

The evaluation committee will short-list up to four (4) proposers deemed most responsive to the RFP. Oral presentations will be scheduled for the shortlisted proposers. The individual each proposer intends to designate as their Site Supervisor at Raymond James Stadium shall be present at the oral presentation to be interviewed by the selection committee. Following the oral presentation, the evaluation committee will rank up to five (5) proposers in order of preference to submit to the Authority's Finance Committee. The Finance Committee will review the evaluation 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 with that Company. Should the Tampa Sports Authority be unable to negotiate a satisfactory contract with the top-ranked company, negotiations shall be formally terminated with that company and the Tampa Sports Authority shall commence negotiations with the next highest-ranked company until a company is selected. Negotiations will include discussion of fees and other charges, insurance requirements (see below) and any other negotiable terms and conditions of the contract.

24. DISQUALIFICATION:

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

25. USE OF STATE CONTRACTS OR GOVERNMENTAL PURCHASING COUNCIL:

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

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

Any Hillsborough County public entity may elect to utilize this selected 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.

26. PROTEST PROCEDURE:

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

27. 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 30 days prior to termination. The Proposer shall be paid for services rendered to the TSA's satisfaction through the date of termination.

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

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

28. DEFAULT OF CONTRACT:

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

29. ADDENDA:

If, with respect to this Request for Proposal, any addenda issued it will be emailed to the pre-bid conference attendees, posted on the Authority's website <https://www.tampasportsauthority.com/procurement-services> and on <https://network.demandstar.com>. It shall be the responsibility of each proposer to ensure that they obtain all addenda to include with their proposal submittal.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. EEOC/WMBE/DM/DWBE/SBE/S-DV/LGBTQ:

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/LGBTQ businesses will be afforded full opportunity to submit bids in response to this Bid and will not be discriminated against on the grounds of race, color, creed, sex, or natural origin in consideration for an award.

36. LICENSES AND PERMITS:

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.

37. BID SECURITY:

Each Proposer must provide the most current set of qualifying Audited Financials—Marked "CONFIDENTIAL".

Each Proposer must provide one of the following to establish its financial ability to provide the services set forth herein.

- A. An audited balance sheet evidencing an Owners/Shareholder's Equity of a recent date of not less than \$750,000, cash or cash equivalents of no less than \$250,000, and a Current Ratio (Total Current Assets divided by Total Current Liabilities) of no less than 1.0; or
- B. An unconditional guaranty of Proposer's performance under the Agreement contemplated herein issued by an affiliate of the Proposer, together with a balance sheet meeting the requirements of (A) above.
- C. Details of a secured unconditional third-party financial guarantee securing the funds due to the Authority under this engagement. Such third-party entity will provide evidence of a balance sheet meeting the requirements of (A) above.

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 engagement contemplated herein. The Authority also reserves the right to request additional financial security through the selection process.

38. AUTHORIZED/LICENSED TO CONDUCT BUSINESS IN THE STATE OF FLORIDA:

Foreign corporations and foreign limited partnerships must be authorized to do business in the State of Florida and must contact the Florida Secretary of State to obtain authorization by the proposal due date.

**Florida Secretary of State
Tallahassee, FL 32399-0797
850- 487-6091**

If the business being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:

**Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
850- 487-9501**

39. DAMAGE:

In the event any materials, equipment, or other property of the Authority shall be lost, damaged, or destroyed by personnel furnished by the Proposer, Proposer shall, at its own expense, promptly repair or replace it to the complete satisfaction of the Authority. Damages must be repaired/corrected within 30 calendar days from the date damage was done to the Authority's property.

40. 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 #22-01 – 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.

41. 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.

42. 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.

43. 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

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.

44. 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.

45. WAGE ADJUSTMENT:

Rate changes for this contract will be determined by the annually published Florida Minimum Wage rate calculation effective January 1st of each year by the Florida Department of Economic Opportunity. The annual Florida Minimum Wage rate calculation is based on the percentage increase in the federal Consumer Price Index for Urban Wage Earners and Clerical Workers in the South Region for the 12-month period prior to September 1 each calendar year. The resulting percentage change will be applied annually on January 1st of each calendar year the contract remains in force.

