

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

RFP #16-06

# REQUEST FOR PROPOSAL FOR EVENT SECURITY SERVICES

## MANDATORY PRE-PROPOSAL CONFERENCE: MONDAY, MARCH 13, 2017 AT 10:00AM

RFP DUE DATE: TUESDAY, MARCH 28, 2017 NOT LATER THAN 10:00 A.M.

### TAMPA SPORTS AUTHORITY EVENT SECURITY SERIVCES – RFP #16-06

## TABLE OF CONTENTS

<u>Description</u>	<b>Page</b>
Procurement Summary and Registration	3
Section 1 - General Information and Conditions	4
Section 2 – Qualifications and Requirements	17
Section 3 – Special Conditions	18
Section 4 – Scope	24
Cost Proposal	26
Estimated Yearly Personnel & Staffing Hours	28
Declaration and Proposal Guarantee	30
Acknowledgment of Proposer, If a Corporation or Acknowledgment of Proposer if a Partnership or Individual	31
Acknowledgment of Principal, if a Corporation	32
Legal Status of Proposer	33
Proposer Qualification/Reference Form	34
Sworn Statement under Section 105.08 TSA Code on Disclosure of Relationships	35
Sworn Statement Pursuant to Section 287.133(3)(a), F.S. on Entity Crimes	37
Insurance Requirements	39
Acknowledgement of Addenda, If applicable	41
Drug-Free Workplace Statement	42
Hillsborough County Governmental Purchasing Council List	43
Tampa Sports Authority Organizational Chart	44
Statement of No Bid	45
RFP Checklist	46

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

Document Number:

#### PROCUREMENT SUMMARY AND REGISTRATION

Telephone: (813) 350-6500

Fax #: (813) 350-6611

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

RFP #16-06

Title:	Event Security Services			
Description:	Provide event security and ushering services at Raymond James Stadium			
Proposal Submittal Deadline:	Tuesday, March 28, 2017 not later than 10:00 a.m. Tampa Sports Authority Raymond James Stadium 4201 N. Dale Mabry Highway Tampa, FL 33607			
Mandatory Pre-Bid/Proposal	Tumpu, 112 33007			
Conference:	Monday, March 13, 2017 at 10am			
For additional information, contact:	Deltecia Jones Procurement Manager Telephone: (813) 350-6511 E-Mail: djones@tampasportsauthority.com			
Special Instructions:	To hand deliver bids and for pre-bid conference, enter Entrance B off Himes Avenue through security entrance.			
PROPOSER REGISTRATION MAIL, EMAIL or FAX THIS FORM BACK IMMEDIATELY Fax #: (813) 350-6611 or djones@tampasportsauthority.com  Use this form to register as a potential responder or proposer for this procurement. Only registered vendors will be mailed courtesy notices of changes or addenda to these procurement documents. Carefully complete this form and mail, 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: ()			

RFP #: 16-06

TITLE: EVENT SECURITY SERVICES

MANDATORY PRE-PROPOSAL

CONFERENCE: MONDAY, MARCH 13, 2017 AT 10:00AM

RESPONSE DUE DATE/TIME/LOCATION:

TIME/LOCATION: PROCUREMENT DEPARTMENT, 4201 N. DALE MABRY HIGHWAY TAMPA, FL 33607 NOT LATER THAN 10:00AM ON TUESDAY,

MARCH 28, 2017

#### **SECTION 1 – GENERAL CONDITIONS**

#### 1.0 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 Event Security Services for Tampa Sports Authority at Raymond James Stadium.
- B. Tampa Sports Authority's objective is to find a qualified security company to perform duties set forth in the Request for Proposal (RFP).

#### 2.0 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, Legends 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 <a href="https://www.tampasportsauthority">www.tampasportsauthority</a>.

#### 3.0 PRE-PROPOSAL CONFERENCE (MANDATORY):

A Mandatory Pre-Bid Conference is scheduled for Monday, March 13, 2017 at 10:00 a.m. The conference will be held at the offices of the Authority located at 4201 N. Dale Mabry Highway, Tampa, FL 33607 (Raymond James Stadium). Entrance to the stadium is granted at Himes Avenue, through Entrance "B", only. Please plan to arrive on-time to the conference. 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.

#### 4.0 DELIVERY OF RESPONSES:

(a) The delivery of the RESPONSE to the Tampa Sports Authority's Procurement Department, prior to the deadline, is solely and strictly the responsibility of the Proposer. The deadline for delivery of all Responses is TUESDAY, MARCH 28, 2017 BY 10:00 A.M. Box/Packaging must be marked "SEALED RESPONSE FOR EVENT SECURITY SERVICES". All Responses will be delivered to the TAMPA SPORTS AUTHORITY, 4201 N. Dale Mabry Highway, Tampa, Florida 33607. (Raymond James Stadium, Entrance B off Himes Avenue). The Tampa Sports Authority Purchasing Department will not be responsible for delays caused by any delivery

services that may be used. The Proposer is hereby directed to cause delivery of their Response prior to the bid opening time. The Response delivery time will be scrupulously observed. <u>Any Response received after Tuesday, March 28, 2017 after 10:00 A.M.</u> 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. Proposers are cautioned to plan necessary delivery time accordingly.

#### 5.0 REQUESTS FOR INTERPRETATION/QUESTIONS - ADDENDUM:

No substantive interpretation of this RFP will be made to any Proposer orally. Every request for such interpretation must be in writing, addressed to the Tampa Sports Authority, Attn: Stephen Reed, Event Coordinator, 4201 N. Dale Mabry Highway, Tampa, Florida 33607. Facsimile and email requests for interpretation will be accepted for this project. The fax number for the Procurement manager is (813) 350-6611 and the email address is <a href="dipones@tampasportsauthority.com">dipones@tampasportsauthority.com</a>. To be considered, such a request should be received not later than <a href="Tuesday">Tuesday</a>, <a href="March 21">March 21</a>, <a href="2017 by 1:00p.m.">2017 by 1:00p.m.</a>. Any such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be sent to all vendors that registered for this RFP at least three (3) days prior to the date fixed for the opening of Responses. Failure of any Proposer to receive any such addendum or interpretation shall not relieve said Responder from any obligations contained within this RFP. All addenda so issued shall become part of the Contract documents.

#### 6.0 <u>COSTS OF PR</u>EPARATION:

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

#### 7.0 RFP RESULTS:

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

#### 8.0 TENTATIVE SCHEDULE:

(a)	Advertisement dates	Sunday, Feb. 26 <sup>th</sup> & March 5 <sup>th</sup> – Saint Petersburg Times
		Monday, Feb. 27 <sup>th</sup> –Website ( <u>www.tampasportsauthority.com</u> )
		Monday, Feb. 27 <sup>th</sup> – NAACP Email blast/SMA Post
		Friday, March 3 <sup>rd</sup> – Florida Sentinel Bulletin
		Friday, March 10 <sup>th</sup> – LaGaceta
(b)	RFPs released	Monday, February 27, 2017 after 10:00 am
(c)	Mandatory Pre-Proposal Conf.	Monday, March 13, 2017 at 10:00am
(d)	Last day for questions	Tuesday, March 21, 2017 by 1:00 p.m.
(e)	Proposal due date/time	Tuesday, March 28, 2017 by 10:00 a.m.
(f)	Shortlist Meeting (open)	Monday, April 3, 2017 at 1:00 p.m.
(g)	Interviews	Monday and Tuesday, April 10-11, 2017
(h)	Final Ranking Meeting (open)	Monday, April 17, 2017 at 2:00 p.m.
(i)	Finance Committee Meeting	Tuesday, April 18, 2017 at 10:30 a.m.
(j)	TSA Board Meeting	Monday, April 24, 2017 at 4:00 p.m.

