



**4201 N. DALE MABRY HIGHWAY  
TAMPA, FLORIDA 33607**

**BID #20-01**

**FIRE PROTECTION MAINTENANCE & HYDRANT TESTING  
SERVICE, RAYMOND JAMES STADIUM**

**MANDATORY PRE-BID TELE-CONFERENCE:**

**MONDAY, DECEMBER 28, 2020 AT 10AM**

**BID DUE DATE:**

**THURSDAY, JANUARY 7, 2021 NOT LATER  
THAN 10AM**

**DELTECIA JONES  
PROCUREMENT DEPARTMENT**

**DECEMBER 2020**

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INVITATION TO BID

**BID #20-01**

**SPECIFICATION FOR:** Fire Protection Maintenance & Hydrant Testing Service,  
Raymond James Stadium

**MANDATORY PRE-BID  
CONFERENCE:** Monday, December 28, 2020 at 10:00am

**BID DUE DATE:** Thursday, January 7, 2021 at 10:00am

**PLACE OF BID OPENING:** Tampa Sports Authority Office (Entrance B of Himes Avenue)

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**GENERAL TERMS AND PROVISIONS:**

1. **BIDS:**

Prices must be quoted on the sheet furnished by this department; no other will be accepted. All prices quoted F.O.B. Tampa, Florida.

The responsibility for getting the bid to the Authority on or before the stated time and date will be solely and strictly the responsibility of the bidder. The Authority will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bid. Bid time will be and must be scrupulously observed. Under no circumstances will bids delivered after the time specified be considered. Such bids shall be returned to the vendor unopened with the notation, "THIS BID WAS RECEIVED AFTER THE TIME DESIGNATED FOR THE RECEIPT AND OPENING OF BIDS".

2. **EXCEPTIONS TO BID:**

The bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. **MODIFICATION OR WITHDRAWAL OF BID:**

Bidders may request withdrawal of a posted sealed proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Purchasing Department, in writing.

Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS:

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

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

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

5. INCONSISTENCIES ON CONDITIONS:

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

6. ADDENDA AND INTERPRETATIONS:

- A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The Authority is not bound by any oral representations, clarifications, or changes made in the written specifications by Authority's employees, unless such

clarification or change is provided to bidders in written addendum form from the Purchasing Manager.

Bidders shall promptly notify the Authority, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

- B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.
- C. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, will be mailed and/or emailed to all prospective Bidders (at the respective addresses furnished for such purposes or as listed on the Mandatory Pre-Bid Conference Sign-in Sheets (if applicable) prior to the date or time fixed for the opening of bids. The Authority will not be responsible for any other explanations or interpretations of the proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the Contract Documents.
- D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

## 7. AWARD OF CONTRACT:

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is considered to be in the best interest of the Authority. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the Authority and based upon the character, fitness, experience, history, and financial status of the Bidder.

- A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the Authority.
- B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.
- C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:
  - 1. The ability, capacity, and skill of the Bidder to perform the contract or provide the service required;
  - 2. Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
4. The quality of performance of previous contracts or services. For example, the following information will be considered:
  - a. The administrative and consultant cost overruns incurred by Authority on previous contracts with Bidder,
  - b. The Bidder's compliance record with contract general conditions on other projects,
  - c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
  - d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,
  - e. The Bidder's demonstrated cooperation with the Authority and/or other contractors on previous contracts,
  - f. Whether the work performed, and materials furnished on previous contracts were in accordance with the Contract Documents.
5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services;
6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service;
7. The quality, availability and adaptability of the goods or services to the particular use required;
8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract;
9. Whether the Bidder is in arrears to any Owner on debt or contract, or is a defaulter on surety to any Owner;
10. Such other information as may be security by the Authority having bearing on the decision to award the contract, to include, but not limited to:
  - a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work;
  - b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects;
  - c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked;

- d. Whether Bidder's contract on other projects has ever been terminated;
- e. The purpose of the above is to enable the Authority to select the bid which is in the best interest of the Authority. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate responsibility of the Bidder;
- f. The Authority reserves the right to defer award of this contract for a period of forty-five (45) days after the due date of bids. During this period of time, the Bidder shall guarantee the prices quoted in his/her bid.

8. BRAND NAMES "OR EQUAL":

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

9. DISCOUNTS:

Discounts for prompt payment offered may be taken into consideration during bid evaluation. Terms of payment offered will be reflected in the space provided on the Bid Proposal forms.

10. TAXES:

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

11. COLLUSION CLAUSE:

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

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

12. 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.

13. **ASSIGNMENT OF CONTRACTUAL RIGHTS:**

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

14. **TIMELY DELIVERY:**

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

15. **DEFAULT OF CONTRACT:**

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

16. **ACCEPTANCE OF MATERIAL:**

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

17. **IDENTICAL TIE BIDS/PROPOSALS:**

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

- A. A Bidder who has signed and submitted a Drug-Free Workplace Statement/Form pursuant to Section 287.087 Florida Statutes, with the bid;
- B. A Bidder who is a Service-Disabled Veteran Business and who is currently registered and can provide proof of registration with Hillsborough County Small Business Enterprise and/or the City of Tampa Small Business Enterprise program(s);
- C. A Bidder who is a Minority or Small Business Enterprise and can provide proof of current registration with the Hillsborough County and/or the City of Tampa's Small Business Enterprise program(s);
- D. A Bidder who has its principal place of business in Hillsborough County;
- E. A Bidder who has a place of business located in Hillsborough County;



F. Otherwise, the bid/proposal may be awarded by coin toss of the best 2 out of 3.

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

18. DAMAGE:

Precaution should be taken to prevent damage to all property. In the event any materials, equipment or other property of the Authority shall be damaged or destroyed by personnel furnished by Contractor, Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of Authority. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

19. EMPLOYEE CONFLICT:

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

20. CONVICTED VENDOR LIST:

In accordance with s.287.133(3) (a), Florida Statutes, prospective Bidders are hereby advised as follows:

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

21. PARTIAL/DUAL BID SUBMITTALS:

If approved by the Authority prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. Tampa Sports Authority reserves the right to award to one (1) or multiple vendors.