46. 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.

47. ADVERTISING:

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

48. 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.

49. 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

The Evaluation 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.

50. QUESTIONS:

The final day for asking questions regarding this RFP is **Wednesday, November 30, 2022**, not later than 10:00am. All questions must be submitted, in writing, via email to djones@tampasportsauthority.com.

SECTION 2 - QUALIFICATIONS AND REQUIREMENTS:

51. QUALIFICATION OF PROPOSERS:

The Authority will determine whether the Proposer is qualified to perform the services being contracted based upon their Proposal demonstrating satisfactory experience and capability in the work area. The Proposer shall identify necessary experienced personnel and facilities to support the activities associated with this Proposal.

52. QUALIFICATIONS OF KEY PERSONNEL:

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated 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 is deemed appropriate, a copy of the registration or certificate should be included in the proposal package.

53. REVIEW OF FACILITIES AND QUALIFICATIONS:

After the proposal due date and prior to contract execution, 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 overall management facilities. 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 or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Authority has the right to reject the proposal.

54. EMPLOYMENT REQUIREMENTS:

If any employees of the Contractor 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.

55. EVALUATION CRITERIA:

The Evaluation committee will review and evaluate all responses based on the information provided and other evaluation criteria set forth in this RFP. The 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 Evaluation 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, experience, and the experience of key personnel responsible for advance and day of sale parking	35
B. Responses to client references (reputation, professionalism) and local availability (presence, allocation of resources to this contract)	20
C. Proposed Cost to Authority	25
D. The Respondent’s understanding of and approach to the work to be performed for the Tampa Sports Authority	10
E. Overall responsiveness to RFP	10
SUB TOTAL POINTS: 100	

F. Disadvantaged Minority / Disadvantaged Women Business Enterprise Participation:

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

MAXIMUM BONUS POINTS.....5

TOTAL POINTS.....105

For the final ranking the Evaluation 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).

SECTION 3 - SPECIAL CONDITIONS:

56. 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.

57. 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.

58. PERFORMANCE:

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

59. SAFETY STANDARDS:

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

60. UNAUTHORIZED PERSONNEL:

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

61. USE OF AUTHORITY PROPERTY, FACILITIES AND EQUIPMENT:

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

62. LOCKS, KEYS & GARAGE DOOR OPENERS:

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

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

The Proposer shall be responsible for any series of keys assigned to them and shall assign any keys to its personnel for use, if necessary. The Proposer shall be responsible for the proper use and safekeeping of any keys issued by the Authority to the Proposer.

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

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

The Proposer shall report all lost, stolen, or damaged garage door openers to the Authority representative within 24 hours. The Proposer shall reimburse the Authority for the cost of additional garage door openers after being issued the initial two (2) remotes/openers.

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

63. 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 independent contractors and principals of their own accounts.

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

64. BLANKET PURCHASE AGREEMENT:

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

65. PROPOSER'S RESPONSIBILITY:

Before submitting proposals, Proposers shall carefully examine the site of the proposed work and the various means of approach and access; make all necessary investigations to inform themselves as to all difficulties involved in the completion of all work under this Agreement in accordance with its requirements.

It will be assumed that the Proposer has made necessary review and investigation to determine conditions that may be encountered in performing the services as required by these specifications and be considered

as evidence of compliance with the above. 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.

66. CONTRACT:

The successful Proposer will be expected to sign a written contract (approved by the Authority's attorneys) for the performance of these services. The contract will be based on the following special conditions/requirements as well as this entire RFP's requirements and conditions.

(Note: Additional requirements may be determined)

- A. Tampa Sports Authority's Rights of Review and Approval over the following:
- C. Proposer shall provide reports as requested by the Security and Parking Manager or designee.
- D. Proposer must demonstrate the integration with Ticketmaster for advance parking sales.
- E. Proposer will provide access to an electronic dashboard so the authority can manage parking passes.
- F. A walkthrough of the site must be pre-scheduled by contacting TSA staff (Meg Gloyne or Brandon Flynn) prior to the proposal due date.
- G. Proposer agrees that there shall be no discrimination against any person with respect to opportunity for employment based on national origin, age, sex, race, religion, or disability and agrees to comply with all applicable state and federal laws relating to employment practices.
- H. The agreement may be terminated for cause at any time by the Authority by giving written notice prior to the desired termination date with such notice directed to the main office of the Proposer.
- I. Contract will include an appropriate cross-indemnity provision.