#### 9.0 REJECTION OF RESPONSES:

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

#### 10.0 BINDING OFFER:

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

Responses may be withdrawn on written or telegraphic request dispatched by the Proposer in time for delivery prior to the time fixed for the opening of Responses. Negligence on the part of the Responder in preparing the Response confers no right of withdrawal or modification of the Response, after the Response has been opened at the appointed time and place, by the Tampa Sports Authority. Any such withdrawn Response shall not be resubmitted. Responses will be in force for a period of ninety (90) days after the opening date.

#### 11.0 APPLICABLE FLORIDA STATUTES:

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

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

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

#### 12.0 <u>AVAILABILITY OF PERSONNEL</u>:

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

#### 13.0 OWNERSHIP OF DOCUMENTS:

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

#### 14.0 <u>CONTRACT EFFECTIVE DATE TERMS</u>:

The term of this contract shall be a three (3) year period beginning <u>July 1, 2017</u> through <u>June 30, 2020</u>. At the sole option of the Authority, there will be one (1), two (2) year renewal option beginning on <u>July 1, 2020</u> and ending on June 30, 2022.

#### 15.0 INSURANCE REQUIREMENTS:

Before starting and until acceptance of the work by the Tampa Sports Authority, the Proposer shall procure and maintain insurance of the types and the limits specified on pages 39-40.

#### 16.0 <u>ASSIGNMENT OF CONTRACT</u>:

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

#### 17.0 ASSIGNMENT AND SUB-LETTING:

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

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

The Proposer's full and complete payment for such services is the price for Event Security Services at Raymond James Stadium.

#### 18.0 NON-EXCLUSIVITY OF CONTRACT:

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

#### 19.0 PUBLIC ENTITY CRIMES STATEMENT:

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

Any such person, affiliate, or corporation wishing to propose on this RFP must include a current statement pursuant to Section 287.133 (1) Florida Statutes, on public entity crimes.

The Tampa Sports Authority may make inquiries regarding alleged convictions or public entity crimes. The failure of a Responder to promptly supply information in connection with an inquiry or the failure to comply with the requirement contained within this section will cause the rejection of any submitted bid, offer, Response, or proposal, at the sole discretion of the Tampa Sports Authority.

#### 20.0 <u>INDEMNIFICATION</u>: (PATENT OR COPYRIGHT)

The selected Proposer shall indemnify and hold harmless, and defend the Tampa Sports Authority and the Board of Directors, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorney's fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secretes by the Proposer during or after completion of the work. These obligations

shall survive acceptance of any goods and/or performance and payment therefore by the Tampa Sports Authority.

#### 21.0 <u>INDEMNIFICATION</u>: (GENERAL LIABILITY)

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

#### 22.0 RESPONSE FORMAT AND CONTENT:

Parties who choose to not respond to the RFP should complete the Statement of No Bid and return via email to djones@tampasportsauthority.com or fax to 813-350-6611.

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

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

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

#### **Table of Contents**

#### <u>Schedule 1 – Pre-Requisites</u>

- A. Major Venue/Public Assembly Experience
  - 1. Company must be able to demonstrate they have provided event security services to a major complex or public assembly facility of similar size and scope as Raymond James Stadium (seating 40,000+), along with a familiarity of compliance with the NFL Best Practices Guidelines.
- B. Each Proposer must provide a Current set of Audited Financials—Marked "CONFIDENTIAL"

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

- 1. An audited balance sheet evidencing an Owners/Shareholder's Equity of a recent date of not less than \$500,000, cash or cash equivalents of no less than \$100,000, and a Current Ratio (Total Current Assets divided by Total Current Liabilities) of no less than 1.0; or
- 2. An unconditional guaranty of Proposer's performance under the Agreement contemplated herein issued by an affiliate of the Proposer, together with a balance sheet meeting the requirements of 1 above.

3. A commitment to provide and maintain a performance bond issued by a surety reasonably acceptable to the Authority in an amount equal to one hundred percent (100%) of the contract sum guaranteeing the Proposer's performance under the agreement contemplated herein throughout the term of the engagement.

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

#### Schedule 2 – Management Plan

#### A. Organization and Management

- 1. Corporate and local organizational Chart showing responsibilities of the positions listed
- 2. Corporate staffing plan including non-billable support staff that will be utilized in daily operations including recruitment, hiring and training of staff along with event preparation, event operation and post-event reconciliation.
- 3. Location of offices (corporate, branch, local and stadium)

#### B. Proposer's Business History/Experience

- 1. Provide description of your company, including brief history and length of time Proposer has been in the Event Security Services business
- 2. Comparable contracts currently performing or has performed. Provide at least three (3) customer references, including contract duration and customer(s) point of contact
- 3. Information on similar accounts lost in the last 5 years. Provide reason for loss, point of contact information including name and phone number.
- 4. Information on any lawsuits filed against the company in the last five (5) years

#### C. Security Director Experience

- 1. Resume
- 2. Role of Director of Security
- 3. Director of Security Work Schedule

#### D. Approach to Hiring Qualified and Experienced Staff

- 1. Recruitment methods and procedures outlined
- 2. Hiring practices outlined (interviews, background screening, termination practices, performance evaluations and disciplinary practices)
- 3. Method for maintaining employee records
- 4. Provide employee base pay rate for each type of position
- 5. Employee retention/incentive practices outlined including benefits supplied to employees
- 6. Method to ensure Authority's staffing levels are fulfilled at all times

#### E. Training/Management Programs

- 1. Detailed description of training sessions, including but not limited to, initial orientations, site orientations, yearly review training and scenario testing. Each description should include length of training sessions, location of training and other materials
- 2. List of training facilitator(s) for sessions listed above including qualifications of each facilitator(s)
- 3. Describe your corporate safety program, including safety training, results of the program, frequency of training and program documentation
- 4. Method for maintaining various certifications (site-specific training, Florida Class D unarmed security license, etc.)

- F. The Technical Plan must at a minimum, address the following.
  - 1. Job Descriptions
    - a. Director of Security
    - b. Security Supervisor
    - c. Security Officer
    - d. Event Staff
    - e. Usher
    - f. Ticket Taker
    - g. Parker
  - 2. Sample copy of Event Employee Handbook (One copy with Original Proposal)
  - 3. Address the availability of qualified staff and equipment necessary to perform the work under this contract.

#### G. Transition Plan

- 1. Describe your approach for accomplishing the orderly assumption of Event Security Services at Raymond James Stadium. Describe in detail how you will interface with Authority Management and the current service provider during the transition
- 2. Provide an organizational chart for your Transition Team and their roles and responsibilities.
- 3. Assuming an award date of April 24, 2017 and a start date of July 1, 2017 provide a timeline of activities including but not limited to site assessment, equipment deliveries, hiring, training etc.