**22. OTHER AGENCIES:**

Although the Authority and Raymond James Stadium have been identified as to the recipient of the services to be provided by the Contractor, the services, prices, terms, and conditions specified in this Contract shall be available to any other Authority property upon request. Such properties include: Tournament Sports/Soccer Complex, Babe Zaharias Golf Course, Rogers Park Golf Course and Rocky Point Golf Course.

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality or other agency be obligated for placing an order for any other city, county, municipality or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

**23. BID (BOND) SECURITY: WAIVED**

- A. Each bid must be accompanied by (1) cash, (2) a Cashier's or Certified Check of the Bidder, made payable to the Authority, or (3) a bidder's bond on the Bid Bond Form provided herein (if applicable) in an amount not less than 5% of his/her bid. For purposes of this provision the amount of the bid shall be the Base Bid. The bidders' bond shall be issued by a surety company licensed to conduct business in Florida, which is on the approved U.S. Treasury List, which obtained an A- rating by the latest Best Insurance Guide and which is otherwise acceptable to the Authority.
- B. Said bid security is given as a guarantee that the Bidder will enter into a contract if awarded the work and, in the case of refusal or failure to so enter into said contract, the security shall be declared forfeited to the Authority. Such security shall be returned to all but the three lowest Bidders within three days after the opening of bids and the remaining security will be returned within 48 hours after the Authority and the successful Bidder have executed the Contract. If no Contract has been awarded or the bidder has not been notified of the acceptance of his/her bid, within forty-five (45) days of the bid opening, the Bidder may withdraw his bid and request the return of his bid security. If, at the Authority's request, the Bidder agrees to extend and maintain his/her bid beyond the specified 45 days, his/her bid security will not be returned. Bidder hereby agrees that all Bid prices are firm, fixed prices which the Authority may accept up to 45 days from Bid opening.

**24. LIQUIDATED DAMAGES (If Applicable):**

The Successful Bidder, upon his/her failure or refusal to execute the Contract within Seven (7) days after he has received notice of the acceptance of his/her bid, shall forfeit to the Authority the security deposited with his bid, as liquidated damages for such failure or refusal.

25. SECURITY FOR FAITHFUL PERFORMANCE: WAIVED

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

26. CONTRACT TERMINATION:

The contract may be terminated at any time by the Authority giving written notice to the Contractor sixty (60) days prior to the desired termination date.

27. DUE DILIGENCE:

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

28. 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 the Custodian of Public Records at [publicrecords@tampasportsauthority.com](mailto:publicrecords@tampasportsauthority.com), (813) 350-6515, or 4201 North Dale Mabry Highway, Tampa, Florida 33607.

29. ATTORNEY'S FEES:

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

30. FORCE MAJEURE:

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

31. INCURRED COSTS:

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

32. EX PARTE COMMUNICATION:

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

Tampa Sports Authority, Procurement Manager, 4201 N. Dale Mabry Highway, Tampa, FL 33607 and/or via email: [djones@tampasportsauthority.com](mailto:djones@tampasportsauthority.com).

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

33. PUBLIC DISCLOSURE (Pursuant to Florida's Public Records Act, Chapter 119 F.S.):

- a) Sealed bids or replies to competitive solicitations (RFB, RFP, ITB, etc. are NOT subject to public disclosure until the Authority either 1) issues notice of its intended decision or 2) thirty (30) days have passed after opening of the bids or replies; whichever is earlier;
- b) If the Authority rejects all bids and issues notice of an intent to rebid or reissue the competitive solicitation, the bids, replies, etc. submitted to the first (rejected) solicitation are NOT subject to public disclosure until the matter is rebid and TSA issues notice of its intended decision on the reissued bid or until the reissued bid or solicitation is also withdrawn by the Authority. However, this exemption from public disclosure can last no longer in any event more than 12 months from date of the initial rejection of all bids.

34. 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.

35. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA:

The Authority requires all companies who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the Authority.

36. 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.

37. NON-EXCLUSIVE CONTRACT:

This is a non-exclusive Contract. The Authority reserves the option to purchase any service(s), materials, or equipment from an alternate source.

38. CONTRACT TERMS/OPTION:

- A. This Contract shall be in effect for a three (3) year period beginning February 1, 2021 through January 31, 2024. This Contract may be extended for one (1) additional two (2) year period at the sole option of the Authority at the same terms and conditions as the original Contract to be effective February 1, 2024 through January 31, 2026.
- B. Prices must be valid and remain the same for the first (1<sup>st</sup>) three (3) years of the contract period. Please factor in fuel and personnel adjustments when preparing your bid. Tampa Sports Authority may allow for a cost of expenses increase after the 3<sup>rd</sup> year of the original 3-year period. If the contract period is extended for the additional two (2) year period, Tampa Sports Authority will consider a cost of expenses increase at the beginning of the contract extension period, only. Any requests for the price adjustments for the above period must be received in writing by the Purchasing Department no less than ninety (90) days prior to the commencement of the contract extension period being November 1, 2024. The amount of any price adjustment requested, as well as the staff's experience with the Contractor's service for the year ending, will be used in the determination of any price increase. Failure of the staff and Contractor to agree to any such price increase(s) shall result in termination of the contract as of the last current contract year.
- 3. Request for price adjustments must be solely for the purpose of accommodating an increase in the Contractor's cost, not profits. The percentage charge between the prevailing rate and the requested rate shall not exceed the percentage change between the Consumer Price Index for Tampa-St. Petersburg-Clearwater, FL that was in effect at the beginning of the existing contract period and the one in effect at the time of request for rate increase.

4. Unless otherwise amended in writing and endorsed by both parties, prior to the beginning of each respective renewal period, all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

39. LICENSES AND PERMITS:

The Contractor and/or (if applicable) his subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of his subcontractors must be licensed by the State of Florida, Hillsborough County or the City of Tampa to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the Authority's Purchasing Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the Authority harmless from any liability which may be imposed upon Authority by reason of any alleged violation of the law by contractor, or for failure to pay taxes or secure necessary licenses or permits.