67. Additional items to be provided by Proposer.

- A. Electronic Devices (System provided by Proposer) & Equipment
 - 1. Approved equipment (40 handhelds) must be supplied with the ability to take day of credit card sales, scan advance parking passes, and take tap and go/mobile payment. These devices should be rated to work outside in the Heat and rain.
 - 2. Proposer will provide printers that can print receipts for day of parking sales.
 - 3. Proposer will provide access to a dedicated web portal that integrates with Ticket master so the authority can manage sales and parking passes for events.

SECTION 4 – SCOPE

68. SCOPE OF SERVICES:

Selected Proposer will provide an electronic web-based platform that integrates with Ticketmaster for the authority to sell advance parking, day of parking, and track sales by device and lot. The proposer shall provide access to reports, web portal and devices 24/7 365 days a year.

Proposers web-based platform should comply with DHS cyber security best practices. The proposer shall maintain PCI compliance for all aspects of the operation. Employees and service providers will adhere to the Authority's practices and policies including grooming standards, drug abuse, smoking, eating, using offensive language, fighting, etc. Proposer shall cause all its employees and service providers to behave in a friendly, respectable, and courteous manner towards all guests, patrons, Authority staff and management.

Thorough knowledge of the stadium and stadium policies will be the responsibility of the Proposer and all staff employed by the Proposer. Proposers' employees will abide by the Authority's Policies and Procedures and all other procedures as determined by the Authority.

69. COST PROPOSAL:

In compliance with the Request for Proposal, the proposer hereby proposes and agrees to perform the services called for in the Agreement at the prices specified herein. The Services shall be performed 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 profit and overhead and any other expenses including, but not limited to, administrative charges. All administrative overhead should be carried in the rate schedules.

**COST PROPOSAL FOR RFP 22-01
ADVANCE & DAY OF SALE PARKING SERVICE, RJS**

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. Unsigned proposals will be considered incomplete and subject to rejection.

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

The undersigned has examined all documents within this proposal for the above titled 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 bidder for the purpose of:

1. Arriving at an estimated total proposal price.
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.**

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

_____ By: _____ (CORPORATE SEAL)
Witness (Authorized Signature)

_____ By: _____
Witness (Printed Name of Signer)

_____ (Title of Signer)
Date Signed

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

ACKNOWLEDGMENT OF PROPOSER, IF A CORPORATION

STATE OF _____)
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 _____)
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 company of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said company, 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 SEAL)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

(STATE OF FLORIDA)

(COUNTY OF _____)

(CITY OF _____)

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

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

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

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

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

Signature of Company Representative

NOTARY PUBLIC:

Sign: _____

Print/Type: _____

NOTARY SEAL

LEGAL STATUS OF PROPOSER

This Proposal is submitted in the name of:

(Print) _____

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

Street _____

City _____ State _____ Zip Code _____

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

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

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

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

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

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

Signed and Sealed this _____ day of _____, 20__

By: _____

Printed Name: _____

Title: _____

PROPOSAL QUALIFICATION/REFERENCE FORM

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

COMPANY/CONTRACT NAME: _____ **PROJECT DATE:** _____

1. PROJECT: _____
ADDRESS: _____

CONTACT: _____
PERSON: _____ **TITLE:** _____
PHONE: _____
EMAIL: _____

COMPANY/CONTRACT NAME: _____ **PROJECT DATE:** _____

1. PROJECT: _____
ADDRESS: _____

CONTACT: _____
PERSON: _____ **TITLE:** _____
PHONE: _____
EMAIL: _____

COMPANY/CONTRACT NAME: _____ **PROJECT DATE:** _____

1. PROJECT: _____
ADDRESS: _____

CONTACT: _____
PERSON: _____ **TITLE:** _____
PHONE: _____
EMAIL: _____

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

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

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

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is: _____

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

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

and my relationship to the entity named above is _____

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

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

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

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

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

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any

relationships as defined in section 105.08, Tampa Sports Authority Code, with any TSA Commissioner or TSA employee.

