

4201 N. DALE MABRY HIGHWAY TAMPA, FLORIDA 33607

BID #20-13

TEMPORARY EVENT STAFFING, RAYMOND JAMES STADIUM

MANDATORY PRE-BID CONFERENCE:

WEDNESDAY, JUNE 30, 2021 AT 10AM

BID DUE DATE:

FRIDAY, JULY 9, 2021 NOT LATER THAN 10AM

JUNE 2021

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BID #20-13

SPECIFICATION FOR: Temporary Event Staffing, Raymond James Stadium

MANDATORY PRE-BID

CONFERENCE:

Wednesday June 30, 2021 at 10:00am

BID DUE DATE: Friday, July 9, 2021 Not Later Than 10:00am

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

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GENERAL TERMS AND PROVISIONS:

1. <u>BIDS</u>:

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

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

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

2. EXCEPTIONS TO BID:

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

3. MODIFICATION OR WITHDRAWAL OF BID:

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

Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with the Information/Instruction for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

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

4. RIGHT TO REJECT BIDS:

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

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

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

5. INCONSISTENCIES ON CONDITIONS:

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

6. ADDENDA AND INTERPRETATIONS:

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

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

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

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

AWARD OF CONTRACT:

The Contract/Purchase Order will be awarded to one or more of the lowest qualified responsible and responsive Bidder(s), and whose bid is considered to be in the best interest of the Authority. The determination any of the lowest qualified responsive and responsible bidder(s) may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, 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. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.
- B. A Responsible Bidder shall mean a Bidder who is qualified and has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:
 - 1. The ability, capacity, and skill of the Bidder to perform the contract or provide the service required;
 - 2. Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - 3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;

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

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

8. BRAND NAMES "OR EQUAL":

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

9. DISCOUNTS:

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

10. **TAXES**:

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

11. COLLUSION CLAUSE:

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

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

12. EEOC/WMBE/DM/DWBE/SBE/S-DV:

The Authority is an equal employment opportunity employer and encourages the firms and contractors with whom it does business to likewise follow these principles. WMBE/DM/DWBE/SBE businesses will be afforded full opportunity to submit bids in response to this Bid and will not be discriminated against on the grounds of race, color, creed, sex or natural origin in consideration for an award.

13. ASSIGNMENT OF CONTRACTUAL RIGHTS:

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

14. TIMELY DELIVERY:

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

15. DEFAULT OF CONTRACT:

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

16. ACCEPTANCE OF MATERIAL:

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

17. IDENTICAL TIE BIDS/PROPOSALS (NOT APPLICABLE):

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 <u>principal</u> place of business in Hillsborough County;
- E. A Bidder who has a place of business located in Hillsborough County;
- F. Otherwise, the bid/proposal may be awarded by coin toss of the best 2 out of 3.

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

best interest of the Authority.

18. DAMAGE:

Precaution should be taken to prevent damage to all property. In the event any materials, equipment or other property of the Authority shall be damage 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. MULTIPLE BID SUBMITTALS:

Tampa Sports Authority intends to award this bid to one (1) or multiple bidders which award with be non-exclusive and on an as needed basis.

22. OTHER AGENCIES:

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

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

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

23. BID (BOND) SECURITY: WAIVED

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

24. LIQUIDATED DAMAGES (If Applicable):

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

25. SECURITY FOR FAITHFUL PERFORMANCE: WAIVED

The Successful bidder shall furnish and record in the official records of the County where the project is located a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of the Contract and also a

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

26. CONTRACT TERMINATION:

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

27. DUE DILIGENCE:

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

28. PUBLIC RECORDS LAW:

Proposer shall treat all documents concerning its contractual obligations under the Agreement as public records and abide by the Florida Laws governing public records (i.e. Sunshine Law). All Public records requests must be directed to the Custodian of Public Records at publicrecords@tampasportsauthority.com, (813) 350-6515, or 4201 North Dale Mabry Highway, Tampa, Florida 33607.

29. ATTORNEY'S FEES:

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

30. FORCE MAJEURE:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power,

riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

31. INCURRED COSTS:

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

32. EX PARTE COMMUNICATION:

In order to ensure fair evaluation of proposals/bids, ex parte communication initiated by bidders is prohibited from the time the responses are opened until the final decision has been made. No bidders may initiate communication with any City Council Member, County Commissioner or any Tampa Sports Authority director, board member, official, staff, consultant, or employee who is participating in the evaluation process. Any and all communication initiated by a bidder 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 bidder in order to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by a bidder may disqualify that offeror from consideration for this or future Invitations to Bid.

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

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

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

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

a) Meetings where bidders 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 bidders.

35. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA:

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

36. CHANGE ORDERS/ADJUSTMENTS:

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

37. NON-EXCLUSIVE CONTRACT:

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

38. CONTRACT TERMS/OPTION:

- A. This Contract shall be in effect for a two (2) year period beginning <u>August 1, 2021 through</u>
 <u>June 30, 2023</u>. This Contract may be extended for two (2) additional one (1) year period at the sole option of the Authority at the same terms and conditions as the original Contract to be effective July 1, 2023 through June 30, 2025.
- B. Unless otherwise provided for in the Special Conditions, Prices must be valid and remain the same for the first (1st) two (2) years of the contract period. Please factor in fuel and personnel adjustments when preparing your bid. Tampa Sports Authority may allow for a cost of expenses/personnel increase after the 2nd year of the original 2-year period. If the contract period is extended for any one of the additional one (1) year periods, Tampa Sports Authority will consider a cost of expenses increase at the beginning of the contract extension period, only. Any requests for the price adjustments for the above period must be received in writing by the Purchasing Department no less than ninety (90) days prior to the commencement of the contract extension period being April 2, 2023. The amount of any price adjustment requested, as well as the staff's experience with the Bidder's service for the year ending, will be used in the determination of any price increase. Failure of the staff and Bidder to agree to any such price increase(s) shall result in termination of the contract as of the last current contract year.
- C. Request for price adjustments must be solely for the purpose of accommodating an increase in the Bidder's cost, not profits. The percentage charge between the prevailing rate and the requested rate shall not exceed the percentage change between the Consumer Price Index for Tampa-St. Petersburg-Clearwater, FL that was in effect at the beginning of the existing contract period and the one in effect at the time of request for rate increase or based upon a Federal or State.

