

4201 N. DALE MABRY HIGHWAY TAMPA, FLORIDA 33607

BID #23-03

PEST CONTROL SERVICE, RAYMOND JAMES STADIUM

MANDATORY PRE-BID CONFERENCE:

TUESDAY, DECEMBER 5TH, 2023 AT 10AM AT THE TAMPA SPORTS AUTHORITY OFFICE

BID DUE DATE:

THURSDAY, DECEMBER 14TH, 2023 (Not Later Than 10:00 am)

NOVEMBER 2023

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GENERAL TERMS & PROVISIONS – BID 23-03

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SPECIFICATION FOR: Pest Control Service, Raymond James Stadium

MANDATORY PRE-BID CONF.: Tuesday, December 5th, 2023 (at TSA Office at Raymond James Stadium)

BID DUE DATE: Thursday, December 14th, 2023 (not later than) 10:00am

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

GENERAL TERMS & 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 be 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. <u>MODIFICATION OR WITHDRAWAL OF BID</u>:

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 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.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. The Authority reserves the right to waive any minor informality or irregularity.
- (H) Failure to sign and return any addenda.
- (I) Bids <u>may be rejected</u>, unless the Authority approves the delivery method.
- (J) A final decision to award cannot be made by the Authority due to unseen/unknown circumstances.

5. <u>INCONSISTENCIES ON CONDITIONS</u>:

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 Procurement 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 <u>or</u> 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 the 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.
 - 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 the 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 the 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. <u>TAXES</u>:

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/LGBTQIA2+:

The Authority is an equal employment opportunity employer and encourages the firms and contractors with whom it does business to likewise follow these principles. WMBE/DM/DWBE/SBE/S-DV/LGBTQIA2+ 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. <u>DEFAULT OF CONTRACT</u>:

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. <u>ACCEPTANCE OF MATERIAL</u>:

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. <u>IDENTICAL TIE BIDS/PROPOSALS</u>:

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:

Precautions should be taken to prevent damage to all property. In the event that 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 make an award to one (1) or multiple vendors. The Authority is not obligated to purchase <u>all</u> items listed on the bid proposal form and may elect to purchase certain "portions" of a submittal instead.

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 the Hillsborough County Tournament Sports Plex, 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. (see attached GPC List) 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. <u>USE OF STATE CONTRACT, GPC, OR COOPERATIVE PURCHASING BIDS/AGREEMENTS:</u>

The Authority reserves the right to utilize applicable State of Florida Contracts, GPC Bids, or those contracts of any other federal, state, or local government entity under the terms of a bid proposal submitted to such entity, provided that such contract is procured in compliance with the procuring entity's law, bylaws, regulations, or ordinances regarding competitive solicitation, which must provide for full and open competition for any items covered by this specification when the use of same is in the best interest of the Authority.

24. <u>CONTRACT TERMINATION</u>:

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.

25. 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, Score of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Proposer's risk.

26. 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, (813) 350-6515, or 4201 North Dale Mabry Highway, Tampa, Florida 33607.

27. 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.

28. 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.

29. 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.

30. <u>EX PARTE COMMUNICATION</u>:

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.

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.

31. 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 the date of the initial rejection of all bids.

32. 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.

33. 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.

34. 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.

35. 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.

36. <u>CONTRACT TERMS/OPTION</u>

- A. This Contract shall be in effect for a three (3) year period beginning January 8, 2024 through January 7, 2027. 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 January 8, 2027 through January 7, 2029.
 - 1. Prices must be valid and remain the same for the initial term and any extensions requested by the Authority.
- B. 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 percentage in effect at the time of request for rate increase.
- C. 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.

37. LICENSES AND PERMITS:

The Contractor and/or his subcontractors (if applicable) 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.

38. <u>BEST & FINAL OFFERS:</u>

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.

39. <u>E-VERIFY COMPLIANCE</u>:

All terms defined in Fla. Stat. § 448.095 are adopted and incorporated into this section. Pursuant to Fla. Stat. §§ 288.061(6) and 448.095(2), Contractor shall enroll in and verify the work eligibility status of all its newly hired employees using the E-Verify system if it has not already done so as of the date of this Agreement. Contractor is further required to execute an affidavit in the form attached to this Agreement affirming that: (i) it is enrolled and is participating in the E-Verify system, and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Contractor shall provide Tampa Sports Authority with documentation that it has enrolled and is participating in the E-Verify system. This Agreement shall not take effect until such affidavit is signed by Contractor and delivered to Tampa Sports Authority's authorized representative. Should a Contractor subcontract for the performance of any work under this Agreement, the Contractor shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) it has enrolled and is participating in the E-Verify system. Contractor shall maintain a copy of such certification for the duration of the term of any subcontract. Contractor shall also deliver a copy of the certification to Tampa Sports Authority within [number of days] of the effective date of the subcontract. If Contractor, or any subcontractor of Contractor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien, Contractor shall terminate the employment of or contract with the unauthorized alien within [number of days] (the "Cure Period"). Should the Contractor or any subcontractor of the Contractor fail to cure within the Cure Period, Tampa Sports Authority has the right to terminate this Agreement without consequence. The E-Verify requirements of this Agreement will not apply should the E-Verify system cease to exist.