#### Schedule 3 – Price Proposal

A. The cost proposal information shall be submitted on the cost proposal sheet on page 25.

#### Schedule 4 – Disadvantaged Minority/Disadvantaged Woman Business Enterprise (DM/DWBE)

Disadvantaged Minority / Disadvantaged Women Business Enterprise (DM/DWBE): Qualified companies 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 companies which are principally domiciled in the State of Florida and certified by other jurisdictions within the State. When requesting bonus points, companies shall include a copy of the certification letter issued to the DM/DWBE being utilized by the certifying governmental agency. It will be the responsibility of the proposing company to furnish <u>all</u> 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 company's letterhead and must include the following:
  - (a) The RFP number and project name;
  - (b) The name of the company(s) to be utilized, and
  - (c) The percentage of fees that will be subcontracted to that company. Please note, the percentage must be at least 10%;
  - (d) A commitment from the proposing company stating that a minimum of 10% of its ultimate fees will be subcontracted to that 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.

#### Schedule 5 – Additional Forms

- a. Complete, sign and submit a completed copy of the RFP Checklist;
- b. Complete and submit Declaration and Proposal Guarantee Form;
- c. Complete and submit the Acknowledgment of Proposer, if a Corporation or Acknowledgement of Proposer, if a Partnership or Individual Form (if applicable);
- d. Complete and submit the Acknowledgment of Principal, if a Corporation Form (if applicable);
- e. Complete and submit the Legal Status of Proposer Form;
- f. Complete and submit the Proposal Qualification/Reference Form;
- g. Complete and submit the Sworn Statement under Section 105.08. Tampa Sports Authority Code on Disclosure of Relationships form;
- h. Complete and submit the Public Entity Crimes Statement form;
- i. Submit your Certificate of Insurance;
- j. Complete and submit the Acknowledgment of Addenda (if applicable);
- k. Complete and submit the Preferences to Businesses with Drug-Free Workplace Programs under Section 287.087, Florida Statutes;

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

<u>Number of Copies</u> - The Response shall include one (1) unbound original, five (5) bound copies and one (1) thumb drive or cd with a pdf version of the RFP Response.

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

<u>Forms</u> - Complete and submit the Required Forms.

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

## NOTE: FAILURE TO COMPLY WITH $\underline{ANY}$ OF THESE REQUIREMENTS MAY RESULT IN DENIAL OF THE REQUESTED BONUS POINTS.

#### 23.0 RFP PROCESS:

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

The Tampa Sports Authority will evaluate all Responses received by the submittal date as set forth in this RFP, or as amended by addendum, 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 Proposers must demonstrate to the Tampa Sports Authority's Evaluation Committee that they are fully capable, staffed, and qualified to provide the services required by the RFP. Fully qualified Proposers (and/or their project team assigned to this project) will have the qualifications (knowledge, education, training, expertise and skills), experience (documentation, successful, and relevant) and local presence necessary to meet the requirements of the RFP. Determination of the Proposers best qualified and experienced to perform this RFP will be determined by the Tampa Sports Authority's Evaluation Committee in its sole opinion.

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

The evaluation committee will short-list up to five (5) proposers deemed most responsive to the RFP. Oral presentations will be scheduled for the short-listed proposers. The individual each proposer intends to designate as their Site Supervisor at Raymond James Stadium shall be present at the oral presentation to be interviewed by the selection committee. Following the oral presentation, the evaluation committee will rank up to five (5) proposers in order of preference to submit to the Authority's Finance Committee. The Finance Committee will review the evaluation committee's ranking and will make a recommendation to the Authority's Board for approval.

Upon final ranking by the Tampa Sports Authority's Board of the most qualified and capable Company, the Tampa Sports Authority will begin negotiation of a contract with that Company. Should the Tampa Sports Authority be unable to negotiate a satisfactory contract with the top-ranked company, negotiations shall be formally terminated with that company and the Tampa Sports Authority shall commence negotiations with the next highest-ranked company until a company is selected. Negotiations will include discussion of fees and other charges, insurance requirements (see below) and any other negotiable terms and conditions of the contract.

#### 24.0 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 Proposer.

The Tampa Sports Authority may consider any Response informal that is not prepared and submitted in accordance with the provisions of this RFP, and may waive any informalities or irregularities in any Response, or reject any and all Responses, at its sole discretion.

The Tampa Sports Authority reserves the right to reject, at its sole discretion, any Response if the evidence submitted by the Responder or an investigation of the qualifications and/or experience of the Proposer fails to satisfy the Tampa Sports Authority's Evaluation Committee that such Proposer is sufficiently qualified or experienced to carry out the obligations as required in this RFP. The Tampa Sports Authority also reserves the right to reject all Responses to the RFP, at its sole discretion.

#### 25.0 USE OF STATE CONTRACTS OR GOVERNMENTAL PURCHASING COUNCIL:

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

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

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

#### 26.0 PROTEST PROCEDURE:

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

#### 27.0 <u>TERMINATION CLAUSE</u>:

This Contract may be terminated, in whole or in part, by the Tampa Sports Authority with or without cause, upon written notice to the Proposer 30 days prior to termination. The Proposer shall be paid for services rendered to the TSA's satisfaction through the date of termination.

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

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

#### 28.0 <u>DEFAULT OF CONTRACT</u>:

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

### 29.0 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.

#### 30.0 EXCEPTIONS:

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

#### 31.0 OMISSIONS, ERRORS & DISCREPANCIES:

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

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

#### 32.0 <u>ACCEPTANCE OF OFFER</u>:

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

#### 33.0 AWARD WITHOUT DISCUSSION:

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

#### 34.0 AWARD OF CONTRACT/AGREEMENT:

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

#### 35.0 EEOC/WMBE/DM/DWBE/SBE/S-DV:

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 Bid and will not be discriminated against on the grounds of race, color, creed, sex or natural origin in consideration for an award.

#### 36.0 <u>LICENSES AND PERMITS</u>:

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

#### 37.0 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

#### 38.0 <u>DAMAGE</u>:

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

#### 39.0 PUBLIC RECORDS LAW:

Proposer shall treat all documents concerning its contractual obligations under the Agreement as public records and abide by the Florida Laws governing public records (i.e. Sunshine Law). All Public records requests must be directed to: JANICE HOSEY, EXECUTIVE ASSISTANT TO THE CEO/PRESIDENT, TAMPA SPORTS AUTHORITY, 4201 N. DALE MABRY HWY., TAMPA, FL 33607; EMAIL: JHOSEY@TAMPASPORTSAUTHORITY.COM; PHONE (813) 350-6515 OR FAX (813) 350-6615.

#### 40.0 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** #16-06 – Confidential Material". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

#### 41.0. COPYRIGHTED MATERIAL:

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

#### 42.0 SUNSHINE MEETING LAW EXEMPTIONS (Pursuant to section 286.113, F.S.):

The following meetings are closed to the public; however the Authority will make recordings of these meetings available to the public 30 days after opening of bids or replies, whichever occurs first;

- a) Meetings where vendors make oral presentations or answer questions as part of a competitive solicitation;
- b) Meetings of a TSA evaluation, grading or negotiating team to discuss negotiation strategy;
- c) Negotiation sessions with vendors.

