



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

**RFQ #18-01**

**REQUEST FOR QUALIFICATIONS  
FOR  
INSURANCE AGENT SERVICES**

**RFQ DUE DATE: TUESDAY, November 27, 2017 BY 2:00 P.M.**

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

**November 2018**

**TAMPA SPORTS AUTHORITY  
INSURANCE AGENT SERVICES  
RFQ #18-01**

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

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

## PROCUREMENT SUMMARY AND REGISTRATION

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

Document Number: RFQ #18-01  
Title: Insurance Agent Services  
Description: Provide Insurance Agent services to the Tampa Sports Authority  
Proposal Submittal Deadline: Tuesday, November 27, 2018 by 2:00 p.m.  
Tampa Sports Authority  
Raymond James Stadium  
4201 N. Dale Mabry Highway  
Tampa, FL 33607

Pre-Bid/Proposal Conference: None

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

Special Instructions: None

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

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

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

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

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

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

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

**GENERAL INFORMATION AND CONDITIONS**

**RFQ #:** 18-01

**TITLE:** INSURANCE AGENT SERVICES

**RESPONSE DUE DATE/  
TIME/LOCATION:** **PROCUREMENT DEPARTMENT, 4201 N. DALE MABRY HIGHWAY  
TAMPA, FL 33607 NOT LATER THAN 2:00PM ON TUESDAY  
NOVEMBER 27, 2018**

This is a request by the Tampa Sports Authority (Authority hereafter) for interested insurance agents to submit their credentials to the Authority for consideration during an insurance agent of record process. Wherever herein the terms "agent" or "agents" are used it shall also mean broker or brokers. The Authority's property/casualty insurance program anniversary is May 1, 2019.

The Authority is likely to select only one insurance agent as agent of record, but the Authority reserves the right to select an additional agent(s) if deemed desirable for specific coverage(s).

Agents desiring to respond should have experience with Florida public entities and other entities of similar size, complexity and magnitude to the Authority.

Specifically, the selected agent will be designated agent of record and will be expected to provide renewal proposals for the following coverages renewing May 1, 2019 with appropriate alternatives and changes to the current program for the Authority's consideration:

- Buildings and Personal Property (Including named windstorm coverage)
- Inland Marine/Equipment/EDP
- Boiler and Machinery (included in Property)
- Crime and Owned Equipment for Suites & Furnishings
- General Liability
- General Liability Employee Benefits
- General Liability Liquor Liability
- General Liability Umbrella
- General Liability D&O/Pension Fiduciary/EPLI
- Storage Tank Liability (Renews in December 2018)
- Federal Flood Insurance
- Auto Garage Keepers
- Terrorism
- Cyber Liability
- Tulip Event General Liability
- Architects and Attorney Professional Liability
- Participant Liability/Accident-Medical

Automobile liability and physical damage and workers compensation coverage(s) are not included in this solicitation, as the current coverages are provided directly by the Florida Municipal Insurance Trust (FMIT). Respondents to this RFQ may provide quotations for automobile liability and physical damage and workers compensation coverage. The Authority, at its sole discretion, may decide to accept the coverage. The Authority has maintained a fully insured program for many years.

More detail on the Authority's current insurance program anniversary dates, coverages, and premiums are shown in the section titled "DESCRIPTION OF CURRENT PROGRAM".

The Authority's incumbent agent for the subject insurance is Brown and Brown Insurance.

1.0 INSTRUCTIONS TO RESPONDENT:

1.1 DELIVERY OF RESPONSES:

- (a) The delivery of the RESPONSE to the Tampa Sports Authority's Procurement Department, prior to the deadline, is solely and strictly the responsibility of the RESPONDENT. The deadline for delivery of all Responses is TUESDAY, NOVEMBER 27, 2018 BY 2:00 P.M. Box/Packaging must be marked "SEALED RESPONSE FOR INSURANCE AGENT SERVICES (RFQ #18-01)". All Responses will be delivered to the TAMPA SPORTS AUTHORITY, 4201 N. Dale Mabry Highway, Tampa, Florida 33607. (Raymond James Stadium, Entrance B off Himes Avenue). The Tampa Sports Authority Purchasing Department will not be responsible for delays caused by any delivery services that may be used. The Respondent is hereby directed to cause delivery of their Response prior to the bid opening time. The Response delivery time will be scrupulously observed. Any Response received after Tuesday, November 27, 2018 after 2:00 P.M. shall not be considered. THERE WILL NOT BE A "FORMAL" RESPONSE OPENING FOR THIS PROJECT.
- (b) Electronic or faxed bids will not be considered.
- (c) For informational purposes, the Respondent is advised that the United States Postal Service or even Express Mail Services may not deliver your Response in a timely manner. Respondents are cautioned to plan necessary delivery time accordingly.

1.2 REQUESTS FOR INTERPRETATION - ADDENDUM:

No substantive interpretation of this RFQ will be made to any Respondent orally. Every request for such interpretation must be in writing via email or fax, addressed to Ms. Deltecia Jones, Procurement Manager, fax number (813) 350-6611 or email address [djones@tampasportsauthority.com](mailto:djones@tampasportsauthority.com). To be considered, such a request should be received not later than **November 19, 2018 by 2:00p.m.** Any such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be sent to all vendors that registered for this RFQ at least three (3) days prior to the date fixed for the opening of Responses. Failure of any Respondent to receive any such addendum or interpretation shall not relieve said Respondent from any obligations contained within this RFQ. All addenda so issued shall become part of the Contract documents.

1.3 COSTS OF PREPARATION:

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

1.4 RFQ RESULTS:

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

1.5 TENTATIVE SCHEDULE:

- |     |                              |  |
|-----|------------------------------|--|
| (a) | Advertisement dates          | Wednesday, November 7 & 14 – Saint Petersburg Times<br>Wednesday, November 7th TSA Website<br>( <a href="http://www.tampasportsauthority.com">www.tampasportsauthority.com</a> )<br>Wednesday, November 7 <sup>th</sup> – NAACP Email blast<br>Friday, November 9 <sup>th</sup> – LaGaceta<br>Friday, November 9 <sup>th</sup> – Florida Sentinel Bulletin |
| (b) | RFQ's released               | Wednesday, November 7, 2018  |
| (c) | Last day for questions       | Monday, November 19, 2018 by 2:00 p.m.   |
| (d) | Proposal due date            | Tuesday, November 27, 2018 by 2:00 p.m.  |
| (e) | Shortlist Meeting (Open)     | Thursday, December 6, 2018 at 10:00 a.m.   |
| (f) | Interviews (if necessary)    | Thursday, December 13, 2018  |
| (g) | Final Ranking Meeting (Open) | Thursday, December 13 at 2:00 p.m.   |
| (h) | Finance Committee Meeting    | Tuesday, December 18 at 10:30 a.m.   |
| (j) | TSA Board Meeting            | Thursday, January 2, 2019 at 4:00 p.m.   |

2.0 GENERAL CONDITIONS

2.1 REJECTION OF RESPONSES:

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

2.2 BINDING OFFER:

A Respondent's submittal will be considered a binding offer to perform the required services, assuming all terms are negotiated satisfactorily. The submission of a Response shall be taken as prima facie evidence that the Respondent has familiarized itself with the contents of this RFQ.

