



PURCHASING DEPARTMENT

4201 N. Dale Mabry Highway
Tampa, Florida 33607
(813) 350-6511
Fax (813) 350-6611

REQUEST FOR PROPOSALS

24 HOUR BUILDING SECURITY AT RAYMOND JAMES STADIUM

Date: November 3, 2010

Proposal No.: 11-02

A **Mandatory Pre-Proposal Conference** will be held by the Purchasing Department at the Tampa Sports Authority offices located at Raymond James Stadium, 4201 N. Dale Mabry Highway, Tampa, Florida 33607 at:

10:00 A.M. EST on MONDAY, NOVEMBER 29, 2010

at which time the requirements for a multi-year contract for 24 Hour Building Security at Raymond James Stadium will be discussed.

Sealed Proposals will be received by the Tampa Sports Authority's, Purchasing Department, 4201 N. Dale Mabry Highway, Tampa, FL 33607, until:

10:00 A.M. EST on THURSDAY, DECEMBER 9

at which time proposals will be opened for:

24 Hour Building Security at Raymond James Stadium

Said proposals must conform to the requirements outlined in the Request for Proposal. The Authority reserves the right to reject any and all proposals and to waive minor informalities.

Enclosed as part of the Request for Proposals are:

- Section I General Terms and Scope of Services
- Section II Instructions and General Provisions
- Section III Special Conditions & Proposer Prerequisites
- Section IV Proposal Format & Requirements
- Section V Estimated Yearly Personnel & Staffing Hours and Cost Proposal

Appendices/Schedules

- A. Acknowledgment of Proposal
- B. Acknowledgment of Addenda
- C. Preference to Businesses with Drug Free Workplace Programs
- D. Insurance Requirements

If you elect to respond to this Request for Proposals, **provide one (1) bound original and seven (7) bound copies and one (1) unbound copy of your proposal to this office by the date indicated.** Please mark the original.

All questions or requests for additional information are required to be in writing and may be faxed to 813-350-6611 or e-mailed to djones@tampasportsauthority.com. Any verbal responses to questions or changes or additions to the Scope of Services or any part of this Request for Proposal will not be binding on the Authority or its representatives. Only changes or additions made by Addenda issued by the Tampa Sports Authority through written notice should be considered for your proposal submittal. All written responses will be shared with all potential proposers who attend the "Mandatory Pre-Proposal Conference". **Questions must be submitted, in writing, via email or facsimile by Monday, December 6, 2010 not later than 1:00 p.m. EST.**

Faxed and late proposals will be rejected.

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Section I

Scope of Services

Section I

Scope of Services

1. Scope of Services

Selected Proposer will employ qualified individuals to provide general supervision and enforcement of Raymond James Stadium (hereinafter referred to as "Stadium") policies. Proposer shall provide personnel to secure premises 24 hours per day, 365 days per year. Personnel at Tampa Sports Authority's facility (hereinafter referred to as "Authority") shall include, but not be limited to, Site Supervisor, Shift Supervisor, 24 Hour Armed Security officers and 24 Hour Unarmed Security officers. The duties of these positions include, but are not limited to:

- A. Controlling access onto the Stadium perimeter
- B. Vehicle access and pedestrian access into the Stadium
- C. Monitoring Stadium property from Martin Luther King to Columbus and from Himes Avenue to North Dale Mabry
- D. Monitoring Closed Circuit Television (hereinafter referred to as "CCTV") system
- E. Monitoring inside of Stadium
- F. Vehicle checks at Guard House
- G. Distribution of visitor's credentials and parking passes
- H. Monitor swipe card access and keypad controls
- I. Routinely inspect all access doors to be securely locked

Proposer shall recruit, train, supervise, direct, discipline, and if necessary, discharge personnel working on Proposer's behalf for Authority. Employees and service providers will adhere to Authority's practices and policies including grooming standards, drug abuse, smoking, eating, using offensive language, fighting, etc. Proposer shall cause all of its employees and service providers to behave in a friendly, respectable and courteous manner towards all guests, patrons, Authority staff and management.

Stadium policies will be enforced at all times. The proper warnings will be given to the extent of ejection if not followed. Any further confrontation or disturbance will be referred to officers of the Tampa Police Department or deputies of the Hillsborough County Sheriff's Department.

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

2. Purpose

- A. As directed by the Governing Board of the Tampa Sports Authority, the TSA has issued this solicitation in order to find a highly qualified security company to perform 24 hour building security operations for Tampa Sports Authority at Raymond James Stadium.
- B. The TSA's objectives are to:
 1. Find a qualified security company to perform duties set forth in the Request for Proposal (RFP).

Section II

Instructions & General Provisions

Section II

Instructions & General Provisions

1. Intent

The intent of this Request for Proposals ("RFP") is to solicit offers from qualified companies to enter into a multi-year contract for 24 hour building security services.

2. Preparation of the RFP

Proposers are expected to examine this RFP and all related documents. Failure to do so is at the Proposer's risk. Each Proposer shall furnish the information required by the RFP.

The Proposer shall retain a copy of all documents for future reference. All proposals must be signed with the company or firm's legal name and by an officer or employee having authority to bind the company or firm by his or her signature.

3. Submission or Receipt of Proposals

One (1) bound original and five (5) bound copies and one (1) unbound copy of the proposal shall be enclosed in a sealed envelope or carton clearly marked:

**RFP #11-02
24 Hour Building Security at Raymond James Stadium**

and delivered in person, by messenger, or by U.S. Mail to:

Tampa Sports Authority
Attn: Purchasing Department
4201 N. Dale Mabry Highway
Tampa, FL 33607

Proposals will be received no later than:

Time: **10:00 a.m. (EST)**
Date: **Thursday, December 9, 2010**

Proposals not so marked may be routed as routine mail and may not be delivered to the Purchasing Department on time.

Facsimile or e-mail proposals **will not** be considered; however, proposals may be modified by facsimile notice provided such notices are received prior to the hour and date specified in the RFP.

Late proposals and modifications will not be considered. Failure to follow the instructions in the RFP is cause for rejection of offer.

All proposals shall be signed in ink by the individual owner or authorized principal of the Firm.