#### 43.0. CHANGE ORDERS/ADJUSTMENTS:

The Authority may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work or add to the Work within the general scope of the Contract specifications in order to complete the said work.

#### 44.0 WAGE ADJUSTMENT:

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

**NOTE:** The rate adjustment does not apply to the Director of Security

#### 45.0 MODIFICATION OR WITHDRAWAL OF OFFER:

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

Proposers may request withdrawal of a posted, <u>sealed</u> 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.

#### 46.0 <u>ADVERTISING</u>:

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

#### 47.0 <u>RESPONSIVENESS OF PROPOSERS</u>:

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.

#### 48.0 <u>EX PARTE COMMUNICATION</u>:

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

evaluation process. Any and all communication initiated by a Proposer after the Responses are opened must be in writing to:

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

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

#### 49.0 QUESTIONS:

The final day for asking questions regarding this RFP is <u>Tuesday, March 21, 2017</u> not later than 1:00pm. All questions must be submitted, in writing, via email to <u>djones@tampasportsauthority.com</u> or via fax (813) 350-6611.

#### **SECTION 2 - QUALIFICATIONS AND REQUIREMENTS:**

#### 50.0 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.

#### 51.0 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.

#### 52.0 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.

#### 53.0 INTENTIONALLY LEFT BLANK:

#### 54.0 <u>EMPLOYMENT REQUIREMENTS</u>:

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. Proposer, if requested, should be able to provide security officer personnel that hold a Class G armed license (hereinafter referred to as "license") as required by the laws of the State of Florida.

#### 55.0 EVALUATION CRITERIA:

The Evaluation committee will review and evaluate all responses on the basis of the information provided and other evaluation criteria set forth in this RFP. The committee reserves the right to request additional information and clarifications of any information submitted in response to this RFP, including any omission from the original response. All Proposers will be treated equally with regards to this item. The scoring sheet that the Evaluation committee will be utilizing to short list the Proposers and the scoring sheet the Evaluation committee will be utilizing to rank the shortlisted Proposers following their interviews will be provided at the mandatory Pre-Proposal Conference on March 13, 2017 at 10:00 am.

#### **SECTION 3 - SPECIAL CONDITIONS:**

#### 56.0 <u>NO LIENS</u>:

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

#### 57.0 NO WAIVER:

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

#### 58.0 PERFORMANCE:

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

#### 59.0 <u>SAFETY STANDARDS</u>:

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

#### 60.0 UNAUTHORIZED PERSONNEL:

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

#### 61.0 <u>USE OF AUTHORITY PROPERTY, FACILITIES AND EQUIPMENT:</u>

The Proposer shall not use Authority facilities, property, or equipment, including computers, copy machines, telephones, fax machines, calculators, and other items for personal or company business. The Authority telephones shall be used only for medical emergencies or to call Authority representative(s). If

used, a notice of use shall be provided to the Authority Representative when no Authority employees are on-site.

#### 62.0 LOCKS, KEYS & GARAGE DOOR OPENERS:

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

The Proposer 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 Proposer shall be responsible for the proper use and safe keeping of all keys issued by the Authority to the Proposer.

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

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

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

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

#### 63.0 RELATIONSHIP OF PARTIES:

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

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

#### 64.0 BLANKET PURCHASE AGREEMENT:

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

#### 65.0 PROPOSER'S RESPONSIBILITY:

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

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

#### 66.0 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 special conditions/requirements as well as this entire RFP's requirements and conditions. (Note: Additional requirements may be determined)

- A. Tampa Sports Authority's Rights of Review and Approval over the following:
  - 1. Quality of Personnel
    - a. Appearance
    - b. Standards
  - 2. Security Director
  - 3. Security Director cannot be removed without prior approval from Authority.
  - 4. Right to remove Security Director or staff with reasonable cause.
  - 5. Suppliers of Staff
    - a. Temporary staffing agencies utilized to provide staff must be approved in advance by the Authority.
    - b. No more than ten (10) percent of staff provided per event may be filled by temporary staffing agencies.
- B. Authority shall have final approval over staffing levels. Authority may request additional staff or require deductions in staff based upon security levels.
- C. Proposer shall provide staffing as requested by the Senior VP of Stadium Operations or designee. Minimum staffing requirements shall be dependent upon the number of events and expected attendance.
- D. Employee Sign In Proposer shall provide the Authority with detailed sign-in sheets for all events worked by the Proposer. A Security Check-In form must be filled out by Proposer and turned into the Authority at the end of their check-in procedure.
- E. Proposer shall be responsible for providing coverage for events that are extended beyond the normal playing or performance time expected at the regular rate of pay provided in your proposal.
- F. Proposer shall employ only personnel that have been fully and properly trained to perform event security and ushering at Authority's facility.
- G. All employees shall be cross-trained to provide flexibility in assigning breaks to Proposer's employees.
- H. 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.

- I. 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.
- J. Authority shall provide maximum notice possible to Proposer in cancellation of events; 48-Hour notice will be given in all occurrences except for weather. When events are canceled due to weather the Authority shall notify proposer immediately. Proposer shall make every attempt to contact all scheduled employees. If Proposer is unable to contact a scheduled employee, employee shall be credited with 2 hours of work performed upon arrival at facility and shall be instructed to return on the next day the employee is scheduled to work.
- K. Proposer shall submit a complete operating and incident report within twenty-four (24) hours after servicing any incident to the Senior VP of Stadium Operations or designee. Proposer will certify the accuracy of the report.
- L. A report of any stadium maintenance issue observed by any employee of the Proposer must be turned in to the Event Security Supervisor at the end of employee's shift. The Director of Security will issue a copy of the report to the facility manager as soon as possible.
- M. 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.
- N. A walkthrough of locations provided will be conducted during the Pre-Proposal Conference on Monday, March 13, 2017 at 10:00 a.m.
- O. 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.
- P. Only those employees working the event shall be allowed free access to facility. 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.
- Q. 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.
- R. Authority requests that Proposer make every effort to assign employees to the same position and/or area for each event.
- S. The Security Director will be expected to hold office hours on-site Monday thru Friday from 8:00 am to 5:00pm. on a yearly basis. The Security Director will be expected to attend all stadium events and certain meetings as listed below unless the Authority approves the Security Director's absence:
  - 1. Pre-Event Meetings
  - 2. Event Meetings (with Licensee)
  - 3. Post Event Meetings
  - 4. Operational Staff Meetings (as requested)

- 4. Partnering Luncheons (monthly)
- 5. Operations Partnering Meetings (as requested)
- T. 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.
- U. Proposer will provide off-site event security services personnel at the same price as reflected in the Cost Proposal if services are related to stadium event or Authority has contract with entity requesting security services.
- V. Contract will include an appropriate cross-indemnity provision.
- W. Proposer will allow licensees (Concerts, NFL) to provide only event security in approved positions per event contract.

