



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

RFP #19-12

**REQUEST FOR PROPOSAL
FOR
FINANCIAL AUDIT & RELATED SERVICES**

RFP DUE DATE: MONDAY, JULY 13, 2020 BY 2:00 P.M.

**DELTECIA JONES
PROCUREMENT MANAGER
(813) 350-6511**

JUNE 2020

**TAMPA SPORTS AUTHORITY
FINANCIAL AUDIT & RELATED SERVICES – RFP #19-12**

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

Telephone: (813) 350-6500
Fax #: (813) 350-6611

PROCUREMENT SUMMARY AND REGISTRATION

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

Document Number: RFP #19-12
Title: Financial Audit and Related Services
Description: Provide financial audit and related services to the Tampa Sports Authority.
Proposal Submittal Deadline: Monday, July 13, 2020 by 2:00 p.m.
Tampa Sports Authority
Raymond James Stadium
4201 N. Dale Mabry Highway
Tampa, FL 33607
Pre-Bid/Proposal Conference: None
For additional information, contact: Deltecia Jones
Procurement Manager
Telephone: (813) 350-6511
E-Mail: djones@tampasportsauthority.com
Special Instructions: None

RESPONDENT REGISTRATION
MAIL, EMAIL or FAX THIS FORM BACK IMMEDIATELY
Fax #: (813) 350-6611 or djones@tampasportsauthority.com

Use this form to register as a potential responder or proposer for this procurement. Only registered vendors will be mailed courtesy notices of changes or addenda to these procurement documents. Carefully complete this form and mail, email or fax it to the Procurement Department. You must submit one form for each company that you are registering for. FAILURE TO INCLUDE AN ADDENDUM IN YOUR BID MAY RESULT IN THE REJECTION OF YOUR BID.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State/ZIP: _____ Email: _____

Phone: (_____) _____ Fax: (_____) _____

GENERAL INFORMATION AND CONDITIONS

RFP #: 19-12

TITLE: FINANCIAL AUDIT & RELATED SERVICES

**RESPONSE DUE DATE/
TIME/LOCATION:** PROCUREMENT DEPARTMENT, 4201 N. DALE MABRY HIGHWAY
TAMPA, FL 33607 NOT LATER THAN 2:00PM ON MONDAY JULY 13,
2020

1.0 INSTRUCTIONS TO RESPONDENT:

1.1 DELIVERY OF RESPONSES:

- (a) The delivery of the RESPONSE to the Tampa Sports Authority's Procurement Department, prior to the deadline, is solely and strictly the responsibility of the RESPONDENT. The deadline for delivery of all Responses is MONDAY, JULY 13, 2020 BY 2:00 P.M. Box/Packaging must be marked "SEALED RESPONSE FOR FINANCIAL AUDIT & RELATED SERVICES". All Responses will be delivered to the TAMPA SPORTS AUTHORITY, 4201 N. Dale Mabry Highway, Tampa, Florida 33607. (Raymond James Stadium, Entrance B off Himes Avenue). The Tampa Sports Authority Purchasing Department will not be responsible for delays caused by any delivery services that may be used. The Respondent is hereby directed to cause delivery of their Response prior to the bid opening time. The Response delivery time will be scrupulously observed. Any Response received after Monday, July 13, 2020 after 2:00 P.M. shall not be considered. THERE WILL NOT BE A "FORMAL" RESPONSE OPENING FOR THIS PROJECT.
- (b) Electronic or faxed bids will not be considered.
- (c) For informational purposes, the Respondent is advised that the United States Postal Service or even Express Mail Services may not deliver your Response in a timely manner. Respondents are cautioned to plan necessary delivery time accordingly.

1.2 REQUESTS FOR INTERPRETATION - ADDENDUM:

No substantive interpretation of this RFP will be made to any Respondent orally. Every request for such interpretation must be in writing, addressed to the Tampa Sports Authority, Attn: Ms. Deltecia Jones, Procurement Manager, 4201 N. Dale Mabry Highway, Tampa, Florida 33607. Email requests for interpretation will be accepted for this project. The email address for the Procurement Manager is djones@tampasportsauthority.com. To be considered, such a request should be received not later than **June 30, 2020 by 1:00 p.m.** Any such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be sent to all vendors that registered for this RFP at least two (2) days prior to the date fixed for the opening of Responses. Failure of any Respondent to receive any such addendum or interpretation shall not relieve said Responder from any obligations contained within this RFP. All addenda so issued shall become part of the Contract documents.