Responses may be withdrawn on written or telegraphic request dispatched by the Respondent in time for delivery prior to the time fixed for the opening of Responses. Negligence on the part of the Respondent 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 through May 1, 2019.

2.3 MINIMUM QUALIFICATIONS:

Proposers not meeting the following minimum qualifications as of the RFQ submission due date will not be considered further. Proposers that meet the minimum qualifications will be scored according to the Evaluation and Selection Criteria as described within this RFQ.

- A. Properly Licensed - In addition to any other applicable Florida licensure requirements, Respondent must be represented by at least one resident Florida agent duly qualified at the time of its proposal submission under the laws of Florida to act as an agent for Property and Casualty insurance in Florida.
- B. Minimum Insurance Coverage - Respondent must agree to maintain in force, insurance coverage in accordance with the Insurance Requirement provision of this RFQ, found in Section II, General Requirements. Respondent must agree to maintain in force insurance coverage at all times during which services are to be performed for the Authority.

- C. Minimum Experience - At least one member of Respondent's project team must have been primarily responsible for the design, placement, implementation, and servicing of property and casualty insurance coverages during at least one year starting after April 1, 2014 for at least one government/special district client with minimum insured property values of \$250,000,000 or more.
- D. Local Availability- The Respondent must commit to local availability. Respondent's representative who will be responsible for the engagement shall be based in an office within 100 miles of 4102 N. Dale Mabry Hwy. Tampa FL, 33607.

2.4 AVAILABILITY OF PERSONNEL:

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

2.5 OWNERSHIP OF DOCUMENTS:

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

2.6 CONTRACT EFFECTIVE DATE, TERMS:

Although services to place the Authority's insurance will begin in advance, the contract term (and term of remuneration) will be April 1, 2019 through April 1, 2021 for a three (3) year annual term with two (2), one (1) year renewal options based on the Tampa Sports Authority receiving proper service and cooperation from the selected individual/firm.

Further, the Authority's renewal each year will in part be dependent upon acceptability of cost, quality of service, provider stability and market conditions. The Authority reserves the right at any time to remove the agent for one or more types of coverage if believed to be in the Authority's best interest to solicit such coverage from one or more parties involving other agents if believed to be in the Authority's best interest. In anticipation that the agent contract will be affected for more than one year, remuneration guarantees for up to three years are desired, so be explicit about any such offerings.

Submission should be valid until May 1, 2019.

2.7 INSURANCE/CONTRACT REQUIREMENTS:

Before starting and until acceptance of the work by the Tampa Sports Authority, the Respondent shall procure and maintain insurance of the types and the limits specified herein.

2.8 ASSIGNMENT OF CONTRACT:

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

2.9 NON-EXCLUSIVITY OF CONTRACT:

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

2.10 PUBLIC ENTITY CRIMES STATEMENT:

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Respondent, supplier, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two (2) for a period of 36 months from the date of being placed on the convicted vendor list.

Any such person, affiliate, or corporation wishing to propose on this RFQ 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 Respondent to promptly supply information in connection with an inquiry or the failure to comply with the requirement contained within this section will cause the rejection of any submitted bid, offer, Response, or proposal, at the sole discretion of the Tampa Sports Authority.

2.11 INDEMNIFICATION: (PATENT OR COPYRIGHT)

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

2.12 INDEMNIFICATION: (GENERAL LIABILITY)

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

2.13 CONSULTANT INVOLVEMENT

This Request for Qualifications was in part prepared by Siver Insurance Consultants, the Authority’s independent consulting firm, whose additional services may be utilized during the RFQ process (based on the Authority’s determination). Siver does not sell or broker insurance, self-insurance or related products, and does not function in an agent or broker capacity.



2.14 DUTY UNDER PUBLIC RECORDS LAW

IF THE CONTRACTED RESPONDENT (“CONTRACTOR”) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT, THE CUSTODIAN OF PUBLIC RECORDS at 4201 N. DALE MABRY HWY, TAMPA, FLORIDA 33607. (813) 350-6515 [publicrecords@TampaSportsAuthority.com](mailto:publicrecords@TampaSportsAuthority.com)

Contractor shall comply with applicable public records laws and shall:

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

3.0 RESPONSE FORMAT AND CONTENT:

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

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

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

- a. Cover Page(s) - The Response should provide an appropriate “Letter of Interest” cover page that:
- I. States the RFQ Document number and complete RFQ Title.
  - II. Contains the Respondent’s Name, mailing address and location address, telephone number, facsimile number, and the name of the Respondent’s contact person and, if different from that of the Respondent, the contact person’s mailing and location address, telephone, and facsimile number.
  - III. Contains a paragraph stating the Respondent’s interest in being considered for the project and identifying members of its team.
  - IV. Contains a statement of adherence and provides relevant evidence that the Respondent meets or exceeds the Minimum Qualifications set forth in Section 2.3 herein.
  - V. The Respondent shall also include the following statement in their cover page:

*The Respondent authorizes the Authority, its staff or consultants to contact any of the references provided in the proposal and specifically authorizes such references to release either orally or in writing any appropriate data with respect to the Respondent offering this proposal.*

b. Table of Contents

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

- I. Complete, sign and submit a completed copy of the RFQ Checklist (included herein);
- II. Provide a statement of adherence to the Public Entity Crimes Statement, as (referenced herein in Section 2.10);
- III. Complete and submit the RFQ Submission Form for Property Casualty Insurance Agent of Record (attached herein);
- IV. Complete and submit Declaration and Proposal Guarantee Form (attached herein);
- V. Complete and submit the Acknowledgment of Proposer, if a Corporation or Acknowledgement of Proposer, if a Partnership or Individual Form (if applicable (attached herein));
- VI. Complete and submit the Acknowledgment of Principal, if a Corporation Form (if applicable) (attached herein));
- VII. Complete and submit the Legal Status of Proposer Form (attached herein);
- VIII. Complete and submit the Sworn Statement on Disclosure of Relationships form (attached herein);
- IX. Submit your acknowledgement of general agreement or comments/deviations (if applicable) to the Sample Contract and related Insurance Requirements, included herein. The nature of the deviations/comments to the Sample Contract may be grounds for denial of the response, as determined by the Authority;
- X. Complete and submit the Acknowledgment of Addenda (if applicable, attached herein);
- XI. Complete and submit the Preferences to Businesses with Drug-Free Workplace Programs Under Section 287.087, Florida Statutes (attached herein);
- XII. Disadvantaged Minority / Disadvantaged Women Business Enterprise (DM/DWBE): Qualified Respondents may receive up to a maximum of five (5) bonus points for DM/DWBE

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

- (1) The request for bonus points shall be made on the proposing firm’s letterhead and must including the following:
  - (a) The RFQ number and project name;
  - (b) The name of the firm(s) to be utilized, and
  - (c) The percentage of fees that will be subcontracted to that firm. Please note, the percentage must be at least 10%;
  - (d) A commitment from the proposing firm stating that a minimum of 10% of its ultimate fees will be subcontracted to that DM/DWBE or SBE.
  