40. BEST & FINAL OFFERS:

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

***As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.***

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Bidder/Proposer Signature

## INFORMATION/INSTRUCTION TO BIDDERS

### 1. MANDATORY PRE-BID CONFERENCE, QUESTIONS, SUBMISSION OF BIDS/BID OPENING:

- A. The Mandatory Pre-Bid Conference is scheduled for **Monday, December 28, 2020 at 10am**. Location is at Raymond James Stadium, Entrance B/C off Himes Avenue, Tampa, Florida 33607. For additional information regarding the mandatory pre-bid conference please call 813.350.6511.
- B. The final day for asking questions regarding this ITB is **Wednesday, December 30, 2020 not later than 10am**. All questions must be submitted in writing and via email to [djones@tagmpasportsauthority.com](mailto:djones@tagmpasportsauthority.com).
- C. Bids will be received by the Tampa Sports Authority and will be opened/reviewed and tabulated on **Thursday, January 7, 2021 at 10a.m.** **If you attend the bid opening, masks are mandatory.**

Bidders, or their representatives, and other interested persons may be present at the opening of proposals. Considering COVID-19, electronic bid submittals will be allowed for this bid. You can email your bids and supporting documents to [djones@tampasportsauthority.com](mailto:djones@tampasportsauthority.com). If you prefer to drop off your bid, you may do so at Raymond James Stadium, Entrance B/C off Himes Avenue, Tampa, FL 33607. Please inform the security guard at the gate that you need to drop off a bid package to Deltecia Jones, TSA Procurement Manager. Any bids received after the said due date and time, either in person or electronically, will be rejected and returned unopened. If you have any questions regarding our bid submittal process, please contact Deltecia Jones at 813-350-6511.

- D. If paper bids are submitted, bidders shall present a sealed, non-transparent envelope, identified with the project name, bid number and contractor's name. If you prefer to mail your bid for this project, please send it to:

**Tampa Sports Authority, Attn: Deltecia Jones, Procurement Dept.  
4201 N. Dale Mabry Highway, Tampa, FL 33607**

- E. Bids shall be signed in ink by an official of the firm submitting the bid. The bid submitted by a partnership shall list the name of all partners and shall be signed in the partnership name by one of the members of the partnership.
- F. Prices must be quoted on the sheet furnished by the Authority. No other will be accepted. All prices shall be quoted F.O.B. Tampa, Florida.
- G. Bids which have been submitted may not be modified or withdrawn after submission. Negligence on the part of the bidder in the preparation of his bid shall not be grounds for the modification or withdrawal of a bid after the time set for bid opening.
- H. The Bidders shall assume full responsibility for timely delivery at the location designated for receipt of Bids. The responsibility for getting the bid to the Authority on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The

Authority will in no way be responsible for delays caused by any express or standard delivery company, courier service and/or the United States Postal Service or a delay caused by any other occurrence or circumstance.

- I. The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bid. Bid time will be and must be scrupulously observed. Under no circumstances will bids delivered after the time specified be considered. Such bids shall be returned to the vendor unopened with the notation, "THIS BID WAS RECEIVED AFTER THE TIME DESIGNATED FOR THE RECEIPT AND OPENING OF BIDS".

2. **DEFINITIONS:**

A. **THE BID:**

A Bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

B. **BASE BID:**

The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids, if any.

C. **ALTERNATES:**

An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Authority in any combination or not at all.

3. **PREPARATION AND SUBMITTAL OF BID FORM(S):**

- A. Bids shall be submitted utilizing the Bid Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be cause for disqualification or rejection of the bid.
- B. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.



- C. Bids shall not contain any conditions, restatement, or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

4. **INDEMNIFICATION:**

- A. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the Authority, its officers, employees, agents, elected and appointed officials and volunteers, RJS Stadium – A Commercial Condominium, Hillsborough County and the City of Tampa (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages, whether or not a lawsuit is filed, including, but not limited to, costs, expenses and attorneys and experts fees at trial and on appeal (collectively, “Claims”) for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

- 1) The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives, or subcontractors; or
- 2) The failure of Contractor, its employees, agents, representatives, or subcontractors to comply and conform with applicable Laws, as hereinafter defined; or
- 3) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Contractor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
- 4) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors.

- B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

5. **BASIS OF AWARD**

Award may be made to the lowest responsive and responsible bidder meeting bid specifications, price, and other factors.

6. **DEVIATION**

Bids from vendors which make any exceptions to the specified terms and conditions will be subject to rejection. Bidders requesting information or clarification should contact Deltecia Jones, Procurement Manager at 813-350-6511.

7. **COMPENSATION**

The Authority shall pay the Contractor upon completion and inspection of the work site(s) by an Authority representative. Payment shall be made to the Contractor approximately thirty (30) days after the invoice is received and approved by the office of the Authority. All invoices shall be mailed to Tampa Sports Authority, 4201 N. Dale Mabry Highway, Tampa, FL 33607, Attention: Accounts Payable or emailed to [JKors@tampasportsauthority.com](mailto:JKors@tampasportsauthority.com). Please notify the Authority if your payment terms are other than Net 30. All work shall be authorized by the Owner/Representative or his designee. A written Blanket (Annual) Purchase Order may be issued as authorization to proceed with the service.

8. **SUB-CONTRACTING**

The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without the prior consent of the Authority. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the Authority within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first.

9. **WORK SIGN-OFF**

A written report (work ticket) evidencing completion of work at the said location is required. Contractor shall notify the Director or onsite Manager, or designee, immediately upon completion of work at said location to arrange for a site inspection and sign-off for payment. Failure to do so will result in non-approval of payment on invoices for work performed until such time the evidence of work completion is provided to the Authority.

10. **WORK TICKET**

The Contractor shall submit with its invoice, signed-off work tickets for said work evidencing inspection and acceptance by the Director or onsite Manager or his designee for said location. The invoice shall itemize services performed by the amount due for said work. When submitting an invoice for payment, you must provide to the Authority the number of personnel hours and hourly rate per person.

11. **WORK PERSONNEL & SUPERVISORS**

Contractor shall employ, or have under their control, sufficiently qualified and competent personnel to perform work promptly and in accordance with the contract schedules and requirements expressed in this Bid document.

All the Contractor's personnel must be capable of performing at an effective level in accordance with specifications and industry standards. All work shall be performed in a workmanlike and safe manner and in compliance with all federal, state, and local laws and codes.