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

Name of Affiliate or entity	Name of TSA Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC

SIGN: _____

PRINT: _____

Notary Public, State at large
My Commission Expires:

(Notary Seal)

**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 into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

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

(Signature)

Sworn to a subscribed before me this _____ day of _____, 20_____

Personally known _____ OR produced identification _____

Type of Identification and Number _____

Notary Public - State of _____ County of _____

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

(Notary Seal)

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bodily Injury, Personal Injury, & Property Damage Liability:

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

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

Bodily Injury, Personal Injury & Property Damage Liability:

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

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

Bodily Injury & Property Damage Liability:

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

ACKNOWLEDGMENT OF ADDENDA (If applicable)

I, _____, on this _____, day of _____, 20____ hereby
acknowledge receipt of all Addenda Notices hereby issued regarding this **RFP #22-01** for
Advance and Day of Sale Parking Services, Raymond James Stadium.

Addenda Numbers Received:

AUTHORIZED SIGNATURE: _____

SIGNATORY'S NAME: _____

SIGNATORY'S TITLE: _____

COMPANY/PROPOSER: _____

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

This statement is submitted with **Request for Proposal #22-01 Advance and Day of Sale Parking Services, RJS.**

1. 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.

PROPOSER'S SIGNATURE: _____ DATE: _____

HILLSBOROUGH COUNTY GOVERNMENTAL PURCHASING COUNCIL

City of Tampa

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

City of Plant City

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

City of Temple Terrace

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

Clerk of the Circuit Court

601 E. Kennedy Blvd. - 13th Floor
P.O. Box 1110
Tampa, FL 33601
Joy Caruso, Buyer (Alternate)
Phone: (813) 276-8100 Ext. 7721
Fax: (813) 272-5521

Expressway Authority

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

Hills. Area Regional Transit Authority

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

Aviation Authority

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

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

Hillsborough County School Board

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

Hillsborough Community College

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

Tampa Port Authority Purchasing Dept.

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

Hillsborough County Sheriff's Dept.