- (2) The following items should be attached to the above letter:
  - (a) A letter of intent from the DM/DWBE or SBE on its letterhead stating its intent to perform the services and the scope of work signed by its Chief Operating Officer. This letter must reference the project;
  
  - (b) A copy of the DM/DWBE current certification or the SBE’s current registration.

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

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

Number of Copies - The Response shall include one (1) unbound original, five (5) bound copies and one (1) thumb drive/CD with a pdf version of the RFQ Response. One paper and one electronic copy should, also be separately mailed/delivered to Siver Insurance Consultants, 805 Executive Center Drive West, Suite 110, St. Petersburg, FL 33702.

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

Forms - Complete and submit the Required Forms.

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

#### 4.0 RFQ PROCESS:

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

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

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

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

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

Based on the information contained in the Responses, and after the Responses are evaluated based on the shortlist criteria, the Evaluation Committee may interview and will final rank up to four (4) Respondents based on interview evaluation criteria. **The final ranking criteria will be determined by the Evaluation Committee and may or may not allocate points based upon the ranking of the Proposal in the shortlist phase.** The final ranking will be placed in order of selection by the Evaluation Committee. The final ranked Respondents will be presented to the Sports Authority Board of Directors where the Board will determine the final selection. The Committee reserves the right to conduct oral interviews of any, all or none of the Respondents.

Upon final selection by the Tampa Sports Authority's Board of the most qualified and capable Respondent, the Tampa Sports Authority will begin negotiation of a contract with that Respondent. Should the Tampa Sports Authority be unable to negotiate a satisfactory contract with the top-ranked Respondent, negotiations shall be formally terminated with that Respondent and the Tampa Sports Authority shall commence negotiations with the next highest-ranked Respondent until a Respondent 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.

The selected Respondent is expected to have best market quotes available by 2:00pm December 21, 2018 for all insurance lines renewing on May 1, 2019, however the selected Respondent is also expected to continue efforts to make the renewing lines as favorable as possible for coverage and or premium cost.

#### 5.0 DISQUALIFICATION:

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

The Tampa Sports Authority may consider any Response informal that is not prepared and submitted in accordance with the provisions of this RFQ, 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 Respondent or an investigation of the qualifications and/or experience of the Respondent fails to satisfy the Tampa Sports Authority's Evaluation Committee that such Respondent is sufficiently qualified or experienced to carry out the obligations as required in this RFQ. The Tampa Sports Authority also reserves the right to reject all Responses to the RFQ, at its sole discretion.

6.0 USE OF STATE CONTRACTS OR GOVERNMENTAL PURCHASING COUNCIL:

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

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

Any Hillsborough County public entity may elect to utilize this selected Respondent at their option. All Hillsborough County public entities will negotiate their own agreement and coordinate the requirements with the successful Respondent. The Tampa Sports Authority will not be responsible for any transactions between the successful Respondent and any other Hillsborough County public entities that may elect to utilize this Response. All terms, prices and conditions of this RFQ will apply between the Respondent and any other Hillsborough County public entity utilizing this Response. As a condition of using the successful Respondent(s) from this RFQ, the Public Entity and Respondent(s) shall hold the Tampa Sports Authority harmless from any claims or lawsuits that may arise.

7.0 PROTEST PROCEDURE:

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

8.0 TERMINATION CLAUSE:

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

9.0 EX PARTE COMMUNICATION:

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

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

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

10.0 **QUESTIONS:**

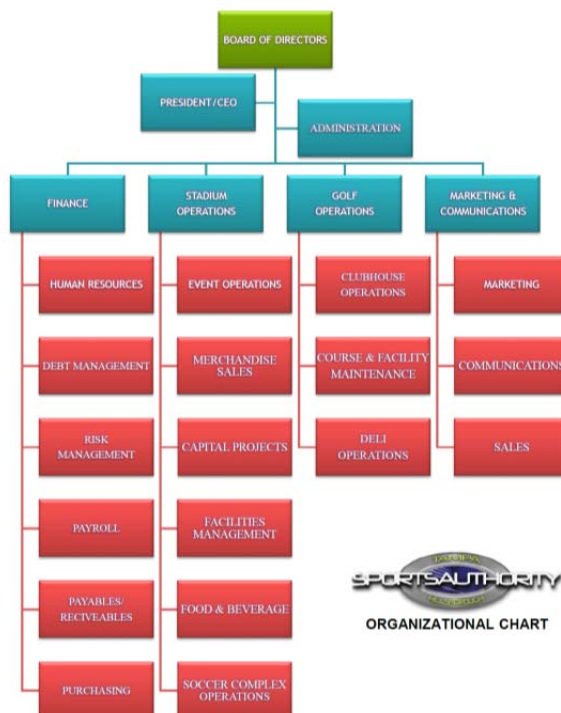
The final day for asking questions regarding this RFQ is **Monday, November 19, 2018** not later than 2:00pm. All questions must be submitted, in writing, via email to [djones@tampasportsauthority.com](mailto:djones@tampasportsauthority.com) or via fax to (813) 350-6611.

11.0 **MISSED COMMUNICATION(S)/CYBER SECURITY:** The Authority is not responsible for missed communications related to cyber security systems, therefore each Respondent is encouraged to ensure receipt of important electronic communications via phone at 813-350-6511, such communication should be limited to a confirmation of receipt.

12.0 **BACKGROUND OF THE TAMPA SPORTS AUTHORITY:**

The Tampa Sports Authority is an independent special district that was created by Chapter 65-2307, as superseded by Chapter 96-520, Laws of Florida, for the purpose of constructing and managing sports and recreational facilities in Hillsborough County. The Authority’s vision is to provide economic development and enhance the quality of life through sports and recreation. The Authority has no taxing powers, but rather acts as an enterprise fund utilizing user-fees to subsidize its operating costs. As a result, all of its major capital construction projects, from the original Tampa Stadium, Golf Courses, Amalie Arena, Steinbrenner Field, and Raymond James Stadium have been accomplished by working closely with the approval and financial support of Hillsborough County and the City of Tampa. The Authority’s approved annual financial audits and budgets can be found at [www.tampasportsauthority.com](http://www.tampasportsauthority.com). The Authority manages and operates Raymond James Stadium, the Hillsborough County Tournament Sports Complex, Babe Zaharias Golf Course, Rogers Park Golf Course, Rocky Point Golf Course, and Fairway Cafe (Deli 601), all of these entities utilize insurance products and will be included in the scope of this engagement. The Authority also has contractual ties with Amalie Arena, Steinbrenner Field, Himes Player Development Complex, Hillsborough County Aviation Authority, Hillsborough County Community College, the City of Tampa and Hillsborough County all of which may require some insurance services. In addition the Authority hosts events of varying sizes, many of which will utilize TULIP or specific event based policies.