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

39. LICENSES AND PERMITS:

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

40. BEST & FINAL OFFERS:

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

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

Bidder/Proposer Signature	

INFORMATION/INSTRUCTION TO BIDDERS

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

- A. The Mandatory Pre-Bid Conference is scheduled for Wednesday, June 30, 2021 at 10am. Location is at Raymond James Stadium, Entrance B/C off Himes Avenue, Tampa, Florida 33607. For additional information regarding the mandatory pre-bid conference please call 813.350.6511.
- B. The final day for asking questions regarding this ITB is <u>Friday</u>, <u>July 2</u>, <u>2021 not later</u> <u>than 10am</u>. All questions must be submitted in writing and via email to djones@taqmpasportsauthority.com.
- C. Bids will be received by the Tampa Sports Authority and will be opened/reviewed and tabulated on Friday, July 9, 2021 at 10a.m.

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

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

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

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

delivery company, courier service and/or the United States Postal Service or a delay caused by any other occurrence or circumstance.

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

2. **DEFINITIONS:**

A. THE BID:

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

B. BASE BID:

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

C. ALTERNATES:

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

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

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

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

4. **INDEMNIFICATION:**

- A. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the Authority, its officers, employees, agents, elected and appointed officials and volunteers, RJS Stadium A Commercial Condominium, Hillsborough County and the City of Tampa (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages, whether or not a lawsuit is filed, including, but not limited to, costs, expenses and attorneys and experts fees at trial and on appeal (collectively, "Claims") for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
 - 1) The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives, or subcontractors; or
 - 2) The failure of Contractor, its employees, agents, representatives, or subcontractors to comply and conform with applicable Laws, as hereinafter defined; or
 - 3) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Contractor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
 - 4) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors.
- B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

5. **BASIS OF AWARD**

Award may be made to one or more bidders who meet the bid specifications who demonstrative they are the qualified, responsive, and responsible and met 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

Unless otherwise provided for in the Special Provisions, attached hereto, 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 fourteen (14) days after the invoice is received and approved by the office of the Authority. All invoices shall be mailed to Tampa Sports Authority, 4201 N. Dale Mabry Highway, Tampa, FL 33607, Attention: Accounts Payable or emailed to JKors@tampasportsauthority.com. Please notify the Authority if your payment terms are other than Net 30. All work shall be authorized by the Owner/Representative or his designee. A written Blanket (Annual) Purchase Order may be issued as authorization to proceed with the service.

8. SUB-CONTRACTING

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

9. WORK SIGN-OFF

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

10. WORK TICKET

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

11. WORK PERSONNEL & SUPERVISORS

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

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

The Contractor shall utilize, on this contract, only workers that are skilled in the tasks to which they are assigned. The Authority retains the right to require the reassignment of an employee or employees as the Authority may deem necessary. Reasons for this request may be, but are not limited to: Poor work performance, incompetence, carelessness, disruptive or otherwise objectionable behavior. Any request for reassignment is in no way a call for dismissal. It is to be

considered just a request for the individual to be reassigned away from the facility where work is being performed. Contractor shall provide all supervision on site to coordinate and inspect work.

12. EVENT 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 vendors for review and scheduling purposes.

13. OCCUPANT SAFETY

Work shall be done in such a manner to create a safe working and walking situation for occupants and visitors of Raymond James Stadium. Work shall be done in a manner as to be of little disruption to occupants and visitors of the facility. Work shall be done in a manner that does not compromise the security of the facility or its occupants and/or visitors.

14. EQUIPMENT AND SUPPLIES SAFETY (NOT APPLICABLE)

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

15. CLEANING (NOT APPLICABLE)

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

16. **BUILDING RULES:**

If applicable, Contractor and all Contractor's subcontractors and employees shall abide by the policies and rules of the venue. Contractors and all Contractor's subcontractors and employees shall abide by all security procedures required to gain entrance to the venue and its property. All crew members shall be required to check in at designated locations or the Supervisor/Manager must contact the Authority to assist with check in.

17. E-VERIFY COMPLIANCE:

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 of 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 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 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.

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISIONS

I. PURPOSE:

The Tampa Sports Authority ("Authority") is seeking qualified firms to provide temporary staffing services is required on an as needed basis for event and post event cleaning services and for other labor needs for the Authority at Raymond James Stadium ("Contractor.") It is the intent of the Authority to award multiple contracts pursuant to this Bid and makes no guarantee that any one particular contractor will receive requests to provide as needed temporary staffing services.

The purpose of this Invitation to Bid and these Special Provisions is to describe the minimum requirements of the Authority for temporary staffing services ("Crew Members") in and around Raymond James Stadium.

II. CONTRACTOR'S MINIMUM QUALIFICATIONS:

Companies interested in submitting a proposal shall meet the following and provide the required documentation as requested as part of this Bid marked as an **Exhibit.**

A. Business History / Experience:

- a. Provide as **Exhibit "A"** a description of your company, including a brief history and time the company has been in the business of providing temporary staffing services.
- b. Provide as Exhibit "B" supporting documentation related to your company's experience with major facilities of similar scope with a brief description of the scope of services, role of management staff and staffing levels provided as it relates to the execution and performance of this Bid.
- c. Provide as Exhibit "C" a minimum of 5 customer references including contract duration and customer point of contact (name and telephone number).
- d. Provide as Exhibit "D" your recruitment methods, practices and procedures that are performed on a corporate level and the local level.
- e. Provide as Exhibit "E" the measures that will be taken in confirming the staffing levels requested.
- f. Provide as Exhibit "F" using Schedule 3 "Crew Member template" the estimated staffing levels that your company could provide for each shift as identified on Schedule 2 "Forecasted Event Schedule".
- B. Contractor must have a staffed 24/7/365 telephone service to receive emergency calls and return calls within thirty minutes by the responding company representative to the designated Authority representative.
- C. Contractor must directly employ staffing to fulfill the listed positions as defined in Schedule 1

"Job Descriptions" for "Event Day Cleaning Specialist", "Post Clean Cleaning Porter", "Lead Porter" and "Event Day / Post Clean Supervisor".

