



**PASCO COUNTY BOARD OF COUNTY COMMISSIONERS  
PURCHASING DEPARTMENT  
8919 GOVERNMENT DRIVE  
NEW PORT RICHEY, FLORIDA 34654**

**P: 727.847.8194 • F: 727.847.8065  
[www.PascoCountyFL.net](http://www.PascoCountyFL.net)**

## **REQUEST FOR PROPOSALS**

FOR

MANAGEMENT, OPERATION AND MAINTENANCE OF A NEW MULTI-PURPOSE SPORTS  
COMPLEX, INCLUDING RELATED CONCEPT DEVELOPMENT AND CONSULTING SERVICES

**RFP NO. 08-022**

DATE ISSUED: February 8, 2008

BY: Scott P. Stromer, Purchasing Director



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## **REQUEST FOR PROPOSALS**

### **MANAGEMENT, OPERATION AND MAINTENANCE OF A NEW MULTI-PURPOSE SPORTS COMPLEX, INCLUDING RELATED CONCEPT DEVELOPMENT AND CONSULTING**

#### **RFP NO. 08-022**

The Pasco County Board of County Commissioners (COUNTY) is requesting proposals for consulting services necessary for concept development, feasibility study, management, operation and maintenance of a new 40 to 80 acre multi-purpose sports complex. COUNTY intends to award a contract to the best qualified firm that offers a proposal that is deemed to be in the COUNTY'S best interest, both economically and operationally.

The Pasco County Purchasing Department will receive responses until **2:00 P.M.**, local time, (our clock) on **MARCH 12, 2008**, in the Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida. Responses received after this time will not be accepted. Responses will be publicly opened at the above stated time and date, with only the names of the offerors submitting responses being read. All interested parties are invited to attend. Offerors shall submit TEN (10) response copies. Each response copy shall be bound in a single volume.

Questions concerning the scope of work, response submittal, or process must be directed, in writing, to the Purchasing Director, Scott P. Stromer. Questions may be faxed to (727) 847-8065 or mailed to the address indicated above.

Copies of the complete RFP document may be obtained from the Purchasing Department or downloaded at [www.pascocountyfl.net](http://www.pascocountyfl.net) at no cost. COUNTY is not responsible for expenses incurred by vendors prior to award by the Board of County Commissioners. COUNTY reserves the right to reject any and all responses and to waive any irregularities or informalities that are deemed to be in the COUNTY 'S best interest.

**IMPORTANT! - PLEASE READ CAREFULLY BEFORE RESPONDING**

**GENERAL PROVISIONS**

**ACKNOWLEDGMENT OF AMENDMENTS**

Offerors shall acknowledge receipt of any amendment to the solicitation by letter, by returning a copy of the issued amendment with the submittal, or notation on the submitted response. The acknowledgment must be received by the Pasco County Board of County Commissioners (COUNTY) by the time and at the place specified for the receipt of responses. Failure to acknowledge an issued amendment may result in submittal rejection and disqualification.

**ADDITIONAL INFORMATION**

Questions concerning this request must be submitted in writing to Scott Stromer, Purchasing Director, Pasco County Purchasing Department; 8919 Government Drive; New Port Richey, Florida 34654; fax machine number (727) 847-8065. Offerors are cautioned that any statements made by individuals, or employees of COUNTY, that materially change any portion of this request shall not be relied upon unless subsequently ratified by a formal written amendment. No questions will be accepted after five (5) days prior to the date set for opening.

**ASSIGNMENT**

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of COUNTY.

**APPLICABLE LAW**

The resulting contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The contractor shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the offeror will in no way be a cause for relief from responsibility.

**CONFLICT OF INTEREST**

The contractor, by responding to this request, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of COUNTY is financially interested, directly or indirectly, in the offer of services specified in this request. Furthermore, as part of the resulting contract, the contractor must warrant that its firm will not engage in providing consulting or other services to any private entity regarding any property within the defined geographic area during the term of the resulting contract.

**CONTRACT**

It is the County's intent to negotiate a contract for the specified services.

**CONTRACT TERMINATION**

COUNTY reserves the right to terminate a resulting contract, for cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of a resulting contract will be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of COUNTY. In addition to all other legal remedies available to the COUNTY, COUNTY reserves the right to terminate and obtain from another source any services which have not been provided within the required period of time, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the COUNTY.