1.3 COSTS OF PREPARATION:

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

1.4 RFP RESULTS:

Preliminary results will be available after the Tampa Sports Authority Evaluation Committee meets to rank the Responses. The Evaluation Committee shall be organized in compliance with Florida Statutes 218.391(b).

The Evaluation Committee ranking will be submitted to the Board of Directors for review and approval. Final Results will be emailed or faxed to all registered Responders.

1.5 TENTATIVE SCHEDULE:

- (a) Advertisement dates
 - Sunday, June 14th & 21st – Saint Petersburg Times
 - Tuesday, June 16th –Website (www.tampasportsauthority.com)
 - Tuesday, June 16th – NAACP Email blast
 - Friday, June 19th – LaGaceta
 - Wednesday, June 17th – Florida Sentinel Bulletin
- (b) RFPs released Tuesday, June 16, 2020
- (c) Last day for questions Tuesday, June 30, 2020 by 1:00 p.m.
- (d) Proposal due date Monday, July 13, 2020 by 2:00 p.m.
- (e) Shortlist Meeting Monday, July 20, 2020 at 10:00 a.m.
- (f) Interviews Friday, July 24, 2020 at 9:30am, 10:30am & 11:30am
- (g) Final Ranking Meeting Friday, July 24, 2020 at 2:00 p.m.
- (h) Finance Committee Meeting Tuesday, July 28, 2020 at 10:30 a.m.
- (j) TSA Board Meeting Tuesday, August 4, 2020 at 4:00 p.m.

Meetings may (and likely will) be held virtually in response to social distancing recommendations related to the COVID pandemic, any such virtual meetings will be noticed to the Respondents, the contact information for these meetings will also be posted on the Authority’s procurement website.

2.0 GENERAL CONDITIONS

2.1 REJECTION OF RESPONSES:

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

2.2 BINDING OFFER:

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

Responses may be withdrawn on written or telegraphic request dispatched by the Respondent in time for delivery prior to the time fixed for the opening of Responses. Negligence on the part of the Responder in preparing the Response confers no right of withdrawal or modification of the Response, after the Response has been opened at the appointed time and place, by the Tampa Sports Authority. Any such withdrawn Response shall not be resubmitted. Responses will be in force for a period of sixty (60) days after the opening date.

2.3 APPLICABLE FLORIDA STATUTES:

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

The Responders are requested, however, to identify specifically any information contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exemption law. All proposals received in Response to this RFP will become the property of the Tampa Sports Authority and will not be returned

This RFP is prepared in accordance with Chapter 218 Section 391 of the Florida Statutes.

2.4 AVAILABILITY OF PERSONNEL:

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

2.5 OWNERSHIP OF DOCUMENTS:

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

2.6 CONTRACT EFFECTIVE DATE, TERMS:

It is the Tampa Sports Authority's intent that the contract will be awarded effective **October 1, 2020 (initially covering FY-2020 audits)** for a three (3) year annual term with one (1), two (2) year renewal option based on the Tampa Sports Authority receiving proper service and cooperation from the selected individual/firm. Any alteration or change of terms or conditions, including billing rates, as specified in the contract will be considered a modification to the contract that requires the mutual consent of both parties.

2.7 INSURANCE REQUIREMENTS:

Before starting and until acceptance of the work by the Tampa Sports Authority, the Respondent shall procure and maintain insurance of the types and the limits specified on pages 24-25.