40. HOUSE BILL 3

NOTICE: This notice is required pursuant to chapter 2023-28, section 20, Laws of Florida, codified in section 287.05701, Florida Statutes as may be amended from time to time. Tampa Sports Authority may not (1) request documentation of or consider a vendor's social, political, or ideological interests when determining whether a vendor is a responsible vender, or (2) give preference to any vendor based on the vendor's social, political, or ideological interests. A "responsible vendor" is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good father preformation. § 287.012(25), Fla. Stat.

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, Hillsborough County and Raymond James Stadium Condominium Association as additional insureds but solely in accordance with and subject to the indemnification provisions set forth herein as to the operations of the Licensee under this Agreement and shall also provide the Severability of Interest Provision. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on forms which are to be approved by The Authority and furnished by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. In addition, certified, true, and exact copies of all insurance policies required shall be provided to the Authority if requested on a timely basis.

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

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

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

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

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

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

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

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

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

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

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

Bodily Injury, Personal Injury, & Property Damage Liability:

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

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

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

Bodily Injury, Personal Injury & Property Damage Liability:

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

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

Bodily Injury & Property Damage Liability:

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

GENERAL TERMS AND PROVISIONS ACKNOWLEDGMENT
As the person authorized to sign the statement, I certify that this firm complies fully with all the above requirements.
Bidder/Proposer Signature

INFORMATION/INSTRUCTION TO BIDDERS

1. MANDATORY PRE-BID CONFERENCE, QUESTIONS, SUBMISSIONS, AND BID OPENING:

- A. A mandatory pre-bid conference is scheduled for <u>Tuesday</u>, <u>December 5</u>, <u>2023 at 10am</u>. The conference will be held "in person" at the Tampa Sports Authority office at Raymond James Stadium, Entrance B/C off Himes Avenue, Tampa, FL 33607. Please contact Deltecia Jones (Procurement Manager) for directions or further instructions at 813-350-6511.
- B. The final day for asking questions regarding this ITB is **Friday, December 8, 2023 not**<u>later than 10am</u>. All questions regarding this ITB must be submitted in writing and emailed to <u>bids@tampasportsauthority.com</u> or <u>djones@taqmpasportsauthority.com</u>. To minimize the number of addendums issued, we will respond to all questions near or around the deadline for asking questions. If the questions change the specifications or proposal documents, an addendum will be issued immediately to reflect the change, edit and/or clarification.
- C. Bids will be received by the Tampa Sports Authority and will be opened/reviewed and tabulated on Thursday, December 14, 2023 not later than 10am. Bidders, or their representatives, and other interested people may be present at the opening of proposals. Electronic bid submittals will be allowed for this bid. You can email your bids and supporting documents to bids@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. If possible, prior to arrival, please email me the name of the person dropping off the bid proposal. 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 to 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 be 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".

SPECIAL TERMS & CONDITIONS

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1. INTENT OF SPECIFICATION:

The intent is to obtain the most cost-effective pest control services for Tampa Sports Authority while maximizing the quality and level of service. The Authority is seeking qualified pest control companies to provide labor, materials, services, skills, supervision and necessary tools and equipment to ensure that customer facilities will be free of pests. Qualified companies must have the capability to perform and complete the services in all respects in accordance with the solicitation documents.

- A. <u>EXCEPTIONS</u> The following pest control functions are not included in this agreement: Bat and snake control as well as fumigation.
- B. <u>INSPECTIONS OF BUILDING</u> Vendor shall be responsible for assessing the size and condition of all areas prior to submitting the bid. The vendor's failure to do so will not excuse the vendor from fulfilling the terms of the resulting contract.
- C. VENDOR SHALL SUBMIT WITH THE BID A list of the following:
 - 1. Number of years in the pest control business.
 - 2. Number of service vehicles and employees.
 - 3. Three (3) to five (5) commercial accounts presently servicing (With telephone numbers, contract persons and activities).
 - 4. Three (3) Commercial accounts previously held by vendor (The telephone numbers, contract persons and length of contract).
 - 5. Copies of applicable licenses, permits and other documents required by regulatory agencies.

2. <u>DEFINITIONS</u>

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 form which work may be deleted for sums stated in Alternate Bids, if any.

C. <u>ALTERNATES</u>

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 the 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. <u>LABOR RATES</u>

A. The labor rates listed in the Bid Proposal are to include, but not be limited to wages, fringe benefits, travel, overhead, cost of equipment, tools and vehicles required for the performance of the work (trucks, personnel trucks/vehicles, etc.).

5. 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
- 2. The failure of Contractor, its employees, agents, representatives, to comply and conform with applicable Laws, as hereinafter defined; or
- Any negligent act or omission of the Contractor, its employees, agents, representatives, whether or not such negligence is claimed to be either solely that of the Contractor, its employees, agents, representatives, 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.
- 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. <u>BASIS OF AWARD</u>

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 North Dale Mabry Highway, Tampa, Florida 33607, Attention: Accounts Payable Department or can be emailed to 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. <u>SUB-CONTRACTING</u>

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) evidence of completion of work at the said location is required. The 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

The 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. The contractor shall provide all supervision on site to coordinate and inspect work.