### COPYRIGHT

The successful contractor shall irrevocably transfer, assign, set over, and convey to COUNTY all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the resulting contract. The contractor further agrees to execute such documents as COUNTY may request to effect such transfer or assignment. Further, the contractor agrees that the rights granted to COUNTY by this paragraph are irrevocable. The contractor's remedy in the event of termination of or dispute over any agreement entered into as a result of this request shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as result of this request shall have the effect of rescinding, termination, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

### DEBARMENT

By submitting a response, the offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

### DRUG FREE WORKPLACE PROGRAM

Pursuant to Section 287.087, Florida Statutes, offerors may submit with their bid proposal a certificate certifying that they have implemented a drug free workplace program. If two or more bid proposals are equal in price, quality, and service, preference will be given in the award process to the offeror who has furnished such certification with their bid proposal.

### ENVELOPES CONTAINING RESPONSES

Envelopes containing responses must be sealed and marked in the lower left hand corner with the request number, and date and hour of opening. Failure to do so may cause the offeror's response not to be considered. Express Company or Express Mail envelopes or boxes containing a sealed response shall also be sealed and marked in the lower left hand corner with the request number, and date and hour of opening.

### EXPENSES INCURRED IN PREPARING RESPONSE

COUNTY accepts no responsibility for any expense incurred by the offeror in the preparation and presentation of a response. Such expenses shall be borne exclusively by the offeror.

### FAILURE TO DELIVER

In the event of failure of the contractor to deliver the services in accordance with the contract terms and conditions agreed upon, COUNTY may procure the services from other sources and hold the contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids or proposals to COUNTY for a maximum of three (3) years. These remedies shall be in addition to any other remedies that COUNTY may have available.

### PRINCIPAL PERSONNEL

Principal or key personnel identified in the response may not be substituted without prior written approval of COUNTY. Replacements for key personnel under contract must have equivalent professional qualifications and experience as those individuals listed in the response. Approval of substituted personnel will not be unreasonably withheld by COUNTY.

### NONAPPROPRIATION

All funds for payment by COUNTY under this contract are subject to the availability of an annual appropriation for this purpose by COUNTY. In the event of nonappropriation of funds by COUNTY for the services provided under the contract, COUNTY will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and COUNTY shall not be obligated under this contract beyond the date of termination.

### RESPONSE RECEIPT AND OPENING

COUNTY will receive sealed responses until the date and time indicated in this request. Responses must be delivered, by hand or mail, to the Pasco County Purchasing Department, located at 8919 Government Drive, New Port Richey, Florida, where they will be opened at the stated time, **READING ONLY THE NAMES OF THE SUBMITTING OFFERORS**. Responses must be received in the Purchasing Department before or on the hour and date indicated on the cover. Responses received after the date and time of the opening will be returned to the offeror unopened. It is the responsibility of the offeror to ensure that responses arrive at the designated opening place on time. Late or non-delivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late responses. **FACSIMILE (FAXED) RESPONSES WILL NOT BE ACCEPTED, AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD.**

### INFORMALITIES AND IRREGULARITIES

The COUNTY reserves the right to reject any or all responses in whole or in part; or accept any response which is deemed most advantageous and in the best interest of COUNTY.

### PARTNERSHIPS/CORPORATIONS/AGENTS

When an Offeror is a partnership or joint venture, the Proposal will be signed in the name of the partnership or joint venture and by all persons or entities required to do so under the terms of their partnership or joint venture agreement. Any existing written underlying partnership or joint venture agreements will be included as part of the proposal.

When an Offeror is a corporation, the authorized corporate officer signing the Proposal will set out the corporate name in full beneath which said officer will sign his/her name and give title of his/her office. The Proposal will also bear the seal of the corporation. Anyone signing the Proposal as officer or other agent must file with it legal evidence of the authority to do so. Offerors who are or include corporations or limited partnerships will furnish a duly executed certificate of status from the Florida Department of State.

The person(s) signing each Proposal will certify under oath on the attached Certification form that the information contained in the Proposal is true and accurate. Each Offeror understands, by submitting a Proposal that the COUNTY will rely in part on such certification in selecting the short-listed Firms/Teams. Failure to submit documents requested above with the proposal or within 24 hours of request made by the County may be the basis for rejection of the Proposal. Such documents must be effective as of the date of the proposal. Short-listed firms/teams will be required to show evidence of having filed with the State of Florida for registration of their Design-Build entity within 15 days of announcement of the short list.

## CHANGES IN FIRM'S PROJECT TEAM – FOR SHORT-LISTED FIRMS

Any personnel changes in a short-listed firm, after the submission of the response to this request, could result in reconsideration of the scoring of applicable evaluation criteria. Any changes in a short-listed firm should be brought to the attention of the COUNTY as soon as possible after the change is made. The changes, the reasons for the changes, and resumes for the individuals being substituted, must be submitted, prior to oral presentations, to the Purchasing Director. Re-evaluation may result in changes to the short-listing or rankings.