**Tampa Sports Authority Organizational Chart**



13.0 DESCRIPTION OF SERVICES:

Proposers are required to provide details about the scope of services available and submitted for the Authority, details of functions performed by local offices and information on staff personnel likely to be assigned to the Authority's account.

Services shall include coordination of underwriting submissions, delivery and explanation of premium quotations, coverages, etc., issuance and delivery of policies as proposed, provision of ongoing services throughout the year to update coverage as needed, provision of loss control/safety services, premium/claims reporting, etc. Comment on the extent to which the services include or exclude wind modeling.

Immediately following is a specific listing of services desired from the Agent.

The insurance agent to be contracted by the Authority will be expected to provide the following services.

- a) Design and market a property/casualty insurance program that is acceptable to the Authority. As appropriate and/or at the Authority's request, provide Proposals for alternative program structures, such as different deductibles, limits, etc. or, upon request, other lines of insurance.
- b) Coordinate with Authority staff to assure that up-to-date exposure data is incorporated into specifications and issued policies.
- c) Issue and deliver valid and timely binders (prior to the effective date of coverage) for insurance policies purchased by the Authority. Review binders for accuracy. Immediately request corrections if issued binders are not delivered in accordance with the Submission(s).
- d) Assure that insurance policies being purchased will be delivered in accordance with the Submission(s) that were negotiated and/or accepted by the Authority.
  - Assure that the policies issued reflect no lesser policy terms, conditions, coverage amounts and options than were accepted by the Authority.
  - Immediately correct policy deficiencies before delivery to the Authority.
  - Deliver the policy binders to the Authority on the date of binding. Deliver individual policy updates as received. If policies are not issued within 30 days of policy inception, follow up with the insurer/wholesaler at least twice per 30 days for receipt of the policy. If any deficiencies from the accepted Submittal remain, provide a timeline for their resolution to the satisfaction of the Authority.
- e) Promptly and accurately process insurance policy endorsements and other change requests as needed.
- f) Coordinate loss control/safety services desired by the Authority that are available from the insurers whose policies were purchased through the agent.
- g) Assist the Authority in filing claims with insurers from whom the Authority has purchased policies and are represented by the agent. The claims filing assistance is to include submission of claims information, timely assignment of an adjuster, and ongoing follow up of any outstanding claims to include quarterly meetings in which the status of all outstanding claims is provided.
- h) Be available to attend up to four risk management meetings per year with the Authority, as they may be scheduled, and be willing to attend additional meetings if needed.
- i) Monitor and notify the Authority of major developments regarding the insurance industry or the Authority's insurers or policies that may affect the Authority.
- j) Respond to coverage or other insurance policy questions as may be presented by the Authority.
- k) At least semi-annually, present to Authority staff a written review, with the premium/claims history of the Authority, for the policies purchased. Loss runs are to be provided quarterly via a quarterly meeting that provides updates on all open claims.
- l) At each claims review meeting, the Agent will review with Sports Authority staff all open claims, including the expected closure date and/or the claims' resolution.

- m) Coordinate with the Authority about 120 to 150 days (or otherwise, as agreeable to the Authority) prior to renewals on giving estimates of renewal changes in premium, coverage, policy terms, etc. and in collecting needed renewal rating and background information.
- n) Present renewal pricing and policy changes to the Authority 60 days (or otherwise, as agreeable to the Authority) before renewal.
- o) Obtain proposals from additional insurance markets and provide them to the Authority with a listing of all companies contacted, detailed spreadsheets of all proposals received and all rejection letters.
- p) Provide final, written renewal proposals to the Authority on a schedule agreed upon with the Authority to allow for review of renewals at appropriate Authority meetings.
- q) Promptly provide rating data, premium/claims history and other information at the request of the Authority.
- r) Fully disclose insurance policy premiums, commissions or all other remuneration received for the sale of such policies.
- s) Permit the Authority to conduct an audit of all remuneration/revenues attributable to the Authority's account and to fully cooperate with persons designated by the Authority to perform such audit.
- t) Agent to assist in determining the value of Stadium items including exterior glass as identified signage, fences and other equipment as identified by the Sports Authority and then schedule them on an EDP policy.
- u) Assist the Authority in reviewing the language of our contracts to assist the Authority in tailoring language to accurately capture our coverages and to request coverages from the contracted party to protect the Authority.
- v) Assist the Authority and their tenants in securing TULIPs for their events.
- w) Assist the Authority is securing event policies for events not covered in our normal coverages.
- x) Complete annual audit of TSA Insurance Accords for conformance to TSA License Agreements and Service Contracts.

14.0 DESCRIPTION OF CURRENT PROGRAM:

The current provider of Insurance Agent Services is compensated on an annual basis for **\$29,700**.

**The 2018-2019 insurance programs are outlined as follows.**

<u>#</u>	<u>Coverage/Service</u>	<u>Insurer/Provider</u>	<u>Term</u>	<u>Cost</u>
1.	Property (TIV \$415,882,512)	Zurich	5/1/18-19	\$454,082.42
2.	Inland Marine/Equipment/EDP	XL Specialty Ins.	5/1/18-19	15,639.00
3.	Boiler and Machinery (included in Property)	Zurich	5/1/18-19	Included in # 1
4.	Crime and Owned Equipment for Suites & Furnishings	Arch. Specialty Ins.	5/1/18-19	4,156.00
5.	General Liability (estimated \$1 million admissions)	Arch Ins. Co.	5/1/18-19	70,264.00



<u>#</u>	<u>Coverage/Service</u>	<u>Insurer/Provider</u>	<u>Term</u>	<u>Cost</u>
6.	General Liability Employee Benefits	Arch Ins. Co.	5/1/18-19	Included in #5
7.	General Liability Liquor Liability	Arch Ins. Co.	5/1/18-19	803.00
8.	General Liability Excess Liability	Arch Ins. Co.	5/1/18-19	\$35,067.00
9.	General Liability D&O/Pension Fiduciary/EPLI	Philadelphia	5/1/18-19	18,962.00
10.	Excess D&O (over D&O and EPLI)	Ironshore Indemnity	5/1/18-19	18,010.00
11.	Federal Flood Insurance- Rocky Federal Flood Insurance- RJS	Wright National Flood Insurance	7/6/18-19 7/17/18-19	\$5,201.00 \$3,323.00
12.	Storage Tank Liability	AIG	12/14/18-19	\$1,563
13.	Auto Garage Keepers	Arch Ins. Co.	5/1/18-19	\$3,833.00
14.	Cyber & Privacy	Lloyd's	5/1/18-19	6,342.79
15.	Terrorism	Lloyd's	5/1/18-19	108,815.29
16.	Tulip Event General Liability	Arch Ins. Co.	5/1/18-19	\$2,018.00
17.	Architects E&O (Attorney coverage might be needed in 2019)	Admiral Insurance	5/1/18-19	3,282.27
	<b>Total Cost</b>			<b>\$751,361.77</b>