- D. Contractor must be able to provide the Crew Members to meet the following positions:
 - a. Event Day Cleaning Specialist as defined in Schedule 1 job description "Event Day Cleaning Specialist" must have the ability to perform general event day cleaning duties as assigned by the Authority which would include but not limited to removal of trash from cans and recycle receptacles, hauling of trash and recyclables, sweeping, moping, sanitizing surfaces / fixtures, cleaning of tables / seats, cleaning of counter tops, cleaning of fixtures, cleaning of floors, cleaning of restrooms, water removal with squeegees, inventory re-stocking such as soap, paper towels, toilet paper, hand sanitizer throughout the gates, concourses, suites, clubs, and ancillary areas in and around Raymond James Stadium. Must have the ability to operate equipment and cleaning tools such floor vacuums, wet/dry vacuums, brooms, mops, squeegees and trash carts, etc. Must have the ability to stand for long periods of time. Employees must attend event site specific training prior to being scheduled and working an event. Employees are required to adhere to the event dress code of black closed toe shoes and black khaki pants.
 - b. Post Clean Cleaning Porter as defined in Schedule 1 job description "Post Clean Cleaning Porter" must have the ability to perform post cleaning duties as assigned by the Authority which would include but not limited to removal of trash from cans and recycle receptacles, hauling of trash and recyclables, picking of trash and recyclables in seating bowl, use of backpack blower, sweeping, moping, sanitizing surfaces / fixtures, cleaning of tables / seats, cleaning of counter tops, cleaning of fixtures, cleaning of glass, vacuuming, cleaning of floors, cleaning of restrooms, water removal with squeegees, inventory re-stocking such as soap, paper towels, toilet paper, hand sanitizer throughout the gates, seating bowl, concourses, suites, clubs and ancillary areas in and around Raymond James Stadium. Must have the ability to operate equipment and cleaning tools such floor vacuums, wet/ dry vacuums, brooms, mops, squeegees and trash carts, etc. Must have the ability to stand for long periods of time. Employees will receive training as needed at the start of the post clean. Specific training will be provided during post clean as needed in the proper operation of blowers and pressure washers.
 - c. Event Day / Post Clean Supervisor as defined in Schedule 1 job description "Event Day / Post Clean Supervisor" must have the ability to perform the assigned duties and supervise a team performing event and or post event cleaning duties as assigned by the Authority which would include but not limited to removal of trash from cans and recycle receptacles, hauling of trash and recyclables, picking of trash and recyclables in seating bowl, use of backpack blower, sweeping, moping, sanitizing surfaces / fixtures, cleaning of tables / seats, cleaning of counter tops, cleaning of fixtures, cleaning of glass, vacuuming, cleaning of floors, cleaning of restrooms, water removal with squeegees, inventory re-stocking such as soap, paper towels, toilet paper, hand sanitizer throughout the gates, seating bowl, concourses, suites, clubs and ancillary areas in and around Raymond James Stadium. Must have the ability to operate equipment and cleaning tools such floor vacuums, wet/ dry vacuums, brooms, mops, squeegees, trash carts, blowers, etc. Must have strong communication skills, ability to work independently and ability to stand for long periods of time.

d. Other Crew Member needs. The Authority may request, from time to time, fulfillment of other labor needs with Crew Members as provided herein.

III. SCOPE OF SERVICES:

- A. The designated Authority's representative requesting Crew Members to be provided shall be responsible for contacting the Contractor for the purpose of requesting required services based on the job classifications needed. If the required job classification is not listed in the Contract based on the experience and skills required, the Authority shall propose a new job classification and an appropriate hourly wage rate, which shall be determined in the Authority's sole discretion.
- B. All event Crew Members are required to attend a 2-1/2-to-4-hour event site specific and customer service training for all event staff scheduled by the contractor prior to working the event. Event site specific training will be conducted by the Authority on a weekly or as needed basis.
- C. Crew Members' event site specific and customer service training will be paid by the Authority to the Contractor after a trained employee has worked 5 events over a 6-month period.
- D. Unless as otherwise determined by the Authority, Crew Members who are scheduled to work an event are required to follow the event day dress code as follows:
 - a. Shoes Closed toe solid black.
 - b. Belts Solid black.
 - c. Belt Solid black.
 - d. Pants Solid black Khaki pants and free from stains, tears and side pockets on legs.
 - e. Hats are not allowed.
- E. Event day uniformed shirts will be provided to all Crew Members working the event at time of deployment with all uniformed shirts being returned at the end of the event.
- F. Crew Members will be provided ponchos if needed due to inclement weather.
- G. Contractor will screen all Crew Members and require satisfactory personal references, government-issued identification, and other appropriate measures to determine that employees are of good character.
- H. Crew Member Staffing: Contractor shall employ only competent and skilled workers as defined in Schedule 1 "Job Descriptions" for the work. If the Authority is dissatisfied with any workers employed by the Contractor for the work, Authority may notify Contractor in writing and Contractor shall provide different competent and skilled workers on the work. All Crew Members engaged in any of the work performed pursuant to the contract shall at all times be deemed employees of the Contractor. For work performed by Contractor's employees, Authority may provide task-specific instruction and direction, but Contractor shall remain responsible for administrative control of the employees. Neither Contractor, nor anyone employed by it, shall represent, act, or be deemed to be the agent or employee of the Authority.
- I. Independent Contractor: Contractor shall be considered an independent contractor and as such shall