12. EVENT INTERUPTION

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 to the facility(ies). Work shall be done in a manner as to be of little disruption to occupants and visitors to the facility. The work shall be done in a manner that does not compromise the security of the facility or its occupants and/or visitors. The contractor shall provide safety cones, etc. to cordon off the work area(s).

14. <u>EQUIPMENT AND SUPPLIES SAFETY</u>

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 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. <u>CLEANING</u>

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. <u>BUILDING RULES</u>

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.

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SCOPE OF WORK/SERVICES

A. SCOPE OF SERVICES

These specifications provide guidelines for accomplishing professional pest control service for the extermination and control of roaches, ants, silverfish, rats, mice, bees, carpet beetles, centipedes, millipedes, wasps, spider, earwigs, crickets, pigeons, fruit flies and moths.

A thorough inspection will be performed during each one (1) month service period and appropriate treatment procedures will be executed to control and 'or prevent infestations based on the findings from the inspection.

All pesticides used will be EPA registered and applied in accordance with Federal regulations and product label instructions. Copies of the product labels and materials Safety Data Sheets will be provided to the owner and kept on-site.

Services to Raymond James Stadium will be a minimum of one (1) visit per week as indicated in **EXHIBIT "A" "Schedule"** as identified in **EXHIBIT "B" "Maps**. Should additional inspection and treatment activity be necessary to fully control the pest problem, this will be done at no additional charge to the owner.

B. FACILITIES / AREAS TO BE SERVICED

The following facilities/areas shall be included in this contract with pest control services provided as specified for each area. All measurements noted are estimates only and are subject to change at any time throughout the term of this contract.

1. OFFICES

Administrative and staff offices will be inspected on each regular visit. Offices that are in close proximity, as well, Employee break room, coffee / coke areas and lounges.

2. RESTROOMS

All restroom facilities will be inspected each month. All pest problems discovered during scheduled inspection will be immediately treated and the technician may schedule a follow-up, if needed.

Due to the heat and humidity present in some areas, the technician may execute a preventative treatment program. Ground level restrooms and the more publicly used facilities are likely candidates for preventative action.

3. PREMIUM AREAS

All stadium guest areas will be inspected each month. This will be a sensitive area because of the stadium guests that are involved. Great ease will be taken in evaluating these areas.

4. LOCKER ROOM/DRESSING AREAS

Home and Visitor areas - All locker rooms and dressing areas will be inspected each month.

5. <u>EQUIPMENT STORAGE/WAREHOUSING AREAS</u>

<u>Food Services</u>: To alleviate the risk of contamination, it is recommended that the technician takes the necessary precautions for pest control service by removing or protecting all exposed foods, food ingredients, dishes, pots, pans, and flatware as needed. Adequate protection is provided by placing these items into plastic bags, which are then tied shut, or by placing them in a walk-in cooler. Concessionaire if needed will assist with the removal and protection of exposed foods, food ingredients, dishes, pots, pans, and flatware.

6. Kitchen, Pantries, Concession Stands and Food Preparation (Options)

Note: Company to provide a detailed list for treatment of these areas.

7. BUILDING EXTERIOR

Every month the entire perimeter of the building shall be inspected. Rodent stations as shown in EXHIBIT "C" "Rodent Stations" shall be inspected monthly at a minimum with an inspection log submitted to the Authority's designated representative showing bait levels in each station.

8. LIGHT TOWERS

Light tower to be treated for pigeon control each month, if necessary.

a. Currently, corn treated with a non-lethal dose of Avitrol is used to control the pigeon population. There are a total of 40 bait stations in the stadium, located on the upper and main concourse.

9. TSA GENERAL MANAGER

The Director of Facilities or designated Authority's representative shall be responsible for:

- a. Providing any special instruction to the Contractor.
- b. Authorizing the Contractor's performance of any additional services which may be permitted hereunder.
- c. Reviewing the Contractor's performance.
- d. Identifying facilities to be added / deleted.
- e. Directing the Contractor as to the manner of starting the work to cause minimum interference to building occupant.

C. <u>CONTRACTOR QUALIFICATIONS</u>

Facility Experience: Company, management level staff and technicians must be able to demonstrate that they have provided Pest Control Services for a Major Facility or Large Public Venue such as stadiums, arenas, large government buildings or large hospitals. Major Facility or Large Public Venue would be identified as a continuous building or campus 250,000 square feet and above; and a large hospital would be identified as a continuous medical facility or campus of 350 beds or higher. Provide supporting documentation as it relates to the facilities serviced, scope of services provided, role of management staff and assigned technicians as it relates to the execution and performance of this contract. The Contractor is required to have an established local business office staffed with enough qualified personnel to be able to meet the needs of this Contract.