2.8 ASSIGNMENT OF CONTRACT:

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

2.9 NON-EXCLUSIVITY OF CONTRACT:

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

2.10 PUBLIC ENTITY CRIMES STATEMENT:

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

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

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

2.11 INDEMNIFICATION: (PATENT OR COPYRIGHT)

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

2.12 INDEMNIFICATION: (GENERAL LIABILITY)

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

2.13 DUTY UNDER PUBLIC RECORDS LAW

IF THE CONTRACTED RESPONDENT ("CONTRACTOR") HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT, THE CUSTODIAN OF PUBLIC RECORDS at 4201 N. DALE MABRY HWY, TAMPA, FLORIDA 33607. (813) 350-6515 PUBLICRECORDS@TAMPASPORTSAUTHORITY.COM

Contractor shall comply with applicable public records laws and shall:

- a. Keep and maintain public records required by the Authority to perform the service required under this Contract.
- b. Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the contractor does not transfer the records to the Authority.
- d. Upon completion of the Contract, transfer, at no cost, to the Authority all public records in possession of the Contractor or keep and maintain public records required by the Authority to perform the service. If the Contractor transfers all public records to the Authority upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.

- f. A request to inspect or copy public records relating to this contract must be made directly to the Authority. If the Authority does not possess the requested records, it shall immediately notify Contractor of the request, and Contractor must provide the records to the Authority or allow the records to be inspected or copied within a reasonable time.
- g. If Contractor does not comply with the Authority's request for records, the Authority shall enforce these contract provisions in accordance with the Contract.
- h. If Contractor fails to provide requested public records to the Authority within a reasonable time, Contractor may be subject to penalties under Section 119.10, Florida Statutes.

3.0 RESPONSE FORMAT AND CONTENT:

Parties who choose to not respond to the RFP should complete the Statement of No Bid (Ref. Page 29) and return by mail, email or fax to Deltecia Jones, Procurement Manager, at the addresses identified on page 3 of this RFP.

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

Respondents are further advised that lengthy or wordy submissions are not necessary.

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

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

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Organizational Chart showing the Respondent's proposed audit team members.

Responses to Questions and Other Requested Information - Responses should contain direct answers to the following requests for information. Responses to each lettered item, request for information or form, should either begin on a new page with the item repeated at the top of the page or with a clear break shown between lettered items. Respondents are required to respond to each lettered item in the specific order listed below:

- a. Complete, sign and submit a completed copy of the RFP Checklist (included herein);
- b. Proposed Audit cost for Tampa Sports Authority- Stadium, Tournament Sports Complex, and the golf course, as well as an indication of hourly costs for separate agreed upon projects.
- c. Responding firms must provide a copy of your most recent Peer Review letter and certificate.
- d. Describe pending litigation in which your firm is involved in related to of any services as described herein.
- e. Adhere to the Public Entity Crimes Statement, as referenced herein.
- f. Provide a general description of the firm, its organization, size and structure;

- g. Describe the steps your firm would take to perform the financial audit of the Authority, including any pre-audit and/or ongoing requirements;
- h. Describe your firm's qualifications for providing the required services. Specifically, address in detail the firm's governmental auditing and accounting experience within the last five (5) years, including a description of the firm's experience within the State of Florida and for other Sports Authorities, the type of audit conducted, and a general statement of purpose;
- i. State any other qualifications and/or experience which you would consider to be significant, innovative or otherwise relevant to the Tampa Sports Authority's consideration of your firm;
- j. State any conditions which might impair or affect your firm's independence with respect to the Sports Authority audit;
- k. Provide a statement of the firm's local availability and degree of accessibility to the Authority;
- l. Identify the individuals who would be responsible within your firm to provide the requested services to the Authority and describe the qualifications and relevant experience of each individual and the number of years the individual has been with your firm, indicating the local office where each individual whose qualifications are listed is assigned;
- m. If the proposal is a joint proposal with another firm, indicate which firm is to be considered the lead Audit firm. For the purposes of this proposal, the lead Audit firm would serve as the primary point of contact for the Tampa Sports Authority, would coordinate any and all of the services associated with the Scope of Services about and would be responsible for all billing and collection for both firms;
- n. Complete and submit Declaration and Proposal Guarantee Form (attached herein);
- o. Complete and submit the Acknowledgment of Proposer, if a Corporation or Acknowledgement of Proposer, if a Partnership or Individual Form (if applicable (attached herein));
- p. Complete and submit the Acknowledgment of Principal, if a Corporation Form (if applicable) (attached herein);
- q. Complete and submit the Legal Status of Proposer Form (attached herein);
- r. Complete and submit the Proposal Qualification/Reference Form (attached herein);
- s. Complete and submit the Sworn Statement Tampa Sports Authority Disclosure of Relationships form (attached herein);
- t. Submit your Certificate of Insurance (required coverages attached herein);
- u. Complete and submit the Acknowledgment of Addenda (if applicable, attached herein form);
- v. Complete and submit the Preferences to Businesses with Drug-Free Workplace Programs Under Section 287.087, Florida Statutes (attached herein);
- w. Disadvantaged Minority / Disadvantaged Women Business Enterprise (DM/DWBE): Qualified firms may receive up to a maximum of five (5) bonus points for DM/DWBE participation. The term "DM/DWBE" shall mean a business that is certified as a *bona fide* DM/DWBE with Hillsborough County or has been granted reciprocal certification by Hillsborough County. Provisional Reciprocal Certification shall be granted for one (1) six (6) month period to firms which are principally domiciled in the State of Florida and certified by other jurisdictions within the State. When requesting bonus points, firms shall include a copy of the certification letter issued to the