- not be entitled to any right or benefit to which Authority employees are or may be entitled to by reason of employment. Except as specifically noted in the contract, Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor in the full performance of the staffing services provided under this contract.
- J. Contractor shall provide Authority with Crew Members as provided in Schedule 1 "Job Descriptions" for these positions and individuals will be schedule based on Stadium events and or anomalies including but not limited to Schedule 2 "Forecasted Event Schedule".
- K. Contractor shall provide Authority with additional temporary personnel services as defined but not limited to Schedule 2 "Forecasted Event Schedule" for cleaning services when requested in writing. Shifts for these positions will vary.
- L. All event and post clean staffing requests as defined in Schedule 2 "Forecasted Event Schedule" will be made in writing by the designated Authority's representative a minimum of 21 days in advance of the event and post clean.
- M. Contractor shall provide initial confirmation of staffing levels being provided in writing to the designated Authority's representative no later than 7 days from the date staff is being requested / scheduled.
- N. Contractor shall provide to the designated Authority's representative a Crew Member manifest (name as shown on government issued ID) 48 business hours prior to a scheduled event for all Crew Members who are committed to working the event.
- O. All Crew Members scheduled to work shall report to the designated location at Raymond James Stadium for the dates and times requested.
- P. All Crew Members staff scheduled to work an 8-hour shift will receive a 30-minute break which will not be billable to the Authority.
- Q. All Crew Members scheduled to work an 8-hour shift will receive one (1) each fifteen (15) minute break which will be included in the billable time to the Authority.
- R. All staff scheduled to work an event less than 8 hours will receive one (1) fifteen (15) minute break which will be included in the billable time to the Authority.
- S. Authority has the right to remove contractor's personnel with reasonable cause. Contractor shall remove promptly, and without cost to the Authority.
- T. All Crew Members are required to sign in and sign out at their designated locations.
- U. Sign in sheets will be sent to the contractor's designated representative at the end of each business day.
- V. Sign in sheets must be attached on all invoices submitted to the Authority.
- W. A dedicated account manager shall be assigned as part of this contract who will meet monthly with

the Assistant Director of Facilities - Housekeeping and shall be available during normal business hours.

VI. RATES AND PAYMENT:

- A. The Authority will provide payment within 14 days for all approved invoices submitted by the contractor.
- B. No travel time will be paid.
- C. Event day hourly billing will start from the requested call times provided to the contractor. Any Crew Member who arrives after check-in has occurred will be paid from their written sign-in time noted on the sign-in sheets.
- D. Post clean hourly billing will start from when the Crew Member signs in.
- E. The Authority will provide payment within 14 days for all approved staffing invoices submitted by the contractor.
- F. The "Wage Rate" is the hourly rate of pay determined by the Authority that is to be paid by the contractor to the Crew Member who performs the work as assigned in Schedule 1 "Job Descriptions".
- G. The "All-Inclusive Multiplier" is the amount that the contractor will apply to the hourly Wage Rate to determine the hourly Bill Rate that will be invoiced to the Authority.
- H. The "Billing Rate" the Wage Rate plus the All-Inclusive Multiplier.
- I. The Wage Rate for each job description is be determined by the Authority as listed on the Bid Form. Contractor shall pay the Wage Rate to all Crew Members in a manner consistent with the bid under the Contract. The Contractor shall also and any/all overtime, and shall pay and provide for withholding payroll taxes, shall make all re-employment contributions, and handling any re-employment and workers' compensation claims of any Crew Member(s) provided to Authority under this Contract. As such any Crew Member(s) provided to Authority under this Contract shall not be entitled to any right or benefit to which Authority employees are or may be entitled to by reason of employment with Authority unless otherwise required by law.
- J. The Authority reserves the right to adjust the Wage Rate for each job description for any event, in its sole discretion and based on market conditions.
- K. If the required job classification is not listed in the Contract based on the experience and skills required, the Authority shall propose an a new the job classification with an appropriate hourly wage rate, consistent with Section VI below, which will be subject to the sole discretion of the Authority. The All-Inclusive Multiplier shall be applied to the wage rate to determine the billing rate. Any job classification not already established in the Contract shall be approved by the Authority.
- L. The Authority, in its sole discretion, shall have the right to request an audit of the Contractor's books or other information to ensure that the Contractor is paying the Wage Rate for each job description, or any adjustments authorized by the Authority as provided for herein.

Schedule-1 Job Descriptions

Event Day Cleaning Specialist

General Description

The Stadium Event Day Cleaning Specialist will be called upon to support custodial operations for the general upkeep and cleaning in maintaining the overall appearance and integrity during events at Raymond James Stadium. Responsibilities may include any combination of the following tasks: trash removal, recycle removal, surface cleaning, mopping, vacuuming, and restroom cleaning. Specific responsibilities for each cleaner will be determined by post cleaning needs, management direction, and Cleaner capabilities/experience.

General Responsibilities include, but are not limited to:

- Performs custodial tasks as assigned within their designated zone.
- Maintains a neat and orderly work area, including janitorial closets and storage areas.
- Clear/Clean/Sweep all seating sections, concourses, walkways, stairwells, ramps, gates, and pedestrian pathways of debris.
- Wipe clean trash / recycle receptacles, counter tops, fixtures / railings as needed.
- Removal of trash from cans and recycle receptacles generated throughout the event.
- Remove trash and debris from tables and wipe clean throughout the event.
- Re-stock paper products and soap in restrooms as needed throughout the event.
- Mop/clean all spills to prevent slip and falls. Deploy caution signage when floors become a hazard.
- Squeegee water from floors during and from inclement weather.
- Maintains cleaning equipment in good working condition and notifies the account manager or supervisor if repair or replacement is necessary.
- Works safely at all times and promptly informs management about unsafe conditions existing in the work area.
- Adheres to stadium security procedures.
- Performs other cleaning-related duties as required.