- 1. The bidder and resulting Contractor shall be licensed with the State of Florida for the application of pesticide. **Proof of license shall be submitted with the bid response.**
- 2. The Contractor shall have Major Facility Experience: be experienced in work similar in scope and magnitude to this project. **Proof of said experience shall be submitted with the bid response.**
- 3. The Contractor must have a staffed 24/7/365 telephone service to receive emergency calls and return calls within 60 minutes by the responding service technician to the Director of Facilities and / or designated Authority representative. Contractor is required to have a technician on-site within 2 hours for critical service requests.
- 4. The Contractor shall provide a minimum of three (3) Pest Control references with their bid, current within the last two (2) years, for services performed in facilities similar to those to be serviced under the Scope and Specifications required in this Contract. These references should include the names of the companies, their addresses, approximate square footage, the phone numbers, the name of the person to contract and the length of time the Contractor performed Pest Control services to each.
- 5. The Authority reserves the right to confirm the Bidder's qualifications and to inspect facilities and equipment. The Bidder agrees to the release of information to the Authority, as deemed necessary, by the Authority for this confirmation.

D. REQUIREMENTS:

 Prior to commencement of the Contract, the Director of Facilities and / or designated Authority representative and the Contractor shall meet to review the total workload and the schedule of services proposed by the Contractor. This schedule must show each facility and/or areas in the order it appears in this Contract marked as EXHIBIT "A" "Schedule".

This schedule must be mutually acceptable to the Contractor and the Authority representative. The Contractor is required to render all services set forth in this Contract, even though it may be necessary to supply man-hours in addition to the anticipated minimum originally contemplated by the Contractor.

2. The Contractor will require employees to be dressed in distinctive attire and photo I.D. Badges, which readily identify them as Contractor's personnel while performing the

- services required in this Contract. They are expected to comply with all building policies and procedures when working in the building.
- 3. From time to time a user department may vacate or in some other way affect a facility in such a way as to make it unnecessary to continue Pest Control services either permanently or short-term. In these cases, the Contractor is required to notify the Authority representative of this condition and adjust the invoices accordingly to reflect these changes.
- 4. Services shall include clean-out and control of roaches, ants, silverfish, rats, mice, bees, carpet beetles, centipedes, millipedes, wasps, spiders, earwigs, crickets, pigeons, fruit flies, moths, and all other flying insects for all areas at the listed locations. The Contractor is required to remove from the premises and properly dispose of the remains of any affected pests as determined by the Contractor or Authority.
- 5. Maintenance treatments shall include, but not be limited to the following:
- 6. Exterior Service: Window ledges, accessible from ground floor level, garbage areas, drains, trash receptacles and dumpsters.
- 7. <u>Interior Service:</u> Threshold, baseboards, rugs, floor covering, workstations, desks, equipment areas, trash receptacles, food preparation areas, warehousing, storage, and file areas.
 - **a.** Intensive treatment shall include, but not be limited to:
 - **b.** Crack and Crevice Treatment: For the purpose of these specifications, crack and crevice treatment is defined as the direct application to all out of way areas that might harbor infestation.
 - **c.** Dusting/Fogging: For the purpose of these specifications, dusting/fogging is defined as treatment whereby chemicals are broken down into minute particles that can impregnate cluttered and out of the way space in a confined area.
- 8. Intensive service may be required at any areas deemed to have a persistent infestation. The Authority reserves the right to require weekly treatments at locations having a persistent infestation.
- 9. Investigative work, personal interviews and written reports by a supervisor will be required, if necessary, to determine the source of infestation. A copy of the report will be submitted to the Director of Facilities or designated Authority representative for approval before the type of service is changed.
- 10. Low odor or no odor products will be required for any manned offices or work area during service.
- 11. Treatments may vary in frequency according to the need or chemicals to be used. Chemicals can be long-term residual type buy may meet EPA approval and can only be used within the guidelines approved by EPA—as evidenced on the registered label. Changes must be approved by the Director of Facilities or designated Authority representative for chemicals or services at the facilities identified in Scope of Work.

- 12. <u>Areas To Be Serviced:</u> Should the Contractor determine that any of the recommended chemicals are not effectively working in a particular area, he/she may, after obtaining approval from the Authority representative, change the chemical to control the infestation. The Contractor must provide samples of each pesticide to be used in the performance of the Contract to the Authority representative in properly labeled containers complete with MSDS sheets for each.
- 13. All services will be performed under the supervision of a certified operator. All service technicians must possess and display a State of Florida issued identification card. Employees must have sufficient experience in pest control work. The Contractor shall employ only competent, skillful, trustworthy people to perform the work covered by this Contract. The employees shall be neatly attired at all times while working within the facility. Should the Authority give notice in writing, at any time, to the Contractor or duly authorized representative of the work that any employee, in the Authority's opinion, is incompetent, unfaithful, disorderly, careless or in any way a detriment to the satisfactory progress of the work, the employee shall be immediately removed from the Authority's property and not allowed on the work site covered in this Contract.
- 14. Permanent type insect and rodent bait may be used in locations where Contractor deems advisable. However, such bait must be restricted to those locations where persons and animals cannot accidentally encounter it.

E. ADDITIONAL WORK:

The Authority recognizes that all pests cannot be specified in this bid but are inclusive of pests not previously described with the exception of termites. Other locations may need regular or occasional services on an "as-needed" basis in addition to the locations listed in this bid. These "as needed" services shall be made at a stated price per area or facilities and shall conform to the specifications of this bid. Any such work will require written approval of the Authority designated representative.

F. <u>TERMITE NOTIFICATION</u>:

The Contractor is responsible to advice the Authority of any evidence of termite infestation in any of the areas covered by this Contract. The Contractor will be required to recommend the type of treatment that would be appropriate for the infestation. Termite treatment is not covered under this Contract.