4. Insurance

The successful Offerer must provide a Certificate of Insurance in accordance with Insurance Requirements prior to execution of the Contract. (See attached Appendix D)

5. Right to Reject Proposal

The Authority reserves the right to reject any or all proposals for any reason and to disregard typographical, mathematical, or obvious errors. The Authority will not pay any costs incurred by any Offerors in the preparation of proposals or presentations.

6. Explanations

Explanations or instructions shall not materially alter the RFP unless they are in writing. Oral explanations or instructions given before the award of the Agreement will not be binding. If necessary, a written addendum to the RFP will be issued by the Tampa Sports Authority through email or facsimile and will be posted to our website at www.tampasportsauthority.com.

All questions or requests for additional information are required to be in writing and may be faxed to 813-350-6611 or e-mailed to djones@tampasportsauthority.com no later than Monday, December 6, 2010 not later than 1:00p.m. EST.

7. Ex Parte Communication

In order to ensure fair evaluation of proposals, ex parte communication initiated by offerors is prohibited from the time the responses are opened until a final decision has been made. No offeror 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 an offeror after the responses are opened must be in writing to:

**Deltecia Jones, Senior Procurement Analyst
Purchasing Department
4201 N. Dale Mabry Highway
Tampa, FL 33607
813-350-6611 Fax
djones@tampasportsauthority.com**

The Evaluation Committee may, however, initiate communication with any offeror in order to obtain additional information or clarification necessary for fair evaluation of their proposal. Ex parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Requests for Proposals.

8. Omissions

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

9. Acceptance of Offer

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

10. Evaluation Criteria

The following six (6) criteria and associated point values are the basic framework for the evaluation of each proposal. Therefore, as only the framework for the evaluation, it is the responsibility and incumbent upon every proposer to provide through their proposal any/all specific information to the Selection Committee through your written proposal that demonstrates to each Committee Member your firm's ability to perform and provide satisfactory service to the TSA.

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

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

POINT SYSTEM FOR EVALUATION WITH ASSOCIATED CRITERIA:

A.	<u>Responsiveness to RFP</u> Following proposal format, clarity of proposal, ability to Explain complex ideas.	0 – 5 Points
B.	<u>Ability Presentations</u> Oral and written presentation skills.	0 – 5 Points
C.	<u>Organization of firm</u> Size, structure and organization, key personnel committed to service.	0 – 10 Points
D.	<u>Demonstrated Experience/Training</u> Documentation of similar projects performed, references, Government experience, financial/other resources, Training/safety/quality programs.	0 - 30 Points
E.	<u>Ability To Perform/Management Plan</u> Line item budget submittal, staffing and salary structure. Job Descriptions, post orders	0 – 25 Points
F.	<u>Total Financial Package</u>	0 – 25 Points
	Total Possible Points	100

11. Proposal Evaluation

The proposals will be evaluated based on the factors set forth in the RFP and may be reduced to four or fewer Contractors. Discussions may be conducted with these

Contractors to further clarify the Authority's requirements and the Contractors' proposals. Contractors may be required to make presentations.

A. Evaluation and Selection Process:

1. A selection committee hereinafter referred to as the "Committee" will be established to review and evaluate each proposal submitted in response to this Request for Proposal (RFP). The Committee will be comprised of at least three (3) persons with background, experience, and/or professional credentials in relative service areas. The Purchasing Department will distribute to each member of the committee a copy of each technical proposal. During the evaluation process, the Purchasing Department will conduct examinations of proposals for responsiveness to requirements of the RFP. Those determined to be non-responsive will be automatically rejected.
2. The selection committee will short-list up to four (4) proposers deemed most responsive to the RFP. Oral presentations will be scheduled for the short-listed Proposers. The person each Proposer intends to designate as its Site Supervisor at Raymond James Stadium shall be present at the oral presentation to be interviewed by the selection committee.
3. Following the oral presentation the selection committee will rank the top three (3) proposers in order of preference and will negotiate a contract with the No. 1 ranked Proposer for approval by the Authority's Board. In the event the committee and the No. 1 Proposer are unable to agree on the term of a contract with five (5) days after the selection of the No. 1 Proposer, the committee will terminate negotiations with the No. 1 Proposer and commence negotiations with the No. 2 Proposer.
4. Following approval of the contract by the selected Proposer and the selection committee, it will be submitted to the Authority's Board for approval.

12. Selection

Proposals received at submittal deadline will be reviewed first by the Purchasing Department to determine if each proposer has submitted the required information and/or met any/all mandatory requirements. Those proposals found to be non-responsive to the basic submittal requirements shall be rejected from further consideration.

Those proposers fulfilling the basic submittal requirements shall be referred to the Selections Committee for review and further consideration.

The Selection Committee shall meet to Shortlist and then Final Rank each firm proposing. The rankings shall be the result of each selection committee member scoring each firm against the criteria listed herein. The members shall then total the scores for each firm and assign a ranking based on their scoring totals. The rank order assigned by each evaluator will be recorded and an overall committee ranking will be established. This recommendation shall be brought before the TSA Board of Directors for their approval in order to commence negotiations, as required.

Pending successful contract(s) negotiations, the formal contracts will be returned to the TSA Board of Directors for execution.

The TSA retains the right, should the TSA determine the negotiations have not been successful, to return to the next highest ranked firm(s) and begin new renegotiations. This process may continue until such time the TSA has determined the negotiations to be successful.

Summary: *All proposers shall be advised that the Selection Committee may determine that oral presentations, additional written information, internal staff analysis and presentations, outside consultants and/or any other information may be requested by the Selection Committee at any time during the selection process in order to help the committee determine the Shortlist and final ranking of firms and/or approaches. The Selection Committee may determine, as the result of additional information, that the impact of this information is significant and shall be accorded as such and may be incorporated into the Shortlist scoring and/or ranking at the discretion of the Committee. If requested, the presentations will be conducted on **Monday, December 20th, 2010 at estimated 8:00am, 10:00am, 1:00pm and 3:00pm.** (Note: Your Company will be notified of your interview time slot via email or phone call).*

13. Tentative Schedule

Solicitation/Advertising	November 7 th & 14 th , 2010
Mandatory Pre-Proposal Conference/Walk-thru	November 29, 2010 @ 10am
Deadline for Questions.....	(not later than 1:00 p.m. EST) December 6 th , 2010
Proposal Due Date/Opening.....	December 9, 2010 @ 10am
Shortlist Meeting	December 13 th , 2010 @ 10am
Interviews/Presentations	December 20 th , 2010 (times listed above)
Final Ranking Meeting.....	December 21 st , 2010 @ 10am
Board Approval	January 24, 2011 @ 4pm

14. Authority Reservations and Responsiveness of Proposals

The Authority reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of the Authority's official file, without obligation to the Authority.