Requirements

- Basic cleaning responsibilities require no previous experience, training will be provided and available.
- Must be willing to work evenings and weekends as determined by events schedule.
- Must be able to take direction, to work with minimal supervision, and to function cooperatively as part of a team.
- Requires attention to detail, a pride in delivering excellent service, and high levels of energy and endurance.
- Ability to walk or stand for long periods of time.
- Ability to work in a non-conditioned environment.

Post Clean Porter

General Description

The Stadium Post Clean Porter will be called upon to support custodial operations for the post clean following events at Raymond James Stadium. Responsibilities may include any combination of the following tasks: picking and blowing trash / recyclables in seating bowl, trash removal, recycle removal within and around stadium, detail cleaning of surfaces and fixtures, mopping, vacuuming, and restroom cleaning. Specific responsibilities for each cleaner will be determined by event needs, management direction, and Cleaner capabilities/experience.

General Responsibilities include, but are not limited to:

- Performs custodial tasks as assigned within their designated zone.
- Clear/Clean/Sweep all seating sections, concourses, walkways, stairwells, ramps, gates, and pedestrian pathways throughout the stadium of debris.
- Removal of trash from cans and recycle receptacles throughout the stadium.
- Wipe clean trash / recycle receptacles.
- Clean glass, counter tops, tables, millwork, furniture, fixtures, railings as needed.
- Mop, and vacuum floors.
- Clean surfaces / areas using a pressure washer (Specific training will be provided).
- Re-stock paper products and soap in restrooms.
- Maintains cleaning equipment in good working condition and notifies the account manager or supervisor if repair or replacement is necessary.
- Works safely at all times and promptly informs management about unsafe conditions existing in the work area.
- Adheres to stadium security procedures.
- Performs other cleaning-related duties as required.

Requirements

- Basic cleaning responsibilities require no previous experience, training will be provided and available.
- Must be willing to work evenings and weekends as determined by events schedule.
- Must be able to take direction, to work with minimal supervision, and to function cooperatively as part of a team.
- Requires attention to detail, a pride in delivering excellent service, and high levels of energy and endurance.
- Ability to walk or stand for long periods of time.
- Ability to work in a non-conditioned environment.

Event / Post Clean Supervisor

General Description

The Stadium Event / Post Clean Supervisor will be called upon to supervise a group of staff in performing the event or post clean custodial operations at Raymond James Stadium. Supervision responsibilities may include any combination of the following tasks: picking and blowing trash / recyclables in seating bowl, trash removal, recycle removal within and around stadium, detail cleaning of surfaces and fixtures, mopping, vacuuming, and restroom cleaning. Specific responsibilities and areas of supervision for each supervisor will be determined by event or post cleaning needs, management direction, and Cleaner capabilities/experience.

General Responsibilities include, but are not limited to:

- Supervise custodial teams as assigned within their designated zone.
- Ensures staff are at assigned locations and performing their assigned duties.
- Ensures areas are being properly cleaned and in a timely manner.
- Monitors work progress for completion and acceptance.
- Responds and provides follow-up on cleaning requests.
- Reports building deficiencies to management.
- Ensures that all supplies and equipment is returned to their designated areas.
- Ensures keys, radios and uniforms are assigned and retrieved from staff.
- Ensures that all staff reports to their end of shift designated area for sign out.
- Provides end of shift update to management.
- Works safely at all times and promptly informs management about unsafe conditions existing in the work area.
- Adheres to stadium security procedures.
- Performs other cleaning-related duties as required.

Requirements

- Knowledge and experience in the supervision of cleaning is required.
- Must be able to communicate and follow directions in English.
- Must be able to develop solutions quickly and effectively.
- Must be willing to work evenings and weekends as determined by events schedule.
- Must have a strong attention to detail, a pride in delivering excellent service, organization, and high levels of energy and endurance.
- Ability to walk or stand for long periods of time.
- Ability to work in a non-conditioned environment.
- Driver's license preferred.

INVITATION TO BID

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

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

Bid 20-13: Temporary Event Staffing, Raymond James Stadium

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:

Schedule 4 Hourly Cost Sheet

I	П	ш	IV	V
ITEM	Job Classification	Wage Rate \$/Hour	All-Inclusive Multiplier	Billing Rate (Add Current Wage Rate \$/Hour plus & All- Inclusive Multiplier
1	Event Day Cleaning Specialist	\$12.50	\$	\$
2	Post Clean Porter	\$12.50	\$	\$
3	Event Day / Post Clean Supervisor	\$15.00	\$	\$
4	- Multiplier for other Job Classifications not listed		\$	

GUARANTEE OF BID PROPOSAL

Name of Firm:			
Street Address:			
Mailing Address:	City	State	Zip
Phone #:		Fax #:	
E-Mail Address:			
		plicable law), permitted, and certified to	
State of Florida Co	orporation ID # (From S	ecretary of State):	
Federal Employer	Identification Number (FEIN):	
IN WITNESS W	HEREOF, this Bid Pro	posal is hereby signed and sealed as	of the date indicated.
Witness		(Authorized Signature in Ink)	
Witness		(Printed Name of Above Signer)	
Corporate Seal (W	here appropriate)	(Printed Title of Above Signer)	
		(Date Signed)	

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

ACKNOWLEDGMENT OF ADDENDA (If applicable)

I,	on this	, day of	20 he	ereby
acknowledge receipt of any and all Adde	nda Notices hereb	y issued regarding t	his Bid #20-13 for	
Temporary Event Staffing, Raymond Jan	nes Stadium.			
A	Addenda Numbers	Received:		
	·			
		====		
		_		
AUTHORIZED SIGNATURE:				
PRINTED NAME OF ABOVE:				
TITLE OF ABOVE:				
COMPANY NAME:				