The Contractor shall utilize, on this contract, only workers that are skilled in the tasks to which they are assigned. The Authority retains the right to require the reassignment of an employee or employees as the Authority may deem necessary. Reasons for this request may be, but are not limited to: Poor work performance, incompetence, carelessness, disruptive or otherwise objectionable behavior. Any request for reassignment is in no way a call for dismissal. It is to be considered just a request for the individual to be reassigned away from the facility where work is being performed. Contractor shall provide all supervision on site to coordinate and inspect work.

12. **EVENT INTERRUPTION**

Work shall be done in a way to minimize interruption of events that may be held at the time of work. The Manager/Director will provide an event schedule to the awarded vendor for review and scheduling purposes.

13. **OCCUPANT SAFETY**

Work shall be done in such a manner to create a safe working and walking situation for occupants and visitors of Raymond James Stadium. Work shall be done in a manner as to be of little disruption to occupants and visitors of the facility. Work shall be done in a manner that does not compromise the security of the facility or its occupants and/or visitors. Contractor shall provide safety cones, etc. to cordon off the work area(s).

14. **EQUIPMENT AND SUPPLIES SAFETY**

All equipment shall be safety checked prior to utilization on said property and must conform to all applicable State of Florida codes and OSHA regulations, prior to the start of work. The Authority reserves the right to request the removal from the work site any equipment or supply it may feel does not meet the aforementioned codes or regulations. In addition, the Authority may request the halt of any unsafe practices by the Contractor and/or its employees that are observed during the carrying out of the contracted services. This will in no way relieve the Contractor of complying with the said work.

15. **CLEANING**

All work areas shall be left in a clean and acceptable way. All debris must be removed at the end of each workday and at the end/completion of the said work.

16. **BUILDING RULES:**

If applicable, Contractor crew shall abide by the policies and rules of the venue. Contractors and crew members shall abide by all security procedures required to gain entrance to the venue and its property. All workers shall be required to check in at Dock B with 24-hour security or the Supervisor/Manager must contact the Authority to assist with check in.

## INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

<b>Florida Statutory Requirements:</b>	<b>\$500,000 Limit Each Accident</b>
	<b>\$500,000 Limit Disease Aggregate</b>
	<b>\$500,000 Limit Disease Each Employee</b>

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

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

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

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

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

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

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:**

<b>\$1,000,000</b>	<b>Combined Single Limit Each Occurrence</b>
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3. **Automobile Liability Insurance** shall be maintained by the Licensee as to the Ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles to be used for the engagement with limits of not less than:

**Bodily Injury & Property Damage Liability:**

<b>\$1,000,000</b>	<b>Combined Single Limit Each Occurrence</b>
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## SPECIAL PROVISIONS

### PURPOSE

- A. The purpose of this Invitation to Bid is to describe the requirements of Tampa Sports Authority and Raymond James Stadium for general and miscellaneous maintenance services for the existing fire protection equipment.

### SCOPE

- A. Provide labor, equipment and materials to inspect, service, repair and provide maintenance for the fire protection equipment at Raymond James Stadium and annual fire hydrant flow testing with a report. The system includes but is not limited to the following:
- a. Class III Standpipe System.
  - b. Fire Sprinkler System.
  - c. Fire Pump, Jockey Pump and Controllers.
- B. Test and Inspection: Technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices such as but not limited to Control Valves, Wet System Test and Inspect which includes Tamper, Flow, Gate Valves, Fire Department Connections, Water Flow Switches, Main Drain Valves and Hydrants. Tests will be scheduled in advance with the designated Tampa Sports Authority point of contact.
- C. Annual wet pipe sprinkler test & inspect includes but not limited to all items noted in the Quarterly Inspection which shall also consist of inspecting gauges, systems valves, water flow alarms, components and signs; operating control valves; testing tamper and flow switches, and local alarms and signals; opening main drain to record static and residual pressures; inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.
- D. Quarterly wet pipe sprinkler test & inspect includes inspecting gauges, water flow alarms, valve supervisory alarms, hydraulic nameplate, and control valves for position. Test mechanical alarms and low-pressure alarms if present. One main drain test conducted downstream of main backflows or pressure reducing valves.
- E. The Contractor will be prepared to provide 24 hour / 7-day support to Authority which will primarily be provided by the Stadium Team as needed. Primary shift coverage is 8:00 a.m. – 5:00 p.m. local time Monday through Friday except observed Authority Holidays
- F. The successful bidder agrees to respond on an emergency basis to temporarily disconnect and/or secure fire protection systems that malfunction due to wear, tear or other acts unforeseen. This emergency response is protection to citizens and Authority property where delays could cause damage to the system if left unattended for an inordinate time. For the purpose of this contract, an emergency response is defined as a response within Two (2) hours of notification.
- G. The general fire protection maintenance work shall include all areas of Raymond James Stadium.

- H. All inspections performed, service calls and repairs shall be electronically documented showing work performed with any deficiencies identified.

#### GENERAL CONDITIONS

- A. The Authority reserves the right to inspect completed work for compliance with applicable codes and workmanship. Work found to be unsatisfactory shall be corrected within forty-eight (48) hours of notification. If not completely satisfactorily, the Authority reserves the right to terminate said Contract.
- B. All work shall be authorized by the Tampa Sports Authority's designated representative. The Contractor shall provide a written estimate for each work assignment, which shall include how many man hours will be required, and any materials or rental equipment required. If the Owner determines the estimate to be acceptable, a written Purchase Order will be issued as authorization to proceed with the work. If the estimate is unacceptable, no work shall be performed until acceptable terms have been established and authorization provided by the Owner.
  - 1. A Blanket Purchase Authorization (BPA) will be issued for the full term of the Contract. Release Purchase Authorizations will then be issued for individual jobs.
- C. Licenses and Permits: The Contractor must have and maintain, at his expense, all necessary and applicable licenses and permits. The Contractor must be licensed by the City of Tampa or Hillsborough County to do any fire protection maintenance. The Contractor must be active, valid, certified or registered. A copy of the Contractor's license should be submitted to the Authority's Purchasing Department with their bid proposal.
- D. Codes: All work shall comply with the designated city of county codes.
- E. The Contractor must have at least five (5) years of fire protection service experience. The Contractor shall provide at least five (5) references documenting their successful experience with fire protection with their Proposal.
- F. The Contractor must be equipped to complete work in a timely period. For any major repairs that cannot be completed within a timely period, the Contractor must notify the Authority's designated representative of the problem and give the time frame for completion. Additional time may be authorized if approved by the Owner.
- G. The Contractor shall always have sufficient and qualified personnel available to perform the work assigned when requested by the owners. The Contractor must have qualified personnel assigned to this Contract who are licensed in the City of Tampa, County of Hillsborough, and State of Florida.
- H. The Contractor shall follow Contractor Policies Exhibit "A" and RJS COVID Entry SOP Exhibit "B" when performing work at the facility.
- I. Contractor is required to submit a company COVID Plan as outlined in RJS Contractor Covid-19 Plan Template Exhibit "C".