15. Responsiveness of Proposals

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

16. Award Without Discussion

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

17. Award of Contract/Agreement

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

18. Modification or Withdrawal of Offer

An offer may not be modified, withdrawn, or canceled by the Contractor for 90 days following the time and date designated for the opening of proposals (except when requested by the Authority for clarification, presentation or best and final offers) and the Contractor so agrees by submitting its proposal.

Proposers may request withdrawal of a posted, sealed Proposal prior to the scheduled opening time provided the withdrawal request is submitted to the Purchasing Department in writing via email, in person or by facsimile.

19. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the Authority's Purchasing Department. Should it be found necessary, a written addendum will be incorporated in the RFP and will become part of the Proposal/Contract. The Authority will not be responsible for any oral instructions, clarifications, or other communications.

20. Disqualification

The Authority reserves the right to disqualify offers before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Contractors.

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

- A. Failure to use the proposal form furnished by the Authority
- B. Lack of signature by an authorized representative on the proposal form
- C. Failure to properly complete proposal
- D. Omission of Proposal guarantee (if applicable)
- E. Unauthorized alteration of RFP form. Authority reserves the right to waive any minor informality or irregularity

Proposals may be rejected or disqualified if more than one Proposal is received from a Proposer. Such duplicate interest may cause the rejection of all Proposals in which such Proposer has participated. Sub consultants may appear in more than one Proposal.

21. Due Diligence

Due care and diligence has been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of

the required information. It is the responsibility of the offeror to ensure that they have all the information necessary to effect their proposal. The Authority will not be responsible for the failure on the part of the offeror to determine the full extent of the risk exposure and scope of work required to effectively perform under contract. Offerors are expected to examine the conditions, scope of work, special conditions, technical specifications, and all instructions pertaining to services involved. Failure to do so will be at offeror's risk.

22. Taxes

The Authority does not pay Federal Excise and Sales Taxes or State Excise and Use Taxes. Tax Exemption Certificate will be provided upon request.

23. Governmental Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the services offered in this proposal prior to their beginning of work, it shall be the responsibility of the successful offeror to notify the Tampa Sports Authority at once, indicating in writing the specific regulation which required an alteration. Authority reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to Authority.

24. Advertising

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

25. Excess Re-Procurement Liability

Contractor shall be liable to Authority for all expenses incurred by Authority in re-procuring elsewhere the same or similar services offered by Contractor hereunder, should contractor fail to perform. Such re-procurement expense obligation by Contractor shall be limited to the excess over the agreed upon price.

26. Public Records Law

Offeror shall treat all documents concerning its contractual obligations under this Agreement as public records and abide by the Florida Laws governing public records.

27. Compliance with Laws

Offeror shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Laws relating to nondiscrimination in employment, the furnishing of equal employment opportunity and environmental Laws. Contractor shall also comply with Authority policies and procedures including but not limited to policies and procedures related to security and internet access.

28. Assignment and Sub-Letting

No assignment of the contract or any right occurring under this contract shall be made in whole or part by the Contractor without the express written consent of the Authority's Board of Directors. In the event of any assignment, the assignee shall assume the liability of the Contractor.

29. Governing Law; Consent to Jurisdiction

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto:

- (a) Irrevocably submits itself to the exclusive jurisdiction of the Circuit Court of the State of Florida, Hillsborough County, and the jurisdiction of the United States District Court for the Middle District of Florida, for the purposes of any suit, action, or other proceeding arising out of, or relating to, this Agreement;
- (b) Waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action, or other proceeding, (1) any claim that is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever or that its property is exempt or immune from setoff, execution, or attachment, either prior to judgment or in aid of execution, for any reason whatsoever; and (2) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum or that the venue of such suit, action, or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

30. Attorney's Fees

In the event either party employs an attorney to enforce any of the conditions of this agreement or to enforce any covenants hereunder or to enforce any of the rights, remedies, privileges, or options at law or in equity; the prevailing party shall be entitled to reimbursement from the non-prevailing party of all legal costs and expenses incurred or paid by the prevailing party in so doing, including without limitation, all attorney and paralegal fees and costs if the matter is settled by legal action at the trial court level and at any and all appellate court levels in all matters of collection, enforcement, construction, and interpretation, as well as appearances in and connected with any bankruptcy proceedings or creditors' reorganization or similar proceedings

31. Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

32. Hold Harmless

The Contractor agrees to indemnify, hold harmless, and defend Authority of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims whatsoever for personal injuries or property damage caused by the negligent or deliberate act or omission of the Contractor, its agents, officers, employees, and all other persons as a result of the performance of the services.

This includes claims made by the employees of the Contractor against the Tampa Sports Authority and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This shall not be construed in any way as a waiving of any immunity the Authority may have under the Doctrine of Sovereign Immunity or of 768.28, Florida Statutes.

33. Collusion Clause

Any evidence of agreement or collusion among proposers and prospective proposers acting to illegally restrain freedom of competition by agreement to submit a fixed price, or otherwise, will render the proposals of such Proposers void.

Advance disclosures of any information to any particular Proposer which gives that particular Proposer any advantage over any other interested Proposer, in advance of the opening of proposals, whether in response to advertising or an informed request for proposal, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that particular request for proposals.

34. Drug Free Workplace

Preference shall be given to businesses with drug-free workplace programs in accordance with Section 287.087, Florida Statutes. 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 proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied offerors have a drug-free workplace program.

35. Public Entity Crimes

A person or affiliate 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 contractor, supplier, subcontractor, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

36. Employee Conflict

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

37. Disputes and Complaints

All complaints or grievances shall be in accordance with the Tampa Sports Authority policies and procedures.

38. Termination of Contract

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

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

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

39. Default of Contract

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

40. Addenda

If, with respect to this Request for Proposal, any addenda are issued, they will be sent by US Mail to all prospective proposers who obtained this Request for Proposals. However, it shall be the responsibility of each proposer to ensure that they obtain all addenda and attach same to their proposal.