## PUBLIC ENTITY CRIMES STATEMENT

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 or services to 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Additionally, a conviction of a public entity crime may form the basis for the rejection of a bid, offer, or proposal by the COUNTY, or for termination of a contract with the COUNTY. The COUNTY may make inquiries regarding alleged convictions of public entity crimes at any time. The unreasonable failure of an offeror to promptly supply information in connection with any such inquiry shall be adequate grounds for rejection of a bid, offer, or proposal, or for termination of a contract.

## RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to COUNTY, the same amount may be deducted from any sum due the contractor under the contract or under any other contract between the contractor and COUNTY. The rights of COUNTY are in addition and without prejudice to any other right COUNTY may have to claim the amount of any loss or damage suffered by COUNTY on account of the acts or omissions of the contractor.

## PUBLIC INFORMATION

Upon public opening of all responses presented to COUNTY as a result of this solicitation, any and all information contained therein is considered public and may be reviewed by any persons interested in doing so.

## RESERVATION OF RIGHTS

COUNTY may (1) amend or modify this request, (2) revise requirements of this request, (3) require supplemental statements or information from any firm, (4) accept or reject any or all responses, (5) extend the deadline for submission of responses, (6) negotiate or hold discussions with any offeror and to waive defects and allow corrections of deficient responses which do not completely conform to the instructions contained herein, and (7) cancel this request, in whole or in part, if COUNTY deems it in its best interest to do so. COUNTY may exercise the foregoing rights at any time without notice and without liability to any offering firm or any other party for their expenses incurred in the preparation of response or otherwise.

## VERBAL COMMUNICATIONS

No oral statement of any person shall modify or otherwise affect the terms, conditions, requirements, or scope of work specified herein. All modifications must be made in writing by COUNTY.

#### RIGHT TO AUDIT

The contractor shall maintain such financial records and other records as they relate to the purchase of goods and/or services by COUNTY from the subject vendor. The contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by COUNTY, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by COUNTY, its designees, or other authorized bodies.

#### TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of the OFFEROR INFORMATION/CERTIFICATION (Attachment A), and/or proposals required by this request, by the Offeror shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in a resulting contract will be accurate, complete and current as of the date of the resulting contract and no higher than those charged the Offeror's most favored customer(s) for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

#### UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the contractor is considered by COUNTY to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by COUNTY, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, COUNTY shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor. Notwithstanding the above, COUNTY reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

### **END OF GENERAL PROVISIONS**

## GENERAL PROJECT INFORMATION

### 1. INTRODUCTION

- 1.1 COUNTY is interested in receiving qualifications and proposals from firms experienced in the development, management, operation and maintenance of multi-purpose sports complexes and related facilities.
- 1.2 The intent of this solicitation is to select a firm to develop a concept for a new multi-purpose sports complex, as well as management, operation and maintenance of the same once designed and constructed by others.

### 2. BACKGROUND

- 2.1 Pasco County is situated in west central Florida, totals 745 square miles of land area and is part of the Tampa-St. Petersburg-Clearwater Metropolitan Statistical Area (MSA). There are six municipalities in Pasco County: Dade City, New Port Richey, Port Richey, St. Leo, San Antonio and Zephyrhills, which are located adjacent to major transportation corridors. In 2000, approximately 90% of Pasco County's 344,765 residents lived in the unincorporated areas of the County. Today, the population is close to 450,000 residents, making Pasco County the 13th most populous of 67 counties in the state of Florida. The high rate of growth and development trends have resulted in increasing demands for housing and infrastructure; along with heightened expectations for a sustained and improved quality of life by the residents of Pasco County. Pasco County continues to grow at an accelerated rate and is looking to the future by ensuring that all beneficial economic development opportunities are realized.
- 2.2 COUNTY currently anticipates using a Design-Bid-Build (DBB) process for design and construction of this project. This request is only for services related to project conceptualization and consulting throughout design and construction, and management, operation and maintenance of the subject sports complex once constructed. This request does not include professional architectural services, professional engineering services or construction of the sports complex. Once the concept is developed and approved, the COUNTY will move to select a design professional in the manner prescribed in §287.055, *Florida Statutes* (Competitive Consultants Negotiation Act) and the Pasco County Code. Once the design is completed and approved, COUNTY will solicit competitive bids for construction of the sports complex.

### 3. PROJECT CONCEPT AND OBJECTIVES

- 3.1 The Pasco County Board of County Commissioners desires to construct a multi-use sports complex (COMPLEX) to lure and host youth and adult sports leagues, tournament play and other events designed to draw tourists.
- 3.2 The COUNTY will provide approximately 40 acres for the COMPLEX.
- 3.3 The COUNTY may co-locate COUNTY-operated and maintained facilities next to the COMPLEX in an adjacent 40 acres. The successful firm may be offered the opportunity to operate and maintain co-located facilities.