## GENERAL CONDITIONS

- A. Other materials may be authorized by the Tampa Sports Authority when such materials are deemed necessary to perform work outside the scope of this agreement. Materials purchased by the Authority outside the scope of this agreement shall be provided by the Contractor at the actual cost of the material plus 10%. This factor is firm and shall not be changed by the Bidder. An estimated amount, not to exceed ten thousand dollars (\$10,000.00) is projected for this cost, per incident and/or project.

## LABOR RATES

- A. The labor rates for fire protection maintenance are to include, but limited to: wages, fringe benefits, overhead and vehicle required for the performance of work.

## PAYMENT

- A. When submitting an invoice for payment, the following procedures should be used:
1. Number of man hours and unit price rate for each category of labor.
  2. Other materials used and their cost to the Authority. The cost will include actual cost by invoice. Contractor shall include a copy of the invoice (s) for other materials.
  3. Other equipment and their cost to the Authority: This cost will include the actual cost by invoice. Contractor shall include copy of the invoices (s) for other equipment.



## SPECIFICATIONS

### PART 1 - GENERAL

#### 1.1 WORK INCLUDED

- A. Provide labor, equipment and materials to inspect, service/repair and provide maintenance for fire protection equipment at Raymond James Stadium and annual fire hydrant flow testing with a report. The system includes but is not limited to the following:
1. Class III standpipe system.
  2. Fire sprinkler system.
  3. Fire pump, jockey pump and controllers.

#### 1.2 QUALITY ASSURANCE

- A. Contractor Qualifications: Work shall be performed by a Contractor regularly engaged in the design and installation of fire protection systems in accordance with the National Fire Codes (NFC) requirements and having at least three (3) years continuous experience in this type of work. Experience shall include projects of similar type, size and complexity. Contractor must be licensed by the Florida Fire Marshal's Office.
- B. Requirements of Regulatory Agencies: Total system shall be maintained and deemed acceptable upon completion of service/maintenance/testing to the following agency's standards:
1. City of Tampa Building Department.
  2. City of Tampa Fire Marshal's Office.
  3. Owners insurance carrier's requirements.
- C. Certificate of Completion/Report: Submit certificate upon completion of fire protection work, stating that the work has been completed and tested in accordance with the specified standards, that there are no defects in the system, and it is operational.
- D. All materials and equipment used in the installation of the fire protection system shall be as approved in the Underwriters' Laboratories list of inspected fire protection equipment and materials, or the Factory Mutual Laboratories list of approved equipment and fire protection devices involving fire hazard, and shall be the latest product of the manufacturer, and shall bear their label.
- #### 1.3 WARRANTIES
- A. All work and any additional services/work performed shall be warrantied.

INVITATION TO BID

By signing this bid, the bidder agrees that this bid is made without any understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

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

<b>Bid 20-01:</b>	<b>Fire Protection Maintenance/Service &amp; Annual Fire Hydrant Flow Testing</b>
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The Proposer, in submitting this bid, guarantees the following pricing for forty-five (45) days unless an extension of time agreement is reached between the Proposer and the Authority:

**BID FORM**

I	II	III	IV	V	VI	VII
ITEM	DESCRIPTION	UNIT OF MEASURE	YEAR 1	YEAR 2	YEAR 3	EXTENDED ANNUAL COST (Add cost for years 1 through 3)
1	Quarterly Inspection Rate	PER YEAR				
2	For Annual Fire Hydrant Flow Testing w/Report(s)	PER YEAR				
I	II	III	IV	V	VI	VII
ITEM	DESCRIPTION	UNIT OF MEASURE	HOURLY RATE	3 YEAR ESTIMATED QUANTITY	N/A	EXTENDED RATE (Multiply Hourly Rate(Xs) Estimated Quantity)
3	General Labor Rate General Labor Rate for any additional work Monday-Friday (8 am - 5 pm)	Hourly		225	N/A	
<b>Hours of Service:</b>						
The Contractor will be prepared to provide 24 hour / 7-day support to Authority. Regular Business Hours are 8:00 a.m. – 5:00 p.m. local time Monday through Friday except observed Authority Holidays.						
<b>Grand Contract Total</b> (Add column VII from item numbers 1-16 above)						\$

**GUARANTEE OF BID PROPOSAL**

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

Street Address: \_\_\_\_\_

City State Zip  
Mailing Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida:  Yes  No If yes, License #: \_\_\_\_\_

State of Florida Corporation ID # (From Secretary of State): \_\_\_\_\_

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

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*(Authorized Signature in Ink)*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*(Printed Name of Above Signer)*

\_\_\_\_\_  
*Corporate Seal (Where appropriate)*

\_\_\_\_\_  
*(Printed Title of Above Signer)*

\_\_\_\_\_  
*(Date Signed)*

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

**ACKNOWLEDGMENT OF ADDENDA (If applicable)**

I, \_\_\_\_\_, on this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_ hereby  
acknowledge receipt of any and all Addenda Notices hereby issued regarding this Bid #20-01 for  
Fire Protection Maintenance and Hydrant Testing Service at Raymond James Stadium.

**Addenda Numbers Received:**

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

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

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

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

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

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

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

SS

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

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

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

WITNESS my hand and official seal the date aforesaid.