41. Exceptions

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

42. EEOC/WMBE/DM/DWBE/SBE

The Authority is an equal employment opportunity employer and encourages the firms and contractors with whom it does business to likewise follow these principles.

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

43. Qualification of Proposers

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

44. Qualifications of Key Personnel

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the specifications. Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise accepted by the Authority. Where State of Florida registration or certification is deemed appropriate, a copy of the registration or certificate should be included in the proposal package.

45. Licenses and Permits

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

46. Authorized/Licensed to Conduct Business in the State of Florida

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

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

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

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

47. Review of Facilities and Qualifications

After the proposal due date and prior to contract execution, the Authority reserves the right to perform or have performed an on-site review of the Proposer's facilities and qualifications. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer has an adequate, qualified, and experienced staff, and can provide overall management facilities. The review may also serve to verify whether the Proposer has financial capability adequate to meet the contract requirements. Should the Authority determine that the proposal has material misrepresentations or that the size or nature of the Proposer's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Authority has the right to reject the proposal.

48. Damage

In the event any materials, equipment, or other property of the Authority shall be lost, damaged or destroyed by personnel furnished by the Proposer, Proposer shall, at its own expense, promptly repair or replace it to the complete satisfaction of the Authority.

49. Attachment to RFP Submittal – CONFIDENTIAL MATERIAL

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Request for Proposals, RFP #11-02 – Confidential Material". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

50. Copyrighted Material

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

51. Paper Accompanying Proposal

The Proposer submitting its proposal understands the contract is one entire individual contract for the performance of all the services required thereunder, and is not separable.

The Proposer's full and complete payment for such services is the price for 24 Hour Building Security Services at Raymond James Stadium. The following pages must accompany each proposal:

A. If the Proposer is a corporation:

A copy of its Certification of Incorporation with a written declaration signed by the secretary of the corporation, with the corporation seal affixed thereto, attesting that the copy furnished is a true copy of the Certificate of Incorporation as of the date of the opening of the proposals.

B. If the Proposer is not incorporated under the laws of the State of Florida

He/she must provide an affidavit evidencing the Proposer's legal qualifications to do business in the State of Florida.

C. If the Proposer is a partnership

A statement of his/her residence may be on the page following the proposal.

D. If the Proposer is an individual

A statement of his/her residence may be on the page following the proposal.

E. A Current balance sheet

Must be included showing the net worth of the Proposer, in accordance with generally accepted accounting principles (GAAP).

52. Wage Adjustment

Tampa Sports Authority will pay to Proposer, during the period of the Agreement, wage schedule adjustment in the event of any increase in the minimum wage established under the Fair Labor Standard Act of the United States of America, and upon written notice from Proposer that the minimum wage increase raised the employees' hourly rate by the minimum wage increase amount. The Maximum increase will be the difference between the new minimum wage and the old minimum wage (ex. \$6.00/hr-\$5.15/hr= \$.85) plus related social security and Medicare costs.

53. Adjustment to Hourly Rates

In the event the Authority elects to renew the contract for an additional two-year period, the hourly rates during the extended term shall be increased by an amount equal to the hourly rates during the initial term multiplied by a fraction, the numerator of which shall be the level of the CPI for the month ending six (6) months prior to the effective date of the renewal term and the denominator of which shall be the level of the CPI for the month ending eighteen (18) months prior to the effective date of the renewal term. In the event the CPI has decreased during such period, the hourly rates shall be decreased by the percentage of such decrease. As used herein, "CPI" shall mean the Consumer Price Index for the South Urban Region, All Items - All Urban Wage Earners and Clerical Workers published by the United States Department of Labor, Department of Labor Statistics. Notwithstanding the foregoing, in no event shall the increase or decrease in hourly wages exceed six (6) percent.

54. Contract Period

The term of this contract shall be for a three (3) year period from the effective date of the Authority's Notice to Proceed. At the sole option of the Authority, this contract may be renewed for one (1) additional two-year period, at the same terms and conditions, except for any adjustment in hourly rates pursuant to Section 60, below.

55. Employment Requirements

Proposer will screen all employees and require satisfactory personal references, fingerprinting and other appropriate measures to determine that employees are of good character. All security officer personnel shall have a Class D unarmed license and a Class G armed license (hereinafter referred to as "license") as required by the laws of the State of Florida.

56. Summary

Tampa Sports Authority's goal has been to become the premiere "Public" facility in the southeast United States. Because of these goals and objectives, the management standards have been set extremely high but allowing management staff to perform within budgetary constraints.

It is felt that these goals and objectives are being achieved under the present system. It is of the utmost importance that these goals and objectives continue to be met under any management program, providing the best possible golfing experience for the residents and visitors to the Tampa Sports Authorities Golf facilities.

The contents of this proposal submitted by the successful contracting firm and this request for proposals will become a part of any contract award as a result of these specifications. The successful contractor or firm will be expected to sign a contract with Tampa Sports Authority.

Section III

Special Conditions & Proposer Prerequisites

Section III

Special Conditions & Proposer Prerequisites

1. Intent

The intent of this Request for Proposals (“RFP”) is to solicit offers from highly qualified companies to enter into a multi-year contract for 24 hour building security services at Raymond James Stadium.

2. Effective Contract Term

The term of this contract shall be for a three (3) year period from the effective date of the Authority's Notice to Proceed. At the sole option of the Authority, this contract may be renewed for one (1) additional two-year period, at the same terms and conditions, except for any adjustment in hourly rates pursuant to Section II; Number 60.

Contract may be renewed for one (1) additional 2 year term after the initial 3 year period of performance. This renewal is based upon agreeable terms negotiated beginning 90 days prior to expiration date. If agreeable terms are not met, the Authority will notify the Contractor in writing of non-renewal 60 days prior to the expiration date.

3. Terms and Conditions

Offeror warrants that terms and conditions are firm for the agreement period as stated in the Request for Proposals (“RFP”).

4. No Liens

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

5. No Waiver

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

6. Performance

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

7. Safety Standards

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

8. Unauthorized Personnel

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

9. Use of Authority Property, Facilities and Equipment

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

10. Locks, Keys & Garage Door Openers

Access to Authority facilities shall be in accordance with instructions, keys and/or security cards issued or provided by the Authority representative. Access may include special instruction about security systems installed at facilities. The Contractor shall take all reasonable precautions to ensure that security of the facilities and internal equipment, furnishings and other items are maintained at all times.