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

State Attorney's Office

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

Property Appraiser

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

Supervisor of Elections

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

City of Tampa Housing Authority

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

Tampa Palms Community Dev. District

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

Tampa Port Authority

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

Tampa Sports Authority

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

Tax Collector

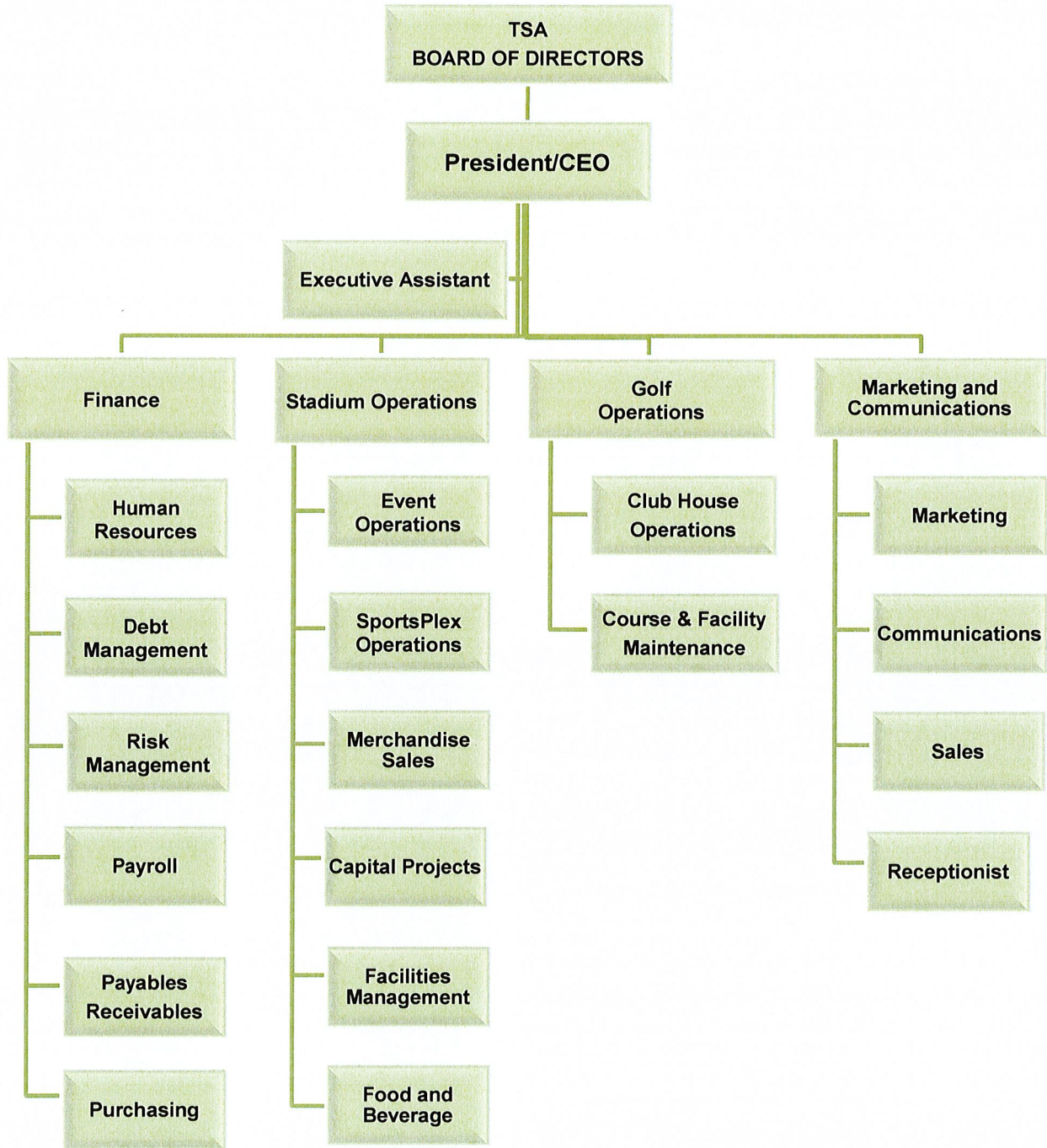
601 E. Kennedy Blvd., 14th Floor
Tampa, FL 33602
Dawn Antinori, Senior Manager
Phone: (813) 307-6222
Fax: (813) 307-6521
antinori@hctc.co.hillsborough.fl.us

The Children's Board of Hills. County

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

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

Tampa Sports Authority Organizational Chart



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

RFP Number: 22-01
Title: Advance and Day of Sale Parking Services, Raymond James Stadium

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 Email this form to: ajones@tamposportsauthority.com.

- 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 Proposers for the Tampa Sports Authority.

SIGNATURE: _____ DATE: _____

NAME (PRINTED): _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER: _____ EMAIL: _____

RFP CHECKLIST

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

- Proposer Registration – Page 3
- Cost Proposal – Pages 24 (Insert)
- Declaration and Proposal Guarantee – Page 25
- Acknowledgment of Proposer, If a Corporation, Partnership or Individual – Page 26
- Acknowledgment of Principal If a Corporation (if applicable) – Page 27
- Legal Status of Proposer – Page 28
- Proposer Qualification/Reference Form – Page 29
- Sworn Statement under Section 105.08, Tampa Sports Authority Code on Disclosure of Relationships – Pages 30-31
- Sworn Statement Pursuant to Section 287.133(3)(a), F.S. on Entity Crimes – Pages 32-33
- Certificate of Insurance Requirements – Review Pages 34-35
- Acknowledgment of Addenda, (if applicable) – Page 36
- Preferences to Business with Drug-Free Workplace Programs Under Section 287.087, Florida Statutes Page 37
- Statement of No Bid (Complete this form only if not submitting a bid) – Page 40
- Proposal Checklist – Page 41
- Review Sample Contract – Page 42