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

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

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

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

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

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

SS

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

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

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

WITNESS my hand and official seal the date aforesaid.

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

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

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

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

**ACKNOWLEDGMENT OF PRINCIPAL, IF CORPORATION**

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

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

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

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

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

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

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

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

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

NOTARY PUBLIC:

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

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

SEAL

**LEGAL STATUS OF BIDDER**

This Proposal is submitted in the name of:

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

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

Street \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

**BIDDER REFERENCES**

The bidder shall submit the following minimum information as reference for three (3) similar construction projects that have been completed successfully by the bidder in the Southeastern United States within the last five (5) years. Three projects are required to qualify the firm to bid.

References will be contacted; projects will be reviewed for quality of workmanship. Information supplied will be considered in the award of this contract.

**BIDDER NAME:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

1. This sworn statement is submitted to \_\_\_\_\_  
(Print name of the public entity)

by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

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

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

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

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_ OR produced identification \_\_\_\_\_

Type of Identification and Number \_\_\_\_\_

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

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

**NOTARY SEAL:**

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

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

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

2. This sworn statement is submitted by: \_\_\_\_\_

\_\_\_\_\_  
(Name of entity submitting Statement)

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

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

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

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

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

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

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

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

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

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

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

Name of Affiliate  
or entity

Name of TSA Commissioner  
or employee

Relationship

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

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

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

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

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

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

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

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

**NOTARY PUBLIC:**

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

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

Notary Public, State at large

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

**(SEAL)**

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

1. This statement is submitted with **Invitation to Bid #20-01. Fire Protection Maintenance & Hydrant Testing Service at Raymond James Stadium.**
  
2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the Authority for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
  - a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for specifying the actions that will be taken against employees for violations of such prohibition.
  
  - b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
  
  - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (A).
  
  - d. In the statement specified in subsection (A), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
  
  - e. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
  
  - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

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

**STATEMENT OF NO BID**

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

**Bid Number:** 20-01  
**Title:** Fire Protection Maintenance & Hydrant Testing Service at RJS

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

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

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

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

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

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

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

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

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

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

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

**BID CHECKLIST**  
**(Not a mandatory form)**

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

- General Terms and Provisions Acknowledgment “Proposer’s Signature” – Page 14
- Bid Proposal – Page 26
- Guarantee of Bid Proposal – Page 27
- Acknowledgment of Addenda (If applicable) – Page 28
- Acknowledgment of Bidder (If a Corporation, Partnership or Individual) – Page 29
- Acknowledgment of Principal, If Corporation – Page 30
- Legal Status of Bidder – Page 31
- Bidder Reference Form – Page 32
- Sworn Statement – Public Entity Crimes – Page 33-34
- Sworn Statement – Disclosure of Relationships – Page 35-36
- Drug-Free Workplace Acknowledgment – Page 37
- Statement of No Bid (Complete this form only if not submitting a bid) – Page 38
- Bid Checklist (Not a mandatory form) – Page 39

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

*Date*



## **Stadium Contractor Policies**

### **Clean up:**

Contractor shall provide their own dumpsters which will be located in no-fly zone or as directed by the TSA. No trash to be placed in owner's dumpsters or recycle containers. If this happens, contractor will be back charged for remediation.

Trash chutes may be constructed as long as there is no permanent damage done to the building. Coordinate with owner to assure the location does not interfere with pedestrian safety at ground level and is adequately protected.

Daily cleanup of job site required. The contractor is responsible to ensure all areas are cleaned before leaving for the day and provide daily written verification that all work areas have been cleaned. ISS, a private cleaning contractor located on site who is available for employment by the contractor if desired. If the building and or work areas are not properly cleaned the TSA will direct our cleaning contractor to address the areas of concern which will result in the reimbursement for the cleaning costs incurred.

Placing trash in stadium compactors, trash containers, dumpsters is not allowed.

Personal trash, such as water bottles, food wrappers, etc. shall be disposed of in trash containers provided by the contractor. Trash containers are expected to be emptied daily before leaving the jobsite. Do not place any trash in the owner's trash containers located throughout the facility.

Removal of ceiling tiles in occupied spaces shall be done so wearing rubber gloves and or with clean hands. Ceiling tile debris, ceiling fire proofing is expected to be cleaned / vacuumed up before leaving the space. Any ceiling tiles which are found to be broken, stained or damaged will be replaced with the time and material billed back to the contractor.

### **Building use/access:**

Parking will be on the grass to the right of the entrance, behind the cooling towers or as otherwise designated by the TSA.

Pedestrian entry to the building is at 24-hour security at dock B. Bags may be examined. Keys and/or access cards are available for checkout from the TSA point of contact for the project. The issuing of keys



and access badges will require the contractor to sign them out daily and should only be used for access to where work will be taking place. Any keys that are lost will result in the contractor being charged for the re-keying of the building locks that are associated with the lost key. Access badges that are lost will result in a charge of \$25.00 being invoiced to the contractor for the replacement of the badge.

The contractor is required to make the necessary arrangements for portlets, the use of TSA restrooms within the facility is prohibited unless approved in writing by the TSA.

Use of Club, Press Box and Handicap elevators is not allowed within the facility.

Use of the freight elevators located in quads "A" and "B" is allowed for the transportation of material and equipment only. The use of the freight elevators will require approval from the TSA and will require training for the contractors designated staff who would operate it.

Any trucks that park on the asphalt parking lot shall not back into the parking spaces as to prevent damages and to ensure proper clearances for maintenance on the landscaping beds.

All vehicles which require entry into the stadium will require TSA approval. The TSA vehicle request form will need to be submitted and approved a minimum of 24 hours in advance for the day requested. Requests for vehicle entry into the facility shall be for the use to drop off / pick-up equipment, supplies and tools or if the vehicle is required to complete a function of the work being performed. Vehicle requests should not be requested as a means of transportation throughout the facility.

Vehicles with approved access will be issued a vehicle movement pass from the security officer located at the guard shack located at the Himes avenue entrance. Assigned vehicle movement passes shall be displayed from inside the vehicle on the driver's side dashboard. Vehicular access will be through the pass out gates at ramp B which will provide access into the facility for work taking place other than the service level. Vehicles requiring access for work on the service level will enter at the "B" loading dock and enter through the swing gate. Clearance for an unloaded vehicle is 10' on ramps or other low areas.