**Coverages NOT Subject to RFQ:**

18	Auto Liability/Physical Damage	Florida Municipal Insurance Trust	10/1/18-19	\$5,938
19	Workers Compensation	Florida Municipal Insurance Trust	10/1/18-19	\$58,972

**TSA is requesting quotes on coverage for line items 18 and 19 above, but it will be at the discretion of the Authority to accept or reject these two coverages.**

15.0 GENERAL REQUIREMENTS:

Background information should be furnished regarding the specific agent who will be the lead agent, other agency staff who will be involved in the furnishing services to the Authority, the degree of the Respondent's commitment to the Authority's account and the expected frequency of agent service contact. Experience with other public entities, preferably Florida entities and entities of similar size, complexity and magnitude is preferred.

Information should be furnished as applicable, regarding the size of agency, personnel and experience (particularly of the staff who will serve the Authority), services, etc.

Submitting Respondents should state the amount of errors and omissions insurance maintained, and the name of the insurer providing the coverage. A minimum limit of \$3,000,000 per occurrence is required. Proposing Respondents must provide a copy of their current Certificate of Coverage, including the claims limit, claims deductible amount, and retroactive claims data for claims made coverage.

Respondents should provide a narrative setting forth the key reasons they believe they should be qualified by the Authority to be its agent of record. The narrative should emphasize issues that make the agent unique, or give them special advantages over other Respondents.

- Submitting Respondents must have demonstrated past experiences as defined in the Description of Services.
- Submitting Respondent's representative who will be responsible for the Tampa Sports Authority's engagement must have demonstrated experiences as defined in the Description of Services.

Respondents should commit to and provide examples of proactive and aggressive pursuit of negotiation of favorable policy terms, conditions and pricing of insurance program coverages and related services for their clients.

The Authority expects Respondents to comment in their submittal on their knowledge of insurance markets for the property/casualty insurance program purchased by the Authority and to comment on whether they recommend alternative markets to those currently serving the Authority that could result in program improvements, in cost, coverage, service, etc.

Comment should be provided on how much premium volume is produced by the agency for the insurers who currently provide Authority coverages and for other insurers most likely to be proposed as alternatives. Obviously, specifics should be provided if the agency has access to or control of specialty or unique markets or programs that are generally unavailable to other competitors.

The Authority reserves the right (at its option and at no cost to the Authority), and the agency are expected to agree, to an audit of the agency and related parties regarding the Authority's expenditures for the insurance program and all related remuneration to the agency and others involved, including the tracking of funds to intermediaries, insurers, trusts, etc.

[This area left blank intentionally]

16.0 SHORT-LIST EVALUATION CRITERIA:

The Evaluation Committee reserves the right to request additional information and clarification of any information submitted in Response to this RFQ, including any omission from the original Response. All Respondents will be treated equally with regard to this item.

The Authority will likely qualify, based on responses to this RFQ, one insurance agent to be its agent of record for the insurance specified in this document. However, the Authority reserves the right to select an additional agent(s) if deemed desirable for specific coverage(s).

The Authority’s incumbent agent is not exempt from completion of the Submission Forms and is expected to respond to all items.

The Authority’s decision on which Respondent(s) to select shall be final.

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

<u>Criteria</u>	<u>Maximum Points</u>
(a) Respondents qualifications, experience and the experience of key personnel responsible for engagement.	35
(b) The Respondent’s understanding of and approach to the work to be performed for the Tampa Sports Authority.	25
(c) Proposed Cost to Authority	20
(d) Responses to client references (reputation, professionalism) and local availability (presence, allocation of resources to this contract).	10
(e) Overall responsiveness to RFQ.	10
<b>SUB TOTAL POINTS: 100</b>	

(f) Disadvantaged Minority / Disadvantaged Women Business Enterprise Participation:

<b>Certification Statement</b>	<b>Points</b>
The applicant Respondent 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**

## **REQUIRED FORMS**

**RFQ SUBMISSION FORM FOR  
PROPERTY/CASUALTY INSURANCE AGENT OF RECORD**

1. Insurance Agent Name
2. Firm Name
3. Address
4. Telephone:                      Fax:                      Email:

***Insurance Agent***

5. How many years have you been in the insurance business?
6. How many years have you been with your present firm?
7. Have you included or attached background information on yourself, e.g. resume?
8. Do you have special professional experiences or professional designations?
9. What is your property/casualty agent experience with other organizations of similar size, complexity and magnitude?
10. What is your property/casualty agent experience with other *public entities* of similar size, complexity and magnitude?
11. How many *public entities* do you service?

***Agent Commitment to Customer Service; Negotiation Experience***

12. Are you experienced with all the items listed in the Scope of Agent Services? If not, explain.
13. What is your commitment to customer service, including frequency of contact, availability for meetings with staff, committees, etc.?
14. Will you commit to proactive and aggressive pursuit of negotiation of favorable policy terms, conditions, pricing, coverage and servicing of insurance?
15. Please include examples of such proactive and aggressive negotiations, etc.?

***Agency Experience***

16. What size is your agency's revenue, and in number of professionals and non-professionals that will serve the Authority?

17. Which Florida office of your firm will provide the ongoing services to the Authority?
18. Will any other offices be involved; to what extent? (Be specific)
19. How many years has the firm been in business?
20. What is your firm's total property/casualty insurance premium volume?
21. What is your firm's Florida total property/casualty insurance premium volume?
22. What is your firm's total property/casualty insurance revenue (including commission) volume?
23. What is your firm's Florida total property/casualty insurance revenue (including commission) volume?
24. Approximately what percentage of the firms' Florida business are public entities, in premium, and in revenue volume?
25. What is your agency's experience with property/casualty insurance for customers of similar or greater size, complexity and magnitude?
26. What is your agency's experience with property/casualty insurance for other sports related facilities and venues?
27. What is your agency's experience with property/casualty insurance for other public entities of similar size, complexity and magnitude?
28. How many and what kind of public entities does your agency service?
29. Have you provided background information on the range of your firm's services?
30. Are the key person designated to service the Authority's account appropriately licensed by the State of Florida? Please list the following:

<u>Name</u>	<u>Types of Licenses</u>	<u>Years Serving Large Commercial Accounts</u>	<u>Years Serving Public Entities</u>

31. Please include details of the experience of these persons (and non-licensed personnel you intend to assign) with accounts and/or public entities with similar size and complexity as the Authority?