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

Date

SAMPLE SERVICE AGREEMENT

Between
Tampa Sports Authority
(Hereinafter referred to as "Authority")
Tampa Sports Authority
4201 N. Dale Mabry Hwy.
Tampa, FL 33607

And

COMPANY
(Hereinafter referred to as "Consultant")
ADDRESS

This Services/Consulting Agreement ("Agreement") shall be in effect as of September 8, 2022 ("Effective Date") and is for the performance of services relating to providing and servicing portable toilets for events held at Raymond James Stadium.

RECITALS

WHEREAS Authority operates and manages Raymond James Stadium and related facilities in Tampa, Florida; and

WHEREAS Authority desires to retain Consultant to render services to the Authority as specified below.

NOW, THEREFORE, for good and valuable consideration, the adequacy of which both parties acknowledge, Consultant and Authority agree as follows:

ARTICLE I. RELATIONSHIP. The parties intend that an independent contractor relationship will be created by this Agreement. Authority is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Consultant, who is an independent contractor. Consultant **is not** to be considered an agent or employee of the Authority for any purpose and is not entitled to any of the benefits that Authority provides for its employees. It is

understood that Consultant is free to perform similar services for other parties while under contract with the Authority so long as the requirements of this Agreement are satisfied.

ARTICLE II. SCOPE OF SERVICES.

1. **Services to be performed:** Provide, deliver and service portable toilets for use at Raymond James Stadium for events.
2. **Controlling documents:** The terms of this Agreement and any Addenda hereto govern, in addition to any documents listed below:
 - a. Specifications for TSA RFP/Bid # titled
 - b. Bid proposal and all accompanying documents submitted by
3. In the event of a conflict or inconsistency between this Agreement and the documents listed under Article II 2.a. and b., the terms and provisions of this Agreement shall prevail.
4. Time is of the essence in the performance of this Agreement.

ARTICLE III. FEES/TERM.

A. Fees: For such services, the Authority agrees to pay to Consultant a fee of:

Consultant shall be responsible for all licenses, permits, costs and expenses he/she incurs in the performance of services under this Agreement, including all taxes and assessments resulting therefrom.

B. Term: Unless terminated earlier under other provisions hereof, the term of this Agreement shall extend from the Effective Date until the 30th of September, 2025 or until both parties agree the work is completed and that the Agreement may be terminated. Upon the conclusion of the initial Term, Authority may, at its option, renew or extend this Agreement for one (1) additional term(s) of two (2) years. Otherwise, this Agreement may only be extended beyond the initial Term upon the written agreement of both parties.

ARTICLE IV. TERMINATION. This Agreement can be terminated immediately by Authority if at any time the Consultant does not perform the obligations of this Agreement to the satisfaction of the Authority, as determined in the sole discretion of the Authority

ARTICLE V. INDEMNITY AND INSURANCE.

1. Indemnification

(a). Consultant shall defend at his or her expense, pay on behalf of, hold harmless, and indemnify the Authority, its officers, employees, agents, elected and appointed officials, volunteers, RJS Stadium – A Commercial Condominium, Hillsborough County, and the City of Tampa (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages or any other claim related to Covid-19 or other infectious diseases whether or not a lawsuit is filed, including, but not limited to, costs, expenses and attorneys’ and experts’ fees at trial and on appeal (collectively, “Claims”) for damage to real or personal property or bodily or personal injuries, including death at any time resulting there from, sustained by any persons or entities, to the extent caused by or alleged to have been caused by, in whole or in part, directly or indirectly:

- i. The failure of Consultant to comply and conform with applicable laws; or
- ii. Any negligent act or omission of the Consultant, or
- iii. Any reckless or intentional wrongful act or omission of the Consultant

(b). The provisions of this section are independent of, and will not be limited by, any insurance required to be obtained by Consultant pursuant to this Agreement or otherwise obtained by Consultant and shall survive the expiration or earlier termination of this agreement. Nothing herein waives the provisions and/or limitations of Section 768.25 Florida Statutes.