UTV's, ATV's, Golf Carts and other vehicles are permitted to be used and kept on-site with TSA approval. Vehicles of this nature will be assigned an area where they should be kept when not in use after hours. All vehicles being operated by a contractor and or their sub-contractors shall be operated in a safe manner, yield to pedestrians, and no speeding. All vehicles shall always have the company name and contact number clearly displayed on them.

Personnel using equipment for high access such as scissor lifts, wheeled elevated platforms, JLG's, etc must observe all industry safety standards and use tie off straps or other restraints. Personnel who are observed working in an unsafe manner will be asked to leave the jobsite.

Contractor shall provide the TSA upon request a copy of their safety program.

Contractor shall report to the TSA any work-related injury or safety violation that occurs on the job site.

Contractors shall not enter or exit any exterior door without permission from the assigned TSA representative. Failure to comply with result with the individual immediately being removed from the job-site.

Doors within the facility shall not be propped open without permission from the assigned TSA representative. Doors that are approved to be temporarily propped opened shall not be left unattended. Any necessary propping of doors shall be accomplished by proper means and in a way that will not cause damage or stress to the door or door hardware.

Any damage to the Stadium that occurs as a direct result of any of the contractor's activities should be reported immediately to their assigned TSA point of contact and 24 hour Security at 813-350-6531. If contractor observes any damage or pre-existing conditions in their areas of work that was not caused by contractor's activities, document in writing and photos and report to their assigned TSA point of contact.

**Staging:**

Staging will be provided in the no-fly zone or in an area designated and approved by the TSA. Coordination and placement of trailers, dumpsters, heavy equipment and storage units shall be coordinated with the TSA's point of contact. All equipment, trailers, dumpsters and storage units shall be clearly identified with the company name and contact number.

Large deliveries may be accepted at the loading dock located at Dock "B". Notification of deliveries shall be communicated to the assigned TSA point of contact and contractor shall be on-site to accept deliveries. Contractor must provide own equipment and labor for unloading and movement. Material will not be allowed to sit on the dock for longer than one business day without TSA approval.

**Conduct:**

Radios, Earphones, ear buds and headphones are not allowed due to safety.

Zero tolerance for drugs or alcohol.

Smoking is not permitted in the facility. Employees are approved to smoke at the designated smoking area located outside of the Dock "B" loading dock.

A designated break area will be assigned by TSA if required.

TSA expects proper conduct by personnel, no unacceptable language or behavior is permitted.

**Emergency Procedure:**

In case of emergency call 24 hour security, 813-651-6531. FIRST before calling for authorities. Security can then expect the arrival of emergency vehicles and direct them accordingly.

Emergency numbers are as follows: Stadium Security, 24 hours a day, 813-350-6531 or Tampa Sports Authority Office, 8AM to 5PM, Monday-Friday, 813-350-6501.

**Accidents should be reported to security and the TSA office as soon as possible.**

**Security:**

**The Friday before an event (events that are scheduled to be held on a Saturday and Sunday) or a day to be determined there will be a security sweep of the facility. During a security sweep which starts at 1:00pm there will be no individuals allowed back into the building until the sweep is completed. Workers that are inside the building prior to the beginning of the security sweep must stay inside or will not be readmitted after the sweep is completed which can take as long as 1-1/2 hours.**

**Other:**

**These written guidelines are not necessarily all inclusive, and TSA reserves the right to immediately address any other concerns not specifically outlined here and require corrective action from the contractor. TSA will take whatever measures deemed appropriate to enforce safety and protection of personnel and property from danger or damages.**



## **Raymond James Stadium: COVID-19 Entry SOP**

Until further notice, all persons requiring access to Raymond James Stadium or its exterior work sites must enter via the 24 Hour Security entrance located to the right of Loading Dock B on the North East corner of the stadium. Each person will be required to go through a screening process prior to entering the stadium and be required to wear a facial covering (covering the mouth and nose) while inside the stadium.

Each person working at an exterior worksite at Raymond James Stadium will be required to go through a screening process prior to starting work and will be required to wear a facial covering (covering the mouth and nose) when in close proximity to another individual.

All persons must maintain a six-foot distance from other individuals at all times if possible. Persons who cannot maintain the 6-foot distance due to the nature of their job must at a minimum wear a facial covering and goggles. A hazard assessment will be performed to determine if any other Personal Protective Equipment may be necessary when individuals must work within 6-feet of one another.

### **ENTRY PROCESS:**

#### **❖ Initial Screening – Survey & Temperature Check**

- Signage will be posted on the walking path leading up to and at the 24-Hour Security Entrance with the following screening questions listed:
  - Are you currently feeling ill or have had a fever in the last 72 hours?
  - Have you been in contact with someone who has tested positive of COVID-19 or who is experiencing any symptoms of the virus?
  - Have you traveled outside of the country or to the New York Tri-State area (New York, Connecticut, New Jersey) within the past 14 days?
- Security Officer at the 24-Hour Security Entrance will ask each patron to acknowledge that they read the signage and can answer NO to all three questions.
- Security Officer will use an infrared thermometer to obtain each person's temperature. The infrared thermometer allows for scanning of the individual's forehead without touching the person.

- Individuals who answer yes to any of the questions posted on the signage and/or have a temperature above 100.4 degrees will be denied entry into the stadium and will be instructed to leave the premises and contact their Manager and Human Resources. Those employees who only display a temperature of 100.4 to 101 degrees will be allowed a 10 minute normalization period prior to their temperature being re-checked (see below).
- Individuals who pass both of the above screening measures will then go through normal check in and security procedures before being granted access to the stadium or exterior worksites.

❖ **Secondary Temperature Check**

- Individuals who did not pass the initial temperature check process must undergo a secondary temperature check after they have been given a 10-minute normalization period if they have just come from an outside environment. They must do so away from the primary screening area and preferably in the shade.
- If the person then displays a temperature of below 100.4 degrees, they will be permitted into the stadium under normal check in and security procedures.
  - If a person still shows a temperature above 100.4 after the 10-minute normalization process they be denied entry into the stadium/exterior worksite and will be asked to leave the premises. Please report this information to your Manager and Human Resources.