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

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

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

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

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

11. Damage

Contractor shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work.

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

12. Relationship of Parties

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

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

13. Blanket Purchase Agreement

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

14. Proposer's Responsibility

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

It will be assumed that the Proposer has made necessary review and investigation to determine conditions that may be encountered in performing the services as required by these specifications, and be considered as evidence of compliance with the above. The Authority will in no case be responsible for any loss or unanticipated cost to the Proposer that may result from the Proposer's failure to do so.

15. Pre-Proposal Conference

The Tampa Sports Authority will hold a **Mandatory** Pre-Proposal Conference and Walk-Thru on **Monday, November 29, 2010 at 10:00a.m.** in the Tampa Sports Authority Boardroom located at office located at Raymond James Stadium, Entrance "B" off of Himes Avenue, Tampa, FL 33607.

Any person/company representative who arrives 15 or more minutes past the start time for the Mandatory Pre-Bid Conference will not be allowed to attend unless it is deemed by Authority staff to be acceptable. If you are late due to unforeseen circumstances, please call ahead to and make Purchasing aware of your intended arrival time. TSA staff can be reached by dialing (813) 350-6500.

16. Contract

The successful Proposer will be expected to enter into a written contract approved by the Authority's attorneys for the performance of these services. The contract will be based on the following standards/requirements; additional requirements may be determined:

- A. Tampa Sports Authority's Rights of Review and Approval over the following:
 1. Quality of Personnel
 - a. Appearance
 - b. Standards
 2. Site Supervisor
 3. Right to remove Site Supervisor or staff with reasonable cause
 4. Staff must be full-time employees of the Proposer.
- B. Proposer shall provide staffing as requested by the Director of Operations or Designee.
- C. Authority shall have final approval over staffing levels. Authority may request additional staff or require deductions in staff based upon security levels.
- D. Employee Sign In - Proposer shall provide the Authority with detailed weekly sign-in sheets for all shifts worked by the Proposer.
- E. Proposer shall employ only personnel that have been fully and properly trained to perform 24-Hour Security at Authority's facility.
- F. Proposer shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to their employees as may be necessary, including removal of employees from service. Proposers shall employ only competent and orderly employees who will keep themselves neat and clean and accord courteous and competent treatment and service to all patrons. Proposer shall remove from service any employee whose service had been unsatisfactory when requested to do so by Authority.
- G. Authority shall provide maximum notice possible to Proposer on any variance to staffing levels. Proposer shall be able to provide full staffing requirements within 48 hours notice from Authority.
- H. Proposer shall submit a complete operating and incident report within twenty-four (24) hours after servicing any incident to the facility manager. Proposer will certify the accuracy of the report.

- I. A report of any situation/incident/stadium maintenance problem observed by any employee of the Proposer must be turned in to the Shift Supervisor at the end of employee's shift. The Shift Supervisor will issue a copy of the report to the facility manager as soon as possible.
- J. Proposer shall provide various reports and invoices to the Authority. The format and frequency of reporting and invoicing will be mutually agreed upon by Authority and Proposer.
- K. A walkthrough of locations provided will be conducted during the Pre-Proposal Conference on Monday, November 29, 2010 at 10:00 a.m.
- L. Proposer shall be solely responsible for the payment of all wages, salaries and all other amounts due employees, and shall be responsible for the payment of all federal, state, and local employment taxes to include all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment and any group insurance coverage or similar matters.
- M. At no time shall Proposer, or its employees, permit free access to anyone not scheduled to work at event(s) that day. Any Proposer's employees that are attending events as a spectator must park in designated guest/spectator parking, and shall not be allowed to use employee parking.
- N. Proposer agrees that there shall be no discrimination against any person with respect to opportunity for employment on the basis of national origin, age, sex, race, religion or disability and agrees to comply with all applicable state and federal laws relating to employment practices.
- O. All 24-Hour Security personnel shall be certified in CPR and defibrillator training.
- P. The Site Supervisor will be expected to hold office hours on-site Monday thru Friday from 7 am to 3 pm. on a yearly basis. The Site Supervisor will be expected to attend all certain meetings as listed below unless the Authority approves the Site Supervisor's absence:
 - 1. Operational Staff Meetings (as requested)
 - 2. Partnering Luncheons (monthly)
 - 3. Operations Partnering Meetings (as requested)
- Q. The Agreement may be terminated for cause at any time by the Authority by giving written notice prior to the desired termination date with such notice directed to the main office of the Proposer.
- R. Contract will include an appropriate cross-indemnity provision.
- S. Proposer will conduct periodic inspections of the interior and exterior of the stadium for any maintenance related issues. (e.g. lights out, leaks, broken signs, etc.)
- T. Proposer shall be the employee a base pay of \$9.50 per hour to be confirmed by the Authority on a periodic basis.

Section III Continued...

Proposer Prerequisites

17. Proposer's Prerequisites

Companies interested in submitting a proposal must meet the following:

A. Major Venue/Public Assembly Experience

Company must be able to demonstrate they have provided 24-Hour security services to a major venue or public assembly facility of the same size and scope as Raymond James Stadium.

B. Communications & Equipment (System provided by Proposer)

1. Approved communications equipment must be supplied with a frequency that the Authority can add to Authority's radios.
2. Proposer will provide radios to all personnel as determined by Authority (approximately 4 radios).
3. The Proposer will supply all necessary office equipment (i.e., IBM compatible computer with Windows XP operating system and Microsoft Office Premium applications, printer, copier, fax machine(s) etc.).
4. The Proposer will be responsible for supplying up to four (4) Nextel phones for communication between Proposer and Authority.
5. The Proposer will be responsible for all telephone service charges incurred during contract period (i.e., 24 Hour Command and Fire Control Room, fax machines).
6. The Proposer will supply all job-related materials, including, but not limited to:
 - a. Flashlights (if needed)
 - b. Wallet-size laminated training certificates
 - c. Three (3) gas-powered golf carts
 - d. Weapons for armed security positions

C. Uniforms:

1. Uniforms shall be provided by the Proposer at the Proposer's sole cost. All employees of the Proposer shall wear the formal uniform of the Proposer. Proposer is responsible for cleaning/maintenance of uniforms.
2. Proposer shall insure that all personnel wear the approved shirt, shoes and trousers at all times while performing duties on the Authority's premises. The uniform must be neat, clean and pressed in order to present the best possible image while on duty.