1. The Contractor will provide yearly unit cost for each area or building and total lump sum cost to service the areas identified in accordance with the instructions on the appropriate price sheet.

G. <u>ADDITION / DELETION OF AREA WITHIN THE FACILITY:</u>

The addition and / or deletion of areas within the facility without invalidating the agreement, the Authority, through its Purchasing Director, reserves the right to, at any time or from time to time, enter Change Orders (the cumulative total of which shall not exceed twenty-five percent (25%) of the dollar value of the Contract, as awarded) for additions, deletions or rendered under this agreement. Once the twenty-five percent (25%) cap is reached, all other additions, deletions or revisions in the service shall be valid and enforceable only when evidenced by a written modification executed and approved by the Contractor and the Authority.

- 1. Addition of Areas and or Facilities: In the event the Authority desires to add areas and / or facilities to the Contract resulting from this bid, the Authority may request pricing from the Contractor, and if determined to be a fair and reasonable price, issue a Change Order in accordance with the above provision. The Authority reserves the right however, to Contract for the same or similar services with a different Contractor, at the Authority's sole discretion.
- 2. <u>Deletion of Areas and/or Facilities:</u> Although, this specification identifies specific areas to be serviced, it is hereby agreed and understood that the Authority may delete service for any area and / or facility when such service is no longer required during the Contract period upon fifteen (15) calendar days written notice to the Contractor. Upon notification and at the expiration of the fifteen (15) day notice period, an automatic adjustment to the Contract Price shall be made by subtracting the remaining balance of the cost per year for the area and / or facility (ies) deleted.

H. UNIT PRICE FOR EACH AREA AND / OR BUILDING

For the purpose of information as a guide to the pricing of modification agreements, the Bidder should indicate yearly cost for each area extended.

INVITATION TO BID (ITB) PRICE FORMS – BID 23-03

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. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

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:

The following are submitted by the bidder for the purpose of:

- 1. Arriving at an estimated total bid price.
- 2. Establishing price factors to be utilized in adjusting the estimated total price resulting from modification.

NAME OF BIDDER_	 	 	

[This section intentionally left blank]

#1 SERVICE LEVEL

LEVEL DESCRIPTIONS	COLOR/AREA ON CHART	SQUARE FOOTAGE	YEARLY UNIT COST
SERVICE LEVEL	YELLOW - TSA	216,960 SQ. FT.	\$
SERVICE LEVEL	ORANGE - CONCESSIONAIRE	1,500 SQ. FT.	\$
SERVICE LEVEL	GREEN - OTHER	7,968 SQ. FT.	\$

#1 YEARLY AREA TOTAL: \$	

#2 MAIN CONCOURSE

LEVEL DESCRIPTIONS	COLOR/AREA ON CHART	SQUARE FOOTAGE	YEARLY UNIT COST
MAIN CONCOURSE	YELLOW - TSA	6,032 SQ. FT.	\$
MAIN CONCOURSE	ORANGE - CONCESSIONAIRE	43,304 SQ. FT.	\$
MAIN CONCOURSE	GREEN - OTHER	960 SQ. FT.	\$

#2 YEARLY AREA TOTAL: \$	<u> </u>
<u> </u>	3 CLUB LEVEL

LEVEL DESCRIPTIONS	COLOR/AREA ON CHART	SQUARE FOOTAGE	YEARLY UNIT COST
CLUB LEVEL	YELLOW - TSA	113,728 SQ. FT.	\$
CLUB LEVEL	ORANGE - CONCESSIONAIRE	17,152 SQ. FT.	\$

#2 VFA	DIV AD	EA TOTAL	٠ ﴿	
#3 IEA	KLI AL	EA IUIAL	.: 3	

#4 LOWER SUITE LEVEL

LEVEL DESCRIPTIONS	COLOR/AREA ON CHART	SQUARE FOOTAGE	YEARLY UNIT COST
LOWER SUITE LEVEL	YELLOW - TSA	76,000 SQ. FT.	\$
LOWER SUITE LEVEL	ORANGE - CONCESSIONAIRE	896 SQ. FT.	\$

#4 YEARLY AREA TOTAL: \$	

#5 UPPER SUITE LEVEL

LEVEL DESCRIPTIONS	COLOR/AREA ON CHART	SQUARE FOOTAGE	YEARLY UNIT COST
UPPER SUITE LEVEL	YELLOW - TSA	71,392 SQ. FT.	\$
UPPER SUITE LEVEL	ORANGE - CONCESSIONAIRE	4,344 SQ. FT.	\$

#6 UPPER CONCOURSE

LEVEL DESCRIPTIONS	COLOR/AREA ON CHART	SQUARE FOOTAGE	YEARLY UNIT COST
UPPER CONCOURSE	YELLOW - TSA	1,056 SQ. FT.	\$
UPPER CONCOURSE	ORANGE - CONCESSIONAIRE	31,298 SQ. FT.	\$
UPPER CONCOURSE	GREEN - OTHER	1,120 SQ. FT.	\$