#### 67.0 Additional items to be provided by Proposer

- A. Communications (System provided by Proposer) & Equipment
  - 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 100 radios).
  - 3. Proposer will supply a radio repeater to ensure communication between personnel and Authority.
  - 4. The Proposer will supply all necessary office equipment (i.e., IBM compatible computer with, at a minimum, Windows 7 operating system and Microsoft Office Premium applications, printer, copier, fax machine(s) etc.).
  - 5. The Proposer will be responsible for supplying up to two (2) cellular phones one of which should be carried by Security Director to personnel as determined by Authority for communication between Proposer and Authority.
  - 6. The Proposer will be responsible for all telephone service charges incurred during contract period (i.e., Director's office main office space, fax machines).
  - 7. The Proposer will supply all job-related materials, including, but not limited to:
    - a. Flashlights (if needed)
    - b. Lanvards with job descriptions, laminated bowl seating and stadium specific maps
    - c. Two (2) gas-powered golf cart (in like new condition)
    - d. Additional information packets (original provided by Authority)
    - e. Cheat sheets (original provided by Authority)
    - f. Pocket-sized employee handbooks

#### B. 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 three (3) different uniforms for staff working in various areas of the stadium.
  - a. **Minimum Uniform Requirements for:** Event Security and Event Staff (Bowl area) Positions to be differentiated by color of shirt.
    - 1. Trousers black all-season weight
    - **2.** Shirt or Blouse To be determined by Contractor and approved by the Authority. Shirts must have the Proposer's name on one sleeve, the stadium logo on left chest area.
    - 3. Socks black
    - 4. Shoes solid black
    - 5. Belt solid black
    - **6.** In climate weather clothing to include clear raincoat and cold weather clothing to include a jacket with Proposer's name on sleeve or back and stadium logo on left chest area. All bowl area event staffing in climate weather clothing must be identical in style and color.
    - 7. The Authority will supply the Proposer with the appropriate red and or green vest for all usher positions that require them.
  - b. **Minimum Uniform Requirements for:** Club Level Security and Event Staff Positions to be differentiated by color of shirt.
    - 1. Trousers black all-season weight
    - 2. Shirt or Blouse Long sleeve and short sleeve oxford style button down and to be approved by the Authority. Shirts must have the Proposer's name over pocket on right chest area and the stadium logo on left chest area.
    - 3. Socks black
    - 4. Shoes solid black
    - 5. Belt solid black
    - **6.** In climate weather clothing to include clear raincoat and cold weather clothing to include a jacket with Proposer's name on sleeve or back and stadium logo on left chest area. All bowl area event staffing in climate weather clothing must be identical in style and color.
    - 7. The Authority will supply the Proposer with the appropriate red and or green vest for all usher positions that require them.
  - Minimum Uniform Requirements for: Hall of Fame Club Event Security and Event Staff.
    - 1. Trousers black all-season weight
    - 2. Shirt and Jacket Long sleeve white oxford style button down to be accompanied by a red or green tie and black suit jacket that will be approved by the Authority
    - 3. Socks black
    - 4. Shoes solid black
    - 5. Belt solid black

#### C. 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 photographs with their Proposals.

#### D. Event Day Training

- 1. All supervisors will attend a one (1) hour pre-event briefing before every major event (determined by the Authority) and one-half hour briefing before every minor event (determined by Authority) to review the event requirements and security plan. This training time will be billable to the Authority.
- 2. Thirty (30) minutes before each major event (determined by Authority) the following training will take place in a location to be determined by Authority. This training time will be billable to Authority. Items to be covered include:
  - a. 15 minutes of event review with stadium personnel
  - b. 15 minutes of policy review with security/supervisor
- 3. Fifteen (15) minutes before each minor event (determined by Authority) the following training will take place in a location to be determined by Authority. This training time will be billable to Authority. Items to be covered include:
  - a. 5 minutes of event review with stadium personnel
  - b. 10 minutes of policy review with security supervisor
- E. Wanding: Proposer must be able to provide personnel to conduct walk thru metal detecting and/or hand wanding at all designated entry points into the building (and pat downs as needed), along with a familiarity of NFL Best practices regarding metal detection.

#### **SECTION 4 – SCOPE**

#### 68.0 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 staff events held at Tampa Sports Authority facilities (hereinafter referred to as "Authority"). Personnel provided shall include but not be limited to Security officers, Event Staff, Supervisors, Ushers, Ticket Takers, Parkers (for BEO functions) and Director of Security. The duties of these positions include, but are not limited to:

- A. Have general knowledge of stadium code of conduct and policies and procedures
- B. Greeting and providing information to patrons and staff
- C. Monitoring admittance of Vehicle and pedestrian access into the Stadium
- D. Conduct bag checks of patrons entering stadium
- E. Monitor the walk thru metal detectors at all stadium entrances
- E. Assisting facility staff with unruly guests
- F. Monitoring inside of Stadium to ensure guests are adhering to stadium policies
- G. Providing a link with local law enforcement
- H. Ticket Taking (as requested)
- I. Guiding vehicles to spaces (during BEO functions as requested)
- J. Assisting in the execution of safety and evacuation procedures

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.

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 (security director's base pay, home office, training, equipment, uniforms,

insurance, supplies, event preparation, etc.) should be carried in the hourly rate schedules of the event security

services personnel. Proposers should note that for events the rate per man hour shall be based on the time personnel

are on post until the nearest quarter hour to the time they are released from their post. Time required for sign-in or

arrival to post is not included in the billable time. There will be a three (3) hour minimum call for each employee and there will be no minimum number of employees per call. In regards to concerts held at the stadium, the concert

and the control of th

promoter reserves the right to provide their own security. All event preparation time will not be billable to the

Authority.

In addition to regularly scheduled events at the Stadium, Aramark Corporation will hold approximately 100

events (BEOs) in the club level and in other parts of the stadium that will require Contractor to provide event

security services personnel. The Cost Proposal includes the approximate number of hours needed for BEO functions.

The event security services personnel provided for BEO functions will be paid for directly by Aramark Corporation.

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

Page 26

#### COST PROPOSAL: EVENT SECURITY SERVICES AT RAYMOND JAMES STADIUM

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

- A. Buccaneer Games 10 games
- B. USF Games 6 games
- C. Outback Bowl 1 event (Holiday event)
- D. Monster Jam 2 events
- E. Other Events 5 events (i.e., Bucs Fan Fest, High School All Star Game, Blue/Grey All Star Game, Game Day of Champions Football).
- F. Aramark BEO Functions approximately 100 events
- H. Proposer shall give an early discount percentage (Discount applied to total event bill if paid within 10 days from receipt of invoice.)