3. The Proposer will, at a minimum, supply two (2) different uniforms.
 - a. The uniform for the rovers and the guard house shall consist of a traditional button down shirt and polyester style dress pants.
 - b. The uniform for all other positions shall be of a different color and consist of a traditional button down shirt and polyester style dress pants.

D. I. D. Badges

The Proposer is responsible to provide each employee with an I.D. badge and clip. The clip must be of a kind that does not allow the I.D. badge to turn and will be visible at all times (approved by Authority). The Authority's badge maker will produce this I.D. badge and all supplies utilized in producing the I.D. badges will be billed back to the Proposer. Security personnel must wear an I.D. badge in accordance to Section 493.6305 (1).

Note: The Authority must approve all uniform colors and styles. Proposer will be required to submit samples or photography with their Proposals.

Section IV

Proposal Format Instructions

Section IV

Proposal Format

Proposers must submit one (1) original and five (5) copies of the Proposal. The Proposal must be divided into sections and subsections (to include page numbers) and shall address the items listed below in detail in the order as listed. The Proposal must be submitted in a sealed package and labeled RFP #11-02.

1. SCHEDULE I – MANAGEMENT PLAN

- a. **Organization and Management**
 - 1) Organizational Chart
 - 2) Responsibilities of positions listed in Organizational Chart
 - 3) Narrative description of Proposer's staffing plan and location of offices (corporate, branch, local and stadium)
- b. **Proposer's Business History/Experience**
 - 1) Length of time firm has been in the 24 Hour Building Security Services business
 - 2) Comparable contracts currently performing or has performed (locations, dates, client information)
 - 3) Information on similar accounts lost
 - 4) Information on any lawsuits filed against the company in the last five (5) years
 - 5) References from major facilities of similar size and scope
- c. **Site Supervisor Experience**
 - 1) Resume
 - 2) Role of Site Supervisor
- d. **Approach to Hiring Qualified and Experienced Staff**
 - 1) Recruitment methods and procedures outlined (i.e., recruitment sources such as permanent staff)
 - 2) Hiring practices outlined (interviews, background screening, termination practices, performance evaluations and disciplinary practices)
 - 3) Method for maintaining employee records
 - 4) Employee retention/incentive practices outlined
 - 5) Method to ensure Authority's staffing levels are fulfilled
- e. **Training**
 - 1) Detailed description of training sessions, including but not limited to, initial orientations, site orientations, yearly review training
 - 2) Narrative description of training for licensing armed security positions
 - 3) List of training facilitator(s) for sessions listed above including qualifications of each facilitator(s)

- 4) Method for maintaining various certifications (site-specific training, Florida Class D unarmed security license, Florida Class G armed security license, etc.)

2. SCHEDULE II – TECHNICAL PLAN

The Technical Plan must at a minimum, address the following.

- a. **Job Descriptions**
 - 1) Site Supervisor
 - 2) Shift Supervisor
 - 3) Armed Security Officer
 - 4) Unarmed Security Officer
- b. **Post Orders**
 - 1) Sample of Proposer's post orders

3. SCHEDULE III – PRICE PROPOSAL

- a. The Cost Proposal(s) information shall be submitted on the forms provided in the Request for Proposal.

Section V

Estimated Yearly Personnel & Staffing Hours and Cost Proposal

**ESTIMATED YEARLY PERSONNEL
AND STAFFING HOURS**

These numbers below are representative of current staffing numbers used in the past year and subject to change by number of hours, number of positions or number of employees per shift at the request of the Authority.

Shift and Position(s)	Est. Reg. Hours	Est. Days Per Week	Est. Holiday Hours	Est. Number of Weeks	Yearly Total Hours
MORNING SHIFT:					
7 AM - 3 PM:					
Site Supervisor (Rover)	8	7	64	52	2,920
Security (Cameras)	8	7	64	52	2,920
7 AM - 5 PM:					
Security (Sign-In)	10	5	80	52	2,600
7 AM - 6 PM:					
Security (Guard House)	11	5	88	52	2,860
Subtotal					11,300
DAY SHIFT:					
3 PM - 11 PM					
Security (Rover)	8	7	64	52	2,920
Security (Cameras)	8	7	64	52	2,920
Subtotal					5,840
NIGHT SHIFT:					
11 PM - 7 AM					
Security (Rover)	8	7	64	52	2,920
Security (Cameras)	8	7	64	52	2,920
Subtotal					5,840
TOTAL					22,980

COST PROPOSAL

In compliance with the Request for Proposal, the proposer hereby proposes and agrees to perform the services called for in the Agreement at the prices specified herein. The Services shall be performed in an efficient and diligent manner to the satisfaction of the Authority's authorized representative. Prices must include all applicable Federal, State, County and City taxes, along with profit and overhead and any other expenses including, but not limited to, administrative charges.

All administrative overhead (home office, insurance, supplies, etc.) should be carried in the hourly rate schedules of the 24-Hour security services personnel. Proposers should note the rate per man hour shall be based on the time personnel are on post until the time they are released from their post. Time required for sign-in or arrival to post is not included in the billable time.

Proposer shall be responsible to schedule employees such that all time is billed at straight time rates as agreed upon. Authority shall not pay overtime for any employee unless specifically requested by Authority and approved in writing in advance.