#6 YEARLY AREA TOTAL: \$	
--------------------------	--

SERVICE DESCRIPTION	YEARLY UNIT COST
#7 PIGEON CONTROL	\$

SERVICE DESCRIPTION	YEARLY UNIT COST
#8 RODENT CONTROL	\$

TOTAL YEARLY COST (Ite	ms 1 through 8):	\$

EXTENDED YEARLY COST (Multiply Total Yearly Cost (Xs) 3 Total Yearly Cost): \$

SERVICE DESCRIPTION	YEARLY UNIT COST
HOURLY LABOR RATE FOR OTHER SERVICES	\$

ALTERNATE

SERVICE DESCRIPTION	UNIT TREATMENT COST (each stand)	EXTENDED TREATMENT COST (all portables) (Multiply Unit Cost (Xs) 69 Total Portable Cost):
Price per each Portable Concession Stand Treatment (Exhibit C)	\$	\$

SERVICE DESCRIPTION	YEARLY UNIT COST	EXTENDED YEARLY COST (Multiply Total Yearly Cost (Xs) 3 Total Yearly Cost):
Weekly Treatment of Main Service Level Kitchen	\$	\$

GUARANTEE OF BID PROPOSAL

Name of Compa	ny:		
Street Address:			
Mailing Address:	City	State	Zip
Phone #:		Fax #:	
E-Mail Address:			
Business is licens	sed (unless exempt by app	licable law), permitted, and certifie	d to do business in the
State of Florida:	☐ Yes ☐ No If yes, Licens	se #:	
State of Florida	Corporation ID # (From Sec	cretary of State):	
Federal Employe	er Identification Number (F	EIN):	
IN WITNESS WH	EREOF, this Bid Proposal	is hereby signed and sealed as of th	ne date indicated.
Witness		(Authorized Signature in Ink)	
Witness		(Printed Name of Above Signe	er)
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)

l,	, on this	, day of	, 2023 hereby
acknowledge receipt of any and a	ll Addenda Notices	hereby issued rega	rding this Bid #23-03 for
Pest Control Services, Raymond Ja	ames Stadium.		
	Addenda Nu	mbers Received:	
	Audenda Nu	ilibers 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
		who severally and duly acknowledged the execution of such
to the powers conferred upo	on said officer by the corp	half of and as the act and deed of said corporation, pursuant oration's Board of Directors or other appropriate authority of everal matters in said foregoing instrument, certified the same
Signature of Company Repre	esentative	
WITNESS my hand a	and official seal the date a	foresaid.
	(Signature o	f Notary Public)
	(Print, Type,	or Stamp Commissioned Name of Notary Public)
Personally known c	r product identification _	
Type of identification produ	ced	(NOTARY'S SEAL)
(ACKN	IOWLEDGMENT OF BIDDI	ER, 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)
=		pehalf of and as the act and deed of said firm, for the uses and
purposes therein expressed.		
Signature of Company Repr	esentative	
WITNESS my hand a	and official seal the date a	foresaid.
	(Signature o	f Notary Public)
	(Print, Type,	or Stamp Commissioned Name of Notary Public)
Personally known c	r product identification _	
Type of identification produ	ced	(NOTARY'S SEAL)

LEGAL STATUS OF BIDDER

This Proposal is submitted in	n the name of:				
			(Print)		
The undersigned hereby communications may be ser		business address	to which all notices,	directions or other	
Street					
City	State		Zip Code		
The undersigned hereby dec	clares that he/she has	egal status checked	below:		
() INDIVIDUA	AL				
() INDIVIDUA	AL DOING BUSINESS UN	IDER AN ASSUMED N	JAME		
() CO-PARTN The Assum Florida		rtnership is registere	d in the County of		
() CORPORA	TION INCORPORATED	JNDER THE LAW OF	THE STATE OF	,	
The Corpo	ration is:				
() LICENSED	TO DO BUSINESS IN FL	ORIDA			
() NOT NOW	NOT NOW LICENSED TO DO BUSINESS IN FLORIDA				
The name, titles, and home	address of all persons	who are officers or P	artners in the organiza	ition are as follows:	
NAME AND TITLE		HOME ADDRESS			
Signed and Sealed this	day of	, 20			
		Ву:			
	Printe	d Name:			
		Title:			

BIDDER REFERENCES

completed successfully by t are required to qualify the workmanship. Information	he bidder in the Southeaster e firm to bid. References w supplied will be considered in		ers. Three projects yed for quality of
			•••••
BIDDER/PROPOSER COMPA	ANY NAME:		
1. PROJECT:		DATE:	
LOCATION:			
- -			
OWNER REPRESENTATIVE:	Name:		
	Title:		
	Email:		
2. PROJECT:		DATE:	
LOCATION:			
-			
-			
OWNER REPRESENTATIVE:	Name:		
	Title:		
	Email:		
3. PROJECT:		DATE:	
LOCATION:			
<u>-</u>			
OWNER REPRESENTATIVE:	Name:		
	Title:		
	Email:		

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

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

This sworn statement is s	submitted to
	(Print name of the public entity)
by	
(Print individual's nam	ne and title)
for	
(Print name of entity s	submitting sworn statement)
,	·
whose business address	is
and (if applicable) its Fed	deral Employer Identification Number (FEIN) is:
	I, include the Social Security Number of the Individual signing this sworn
	,