DM/DWBE being utilized by the certifying governmental agency. It will be the responsibility of the proposing firm to furnish all the necessary information and documentation in order to receive bonus points. Bonus points will be assigned based on DM/DWBE participation as outlined below:

- (1) The request for bonus points shall be made on the proposing firm's letterhead and must including the following:
 - (a) The RFP number and project name;
 - (b) The name of the firm(s) to be utilized, and
 - (c) The percentage of fees that will be subcontracted to that firm. Please note, the percentage must be at least 10%;
 - (d) A commitment from the proposing firm stating that a minimum of 10% of its ultimate fees will be subcontracted to that DM/DWBE or SBE.

- (2) The following items should be attached to the above letter:
 - (a) A letter of intent from the DM/DWBE or SBE on its letterhead stating its intent to perform the services and the scope of work signed by its Chief Operating Officer. This letter must reference the project;
 - (b) A copy of the DM/DWBE current certification or the SBE's current registration.

NOTE: FAILURE TO COMPLY WITH ANY OF THESE REQUIREMENTS MAY RESULT IN DENIAL OF THE REQUESTED BONUS POINTS.

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

Number of Copies - The Response shall include five (5) bound copies and one (1) thumb drive with a pdf version of the RFP Response.

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

Forms - Complete and submit the Required Forms.

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

4.0 RFP PROCESS:

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

The Tampa Sports Authority, in consideration of Florida Statutes 218.391, will evaluate all Responses received by the submittal date as set forth in this RFP, or as amended by addendum, on the basis of the criteria stated herein.

The Tampa Sports Authority reserves the right to request additional information and clarification of any information submitted, including any omission from the original Response. Additionally, the Evaluation Committee reserves the right to waive any informalities or irregularities in any Response and to reject any and/or all Responses, at its sole discretion.

In order to achieve maximum scores, the Respondents must demonstrate to the Tampa Sports Authority's Evaluation Committee that they are fully capable, staffed, and qualified to provide the services required by the RFP. Fully qualified Respondents (and/or their project team assigned to this project) will have the qualifications (knowledge, education, training, expertise and skills), experience (documentation, successful, and relevant) and local presence necessary to meet the requirements of the RFP. Determination of the Respondents best qualified and experienced to perform this RFP will be determined by the Tampa Sports Authority's Evaluation Committee in its sole opinion.

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

Based on the information contained in the Responses, and after the Responses are evaluated based on the above shortlist criteria, the Evaluation Committee may interview and will final rank three (3) firms based on interview evaluation criteria. The final ranking will be placed in order of selection. The final ranked firms will be presented to the Sports Authority Board of Directors for final selection. The Committee reserves the right to conduct oral interviews of any, all or none of the Respondents.

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

5.0 DISQUALIFICATION:

The Tampa Sports Authority reserves the right to disqualify Responses before or after opening, upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Respondent.