❖ **Safety Measures**

- The Security Officer will administer the temperature check from behind a plexiglass window
- The thermometer will be disinfected any time it comes in direct, or close, contact with a person(s).

***\*If an individual does not pass the initial screening and does not wish to undergo the secondary screening, they do not have to do so; however, access to the facility will be denied.***



## **COVID-19**

# **Contractor and Vendor Requirements**

### Introduction

It is a TSA requirement that all Contractors and Vendors shall provide a company COVID-19 plan which must be submitted, reviewed and accepted before services can be provided at the stadium.

The following is an outline of the COVID-19 requirements for Vendors and Contractors who will be performing services at Raymond James Stadium to provide within their Company COVID-19 plan. All plans shall be submitted directly to your point of contact for the entity (Buccaneers, Legends, Fanatics, Tampa Sports Authority, Etc) that you are performing services for at the stadium. The entity will review your company COVID-19 plan and upon their acceptance submit it to the to the Tampa Sports Authority. The Authority will then review your company COVID-19 plan within 48 business hours upon receiving it from the entity.

All companies working at Raymond James Stadium are required to submit their company's COVID plan on Company letterhead which shall include at a minimum the following criteria which will require review and acceptance before being permitted into the Stadium.

- Personnel must adhere to all Applicable State / Local regulations in place for COVID-19.
- Personnel will adhere to all protocols and precaution set forth in the provided "RJS – COVID-19 Entry SOP" document for screening and stadium entry.

### **Include Company Contact in Company COVID Plan**

- Name:
- Phone:
- Email:

This should be the on-site vendor contact who will ensure and report on adherence to the policy. Name, phone and email should be provided.

#### **Include Stadium Project Lead in Company COVID Plan**

- Name:
- Phone:
- Email:

This should be the Buccaneers, Legends, TSA, etc. rep that is the project lead and will oversee the project daily. Name, phone, and email should be provided.

#### **Prior to Coming to Work:**

Provide your company policy and procedure that is expected to be followed by employees to ensure they do not report to Raymond James Stadium if they are experiencing any of the COVID-19 symptoms. Provide symptoms, who they should be contacting and the procedure they are expected to follow.

What protocol is in place, specifically referencing a link to CDC symptoms (<https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>) or a list of these symptoms, to do home health checks before arriving to the stadium.

#### **Covid-19 Employee – Company Training:**

- Provide an outline of the employee training that is provided related to COVID-19 and the Site-Specific requirements when working at Raymond James Stadium.
- Provide who is conducting the training and how are training records documented.
- Personnel must have been trained on CDC guidelines for hygiene and preventing the spread of COVID-19. (<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>)

Provide a list of the training materials used in training (including the CDC guidelines that are linked, Site Specific Plan, RJS Entry SOP). It should state who will be training staff, when that training will take place (on-site upon arrival for first day, or off-site before arrival), and that a training log will be kept to ensure that everyone is documented for having gone through the site-specific training.

#### **Hygiene and Safety:**

- At a minimum, personnel should adhere to the following best practices as detailed by the CDC:
  - Wash your hands often (minimum 20 seconds)
  - Avoid close contact
  - Cover your mouth and nose with a cloth face cover
  - Cover coughs and sneezes
  - Clean and disinfect
  - Monitor your health daily

As stated above, the CDC guidelines for hygiene and preventing the spread of COVID-19 must be referenced and included in training. These broad categories above are further defined on the CDC website: <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>

#### **Working Practices at the Jobsite:**

- List the measures that will be taken to ensure all touchpoints such as doorknobs, doors, counter tops, equipment, light fixtures, equipment, tables, chairs, carts, railings, etc are sanitized after contact.

Plan should include acknowledgement that the touchpoints noted above are sanitized through your plan.

- Provide who will be performing the sanitization and the methods that will be used.

Provide whether sanitization be self-performed or done by others. Typically, small projects will use available stadium restrooms cleaned by stadium staff, but self-sanitize touchpoints. If projects are more involved or the need arises, additional sanitization services can be potentially contracted with the stadium cleaning vendor.

- List PPE that will be provided and worn by the employees while on the jobsite.
- Provide the company's process and procedure when work will require employees to be within 6 feet from one-another. The plan (at a minimum) should also indicate that a mask is to be worn at all times while employee will be working in the building and a face shield or goggles must be worn if social distances of at-least 6 feet cannot be met.

PPE should meet minimum requirements as noted above and be spelled out in the plan.

- COVID-19 plan should indicate that "only assigned restrooms are to be used by employees". Stadium contact will provide list of assigned restrooms when employees are on-site.

This is requested in the plan as stated.

#### **Tools and Equipment:**

- Provide your company's policy and procedure regarding the sharing of tools and equipment with the measures that will be taken to ensure that they are not shared without being sanitized.

Provide clarification on if tool sharing is allowed, and if done, what sanitization process is in place.

#### **Notification:**

- Provide company's process and procedure for employee that was determined to be COVID-19 positive while working at the stadium. This should include notifying the building owner (Tampa Sports Authority).

Plan should address two things:



1) Included in your plan that you will provide email notification to Chris Jacquot and Stadium Project Lead (see above) if someone who is working in the building tests positive while here or within a period of time (i.e. 14 days) of working here.

2) Procedures for allowing an employee that has previously tested positive or had COVID-19 symptoms to come to stadium to work. If someone tests positive do they have to wait a period of time (i.e. 10 or 14 days), get a negative test, etc. before they can return to work.

#### **Disinfectants and Sanitizations Products:**

- Provide the list of sanitization and disinfectant chemicals that will be furnished to the employees and used at Raymond James Stadium. All products used must have an EPA registration number which must be provided with an SDS sheet within your company COVID-19 plan.

For all plans, provide cleaning chemical, EPA Number and SDS sheet included as one single attachment as the company's COVID-19 Site Specific Plan.

#### **NOTE:**

**Submitted company COVID-19 plans will be reviewed within 48 business hours and require written acceptance before access into the stadium will be approved.**