(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF		
	SS	
COUNTY OF)	
On this	day of	, 20, before me, the undersigned authority,
personally appeared		to me known to be the individual described in
and who executed the foregoin	g instrument as	to me known to be the individual described in of
a	corporation, and v	ho severally and duly acknowledged the execution of such
instrument as such an officer at the powers conferred upon sai	aforesaid, for and on behalf d officer by the corporation	of and as the act and deed of said corporation, pursuant to a solution of Directors or other appropriate authority of said atters in said foregoing instrument, certified the same to be
Signature of Company Repres	entative	
WITNESS my hand a	and official seal the date afo	presaid.
	(Signature	of Notary Public)
==	(Print, Tyr	e, or Stamp Commissioned Name of Notary Public)
Personally known or	product identification	·
Type of identification produce	d	(NOTARY'S SEAL)
		IF A PARTNERSHIP OR INDIVIDUAL)
STATE OF	SS	
COUNTY OF		
On this	dev of	, before me, the undersigned authority,
personally appeared	day of	to me known to be the individual described in
and who executed the foregoing		of the firm of(if
		and on behalf of and as the act and deed of said firm, for the
uses and purposes therein expr		and on bottom of this so has been also about or being thin, for the
Signature of Company Repres	entative	
WITNESS my hand a	and official seal the date afo	resaid.
	(Signature	of Notary Public)
	(Print, Typ	e, or Stamp Commissioned Name of Notary Public)
Personally known or	product identification	
Type of identification produce	A	(NOTARY'S SEAL)

ACKNOWLEDGMENT OF PRINCIPAL, IF CORPORATION

(STATE OF)		
(COUNTY OF)		
(CITY OF)		
The foregoing instrument was acknowledged be	efore me this day of	
by	of	
(Name and Title of Officer)	Of(Name of Principal)	
(State of Corporation)	corporation, on behalf of said corporation.	He/She is
personally known to me or has produced	(Type of Identification) as iden	ntification.
	the Board of Directors of said corporation to e	
Signature of company representative:		
NOTARY PUBLIC:		
Sign:		
Print/Type:		
SEAL		

LEGAL STATUS OF BIDDER

This P	ropo	sal i	s submitted in the name of:	
(Print)				_
		ation	ned hereby designated below his business address to which all notices, directions or one may be served or mailed:	the
City			State Zip Code	
The un	ders	igne	ed hereby declares that he/she has legal status checked below:	
	()	INDIVIDUAL	
	()	INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME	
	()	CO-PARTNERSHIP	
			The Assumed Name of the Co-Partnership is registered in the County of Florida	
	()	CORPORATION INCORPORATED UNDER THE LAW OF THE STATE OF The Corporation is:	
	()	LICENSED TO DO BUSINESS IN FLORIDA	
	()	NOT NOW LICENSED TO DO BUSINESS IN FLORIDA	
The na	me,	titles	s, and home address of all persons who are officers or Partners in the organization are as follows:	
NAME	AN	ID T	TTLE HOME ADDRESS	
Signed	and	Sea	led this day of 20	
			Ву:	
			Printed Name:	
			Title:	

BIDDER REFERENCES

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

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

BIDDER NAME:		
1. PROJECT:		DATE:
LOCATION:		
OWNER REPRESENTATIVE:	Name:	
	Title:	
	Email:	
2. PROJECT:		DATE:
LOCATION:		
OWNER REPRESENTATIVE:	Name:	
	Title:	
	Email:	
3. PROJECT:		DATE:
OWNER REPRESENTATIVE:	Name:	
	Title:	
	Email:	

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

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

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

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

ć	I. Based on information and belief, the statement entity submitting this sworn statement. (Indic		
	Neither the entity submitting this sworn statement, ne shareholders, employees, members, or agents who affiliate of the entity has been charged with and con 1989.	are active in the manageme	ent of the entity, nor any
	The entity submitting this sworn statement, or one or shareholders, employees, members, or agents who are of the entity has been charged with and convicted of a	active in the management o	f the entity, or an affiliate
	The entity submitting this sworn statement, or one or shareholders, employees, members, or agents who are of the entity has been charged with and convicted or However, there has been a subsequent proceed Division of Administrative Hearings and the Final Or was not in the public interest to place the entity submisst. (Attach a copy of the final order).	active in the management of f a public entity crime sub ling before a Hearing Offic- der entered by the Hearing (f the entity, or an affiliate sequent to July 1, 1989. er of the State of Florida, Officer determined that it
PUBLIC AND, TH IS FILED ENTERIN 287.017,	ESTAND THAT THE SUBMISSION OF THIS FORI ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) AT THIS FORM IS VALID THOROUGH DECEMB I. I ALSO UNDERSTAND THAT I AM REQUIRED ING INTO A CONTRACT IN EXCESS OF THE THE FLORIDA STATUTES FOR CATEGORY TWO NED IN THIS FORM.	ABOVE IS FOR THAT P ER 31 OF THE CALENDA TO INFORM THE PUBL IRESHOLD AMOUNT PR	UBLIC ENTITY ONLY IR YEAR IN WHICH IT IC ENTITY PRIOR TO OVIDED IN SECTION
	.	(Signat	ure)
	Sworn to and subscribed before me this	day of	20
	Personally known OR proc	fuced identification	
	Type of Identification and Number		
	Notary Public - State of	County of	
	My commission expires		
	(Printed typed or stamped commissioned name	e of notary public)	

NOTARY SEAL:

39

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

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

1.	This sworn statement is submitted with Bid, Proposal or Contract No.
	for
2.	This sworn statement is submitted by:
	(Name of entity submitting Statement)
	whose business address is:
	and (if applicable) its Federal Employer Identification Number (FEIN) is
3.	My name is(Please print name of individual signing)
	and my relationship to the entity named above is
4.	I understand that an "affiliate" as defined in Section 105.08, Tampa Sports Authority Code, means:
	The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.
5.	I understand that the relationship with a TSA Commissioner or TSA employee that must be disclosed as follows:
	Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, or grandchild.
б.	Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.
	Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships as defined in section 105.08, Tampa Sports Authority Code, with any TSA Commissioner or TSA employee.
	The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity, have the following relationships with a TSA Commissioner or TSA employee:

Name of Affiliate or entity	Name of TSA Commissi or employee	oner	Relationship
		<u> </u>	(Signature)
		==	(Date)
STATE OF			
COUNTY OF			
The foregoing instrument wa	as acknowledged before me this	Day of	, 20, by
		•	who is personally known to me
who has produced		as identification	ia.
		NOTARY PUB	LIC:
		SIGN:	
		PRINT: Notary My Con	Public, State at large nmission Expires:
		(SEAL)	

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

- 1. This statement is submitted with <u>Invitation to Bid #20-13</u>, <u>Temporary Event Staffing</u>, <u>Raymond</u> James Stadium.
- 2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the Authority for the procurement of commodities or contractual services, a bid received from a business that certifies that is has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
 - a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for 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:	

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 below, you hereby affirm that you will comply with the E-Verify system requirements.

Federal Employer Identificati	on Number (FEIN):		
Printed Name of Affiant Pri	nted Title of Affiant	Signature of A	ffiant
Name of Firm		Date	
Address of Firm		State	Zip Code
	Notary Public In	formation	
Notary Public - State of	County of		
Subscribed and sworn to (or affirmed) before m	this day of	20	
Ву	He or she is persons	illy known to me	or has produced identification
Type of Identification Produced			
Signature of Notary Public			Serial Number
Driet or Stown of Motor: Dublic	Evaluation Date		Motor Dublic Cent

STATEMENT OF NO BID

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

Bid Number: <u>20-13</u>

Title: Temporary Event Staffing, Raymond James Stadium

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

	elect not to submit a bid/proposal, please indicate the reason below and either. his form to: djones@tampasportsauthority.com or mail this for to the address above.
	We do not offer this product/service or an equivalent;
	Our schedule would not permit us to perform;
	Insufficient time to respond to solicitation;
	Unable to meet specifications;
	Specifications not clear;
	Unable to meet bond and/or insurance requirements;
	Specifications "too tight"/restrictive (i.e., geared to a specific brand or manufacturer);
	Sub-Contractor (submitted bid to General Contractor);
	Other (please explain below):
REMAI	RKS:
	erstand that if the "No Bid" letter is not executed and returned; our name may be deleted from the list of d bidders for the Tampa Sports Authority.
SIGNAT	TURE: DATE:
NAME (PRINTED):
COMPA	NY:
ADDRE	SS:
FEDER/	AL TAX ID#:
DHONE	NIMBER. FMAIL:

BID CHECKLIST (Not a mandatory form)

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

General Terms and Provisions Acknowledgment "Proposer's Signature" - Page 14
Bid Proposal – Page 31
Guarantee of Bid Proposal – Page 32
Acknowledgment of Addenda (If applicable) – Page 33
Acknowledgment of Bidder (If a Corporation, Partnership or Individual) – Page 34
Acknowledgment of Principal, If Corporation – Page 35
Legal Status of Bidder – Page 36
Bidder Reference Form – Page 37
Sworn Statement – Public Entity Crimes – Page 38-39
Sworn Statement - Disclosure of Relationships - Page 40-41
Drug-Free Workplace Acknowledgment – Page 42
E-Verify Affidavit – Page 43
Statement of No Bid (Complete this form only if not submitting a bid) – Page 44
Bid Checklist (Not a mandatory form) – Page 45
wledge by my signature above that all the above forms Date icable) have been included in my bid to the Authority.