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

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

6.0 USE OF STATE CONTRACTS OR GOVERNMENTAL PURCHASING COUNCIL:

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

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

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

7.0 PROTEST PROCEDURE:

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

8.0 TERMINATION CLAUSE:

The contract/agreement between the Tampa Sports Authority and the selected Respondent will contain a clause whereby the contract/agreement may be terminated at any time during the term of the contract/agreement by the Tampa Sports Authority with thirty (30) days written notice.

9.0 EX PARTE COMMUNICATION:

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

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

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

10.0 QUESTIONS:

The final day for asking questions regarding this RFP is **June 30, 2020** not later than 1:00pm. All questions must be submitted, in writing, via email to djones@tampasportsauthority.com. Respondents may confirm receipt of emailed questions by calling 813-350-6511.

11.0 BACKGROUND OF THE TAMPA SPORTS AUTHORITY:

The Tampa Sports Authority is an independent special district that was created by Chapter 65-2307, as superseded by Chapter 96-520, Laws of Florida, for the purpose of constructing and managing sports and

recreational facilities in Hillsborough County. The Authority's vision is to provide economic development and enhance the quality of life through sports and recreation. The Authority has no taxing powers, but rather acts as an enterprise fund utilizing user-fees to subsidize its operating costs. As a result, all of its major capital construction projects, from the original Tampa Stadium, Golf Courses, Amalie Arena, Legends Field, Hillsborough County Tournament SportsPlex and Raymond James Stadium have been accomplished by working closely with the approval and financial support of Hillsborough County and the City of Tampa. The Authority's approved annual financial audits and budgets can be found at www.tampasportsauthority.com.

12.0 DESCRIPTION OF SERVICES:

The Tampa Sports Authority is soliciting proposals from qualified financial audit firms to provide Financial Audit and Related Services for the Tampa Sports Authority- Stadium, Hillsborough County Tournament SportsPlex and its golf course facilities (Rocky Point, Rogers Park and Babe Zaharias). The selected Financial Audit and Related Services provider will be expected to bring a broad range of experience and knowledge in governmental auditing and accounting. The firm must demonstrate that it has an established reputation in the government sector and that it has the necessary experience, expertise, and reliability in public auditing and accounting.

The purpose of the RFP is to assist the Tampa Sports Authority in its selection of external auditors/accountants. The Respondents best qualified to perform the annual financial audit of the Tampa Sports Authority, County SportsPlex and its golf course facilities financial transactions for the current fiscal year end as well as other related auditing and accounting services.

The financial audit shall be conducted at the combined level for the Tampa Sports Authority, SportsPlex and its golf course facilities. Because, the Tampa Sports Authority, SportsPlex and its golf course facilities each maintain separate financial records and prepare separate financial statements, separate financial audits and reports will be required for each entity.

The audits shall be performed to comply with the requirements of:

- a. Generally accepted auditing standards as promulgated by the AICPA, Generally Accepted Auditing Standards, Governmental Auditing Standards.
- b. Governmental Auditing Standards (the "Yellow Book") as issued by the Comptroller General of the United States.
- c. Rules of the State of Florida Auditor General as to form and conduct of local governmental unit audits.
- d. Governmental Accounting Standards Board Codification of Governmental Accounting and Financial Reporting Standards (the "Blue Book") as amended from time to time, and not later than required implementation date.
- e. Any other known statutory or other guidelines required for proper reporting and record-keeping according to generally accepted accounting principles.

Specific services to be provided by the selected firm shall include, but are not limited to, the following:

- a. Perform the annual financial audit of Tampa Sports Authority's golf course facilities including pension liability and disclosures, a field audit of inventory controls and cash handling procedures.
- b. Perform the annual financial audit of Tampa Sports Authority's Tournament SportsPlex including pension liability disclosures, a field audit of inventory controls and cash handling procedures.
- c. Perform the annual financial audit of the Tampa Sports Authority as defined in Florida Statutes, Section 11.45(1)(b) including pension liability disclosures, a field audit of cash handling procedures.