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters 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 state the entity submitting this sworn statement 	ment which I have marked below, is true in relation to (Indicate which statement applies.)
	shareholders, employees, members, or agents wh	nt, nor any of its officers, directors, executives, partners, no are active in the management of the entity, nor any convicted of a public entity crime subsequent to July 1,
	shareholders, employees, members, or agents wl	e or more of its officers, directors, executives, partners, ho are active in the management of the entity, or an convicted of a public entity crime subsequent to July 1,
	shareholders, employees, members, or agents what affiliate of the entity has been charged with and consistency. However, there has been a subsequent proposition of Administrative Hearings and the Final Consistency.	e or more of its officers, directors, executives, partners, ho are active in the management of the entity, or an convicted of a public entity crime subsequent to July 1, ceeding before a Hearing Officer of the State of Florida, order entered by the Hearing Officer determined that it bmitting this sworn statement on the convicted vendor
IDENTIFIE THOROUG REQUIRED AMOUNT	D IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT P GH DECEMBER 31 OF THE CALENDAR YEAR IN W D TO INFORM THE PUBLIC ENTITY PRIOR TO ENTER	THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID /HICH IT IS FILED. I ALSO UNDERSTAND THAT I AM ING INTO A CONTRACT IN EXCESS OF THE THRESHOLD JTES FOR CATEGORY TWO OF ANY CHANGE IN THE
		(Signature)
STATE OF		
COUNTY	OF	
The forego	oing instrument was acknowledged before me this	
		, who is personally known to me or
who has p	produced	_as identification.
		NOTARY PUBLIC:
NOTARY S	SEAL	SIGN:
		PRINT:
		Notary Public, State at large My Commission Expires:
		, commission Expires.

SWORN STATEMENT UNDER SECTION 105.08, TAMPA SPORTS AUTHORITY - 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. 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 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 rules, 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 rules, 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 TSA Commission or employee	er		Relatio	nship	
				(Signature)		
				(Date)		
STATE OF						
COUNTY OF						
The foregoing instrument was acknown	owledged before me this		_Day of _		_, 20	, by
				, who is persona	ılly know	n to me or
who has produced		_as ident	ification.			
		NOTARY	PUBLIC:			
NOTARY SEAL:		SIGN:				
		PRINT:_		uublia Stata at la		
			•	ublic, State at la mission Expires:	_	

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

- 1. This statement is submitted with <u>Invitation to Bid #23-03, Pest Control Services, Raymond James</u> 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 is has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Proposals will be followed if none of the tied vendors have a drug-free workplace program. 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:
COMPANY NAME:	

E-VERIFY AFFIDAVIT

Obligation for State-Funded Contracts:

Florida Statutes Sections 288.061 and 448.095 require all State of Florida agencies to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods and services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such contracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Fla. Stat. §§ 288.061 and 448.095(2), Tampa Sports Authority ("TSA") requires all vendors doing business with TSA who are awarded state-funded contracts to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements. To enroll in E-Verify, vendors should visit the E-Verify website at http://www.e-verify.gov and follow the instructions to register. The vendor must also retain the I-9 Forms for inspection, per usual.

By affixing your signature belo	w, you hereby affirm that you	will comply with the	E-Verify system requi	rements.
Federal Employer Identificatio	n Number (FEIN):			
Printed Name of Affiant	Printed Title of Affiant	Signature o	of Affiant	
Name of Firm				
Address of Firm	City	State	•	
	Notary Public In			
Notary Public - State of	County	of		
Subscribed and sworn to (or a	ffirmed) before me this	day of	, 2023	
Ву	He/sh	ne is personally know	n to me	or has
produced identification	(Type of Identification Pr	 oduced)		
	(//	,		
Signature of Notary Public	Serial N	lumber		
/B : 1			ffix Notary Seal Here:	
(Print or Stamped name of No	tary Public) (Expira	tion Date)		

STATEMENT OF NO BID

Bid Nun Title:	_	<u>23-03</u> Pest Control Service, Raymond James Stadium
notice o Mail on	of Tampa Sp the day of	CE TO VENDORS: If you do not intend to submit a bid/proposal and wish to continue to receive ports Authority procurements, please return this "Statement of No Bid" via fax, email, or U.S. or prior to the bid opening. If you elect not to submit a bid/proposal, please indicate the reason small this form to: djones@tampasportsauthority.com or mail this for to the address above.
	We do no	t offer this product/service or an equivalent
	Our sched	dule would not permit us to perform
	Insufficier	nt time to respond to solicitation
	Unable to	meet specifications
	Specificat	ions not clear
	Unable to	meet bond and/or insurance requirements
	Specificat	ions "too tight"/restrictive (i.e. geared to a specific brand or manufacturer)
	Sub-Contr	ractor (submitted bid to General Contractor)
	Other (ple	ease explain below):
REMARK	ζ S:	
		at if the "No Bid" letter is not executed and returned, our name may be deleted from the list of or the Tampa Sports Authority.
SIGNATI	URE:	DATE:
NAME (I	PRINTED):	
COMPA	NY:	
PHONE	NUMBER:	
EMAIL:		