32. Provide specifics on agency personnel (employees or subcontractors other than staff of insurance companies) who are likely to be utilized in performing inspection and loss control services.
33. State the amount of errors and omissions insurance including policy limits and deductible amount, for the firm and the name of the insurer

***Remuneration/Commitment to Scope of Services***

34. State your total remuneration (as commissions, maximum commissions, etc.) for the following coverages; and treat each as if it might be separable from the others. Include comment on your transparency disclosure of remuneration to be paid to the intermediary(ies) or wholesalers or others you plan to utilize and provide attachments if necessary:

Insurance Coverage	Submitting Agency		Intermediary	
	% of Premium	Maximum Commission	% of Premium	Maximum Commission
Buildings and Personal Property	%	\$	%	\$
Inland Marine/Equipment/EDP	%	\$	%	\$
Boiler and Machinery (included in Property)	%	\$	%	\$
Crime and Owned Equipment for Suites & Furnishings	%	\$	%	\$
General Liability	%	\$	%	\$
General Liability Employee Benefits	%	\$	%	\$
General Liability Liquor Liability	%	\$	%	\$
General Liability Umbrella	%	\$	%	\$
General Liability D&O/Pension Fiduciary/EPLI	%	\$	%	\$
Storage Tank Liability	%	\$	%	\$
Federal Flood Insurance, Rocky Point Golf Course	%	\$	%	\$
Total	NA	\$	NA	\$

Is this remuneration negotiable? Please explain:

Would your firm consider a flat fee? Please explain:

35. Will this remuneration be included within the premiums you propose, or in addition to net premiums submitted by the successful insurer(s)? Explain.
36. Are you willing to guarantee this level of remuneration for three (3) future years, regardless of premium changes? How many years? Explain.
37. Is your submitted remuneration inclusive of marketing activity and services to be provided throughout the year?
38. To what extent are there also fees for services, e. g. loss control, actuarial services? (Clearly explain any variables.)
39. To what extent will wind modeling services be provided, by whom, and for what additional cost?
40. Does your firm employ actuaries or other professionals capable of providing modeling services?
41. Will you provide the full Scope of Agent Services as outlined in the RFQ?
42. To what extent will you need a separate contract for services not related to the insurance being purchased?
43. Do you acknowledge that the Authority reserves the right at any time to remove the agent of record status for one or more types of coverage if believed to be in the Authority's best interest to solicit such coverage from one or more parties involving other agents?
44. Do the submitting agency and agents agree to allow and pledge full cooperation to the Authority if it (at its option), desires an audit of the agency and related parties regarding the Authority's expenditures for the property/casualty insurance program and all related remuneration to the agency and agents and others involved, including the tracking of funds to intermediaries, insurers, etc?
45. Do you agree to the substantive terms and conditions of the sample contract (included herein) that will be utilized if engaged, if not please provide specific comments? Keep in mind that the extent of such provisions and/or limitations will be taken into consideration in the evaluation of your submittal.

### ***Reasons for Agent Selection/Uniqueness/Special Advantages***

46. Reasons for the Authority qualifying you and your firm: describe below and/or by attachment the key reasons you and your firm should be qualified by the Authority to be its agent. Emphasize issues that make you and/or the firm unique, or give you/it special advantages over other Respondents and how these are of value to the Authority for its property/casualty insurance program. Attach any supplemental documentation you think is relevant to being selected.
47. Provide your comments on how many insurers are likely to have to be utilized, and why, if wind coverage on the stadium is desired.
48. Describe your ability to access, utilize and leverage key insurance markets.
49. Provide a list of your of your insurance markets.



50. If you represent unique and/or exclusive markets or specialty programs please explain and indicate if you think the Authority would be better off with these markets and program than with the current program.
51. Have you disclosed the name of any officer, director, agent or other key person who is also an official or employee of the Authority? If none, state "none".
52. Have you disclosed the name of any official or employee of the Authority who owns, directly or indirectly, an interest of five percent or more in a submitting firm or any of its branches? If none, state "none".

**Please include the following statement and acknowledgement in your response:**

I have read the Tampa Sports Authority's Request for Qualifications for Insurance Agent of Record. I am submitting information based upon the representation that my firm is of sufficient size and capability and has sufficient experience to serve the Authority.

I understand that the Authority may conduct interviews with selected submitting firms, and the Authority's decisions about interviews and selection shall be final.

This Request by the Authority is understood to be a solicitation of background information and experience from firms that may be designated as its agent. I represent that I am authorized to provide this submission on behalf of my firm.

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Date	Authorized Signature, Title	Firm	Telephone
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**Form continued on the next page.**

**INSURANCE MARKET PREFERENCES/CLOUT**

For the Authority’s incumbent insurers (line 1 of each coverage hereafter), provide your Florida premium volume with such insurers.

After the incumbent insurer for each line of coverage, list your preferred insurance company markets (intermediaries and wholesalers are not insurance company markets), in order of those you believe to be, by order of preference, in the best interests of the Authority. Provide your Florida premium volume with such insurers. Although the numbering sequence is limited, additional insurers may be listed.

#	Insurer Name Also, include MGA/MGU, if Applicable	Insurer Group or Fleet Name	Your Firm’s Estimated Annual Florida Premium Volume	Direct Access Yes or No	Group/ Fleet Exclusive Yes or No
<b>BUILDINGS AND PERSONAL PROPERTY</b>					
1.	Zurich - Incumbent				
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
<b>INLAND MARINE/EQUIPMENT/EDP</b>					
1.	XL Specialty Insurance - Incumbent				
2.					
3.					
4.					
5.					
<b>BOILER AND MACHINERY(INCLUDED IN PROPERTY)</b>					
1.	Zurich - Incumbent				
2.					
3.					

#	Insurer Name Also, include MGA/MGU, if Applicable	Insurer Group or Fleet Name	Your Firm's Estimated Annual Florida Premium Volume	Direct Access Yes or No	Group/ Fleet Exclusive Yes or No
4.					
5.					
<b>CRIME AND OWNED EQUIPMENT FOR SUITE &amp; FURNISHINGS</b>					
1.	Arch Specialty Insurance - Incumbent				
2.					
3.					
4.					
5.					
<b>GENERAL LIABILITY</b>					
1.	Arch Specialty Insurance - Incumbent				
2.					
3.					
4.					
5.					
<b>GENERAL LIABILITY EMPLOYEE BENEFITS</b>					
1.	Arch Specialty Insurance - Incumbent				
2.					
3.					
4.					
5.					
<b>GENERAL LIABILITY LIQUOR LIABILITY</b>					
1.	Arch Specialty Insurance - Incumbent				
2.					
3.					
4.					
5.					
<b>GENERAL LIABILITY- EXCESS LIABILITY</b>					
1.	Arch Specialty Insurance - Incumbent				
2.					
3.					