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

COMPANY/PROPOSER NAME:	

COLUMN I Positions	COLUMN II Estimated Event Hours	COLUMN III Regular Rate of Pay	COLUMN IV Regular Hours Total (Cols. IIxIII)	COLUMN V Estimated Holiday Hours	COLUMN VI Holiday Rate of Pay	COLUMN VII Holiday Hours Total (Cols. VxVI)	COLUMN VIII Holiday Hours Total (Cols. IVxVII)
Director	265	<u>\$</u>	<u>\$</u>	12	<u>\$</u>	<u>\$</u>	<u>\$</u>
Supervisor (Licensed)	7912	<u>\$</u>	<u>\$</u>	495	\$	<u>\$</u>	\$
Event Security (Licensed)	39918	<u>\$</u>	<u>\$</u>	1840	<u>\$</u>	<u>\$</u>	<u>\$</u>
Event Staff/ Ticket Taker	26048	\$	<u>\$</u>	1169	<u>\$</u>	<u>\$</u>	<u>\$</u>
TOTALS			\$			<u>\$</u>	
In the box to your right, enter the total for Event-Related Services at Raymond James Stadium which represents the sum of Col. IV and Col. VII.						\$	

## **ESTIMATED YEARLY PERSONNEL & 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.

Event Type and Position	Est. # of Employees	Estimated Hours per Event	Total Estimated Hours
<b>Buccaneers Events (Based on 10 Games):</b>			
Director	1	12	120
Supervisor	61	488	4880
Security (Licensed)	342	2394	23940
Event Staff/Ushers/Ticket Takers	268	1742	17420
<b>Total Estimated Hours for Buccaneers Season</b>			46360
USF Events (Based on 6 Games):			
Director	1	12	72
Supervisor	38	342	2052
Security (Licensed)	237	1896	11376
Event Staff/Ushers/Ticket Takers	157	1099	6594
Total Estimated Hours for USF Season			20094
Outback Bowl (Holiday Rate):			
Director	1	12	12
Supervisor	45	495	495
Security (Licensed)	230	1840	1840
Event Staff/Ushers/Ticket Takers	167	1169	1169
<b>Total Estimated Hours for Outback Bowl</b>			3516

Event Type and Position	Est. # of Employees	Estimated Hours per Event	Total Estimated Hours
Monster Jam (Based on 2 Events):			
Director	1	14	28
Supervisor	40	380	760
Security (Licensed)	267	2136	4272
Event Staff/Ushers/Ticket Takers	108	702	1404
Total Estimated Hours for Monster Jam			6464
Other Events (Based on 5 Events):			
Director	1	9	45
Supervisor	4	44	220
Security (Licensed)	6	66	330
Event Staff/Ushers/Ticket Takers	14	126	630
<b>Total Estimated Hours for Other Events</b>			1225
Total Estimated Event Hours			77659

### **DECLARATION AND PROPOSAL GUARANTEE**

1.	Name of Proposer:
	(Typed or Printed: Company, Corporation, Business or Individual)
2.	Name of Contact Person:
3.	Our local (to Tampa, Florida) business and mailing address is:
4.	Our primary business address is:
5.	Federal I.D. Number:
6.	Our present business phone number is: ()
7.	Our present fax number is: ()
8.	Our present e-mail address is:
9.	Our business has been operating under its present name since:
The be	low named Proposer and company declares:
	<ul> <li>(a) That the Proposer has contractual capacity and that no other person, Proposer, or corporation has any interest in this Response.</li> <li>(b) That this Response is made without any understanding, agreement, or connection with any other person, Proposer or corporation making a Response for the same purpose, and is in all respects fair and without collusion or fraud.</li> <li>(c) That the Proposer is not in arrears to the Tampa Sports Authority upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Tampa Sports Authority.</li> <li>(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.</li> </ul>
IN WI	TNESS WHEREOF, this RESPONSE is hereby signed and sealed as of the date indicated below.
ATTES	ST: PROPOSER
Witnes	By: (SEAL) (Authorized Signature)
Witnes	By: (Printed Name of Signer)
Date S	igned (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	)
COUNTY OF	SS .)
On thisday of personally appeared and who executed the foregoing instruments	of, 20, before me, the undersigned authority, to me known to be the individual described in or corporation, and who severally an enstrument as such an officer aforesaid, for and on behalf of and as the accordance in the control of the control
and deed of said corporation, pursuant to	the powers conferred upon said officer by the corporation's Board of said corporation, and who, having knowledge of the several matters in
WITNESS my hand and official s	eal the date aforesaid.
	(Signature of Notary Public)
	(Print, Type, or Stamp Commissioned Name of Notary Public)
	F PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL
STATE OF	SS
COUNTY OF	
On thisday of personally appeared and who executed the foregoing (if applicable) and acknowledged the execution company, for the uses and purposes therein	, 20, before me, the undersigned authority to me known to be the individual described in ing instrument as a member of the company of ecution of same, for and on behalf of and as the act and deed of said expressed.
WITNESS my hand and official s	eal the date aforesaid.
	(Signature of Notary Public)
	(Print, Type, or Stamp Commissioned Name of Notary Public)
Personally known or product identif	ication
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	sday of	, 20
by		
by of (Name and Title of Officer)	(Name of Principa	nl)
(State of Corporation)	corporation, on behalf of said corporation	ation. He/She is
(State of Corporation)		
personally known to me or has produced	(Type of Identification)	as identification.
	(Type of Identification)	
He/She warrants that he/she is authorized by the Board of instrument.	f Directors of said corporation to exec	cute the foregoing
NOTARY PUBLIC:		
Sign:		
Print/Type:		
SEAL		

### LEGAL STATUS OF PROPOSER

	•		s submitted in the name of		
(PIIIII)					
			ed hereby designated is may be served or maile		ss address to which all notices, directions or other
Street	_				
City	_			State	Zip Code
The un	ders	signe	d hereby declares that he	e/she has legal status	s checked below:
	(	)	INDIVIDUAL		
	(	)	INDIVIDUAL DOIN	G BUSINESS UND	DER AN ASSUMED NAME
	(	)	CO-PARTNERSHIP		
			The Assumed Name o		ip is registered in the County of
	(	)	CORPORATION INC		NDER THE LAW OF THE STATE OF poration is:
	(	)	LICENSED TO DO E	BUSINESS IN FLO	PRIDA
	(	)	NOT NOW LICENSE	ED TO DO BUSINI	ESS IN FLORIDA
The na	me,	title	s, and home address of al	ll persons who are o	officers or Partners in the organization are as follows:
NAME	AN	ID T	TTLE		HOME ADDRESS
				<u> </u>	
				<u> </u>	
				<u> </u>	
Signed	and	l Sea	led this d	av of	. 20
υ				By:	
				Printed Name:	·
				Title:	

### PROPOSAL QUALIFICATION/REFERENCE FORM

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

CON	1PANY/CONTRA	ACT NAME:	
1.	PROJECT:		PROJECT DATE:
	ADDRESS:		
	CONTACT: PERSON:		TITLE:
		(PHONE)	(EMAIL)
		(FAX)	
COM	IPANY/CONTRA	ACT NAME:	
2.	PROJECT:		PROJECT DATE:
	ADDRESS:		
	CONTACT: PERSON:		TITLE:
		(PHONE)	(EMAIL)
		(FAX)	
COM	IPANY/CONTRA	ACT NAME:	
3.	PROJECT:		PROJECT DATE:
	ADDRESS:		
	CONTACT: PERSON:		TITLE:
		(PHONE)	(EMAIL)
		(FAX)	