2. Insurance: Consultant shall maintain insurance policies as required by the contract documents listed in the attached INSURANCE REQUIREMENTS as **EXHIBIT B**.

ARTICLE VI. EQUAL EMPLOYMENT/GOVERNING LAW. Authority states that it is an equal employment opportunity employer and that it does not discriminate against any person on the basis of race, color, religion, sex, national origin, or any other classification protected by state or federal law or the ordinance of the City of Tampa.

This Agreement is to be construed in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state courts shall be in Hillsborough County, Tampa Division. Venue for any action brought in Federal Court shall be in the Middle District of Florida, Tampa Division.

ARTICLE VII. WAIVER. No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release or modification is to be affected only through a written modification to this agreement.

ARTICLE VIII. ENTIRE AGREEMENT AND MODIFICATIONS. This Agreement constitutes the complete agreement of the parties, supersedes all prior agreements pertaining to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise between the parties not embodied in this instrument shall have any force or effect. No amendment or modification to this Agreement shall be valid unless in writing and signed by the Authority and the Consultant.

ARTICLE IX. LICENSES & PERMITS. It is the responsibility of the Consultant to have a current and valid Occupational License and all other licenses and governmental permits required or necessary to perform the Services hereunder and to provide a copy of same to the Authority.

ARTICLE X. NOTICES, DOCUMENT OWNERSHIP, RECORDS AND RETENTION.

1. **Notices:** All notices must be in writing and delivered in person, by certified mail, or by email to the address listed on the front page of this Agreement. Notices shall be deemed delivered upon expiration of five (5) days following the date mailed by certified mail or upon confirmation of delivery by email.
2. **Document ownership:** Any presentations, reports or work papers produced under this Agreement shall be the sole property of Authority and may not be reproduced, used, or copied without the expressed permission of Authority, which permission may be granted or withheld in its sole discretion.
3. **Records and Retention:** The original files and work materials relating to all services performed under this Agreement shall be maintained in a file onsite as designated by the Authority.

ARTICLE XI. SEVERABILITY. Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

ARTICLE XII. DISPUTES/ATTORNEYS 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 litigating 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.

ARTICLE XIII. WAIVER OF JURY TRIAL. BOTH PARTIES HERETO DO HEREBY KNOWINGLY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY AS TO ANY DISPUTE RELATING TO THIS AGREEMENT.

ARTICLE XIV. CONTRACT NOT ASSIGNABLE. This Agreement may not be assigned by Consultant without the express written consent of the Authority, granted or withheld in its sole discretion. Further, this Agreement may only be performed by those principals of Consultant who have represented to the Authority that they will perform the essential functions of this Agreement, and no others except as may be approved by the Authority in writing.

ARTICLE XV. CONSULTANT'S DUTY UNDER PUBLIC RECORDS LAW. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@TAMPASPORTSAUTHORITY.COM, (813) 350-6515, or 4201 N. DALE MABRY HWY, TAMPA, FLORIDA 33607.

If Chapter 119.0701, Florida Statutes applies to Consultant, then Consultant shall comply with applicable public records laws and shall:

1. Keep and maintain public records required by the Authority to perform the service required under this Agreement.
2. Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the consultant does not transfer the records to the Authority.
4. Upon completion of the Agreement, transfer, at no cost, to the Authority all public records in possession of the Consultant or keep and maintain public records required

by the Authority to perform the service. If the Consultant transfers all public records to the Authority upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.

5. A request to inspect or copy public records relating to this contract must be made directly to the Authority. If the Authority does not possess the requested records, it shall immediately notify Consultant of the request, and Consultant must provide the records to the Authority or allow the records to be inspected or copied within a reasonable time.

6. If Consultant does not comply with the Authority's request for records, the Authority shall enforce these contract provisions in accordance with the Agreement.

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

ARTICLE XVI. E-VERIFY COMPLIANCE. All terms defined in Fla. Stat. § 448.095 are adopted and incorporated into this agreement. Pursuant to Fla. Stat. §§ 288.061(6) and 448.095(2), Contractor shall enroll in and verify the work eligibility status of all of 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 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 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.