Authority's approved holidays are:

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day

Labor Day
Veterans Day
Thanksgiving Day
Christmas Day

COST PROPOSAL: 24-HOUR SECURITY AT RAYMOND JAMES STADIUM

The Cost Proposal is representative of the estimated hours per position for the year:

Proposer shall quote a per employee **HOURLY** rate for the initial thirty-six month period as outlined below:

<u>COLUMN I</u> Positions	<u>COLUMN II</u> Estimated Regular Hours	<u>COLUMN III</u> Regular Rate of Pay	<u>COLUMN IV</u> Regular Hours Total (Cols. IIxIII)	<u>COLUMN V</u> Estimated Holiday Hours	<u>COLUMN VI</u> Holiday Rate of Pay	<u>COLUMN VII</u> Holiday Hours Total (Cols. VxVI)	<u>COLUMN VIII</u> Total for All Hours (Cols. IV+VII)
Site Supervisor	2,920	\$ _____	\$ _____	64	\$ _____	\$ _____	\$ _____
Unarmed Security	19,572	\$ _____	\$ _____	360	\$ _____	\$ _____	\$ _____
TOTALS	22,492		\$ _____	488		\$ _____	
In the box to your right, enter the total for 24-Hour Security Services at Raymond James Stadium which represents the sum of Column IV and Column VII.				\$ _____			

OPTION #1: (Armed) Security

<u>Position</u>	<u>Regular Rate of Pay/Hour</u>	<u>Holiday Rate of Pay/Hour</u>
Armed Security	\$ _____	\$ _____

REVIEW AND ASSESSMENT

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

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

The offeror shall be required before the award of any contract to show to the complete satisfaction of Tampa Sports Authority that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. The offeror may also be required to give a past history and references in order to satisfy Tampa Sports Authority with regard to the offeror's qualifications. Tampa Sports Authority may take reasonable investigations deemed necessary and proper to determine the ability of the offeror to perform the work, and the offeror shall furnish to the TSA all information for this purpose that may be requested. The TSA reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror falls to satisfy the TSA that the offeror is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the offeror's qualifications shall include:

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

POSTING OF AWARD RECOMMENDATION (S)

Award recommendation (s) will be posted for review by interested parties at the Purchasing Department prior to execution and will be sent to each proposer with a copy of the request in writing to each party submitting a proposal.

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

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

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

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is:

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

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

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

and my relationship to the entity named above is _____

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

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

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

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

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

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

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

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

(Signature)

(Date)

STATE OF _____

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)

STATEMENT OF NO PROPOSAL

If your company does not intend to bid, please return this form **immediately** to:

TAMPA SPORTS AUTHORITY PURCHASING DEPARTMENT

We, the undersigned, have declined to submit a bid for TSA RFP # _____ for _____

For the following reasons:

- Specifications too "tight" (i.e. geared toward one brand or manufacturer only.)
- Insufficient time to respond to the Invitation to Bid
- Our Company does not offer this product or service
- Our schedule would not permit our company to perform
- Unable to meet specifications
- Specifications unclear (*Please explain below*)
- Unable to meet Insurance Requirements
- Remove our Company from your "Bidders List" altogether
- Other (*specify*): _____

REMARKS: _____

We understand that if this *STATEMENT OF NO BID* is not executed and returned, our Company may be removed from the Purchasing Division's Bidders List for this commodity.

Company Name: _____

Signature: _____

Telephone: _____ Fax: _____

E-mail: _____

Appendices

- Appendix A Acknowledgment of Proposal**
- Appendix B Acknowledgment of Addenda**
- Appendix C Preference to Businesses with Drug Free Workplace Programs**
- Appendix D Insurance Requirements**

**TAMPA SPORTS AUTHORITY
ACKNOWLEDGEMENT FORM
PROPOSAL No. 10-01
GOLF COURSE GROUNDS MAINTENANCE**

SUBMIT BID TO: PURCHASING DEPARTMENT

DELIVERY ADDRESS: RAYMOND JAMES STADIUM
(ENTRANCE "B" OFF HIMES AVENUE)
4201 N. DALE MABRY HIGHWAY
TAMPA, FL 33607

NUMBER OF COPIES REQUIRED: One (1) bound original and seven (7) bound copies and one (1) unbound copy.

PLEASE LABEL THE OUTSIDE OF YOUR PACKAGE WITH THE PROPOSAL NUMBER, TITLE AND THE OPENING DATE & TIME

MANDATORY PRE-PROPOSAL CONFERENCE: Friday, February 26, 2010 @ 10:00 a.m. EST
Tampa Sports Authority
(Offices at Raymond James Stadium)
4201 N. Dale Mabry Highway
Tampa, FL 33607

PROPOSALS WILL BE OPENED: Tuesday, March 16 2010 @ 2:00 p.m. EST
At the Tampa Sports Authority offices
4201 N. Dale Mabry Hwy., Tampa, FL 33607

PROPOSALS MAY NOT BE WITHDRAWN FOR 90 DAYS AFTER SUCH DATE & TIME.

OFFEROR'S NAME: _____

OFFEROR'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

TELEPHONE NUMBER: _____

AUTHORIZED SIGNATURE: _____

SIGNATORY'S NAME: _____

SIGNATORY'S TITLE: _____

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

**ACKNOWLEDGMENT OF ADDENDA FOR PROPOSAL NO. 10-01
GOLF COURSE GROUNDS MAINTENANCE**

I, _____, hereby acknowledge receipt of any and all Addenda Notices hereby issued in regards to this Proposal #10-02 for Golf Course Grounds Maintenance for Rocky Point, Rogers Park and Babe Zaharias Golf Course Facilities.

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 Proposal #10-01, Golf Course Grounds Maintenance.
2. Preference shall be given to businesses with drug-free workplace programs.
Whenever two or more bids which are equal with respect to price, quality, and service are received by the Authority for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids 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 violating 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.

CONTRACTOR'S SIGNATURE _____

INSURANCE REQUIREMENTS

During the term of this Agreement, the Contractor shall provide, pay for, and maintain with insurances companies satisfactory to the Authority, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. All liability policies shall provide that the Authority, the City of Tampa, and Hillsborough County are additional insureds as to the operations of the Contractor hereunder and shall also include the severability of interest provision (a/k/a separation of insureds). The insurance coverages and limits required must be evidenced by properly executed certificates of insurance on forms which are to be provided by the Authority with written proof that the person signing the certificate is an authorized representative of the insurance companies shown on the certificate. In addition, certified, true and exact copies of all insurance policies required shall be provided to the Authority if requested on a timely basis.

Thirty (30) days prior written notice by registered or certified U.S. 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 Contractor 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 impairments to the aggregate limit, the Contractor shall promptly authorize and have delivered such statement to the Authority. Contractor shall make up any impairment to the aggregate limit when known to it. The Contractor authorizes the Authority and its insurance consultant to confirm all information furnished the Authority, as to its compliance with these requirements with its insurance carriers. All insurance coverage required of the Contractor shall be primary to any insurance of self-insurance program carried by the Authority.