#	Insurer Name Also, include MGA/MGU, if Applicable	Insurer Group or Fleet Name	Your Firm's Estimated Annual Florida Premium Volume	Direct Access Yes or No	Group/ Fleet Exclusive Yes or No
4.					
5.					
<b>GENERAL LIABILITY D&amp;O/PENSION FIDUCIARY/EPLI</b>					
1.	Philadelphia - Incumbent				
2.					
3.					
4.					
<b>EXCESS D&amp;O (over D&amp;O &amp; EPLI)</b>					
1.	Ironshore Indemnity- Incumbant				
2.					
3.					
4.					
<b>FEDERAL FLOOD INSURANCE</b>					
1.	Wright National- Incumbant				
2.					
3.					
4.					
5.					
5.					
<b>STORAGE TANK LIABILITY</b>					
1.	AIG - Incumbent				
2.					
3.					
4.					
5.					
<b>AUTO/GARAGEKEEPERS</b>					
1.	Arch Specialty Insurance- Incumbant				
2.					
3.					
4.					

#	Insurer Name Also, include MGA/MGU, if Applicable	Insurer Group or Fleet Name	Your Firm's Estimated Annual Florida Premium Volume	Direct Access Yes or No	Group/ Fleet Exclusive Yes or No
<b>CYBER &amp; PRIVACY</b>					
1.	Lloyd's - Incumbant				
2.					
3.					
4.					
<b>TERRORISM</b>					
1.	Lloyd's- Incumbant				
2.					
3.					
4.					
5.					

**CLIENT REFERENCES FORM**

Provide specific references for at least five customers (preferably public entities), including customers served by the firm's nearest office to the Authority. They should be of similar size, complexity and magnitude to the Authority. Additional references may be provided.

***Please copy this page and repeat for each of your five references.***

Agency Name: \_\_\_\_\_

Name & Address of Account: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Principal Contact and Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Email: \_\_\_\_\_

Year agency retained by client: \_\_\_\_\_

Date services last performed for account (if current, so indicate): \_\_\_\_\_

Estimated Premium: \_\_\_\_\_

Property Insurance TIV: \_\_\_\_\_

Description of Property Insurance Program:  
\_\_\_\_\_  
\_\_\_\_\_

Other lines of insurance placed:  
\_\_\_\_\_  
\_\_\_\_\_

Description of services provided.  
\_\_\_\_\_  
\_\_\_\_\_

Additional Comments:  
\_\_\_\_\_  
\_\_\_\_\_

**DECLARATION AND PROPOSAL GUARANTEE**

- 1. Name of Respondent: \_\_\_\_\_  
(Typed or Printed: Firm, Corporation, Business or Individual)
- 2. Name of Contact Person: \_\_\_\_\_
- 3. Our local (to Tampa, Florida) business and mailing address is:  
\_\_\_\_\_  
\_\_\_\_\_
- 4. Our primary business address is:  
\_\_\_\_\_  
\_\_\_\_\_
- 5. Federal I.D. Number: \_\_\_\_\_
- 6. Our present business phone number is: ( \_\_\_\_\_ ) \_\_\_\_\_
- 7. Our present fax number is: ( \_\_\_\_\_ ) \_\_\_\_\_
- 8. Our present e-mail address is: \_\_\_\_\_
- 9. Our business has been operating under its present name since: \_\_\_\_\_

**The below named Respondent affirms and declares:**

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

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

ATTEST:	RESPONDENT
_____	By: _____ (SEAL)
Witness	(Authorized Signature)
_____	By: _____
Witness	(Printed Name of Signer)
_____	_____
Date Signed	(Title of Signer)

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

**ACKNOWLEDGMENT OF PROPOSER, IF A CORPORATION**

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

SS

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

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

WITNESS my hand and official seal the date aforesaid.

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

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

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

\_\_\_\_\_  
Type of identification produced \_\_\_\_\_

**(NOTARY’S SEAL)**

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

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

SS

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

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

WITNESS my hand and official seal the date aforesaid.

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

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

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

\_\_\_\_\_  
Type of identification produced \_\_\_\_\_

**(NOTARY’S SEAL)**



**ACKNOWLEDGMENT OF PRINCIPAL, IF 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.

NOTARY PUBLIC:

Sign: \_\_\_\_\_

Print/Type: \_\_\_\_\_

SEAL

**LEGAL STATUS OF PROPOSER**

This Proposal is submitted in the name of:

(Print) \_\_\_\_\_

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

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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

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

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

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

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

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

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## SWORN STATEMENT ON DISCLOSURE OF RELATIONSHIPS

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

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

2. This sworn statement is submitted by: \_\_\_\_\_  
\_\_\_\_\_  
(Name of entity submitting Statement)

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

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

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

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

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

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

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

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

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

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

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

Name of Affiliate  
or entity

Name of TSA Board Member  
or employee

Relationship

---

---

---

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

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

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

TSA OF \_\_\_\_\_

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

NOTARY PUBLIC

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

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

Notary Public, State at large  
My Commission Expires:

(Seal)

**ACKNOWLEDGMENT OF ADDENDA (If applicable)**

I, \_\_\_\_\_, on this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_ hereby  
acknowledge receipt of any and all Addenda Notices hereby issued in regards to this RFQ #18-01 for  
Insurance Agent Services.

Addenda Numbers Received:

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

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

SIGNATORY'S NAME: \_\_\_\_\_

SIGNATORY'S TITLE: \_\_\_\_\_

COMPANY/OFFEROR: \_\_\_\_\_

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

1. This statement is submitted with Request for Proposal #18-01. Insurance Agent Services.
2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the Authority for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tied Proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
  - a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for specifying the actions that will be taken against employees for violations of such prohibition.
  - b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
  - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (A).
  - d. In the statement specified in subsection (A), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
  - e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
  - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

RESPONDENT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## RFQ CHECKLIST

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

- Procurement Summary and Respondent Registration (not required in Response) – Page 3
- Cover Page(s) and Table of Contents – Page 10
- RFQ Submission Form for Property/Casualty Insurance Agent of Record Response – Pages 21-29
- Client References Form – Page 30
- Declaration and Proposal Guarantee – Page 31
- Acknowledgment of Proposer, If a Corporation (if applicable) – Page 32
- Acknowledgment of Proposer, If a Partnership or Individual (if applicable) – Page 32
- Acknowledgment of Principal, If a Corporation (if applicable) – Page 33
- Legal Status of Proposer – Page 34
- Sworn Statement on Disclosure of Relationships – Page 35-36
- Acknowledgment of Addenda, (if applicable) – Page 37
- Preferences to Businesses with Drug-Free Workplace Programs Under Section 287.087, Florida Statutes – Page 38
- RFQ Checklist – Page 39
- Acknowledgement or Comments/Deviations of Sample Contract –Pages 40-49
- Statement of No Bid (Complete this form only if not submitting a bid) –Page 50