ARTICLE XVII. COUNTERPARTS. This Agreement may be executed in counterparts which when taken together shall be treated as one agreement and may be executed in electronic format, either using an electronic signature service (such as SignNow) or digital signature (e.g. pdf) transmitted via email.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Tampa, Florida on the dates indicated

TAMPA SPORTS AUTHORITY

ERIC HART
President/CEO

DATE: _____

MICKEY FARRELL
Sr. Vice President of Stadium Operations

DATE: _____

Approved as to form and legal sufficiency:

JULIA MANDELL
General Counsel, Tampa Sports Authority

DATE _____

COMPANY NAME

(legally authorized officer, Director or Agent)

(Print)

TITLE: _____

DATE: _____

PAGE INTENTIONALLY LEFT BLANK

EXHIBIT A TO SERVICES/CONSULTING SERVICES AGREEMENT

TAMPA SPORTS AUTHORITY E-VERIFY AFFIDAVIT

OBLIGATIONS 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 on this contract below, you hereby affirm that you will comply with the E-Verify system requirements.

EXHIBIT B TO SERVICES/CONSULTING AGREEMENT

TAMPA SPORTS AUTHORITY INSURANCE REQUIREMENTS

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

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

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

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

TAMPA SPORTS AUTHORITY INSURANCE REQUIREMENTS (cont.)

**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 Consultant not, in the opinion of the Authority, provide or maintain the insurance coverage required in this Agreement, the Authority may terminate or suspend this Agreement.

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

[INSURANCE COVERAGE REQUIREMENTS TO FOLLOW ON NEXT PAGE]

TAMPA SPORTS AUTHORITY INSURANCE REQUIREMENTS (cont.)

4. **Workers' Compensation and Employers' Liability** shall be maintained in force during the term of this Agreement for all employees of Consultant 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 Consultant 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 Consultant 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.

5. **Commercial General Liability Insurance** shall be maintained by the Consultant. 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 Consultant'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

6. **Automobile Liability Insurance** shall be maintained by the Consultant 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

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

Professional Liability:

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

5. **Pollution Liability Insurance**, if applicable, shall be maintained by the Consultant indemnifying the Authority against liability arising out of acts and omissions that are a pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Consultant as described in the Consultant's Agreement or Scope of Services. Policy shall cover the Consultant's completed operations. Limits shall not be less than:

**\$1,000,000 Combined Single Limit Each Occurrence and
\$2,000,000 Aggregate for Liability under this Specific Agreement.
The Aggregate Limits shall be separately applicable to this specific Event.**

6. **Builders Risk Insurance** is acceptable to the Authority shall be purchased and maintained by the Consultant for the replacement cost value of the project with any sub limits or deductibles subject to the written approval of the Authority and shall include all Authority Direct Materials Purchases. Coverage shall be on an "All Risk" type form, including Flood & Earthquake perils, acceptable to the Authority providing for permission from the insurance company for occupancy prior to completion and acceptance of the project. The policy shall be noncancelable unless 90 days advanced notice is received by the Authority by certified or registered mail with the policy endorsed accordingly. Transportation Coverage acceptable to the Authority shall be included as to coverages, deductibles, and amount. The policy shall be written for the estimated time for construction and shall contain an endorsement providing for extension of the policy up to one year if construction is not completed on time for any reason for the same coverage and pro-rata additional premium cost. The additional premium cost for extension of the policy which is caused by the Consultant, its subcontractors or their subcontractors shall be paid by the Consultant. The policy must be endorsed to provide that any loss payment by the insurance company will be made to the Authority only for the benefit of all concerned insureds, whose interests are involved at the time of the loss. The original Builders Risk Policy and five certified, true and exact copies shall be furnished to the Authority prior to any work being started under this engagement. The Builders Risk insurance company/companies shall endorse the policy waiving its rights of subrogation against the Authority, Consultant, Consultant's subcontractors and their subcontractors and subordinate subcontractors.

{SAMPLE COI TO FOLLOW ON NEXT PAGE}