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

No Services shall be performed under this Agreement until the required certificate of insurance is received by the Authority and the Authority has given a written notice to proceed under this Agreement to the Contractor.

All of the required insurance coverages 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 of cancellation of any insurance policy by the respective insurance company under the certificate of insurance shall also be given, by certified U.S. mail to:

Mrs. Jeanette Baker, Dir. of Finance & Administration
Tampa Sports Authority
4201 North Dale Mabry Highway
Tampa, Florida 33607

Should at any time the Contractor not provide or maintain the insurance coverages required in this Agreement, the Authority may terminate or suspend this Agreement.

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

INSURANCE COVERAGE AND LIMITS

- A. **Workers' Compensation and Employers' Liability Insurance** shall be maintained in force by the Contractor during the term of this Agreement for all employees of Contractor performing Services under this Agreement, in accordance with the laws of the State of Florida. The limits of coverages shall not be less than:

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

- B. **Commercial General Liability Insurance** on the "full occurrence" form shall be maintained in force by the Contractor. 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 security services to be provided under this Agreement by the Contractor, including the carrying and use of firearms by its employees. 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 project.

- C. **Business Automobile Liability Insurance** shall be maintained in force by the Contractor as to the Ownership, maintenance, use, loading and unloading of all owned, non-owned, leased or hired vehicles to be used for this project with limits of not less than:

Bodily Injury & Property Damage Liability:

\$1,000,000 Combined Single Limit Each Accident

- D. **Crime Insurance**, under a Blanket Employee Dishonesty Bond, shall be maintained by the Contractor insuring against the dishonest acts of any of Contractor's employees. The limit of Fidelity Coverage shall be the limit normally carried by the Contractor, but not less than \$50,000 each loss. The required Fidelity Bond shall provide Third Party Liability Coverage for the Authority for Contractor's Designated Employees On the Authority's Premises, and a Joint Loss Payable Clause with the Contractor and the Authority as Loss Payee to any loss payable involving the Authority's property.

Should the Authority decide during the term of this Agreement to require the Contractor to perform a "pat-down" search of spectators and others entering the Stadium, the Contractor shall, if requested by the Authority, provide evidence of Liability Insurance for this service in accordance with Item E of the Insurance Requirements as stated below. The Contractor shall furnish the Authority with one or more premium quotes for such insurance and the Authority will select the coverage it desires and will either pay the premium or cause the Tampa Bay Buccaneers to pay the premium for such coverage.

These Insurance Requirements shall not limit or restrict in any way the responsibilities of the Contractor to the Authority under this Agreement.

Certificate of Insurance

In consideration of the premiums charged on the insurance policies shown in this certificate, this certificate of insurance is issued to the certificate holder shown below. This certificate does not amend, extend or alter the coverage afforded by the policies listed below except as shown below.

NAME AND ADDRESS OF AGENCY	<b style="text-align: center;">INSURERS PROVIDING COVERAGES COMPANY LETTER A COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E
NAME AND ADDRESS OF INSURED	COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E

This is to certify that the insurance policies listed below have been issued to the insured and are in force on this date. It is agreed that none of these policies will be cancelled or withdrawn so as to reduce the coverage described by this certificate until after 30 days advanced written notice of such cancellation or withdrawal has been received by the certificate holder at their address shown below. It is also agreed that 30 days advanced written notice by the insurance companies listed above of their intent not to renew their policies listed below for the same coverages provided in this certificate will be given to the certificate holder at its address shown below. The policies shown in this certificate are subject to any limitations carried by the certificate holder or any self-insurance program thereof for the specific location, project or event.

COVERAGE LETTER	TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRES DATE (MM/DD/YYYY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> BUSINESS AUTO <input type="checkbox"/> WORKERS' COMPENSATION PROTECTIVE <input type="checkbox"/> FIDELITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> CONTRACTORS				BATH RECURRING: \$ BODILY INJURY AND PROPERTY DAMAGE: \$ MEDICAL EXPENSE AND BODILY INJURY: \$ AUTOMOBILE LIABILITY: \$ GENERAL AGREEMENT: \$ FINANCIAL INSTITUTIONS AGREEMENT: \$ EXCESS GENERAL LIABILITY: \$	5 5 5 5 5 5 5
	AUTOMOBILE LIABILITY <input type="checkbox"/> PASSENGER AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> FLEET AUTOS <input type="checkbox"/> NON-PASSENGER AUTO				BODILY INJURY AND PROPERTY DAMAGE: \$ BODILY INJURY AND PROPERTY DAMAGE: \$ PROPERTY DAMAGE: \$ BODILY INJURY AND PROPERTY DAMAGE: \$	5 5 5 5
	EXCESS LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> BUSINESS AUTO <input type="checkbox"/> WORKERS' COMPENSATION				BODILY INJURY AND PROPERTY DAMAGE: \$ BODILY INJURY AND PROPERTY DAMAGE: \$ BODILY INJURY AND PROPERTY DAMAGE: \$	5 5 5
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY				BODILY INJURY AND PROPERTY DAMAGE: \$ BODILY INJURY AND PROPERTY DAMAGE: \$ BODILY INJURY AND PROPERTY DAMAGE: \$	5 5 5
	OTHER					

- Description of Location, Coverage, Description of Contract
- The Tampa Sports Authority, City of Tampa, Florida and Hillsborough County, Florida, have been named as additional insureds as regards to the General, Automobile, and Excess Liability Policies described herein.
- The General, Automobile, and Excess Liability Policies described herein provide the availability of the exact (repetition of) optional provision applicable to the contract insured and the Authority.
- Proof of representation, with each individual authority named above, shall be attached to this certificate for the authorized representative.

DESCRIPTION OF OPERATIONS, LOCATION, VEHICLES, SPECIAL ITEMS

IF APPLICABLE, PROVIDE OTHER COVERAGE LIMITS APPLICABLE TO:

NAME AND ADDRESS OF CERTIFICATE HOLDER Tampa Sports Authority 3000 NORTH BAY DRIVE, SUITE 200 TAMPA, FLORIDA 33604 TELEPHONE: 813-244-4444 FAX: 813-876-4256	Date Issued: _____ Authorized Representative: _____ Type Name: _____ Address: _____ Telephone #: _____ FAX #: _____
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