BID CHECKLIST

Please us	se this Bid Checklist form to mark off all forms within this bid package as signed and/o

	General Terms and Provisions Acknowledgment "Proposer's Signature" – Page 18
	TB Bid Proposal Forms – Page 32
	Guarantee of Bid Proposal – Page 36
□ A	Acknowledgment of Addenda (If applicable) – Page 37
□ A	Acknowledgment of Bidder (If a Corporation, Partnership or Individual) – Page 38
	egal Status of Bidder – Page 39
□ В	Bidder References – Page 40
□ S	Sworn Statement – Public Entity Crimes – Page 41
□ S	Sworn Statement – Disclosure of Relationships – Page 43
	Drug-Free Workplace Acknowledgment – Page 45
□ E	-Verify Affidavit – Page 46
□ S	statement of No Bid (Complete this form only if not submitting a bid) – Page 47
□ В	3id Checklist (Not a mandatory form) – Page 48
Lacknowi	ledge by my signature above that all the above forms Date
	able) have been included in my bid to the Authority.

GOVERNMENT PURCHASING COUNCIL LIST

City of Plant City

Buddy Storey, Purchasing Manager Drawer C Plant City, FL 33563 813-659-4270 – Telephone 813-659-4216 – Fax Wstorey@plantcitygov.com

City of Temple Terrace

Judy Crutcher, Asst. Purchasing Agt. PO Box 16930 Temple Terrace, FL 33687 813-506-6420 – Telephone 813-989-7185 – Fax jcrutcher@templeterrace.com

Clerk of Circuit Court

601 E. Kennedy Blvd., - 13th Floor PO Box 1110 Tampa, FL 33601 813-276-8100 Ext. 7721 -Telephone 813-272-5521 – Fax www.hillsclerk.com

Tampa-Hillsborough County Expressway Authority

1104 E. Twiggs St., Suite #300 Tampa, FL 33602 813-272-6740 – Telephone 813-276-2492 – Fax Man.le@tampa-xway.com

Hillsborough Area Regional Transit Authority

Melissa Smiley 4305 E. 21st Street Tampa, FL 33605 813-623-5835 – Telephone 813-664-1119 – Fax smileym@gohart.org

Hillsborough County Aviation Authority

Tampa International Airport PO Box 22287 Tampa, FL 33622-2287 813-870-8730 – Telephone 813-875-6670 – Fax www.tampaairport.com

Hillsborough County School Board

PO Box 3408 Tampa, FL 33601-3408 813-272-4329 – Telephone 813-272-4007 – Fax www.sdhc.k12.fl.us

Hillsborough Community College

Vonda Melchior, Director of Purchasing 39 Columbia Drive Tampa, FL 33606 813-253-7060 – Telephone 813-253-7561 – Fax vmelchoir@hcc.fl.edu

Hillsborough County Board of County Commissioners

Scott Stromer, Director 601 E. Kennedy Blvd., 26th Floor Tampa, FL 33601 813-272-5790 – Telephone 813-272-6290 – Fax procurementservices@hillsboroughcount y.org

Hillsborough County Sheriff's Office

Christina R. Porter, CFO PO Box 3371 Tampa, FL 33601 813-247-8032 – Telephone 813-242-1825 – Fax CRPorter@hcso.tampa.fl.us

State Attorney's Office

Mark Ober, State Attorney 800 E. Kennedy Blvd., 5th Floor Tampa, FL 33602 813-272-5400 – Telephone 813-272-7014 – Fax Ober M@SAO13th.com

Tampa Port Authority

Donna Casey, Procurement Analyst PO Box 2192 Tampa, FL 33601 813-905-5164 – Telephone 813-905-5109 – Fax dwebb@tampaport.com

Supervisor of Elections

601 E. Kennedy Blvd., 16th Floor Tampa, FL 33602 813-276-8274 – Telephone 813-272-7043 – Fax www.votehillsborough.org

City of Tampa Housing Authority

Jerome Ryans, President/CEO 1514 Union Street Tampa, FL 33607 813-253-0551 – Telephone irenew@thafl.com

Tampa Sports Authority

Deltecia Jones, Procurement Manager 4201 N. Dale Mabry Hwy. Tampa, FL 33607 813-350-6500 Ext. 6511 – Telephone djones@tampasportsauthority.com

Tax Collector

601 E. Kennedy Blvd., 14th Floor Tampa, FL 33602 813-307-6222 – Telephone 813-307-6521 – Fax www.hillstax.org

The Children's Board of Hillsborough County

1002 E. Palm Avenue Tampa, FL 33605 813-229-2884 – Telephone 813-228-8122 – Fax www.childrensboard.org

University of South Florida

George Cotter,
Director of Purchasing Services
4202 E. Fowler Avenue, SVC-1072
Tampa, FL 33620
813-971-3340 – Telephone
gcotter@admin.usf.edu

Property Appraiser

601 E. Kennedy Blvd., 16th Floor Tampa, FL 33602 813-272-6100 – Telephone 813-272-5519 – Fax www.hcpafl.org

Tampa Palms Community Dev. Dist.

16311 Tampa Palms Blvd. W. Tampa, FL 33647 813-977-3933 – Telephone 813-977-6571 – Fax www.tpoa.net

ATTACHMENTS