SCHEDULES 2 THRU 3

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August 2021	Wadnesday Thursday	kn _	12	40	38	7	Event Notes: * All event day employees report to gate "A" for chack-in. * All event day employees are required to be in proper dress code at films of check-in.
AL	Tuesday	**	10	10 Staff (G-6 Horm) Required © &stitlem	2.6 POST CLAM shall shall (6-6 Hours) Nequired @ 8-00em	-	1
	Monday	2	O.	POST CLEAN Shaft 15 Staff (6-6 Hours) Required © 12:00pm	POST CLEAN Shaft 15 Staff (6-8 Hours) Required © 22:00pm	30	Voltace: All shaff will be provided a 15 minute paid brook during an ovent. If scheduled event exceeds 8 hours a 20 minute paid brook will be provided. All shaff working post clean will be provided a 15 minute paid brook. If scheduled shaft exceeds 7 hours a 20 minute un-paid brook will be a 25 minute un-paid brook will be brookened without a 25 minute un-paid brook will be a
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			September 2021			
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ıo	6 Latter Day	_	60	Buccaneer 8-78 pm FYRH Staff (Enflowment POD 18-15 pm) IN Event Staff (Instituted ID 4-15 pm) IV) Event Malf (Instituted ID 5-15 pm)	POST CLEAM Shaff 40 Stoff (4-5 Hours) Propiet CLEAM Shaff 50 Stoff (4-5 Hours) Propieted © 12-00tem 50 Stoff (8 Hours) Propieted © 6-00tem 50 Stoff (8 Hours) Propieted © 12-00tem 515 Stoff (9 Hours) Propieted © 3-00tem 515 Stoff (6-9 Hours) Propieted © 3-00tem	MENT for (nother to the same) **Rest Safe frequent of Decigne **Rest Safe frequent of safe in **Post Safe frequent of safe in **Post Safe frequent of Safe in **Post Safe (4-6 Hours) Residued @ Safe in **Safe (4-6 Hours) Residued @ Safe in
12 POUST CLEAM STRAIT SOLIT (1-4 Hours) Proglated © SOURIN 20 Staff (1-6 Hours) Proglated © 12-Others 120 Staff (1-6 Hours) Proglated © 3-Others	13 POST CLEMB Shuff 15 Shuff (8 Hours) Required © 8-00em 1 Shuff (6-8 Hours) Required © 12-00em	14 POST CLIANI STAIT 10 Staff (5-6 Hours) Required @ 6:00mm	10 0	5	17	18 PERST BANK (Inchesional DOG Statisgue) Th Breat Staff Required © 4:15pm PAST CLEAN Roof SS Souf (4:5 House) Required © 11:30pm 4 Staff (8 House) Required © 11:30pm
19 Buccanoet 6:05pm Other (6 Hours) Insured @ 2.00m ENSITY Read (9 Hours) Insured @ 2.20pm Other Solf Required @ 12.20pm POST CLEAN Staff FOUR CLEAN Staff Gi Solf (4-5 Hours) Required @ 9.50pm Els Solf (4-5 Hours) Required @ 9.50pm	20 FOST CLEAN STAFF SINT (G-8 Hours) Peopleted © 8:00mm 20 Staff (G-8 Hours) Peopleted © 3:200pm 30 Staff (G-8 Hours) Peopleted © 3:300pm	21 POST ELEAN Shaff 10 Staff (5-6 Hours) Respired @ 6:00km	22	23	72	25
	27	28	29	30	-	2
Modes: All conf. will be provided a 15 minute paid break claring an event. If All Add worthing post clean will be provided a 15 minute paid break. Additional cecus dates and these will be amounted once scheduled.	Mothese: At staff will be provided a 15 ratiate pold break daring an event. If scheduled forms except 6 bours a 30 minute paid break. At staff working post clean will be provided a 15 minute paid break. If scheduled shift except 7 hours a 30 minute un-paid in the provided water. At shiff will be provided water. Additional event dates and these will be amounted once scheduled.	will be provided.	Event Notes: * All event day employees are report to gate "A" for check-in. * All event day employees are required to be in proper dress code at time of check-in.	n "A" for check-in. to be in proper dress code at time of	Post Clean Notes: - Employees report to gate "A" for all first cabe for event day post clean cleach-th. - All other cabs for post clean employees report at Dock "B" Security for check-in.	first calls for event day post cleen see report at Dock TS" Security for

			October 2021			
Sunday	Monday	Thesday	Wednesday	Thursday	Priday	Saturday
26	27	28	29	30	-	2
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	12.5 mg/s	Comment	January 2022	2	A AMARIAN	(Caraman Caraman Caram
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Sunday	Monday	Tusteray	repruary 2022	Thirties of	- Endlan	Saturday
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6 POST CLEAN Shaff Shaff (6 Hours) Raquinci © 6400mm	7	69	G)	10	F	12
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Other Events and Dates to be announced as sheduled

Schodule 3 Staffing Template

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	ଟା	70	#	12	a	EVERTIT BOTH (LEARNING BOTH BOTH) () Book Stoff Required & Stoffen () Book Stoff Required & Stoffen () Book Stoff Required & Stoffen
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WOODS:

* Below the estimated mamber of employees your company would be able to provide for each shift released to the event and past clean call times as noted.

* Event days and Post Clean times are smallest to charge.

* Autobiomic event dates and times will be arremand once achieful.

The state of the s						
	Monday	Trenday	Wednesday	Thursday	Friday	Solutiday
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12 POST CLEAR Straff Stoff (= 8 fours) Required @ 3:00mm Staff (# 8 Hours) Required @ 2:200pm Staff (# 9 Hours) Required @ 3:90pm	1.3 POST CLEAS SEAT SEAT (6 Heart) Required © E-20ther () Seat (6-4 Heart) Required © 12-20ther	1.4 POST CLIMB Sheff Smill (6-8 Hours) Perplayed (9-8000mm)	15	16	17	EVENT PLATE (Buddenmed Stee Stadings) () Shart Staff Required (0-4:15)mm POST CLEAR Staff () Staff (4-5 Horn?) Required (0-12)mm () Staff (4-16 mm) Required (0-12)mm
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26	27	28	29	30	er!	2

* Enter the actimated number of employees your company would be able to provide for each shift related to the event end post clean call times as noted.

* Event days and Post Clean bises are subject to cleange.

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17 POST C.EAM Shaft Style (6-6 Haum) Regulard © E-00am Style (8 Hount) Regulard © ±2:00am Style (6-8 Hount) Regulard © ±00am	18 POST CLEAN SWIT () Swif (6 Hour) Peopled @ 8-00mm () Swif (6-6 Hour) Peopled @ 12-00pm	19 POST CLAMS Regimed () Staff (8 Haunt) Regimed () scottem	20	21	22	23
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Enter the actimated number of employees your company would be able to provide for each shift related to the event and past clean call times as noted.

* Event days and Past Clean times on subject to clean.

* Additional event dates and times will be amounced once actuabled.

the di	Montey	Thesday	Wednesday	Thursday	rigan	reputation of the second
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WOLDES:
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19 Broot Saff Required @ 535pm	20 POST CLEAM Braff Staff (6-6 Hours) Propieted © Extlera Staff (6-6 Hours) Propieted © 12-00pm Staff (6-6 Hours) Propieted © 3-00pm	2.1. POST CLEAN SCAT) Soul (9 Hours) Required @ 600mm) Soul (6-6 Hours) Required @ 12500pm	2	2.3 Garger The Broad 7-500pm EVERT Stort (Exchanged 600 4 and Maye) () Dent Stort (Exchanged 6 4-15pm POST CLEAN Stout () Stort (4-5 fount) Respired 6 1124pm () Stort (6 fount) Respired 6 1124pm	24 Onizolas Sie POST CLAM Serif () Sind (6-6 Fount) Required @ 7-90bm	25 Carletmas Day
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^{*} Enter the extension number of employees your company would be able to provide for each shift released to the event and post clean call three as noted.

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