## 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.

shareholders, en		ho are act	of the officers, directors, executives, partners, tive in management of the entity, have the ployee:
Name of Affiliate or entity	Name of TSA Commissi or employee	oner	Relationship
			(Signature)
CTATE OF			(Date)
20, by			,, who is personally known to me or who has as identification.
			NOTARY PUBLIC
			Notary Public, State at large My Commission Expires:
			(Seal)

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

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

1.	This sworn statement is submitted to
	(Print name of the public entity)
	by
	(Print individual's name and title)
	for
	(Print name of entity submitting sworn statement)
	whose business address is
	and (if applicable) its Federal Employer Identification Number (FEIN) is:
	(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement:

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate
  - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), <u>Florida Statutes</u>, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d.	Based on information and belief, the statement the entity submitting this sworn statement. (In		
	Neither the entity submitting this sworn state partners, shareholders, employees, members, entity, nor any affiliate of the entity has been subsequent to July 1, 1989.	or agents who are active in	the management of the
	The entity submitting this sworn statement, or partners, shareholders, employees, members, entity or an affiliate of the entity has been of subsequent to July 1, 1989.	or agents who are active in	the management of the
	The entity submitting this sworn statement, or partners, shareholders, employees, members, entity or an affiliate of the entity has been or subsequent to July 1, 1989. However, there Officer of the State of Florida, Division of Ad the Hearing Officer determined that it was not this sworn statement on the convicted vendor	or agents who are active in charged with and convicted has been a subsequent proce ministrative Hearings and that in the public interest to pla	the management of the of a public entity crime eeding before a Hearing e Final Order entered by ace the entity submitting
PUBLIC ENTI AND, THAT T IS FILED. I A ENTERING IN 287.017, FLO	ND THAT THE SUBMISSION OF THIS FOR ITY IDENTIFIED IN PARAGRAPH 1 (ONE) HIS FORM IS VALID THOROUGH DECEMB LSO UNDERSTAND THAT I AM REQUIREINTO A CONTRACT IN EXCESS OF THE TRIDA STATUTES FOR CATEGORY TWO IN THIS FORM.	ABOVE IS FOR THAT PUBER 31 OF THE CALENDAD TO INFORM THE PUBLINESHOLD AMOUNT PRO	JBLIC ENTITY ONLY R YEAR IN WHICH IT IC ENTITY PRIOR TO OVIDED IN SECTION
	_	(Signati	ure)
	Sworn to an subscribed before me this	day of	, 20
	Personally known OR pro	duced identification	
	Type of Identification and Number		
	Notary Public - State of	County of	
	My commission expires		
	(Printed typed or stamped commissioned nam	e of notary public)	
	Notary Seal:		

#### INSURANCE REQUIREMENTS

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

Thirty (30) days prior written notice by registered or certified mail shall be given the Authority of any cancellation or reduction in the policies' coverage except in the application of the Aggregate Limits Provisions. In the event of a reduction in any Aggregate Limit, the Licensee shall take immediate steps to have it reinstated. If at any time the Authority requests a written statement from the insurance company as to any impairments to the Aggregate Limit, the Licensee shall promptly authorize and have delivered such statement to the Authority. Licensee shall make up any impairment when known to it. The Licensee authorizes the Authority and its Insurance Consultant to accompany all information furnished the Authority, as to its compliance with its insurance carriers. As to the operations of the Licensee, all insurance coverage of the Licensee shall be primary to any insurance 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 operations under this Agreement shall commence at the site until the required Certificate of Insurance is received and has been approved by the Authority. Evidence of such insurance approval will be provided to Licensee by the Authority in a Notice to Proceed.

If any General Liability Insurance required herein is to be issued or renewed on a "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:

Ms. Janice Hosey Administrative Assistant to President & CEO Tampa Sports Authority 4201 N. Dale Mabry Hwy. Tampa, Florida 33607

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

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

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

#### **INSURANCE COVERAGE AND LIMITS**

A. **Workers' Compensation and Employers' Liability Insurance** shall be maintained in force during the term of this agreement for all employees of Licensee engaged in this Work under this Agreement, in accordance with the laws of the State of Florida. The amount of the Employers' Liability Insurance 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 shall be maintained by the Licensee. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for the Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, and Products & Completed Operations Coverage and shall not exclude coverage for the "X" (explosion), "C" (collapse) and "U" (underground) Property Damage Liability exposures.

Limits of Coverage shall not be less than:

Bodily Injury, Personal Injury, & Property Damage Liability:

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

Aggregate

\$1,000,000 Each occurrence and Aggregate for Liability under this Specific

Agreement. The Aggregate limits shall be separately applicable to this

specific event.

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

#### **Bodily Injury, Personal Injury & Property Damage Liability:**

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

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

**Bodily Injury & Property Damage Liability:** 

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

## ACKNOWLEDGMENT OF ADDENDA (If applicable)

I,	on this	, day of	, 20	hereby
acknowledge receipt of any and all A	ddenda Notices hereby	issued in regards to	this <b><u>RFP #16-06</u></b> for	
<b>Event Security Services</b> .				
	Addenda Numl	pers Received:		
AUTHORIZED SIGNATURE:				
SIGNATORY'S NAME:				
SIGNATORY'S TITLE:				
COMPANY/PROPOSER:				

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

- 1. This statement is submitted with **Request for Proposal #16-06**, **Event Security 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 is has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
  - a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  - b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
  - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (A).
  - d. In the statement specified in subsection (A), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
  - e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
  - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

PROPOSER'S SIGNATURE:	DATE:

#### HILLSBOROUGH COUNTY GOVERNMENTAL PURCHASING COUNCIL

#### Members of the HILLSBOROUGH COUNTY GOVERNMENTAL PURCHASING COUNCIL

City of Tampa

306 E. Jackson Street Tampa, FL 33602

Joan McConnell, Purchasing Director

po24@ci.tampa.fl.us

Kendal Capaz, Purchasing Mgr. (Alternate)

po15@ci.tampa.fl.us http://www.ci.tampa.fl.us Phone: (813) 274-8353 Fax: (813) 274-8355

City of Plant City

P.O. Drawer C Plant City, FL 33564

Martin Wisgerhof, Acting City Manager

Phone: (813) 659-4200 Fax: (813) 659-4232 http://www.cityofplantcity.org

City of Temple Terrace

Judy Krutcher Asst. Purchasing Agent

P.O. Box 16930

Temple Terrace, FL 33687 Phone: (813) 989-7100 Fax: (813) 989-7185 jkrutcher@templeterrace.com

**Clerk of the Circuit Court** 

601 E. Kennedy Blvd. - 13th Floor P.O. Box 1110

Tampa, FL 33601 Jackie Burns, General Manager I

Joy Caruso, Buyer (Alternate) Phone: (813) 276-8100 Ext. 7721

Fax: (813) 272-5521

**Expressway Authority** 

412 E. Madison, Suite 800

Tampa, FL 33602 Shari Callahan

shari@thcea.org

Patrick McCue, Executive Director Mary Hall, Asst. Director (Alternate)

Phone: (813) 272-6740 Fax: (813) 273-3730

Hills. Area Regional Transit Authority

4305 E. 21st Avenue Tampa, FL 33605 Sharon Dent, Director Phone: (813) 623-5835

Fax: (813) 664-1119 Dents@hartline.org

**Aviation Authority** 

P.O. Box 22287

Tampa International Airport Tampa, FL 33622-2287

Doug Hanlon, Purchasing Manager

Phone: (813) 870-8730

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

Hillsborough County School Board

P.O. Box 3408

Tampa, FL 33601-3408

Hank Morbach, Principal Buyer (Alternate)

Phone: (813) 272-4030 Fax: (813) 272-4007 hank.morbach@sdhc.k12.fl.us

Hillsborough Community College

39 Columbia Drive Tampa, FL 33606

Paul Johnson, Purchasing Manager

pjohnson@hcc.cc.fl.us Vonda Melchior Melchior@hcc.cc.fl.us Phone: (813) 253-7060

Fax: (813) 253-7561

Tampa Port Authority Purchasing Dept.