- d. The audit to be performed will cover the entire scope of the FY-2019 audits (posted on the Authority's website), as well as additional pronouncements that may arise during the course of the engagement.
- e. Determine to what extent the financial statements fairly represent those entities' financial position and results of operations and management.
- f. Determine to what extent the financial statements are in conformity with generally accepted accounting principles.
- g. Conduct compliance testing regarding bond covenants.
- h. Perform an annual financial aid compliance audit of all Federal and State grant programs in accordance with OMB Circular A-133, the Single Audit Act of 1984, amended in 1996, and Section 215-97, Florida Statutes, Florida Single Audit Act;
- i. Prepare Annual Management Letter for each entity as defined by Auditor General Rule 10.554(1)(e) and in accordance with Sections 215.503(1), Florida Statutes.
- j. Prepare required reports and opinions on the financial statements, internal control systems, and operational compliance requirements of the Tampa Sports Authority.
- k. During the Audit period, conduct a weekly briefing for the V.P. of Finance regarding audit status and findings during the audit period.
- l. Conduct an audit engagement plan briefing for the Authority Finance Committee, prior to the start of the onsite audit.
- m. Conduct an audit exit conference for discussion of audit findings.
- n. Submit, not later than thirty (30) days after the end of field work, a draft of the management letter.
- o. Attend public meetings and make presentation, if required.
- p. Render opinions on the financial records of the Tampa Sports Authority, SportsPlex and golf course facilities for the fiscal year ending September 30 of each year in sufficient time to allow for compliance filings.
- q. Make work-papers available, without charge, to any Federal or State agency upon request and in accordance with Federal and State laws and regulations.
- r. Provide 15 bound copies of the general-purpose financial statements, inclusive of Management Letter and Responses, for compliance filing.
- s. Provide all reports, statements, and notes to financials in electronic format to be used in preparation of the Annual Financial Report
- t. Provide specialized consultation and support assistance as deemed appropriate and necessary by the Authority.
- u. Perform periodic audit of entities with which the Authority contracts or otherwise has entered into an agreement with that provides for an audit of their operations.
- t. Provide other Financial Audit and Accounting Services as requested.

The successful Respondent will invoice the Authority on a monthly basis. The invoice shall show the specific project(s) that was worked on during the month, the number of hours spent on the project(s), and a cost associated with each project. The awarded Respondent will carefully monitor billable hours and may not exceed the dollar amount of the contract approved by the Authority's Board of Directors, unless specific special projects are approved with management, at the proposed hourly rate or less. The approved contract amount represents the maximum dollar amount billable under this contract annually.

13.0 CURRENT FEE STRUCTURE: The current provider of external auditing services is compensated the following fees:

Stadium and Authority Administration	\$37,300
Golf Course Operations	\$12,700
<u>Tournament SportsPlex*</u>	<u>\$12,000</u>
Total	\$62,000

* Fee was for a 14-month period and included initial drafting of the report.

14.0 ARBITRAGE AUDITS: The Authority's Bond Arbitrage Audits are out of the scope of this audit.

15.0 MINIMUM REQUIREMENTS:

- a. Responding firms must have demonstrated past experiences as defined in the Description of Services.
- b. Responding firm's representative who will be responsible for the Tampa Sports Authority's Project must have demonstrated past experiences as defined in the Description of Services.
- c. The responding firms must commit to local availability based upon the Tampa Sports Authority's requirements.
- d. Respondent must be familiar or have minimal knowledge of how to use Microsoft Dynamics Navigator accounting software.
- e. Respondent must have a current AICPA Standard Peer Review.

16.0 QUALIFICATIONS OF RESPONDER:

In order to achieve maximum scores in the evaluation process the Respondent must demonstrate to the Tampa Sports Authority's Evaluation Committee that they are highly qualified and experienced to provide the services required by this RFP. Fully qualified Respondents (and/or their project team assigned to this project) will have the qualifications (knowledge, education, training, expertise, personnel, abilities and skills) and experience (documentation, successful, and relevant) and local presence necessary to meet the requirements of this RFP.