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

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

**-SAMPLE CONTRACT-**

**PLEASE ACKNOWLEDGE GENERAL ACCEPTANCE OR PROVIDE COMMENTS**

**Services/Consulting Agreement**

Between

**Tampa Sports Authority** (hereinafter referred to as “Authority”)

Tampa Sports Authority  
4201 North Dale Mabry Highway  
Tampa Florida 33607

and

\_\_\_\_\_ (hereinafter referred to as “Consultant” )

(address)

\_\_\_\_\_

This Services/Consulting Agreement (“Agreement”) shall be in effect as of \_\_\_\_\_, 20\_\_ (“Effective Date”) and is for the performance of services relating to Insurance Agent Services.

**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: Included in RFQ 2018-01, its related Addenda, and the Consultants response to the RFQ.
2. Controlling documents: The terms of this Agreement and any Addenda hereto govern, in addition to any documents listed below:
  - a. Responsive bid or RFQ proposal and all accompanying documents submitted by Consultant and accepted by Authority.
3. In the event of a conflict or inconsistency between this Agreement and the documents listed under this Article II 2.a., the terms and provisions of this Agreement shall prevail.
4. Time is of the essence in the performance of this Agreement.

ARTICLE III. TERM. Unless terminated earlier under other provisions hereof, the term of this Agreement shall extend from the Effective Date until April 1, 2021, 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 two additional term(s) of one year(s) each. Otherwise, this Agreement may only be extended beyond the initial Term upon the written agreement of both parties.

ARTICLE IV. PAYMENT. For such services, Authority agrees to pay to Consultant as follows:

**TBD**

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.

ARTICLE V. 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 VI. INDEMNITY AND INSURANCE.

1. Indemnification

- a. It is agreed that this is not a construction contract under Section 725.06, Florida Statutes, or a Design Professional Contract under Section 725.08, Florida Statutes.
- b. 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 and volunteers, RJS Stadium Condominium Association, Inc., Hillsborough County, Florida 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 whether or not a lawsuit is filed, including costs, expenses, attorneys' and experts' fees, prior to and at trial and on appeal (collectively, "Claims") for damage to property or bodily or personal injuries, including death, sustained or asserted to have been sustained by any persons or entities, which damage or injuries are alleged or claimed to have arisen, in whole or in part, directly or indirectly through or in connection with:
  - i. The performance of this Agreement (including amendments thereto) by Consultant; or
  - ii. The failure of Consultant to comply and conform with applicable laws; or
  - iii. Any negligent act or omission of the Consultant, whether or not such negligence is claimed to be either solely that of the Consultant or to be in conjunction with the claimed negligence of others including that of any of the Indemnified Parties; or
  - iv. Any reckless or intentional wrongful act or omission of the Consultant.
- c. 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.

2. Insurance

- a. Consultant shall maintain insurance policies as required by the contract documents listed in the attached INSURANCE REQUIREMENTS exhibit.

ARTICLE VII. GOVERNING LAW. Authority is an equal employment opportunity employer and 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 ordinances of Hillsborough County or 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 VIII. 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 effected only through a written modification to this agreement.

ARTICLE IX. ENTIRE AGREEMENT AND MODIFICATION. This Agreement constitutes the complete agreement of the parties, supersedes all prior agreements pertaining to the subject matter hereof, and no representations, 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 made in writing and signed by the Authority and the Consultant.

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

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

1. **Notices:** All notices must be in writing and delivered in person by hand, by certified mail, or by email to the address listed on the front page of this Agreement. Notices not delivered by hand 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, drawings, surveys, 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 Authority's 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 XII. 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 XIII. DISPUTES/ATTORNEYS FEES. In the event of a dispute arising under or relating to the enforcement or interpretation of this Agreement, in any lawsuit brought by a party hereto, 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 XIV. WAIVER OF JURY TRIAL. **BOTH PARTIES DO HEREBY KNOWINGLY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY AS TO ANY DISPUTE RELATING TO OR ARISING OUT OF THIS AGREEMENT.**

ARTICLE XV. 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 XVI. 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.

In witness hereof, the parties have executed this Agreement:

**Tampa Sports Authority:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

and

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

*Approved as to Form and Legality:*

\_\_\_\_\_  
By: \_\_\_\_\_  
*General Counsel, Tampa Sports Authority*

**Consultant:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

## **SAMPLE CONTRACT (Cont.) - INSURANCE REQUIREMENTS**

During the life of this Agreement, the Consultant 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 Consultant 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 Consultant 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. Consultant 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 Consultant, 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 "claims made" form as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

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

**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 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.

Any deductible or self-insured retention which is applicable any required insurance provided by Consultant must be fully disclosed to, and approved by, the Authority. To the extent any required insurance is subject to any deductible or self-insured retention, Consultant shall be responsible for paying on behalf of the Authority (and any other person or organization Consultant has, in these Insurance Requirements, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

The Consultant shall make written acknowledgement to the Authority, seven (7) days prior to their use, if the engagement will utilize or involve any products/planned events that may introduce risks to the facility, employees, or patrons. These items include but are not limited to the use of staging, animals, rides, fireworks, pyrotechnics, service of alcohol, or use of products that may pollute or harm the environment. The Authority reserves the right to require additional insurance coverages to accommodate these added exposures.

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

## **INSURANCE COVERAGE AND LIMIT REQUIREMENTS**

- A. **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 Consultant 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.

- B. **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**

- C. **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**

- D. **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:**

**\$3,000,000 Combined Single Limit Each Occurrence and Aggregate**

**END SAMPLE CONTRACT**

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

RFQ Number: 18-01  
Title: Insurance Agent Services

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

If you elect not to submit a bid/proposal, please indicate the reason below and either  
Email this form to: [djones@tampasportsauthority.com](mailto:djones@tampasportsauthority.com) OR  
Fax this form to: 813-350-6611 OR  
Mail this for to the address above.

- We do not offer this product/service or an equivalent
- Our schedule would not permit us to perform
- Insufficient time to respond to solicitation
- Unable to meet specifications
- Specifications not clear
- Unable to meet bond and/or insurance requirements
- Specifications “too tight”/restrictive (i.e. geared to a specific brand or manufacturer)
- Sub-Contractor (submitted bid to General Contractor)
- Other (please explain below):

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We understand that if the "No Bid" letter is not executed and returned, our name may be deleted from the list of qualified respondents for the Tampa Sports Authority.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME (PRINTED): \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

FEDERAL TAX ID#: \_\_\_\_\_

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