601 E. Kennedy Blvd., 18<sup>th</sup> Floor P.O. Box 1110, Tampa, FL 33601-1110

Lula F. "Lu" Banks, Director Lynne Fillmon, Purchasing Manager

Phone: (813) 272-5790 Fax: (813) 272-6290 FOD: (813) 272-5938

fillmon@hillsboroughcounty.org

Hillsborough County Sheriff's Dept.

P.O. Box 3371

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

State Attorney's Office

800 E. Kennedy Blvd.

5<sup>th</sup> Floor

Tampa, FL 33602

Mark Ober

Ober M@SAO13th.com Phone: (813) 274-5400 Fax: (813) 272-7014

**Property Appraiser** 601 E. Kennedy Blvd., 16<sup>th</sup> Floor

Tampa, FL 33602

Mike Cook, Asst. Deputy Prop. Appr. Brandon Spicola, Storekeeper (Alternate)

Phone: (813) 276-8831 Fax: (813) 272-5519

custserv@proppr.co.hillsborough.fl.us http://propappr.co.hillsborough.fl.us

**Supervisor of Elections** 

 $601~\mathrm{E.}$  Kennedy Blvd.,  $16^{\mathrm{th}}$  Floor

Tampa, FL 33602

Page 43

Donna Schomer, Purchasing Agent

Phone: (813) 276-8274 Fax: (813) 272-7043

http://www.votehillsborough.org

City of Tampa Housing Authority

1514 Union St. Tampa, FL 33607

Jerome Ryals, Executive Director

Phone: (813) 253-0551 Fax: (813) 251-4522

Tampa Palms Community Dev. District

18311 Tampa Palms Blvd. West

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

**Tampa Port Authority** 

P.O. Box 2192

1101 Channelside Drive Tampa, FL 33601

David Webb, Procurement Officer

Phone: (813) 905-5164 Fax: (813) 905-5109 Dwebb@tampaport.com

**Tampa Sports Authority** 

4201 N. Dale Mabry Highway

Tampa, FL 33607

Deltecia Jones, Procurement Mgr.

Phone: (813) 350-6500 Fax: (813) 673-4308

ihaugabrook@tampasportsauthority.com

**Tax Collector** 

601 E. Kennedy Blvd., 14th Floor

Tampa, FL 33602

Dawn Antinori, Senior Manager

Phone: (813) 307-6222 Fax: (813) 307-6521

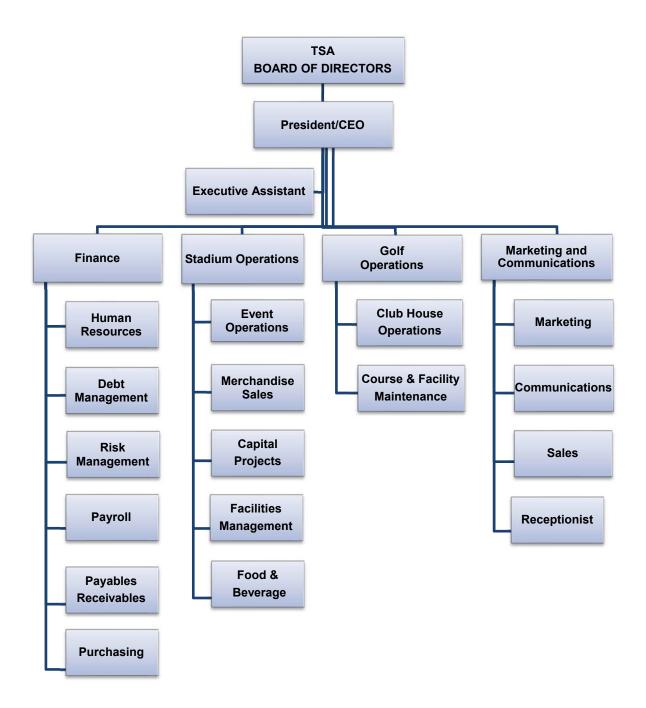
antinori@hctc.co.hillsborough.fl.us

The Children's Board of Hills. County

1205 E. 8<sup>th</sup> Avenue Tampa, FL 33605 Bill Jones, Sr. Manager Phone: (813) 229-2884 Fax: (813) 228-8122

bjones@childrensboard.org

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



#### STATEMENT OF NO BID

## TAMPA SPORTS AUTHORITY – PROCUREMENT DEPARTMENT 4201 North Dale Mabry, Tampa, FL 33607

RFP Number: <u>16-01</u>

Title: <u>Event Security Sevices</u>

**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.

Email the Fax this			
	We do not offer th	nis product/service or an equivalent	
	Our schedule wou	ld not permit us to perform	
	Insufficient time to	o respond to solicitation	
	Unable to meet sp	ecifications	
	Specifications not	clear	
	Unable to meet bo	ond 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):		
REMAI	RKS:		
		No Bid" letter is not executed and returned, our name may be deleted from the list of Tampa Sports Authority.	
SIGNATURE:		DATE:	
NAME (PRINTED):			
COMPANY:			
ADDRI	ESS:		
FEDER	AL TAX ID#:		
PHONE NUMBER:		EMAIL:	

## RFP CHECKLIST

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

Proposer Registration – Page 3	
Cost Proposal – Pages 26-27	
Declaration and Proposal Guarantee – Page 30	
Acknowledgment of Proposer, If a Corporation (if applicable) – Page 31	
Acknowledgment of Proposer, If a Partnership or Individual (if applicable) – Page 31	
Acknowledgment of Principal, If a Corporation (if applicable) – Page 32	
Legal Status of Proposer – Page 33	
Proposer Qualification/Reference Form – Page 34	
Sworn Statement under Section 105.08, Tampa Sports Authority Code on Disclosure of Relationships – Pages 35-36	
Sworn Statement Pursuant to Section 287.133(3)(a), F.S. on Entity Crimes – Pages 37-38	
Submit Certificate of Insurance – Review Pages 39-40	
Acknowledgment of Addenda, (if applicable) – Page 41	
Preferences to Businesses with Drug-Free Workplace Programs Under Section 287.087, Florida Statutes – Page 42	
Statement of No Bid (Complete this form only if not submitting a bid) –Page 43	
Proposal Checklist – Page 45	
wiledge by my signature above that all the above forms Date  licable) have been included in my bid to the Authority.	