The Tampa Sports Authority's Evaluation Committee will evaluate all Responses received by the submittal date as set forth in this RFP, or as amended by addendum, on the basis of the criteria stated herein. The Tampa Sports Authority reserves the right to request additional information and clarification of any information submitted in Response to this RFP. Additionally, the Evaluation Committee reserves the right to waive any informalities or irregularities in any Response and to reject any and/or Responses, in its sole discretion.

It is the objective of the Tampa Sports Authority to award a contract to the Respondent(s) whose Response is judged, through the evaluation process, to be in the best interest of the Tampa Sports Authority.

17.0 EVALUATION CRITERIA:

An Evaluation Committee will consist one member of Tampa Sports Authority Board, as well as representatives from the City of Tampa and Hillsborough County. This committee will also utilize the

Authority’s Vice-President of Finance and other accounting staff (as needed) in an advisory capacity. The committee reserves the right to request additional information and clarification of any information submitted in Response to this RFP, including any omission from the original Response.

The Evaluation Committee will review and evaluate all Responses on the basis of the information provided and other evaluation criteria as set forth in this RFP. The Responses will be short-listed based on the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
A. Respondents qualifications, experience and the experience of key personnel responsible for Audit oversight.	35
B. Responses to client references (reputation, professionalism) and local availability (presence, allocation of resources to this contract).	25
C. Proposed Cost to Authority	20
D. The Respondent’s understanding of and approach to the work to be performed for the Tampa Sports Authority.	10
E. Overall responsiveness to RFP.	10
<hr/> SUB TOTAL POINTS: 100	

F. Disadvantaged Minority / Disadvantaged Women Business Enterprise Participation:

Certification Statement	Points
The applicant firm has issued a signed letter of commitment certified that a minimum of 10% of its ultimate fees will be subcontracted to certified DM/DWBE(s), which is/are identified in the request for bonus points.	5% of maximum awardable points

MAXIMUM BONUS POINTS: 5

TOTAL POINTS: 105

For the final ranking the Evaluation Committee will determine the final scoring criteria after the short-list period, they may choose to include points for the RFP responses or may choose to evaluate their final ranking based solely upon the interview phase of the process (if such interviews are scheduled).

DECLARATION AND PROPOSAL GUARANTEE

1. Name of Respondent: _____
(Typed or Printed: Firm, Corporation, Business or Individual)
2. Name of Contact Person: _____
3. Our local (to Tampa, Florida) business and mailing address is:

4. Our primary business address is:

5. Federal I.D. Number: _____
6. Our present business phone number is: (_____) _____
7. Our present fax number is: (_____) _____
8. Our present e-mail address is: _____
9. Our business has been operating under its present name since: _____

The below named Respondent affirms and declares:

- (a) That the Respondent has contractual capacity, and that no other person, Respondent, or corporation has any interest in this Response.
- (b) That this Response is made without any understanding, agreement, or connection with any other person, Respondent or corporation making a Response for the same purpose, and is in all respects fair and without collusion or fraud.
- (c) That the Respondent is not in arrears to the Tampa Sports Authority upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Tampa Sports Authority.
- (d) That no officer or employee or person whose salary is payable in whole or in part from the Tampa Sports Authority Treasury is, shall be, or become interested, directly or indirectly, as surety or otherwise in this Response; in the performance of the contract; for the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.

IN WITNESS WHEREOF, this RESPONSE is hereby signed and sealed as of the date indicated below.

ATTEST:

RESPONDENT

Witness

By: _____ (SEAL)
(Authorized Signature)

Witness

By: _____
(Printed Name of Signer)

Date Signed

(Title of Signer)

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

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

(STATE OF FLORIDA)

(COUNTY OF _____)

(CITY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,

by _____ of _____
(Name and Title of Officer) (Name of Principal)

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

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

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

NOTARY PUBLIC:

Sign: _____

Print/Type: _____

SEAL

LEGAL STATUS OF PROPOSER

This Proposal is submitted in the name of:

(Print) _____

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

Street _____

City _____ State _____ Zip Code _____

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

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

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

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

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

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

Signed and Sealed this _____ day of _____, 20_____

By: _____

Printed Name: _____

Title: _____

PROPOSAL QUALIFICATION/REFERENCE FORM

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

COMPANY/CONTRACT NAME: _____

1. PROJECT: _____ **PROJECT DATE:** _____
ADDRESS: _____

CONTACT: _____ **TITLE:** _____
PERSON: _____

(PHONE) (EMAIL)

(FAX)

COMPANY/CONTRACT NAME: _____

2. PROJECT: _____ **PROJECT DATE:** _____
ADDRESS: _____

CONTACT: _____ **TITLE:** _____
PERSON: _____

(PHONE) (EMAIL)

(FAX)

COMPANY/CONTRACT NAME: _____

3. PROJECT: _____ **PROJECT DATE:** _____
ADDRESS: _____

CONTACT: _____ **TITLE:** _____
PERSON: _____

(PHONE) (EMAIL)

(FAX)

**SWORN STATEMENT,
DISCLOSURE OF RELATIONSHIPS**

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

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

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is: _____

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

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

and my relationship to the entity named above is _____

4. I understand that an "affiliate", 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 Board member or TSA employee that must be disclosed as follows:

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

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

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships with any TSA Board Member 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 Board Member or TSA employee:

Name of Affiliate
or entity

Name of TSA Board Member
or employee

Relationship

(Signature)

(Date)

STATE OF _____

TSA OF _____

The foregoing instrument was acknowledged before me this __ day of _____,
20__, by _____, who is personally known to me or who has
produced _____ as identification.

NOTARY PUBLIC

SIGN: _____

PRINT: _____

Notary Public, State at large
My Commission Expires:

(Seal)

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
--------------------	--

4. **Professional Liability Insurance**, if applicable, shall be maintained by the Licensee indemnifying the Authority against liability arising out of acts and omissions in the furnishing of professional services pursuant to this proposal, with limits not less than:

Professional Liability:

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

ACKNOWLEDGMENT OF ADDENDA (If applicable)

I, _____, on this _____, day of _____, 20____ hereby
acknowledge receipt of any and all Addenda Notices hereby issued in regards to this RFP #19-12 for
Financial Audit & Related Services.

Addenda Numbers Received:

AUTHORIZED SIGNATURE: _____
SIGNATORY'S NAME: _____
SIGNATORY'S TITLE: _____
COMPANY/OFFEROR: _____

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

1. This statement is submitted with Request for Proposal #19-12.
2. Preference shall be given to businesses with drug-free workplace programs.

Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the Authority for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for specifying the actions that will be taken against employees for violations of such prohibition.
- b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (A).
- d. In the statement specified in subsection (A), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

RESPONDENT'S SIGNATURE: _____ DATE: _____

STATEMENT OF NO BID
TAMPA SPORTS AUTHORITY – PROCUREMENT DEPARTMENT
4201 North Dale Mabry, Tampa, FL 33607

RFP Number: 19-12
Title: Financial Audit and Related Services

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

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

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

REMARKS: _____

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

SIGNATURE: _____ DATE: _____
NAME (PRINTED): _____
COMPANY: _____
ADDRESS: _____
FEDERAL TAX ID#: _____
PHONE NUMBER: _____ EMAIL: _____

RFP CHECKLIST

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

- Respondent Registration – Page 3
- Response to Proposal Questions in Section 3.0 – Pages 8-10
- Declaration and Proposal Guarantee – Page 17
- Acknowledgment of Proposer, If a Corporation (if applicable) – Page 18
- Acknowledgment of Proposer, If a Partnership or Individual (if applicable) – Page 18
- Acknowledgment of Principal, If a Corporation (if applicable) – Page 19
- Legal Status of Proposer – Page 20
- Proposer Qualification/Reference Form – Page 21
- Sworn Statement on Disclosure of Relationships – Page 22-23
- Submit Certificate of Insurance – Review Pages 24-26
- Acknowledgment of Addenda, (if applicable) – Page 27
- Preferences to Businesses with Drug-Free Workplace Programs Under Section 287.087, Florida Statutes – Page 28
- Statement of No Bid (Complete this form only if not submitting a bid) –Page 29
- RFP Checklist – Page 30

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

Date