- 3.4 The COMPLEX must be accessible to residents on weekdays and weeknights.
- 3.5 The COUNTY will fund, design and construct the COMPLEX.
- 3.6 The COUNTY anticipates that the COMPLEX may include multiple softball/baseball fields, soccer/multi-purpose fields, covered/indoor multi-use batting cages, volleyball courts, concession areas, restaurant(s), group event area(s) and related facilities.
- 3.7 The COUNTY desires to maximize the use of the COMPLEX and its revenue-generating capacity.
- 3.8 The COUNTY desires to provide a broad array of cultural, education, entertainment, sporting and other activities and events to meet the demands of the COUNTY'S residents and the adjacent communities.
- 3.9 The COUNTY desires to coordinate the COMPLEX'S activities with other cultural, recreation and sporting venues in Pasco County.
- 3.10 The COUNTY desires to involve, as much as practical and practicable, the local community in the business and employment opportunities associated with the COMPLEX and its events.
- 3.11 To protect the COUNTY'S investment, the COMPLEX must be maintained at the highest possible level.

#### **4. SCOPE OF SERVICES**

##### Development of Concept and Project Scope of Work

- 4.1 The successful firm will be responsible for studying area demographics and associated metrics to determine the COMPLEX'S "mix" of facilities and types of events supported. Because of the tremendous investment, the COUNTY will heavily scrutinize business plans and models to ensure they are reasonable, realistic and sustainable.
- 4.2 The successful firm will develop the project's concept and scope of work. The successful firm shall conduct a project feasibility study and determine early "show-stoppers" (i.e., traffic, parking, location, permitting issues, etc.), that could adversely affect successful completion and operation of the COMPLEX.
- 4.3 The successful firm shall review and evaluation land/project site options and assist the COUNTY in site selection and determining the features and amenities of the COMPLEX.
- 4.4 The successful firm shall prepare conceptual design and site layout alternatives for COUNTY'S review, discussion and approval.
- 4.5 The successful firms shall prepare a complete business plan including five (5) year and twenty (20) year income/estimates.

- 4.6 The successful firm shall assist the COUNTY in developing an analysis of the economic, regional and otherwise, of the COMPLEX'S impact through added jobs, taxes, tourism, etc.
- 4.7 The successful firm shall assist COUNTY staff with planning and facilitation of public meetings, design presentations and gathering of public input.

#### Consulting and Assistance During Design and Construction of the COMPLEX

- 4.8 The successful firm will fully develop the project concept and assist in the selection of a Project Architect. The successful firm will work with the selected Project Architect, at the COUNTY'S direction, throughout design and construction to coordinate efforts and ensure that the approved concept and scope of work are adhered to.
- 4.9 The COUNTY will establish a budget for the COMPLEX based upon preliminary estimates provided by the firm.

#### Management, Operation and Maintenance of COMPLEX

- 4.10 The COUNTY views its relationship with the operator as a critical partnership. The credibility, viability and financial success of the COMPLEX will, to a large degree, depend on the success of this partnership.
- 4.11 OFFEROR shall operate and maintain the COMPLEX at NO cost to the COUNTY. An agreement will be negotiated for the operation and maintenance of the COMPLEX.
- 4.12 OFFEROR shall market, solicit, advertise and conduct public relations activities for leagues, sporting events, concerts, tournaments and other gatherings to maximize use of the COMPLEX at NO cost to the COUNTY.
- 4.13 COMPLEX will be owned by the COUNTY.
- 4.14 Recognizing its investment in providing a site, design, construction of the COMPLEX, and the purchase of necessary furniture, fixtures and equipment, the COUNTY intends to secure a sufficient Return on Investment (ROI). The COUNTY intends to negotiate and secure guaranteed base annual revenue from operation of the COMPLEX and a percentage share of revenue generated by the COMPLEX annually. The purposes of requiring guaranteed base annual revenue is to: (1) place the burden on the OFFEROR to develop a realistic business plan and model (as the COUNTY will be compensated regardless of the COMPLEX'S performance); and (2) to secure sufficient ROI.
- 4.15 The COUNTY intends to select the proposal, which produces the highest possible ROI and meets the project objectives. The COUNTY believes that ROI is directly related to identifying the proper mix of events and fulfilling residents' needs.

**5. NOTES**

- 5.1 After reviewing the proposals and presentations (if necessary) from the highest qualified firms it is the COUNTY'S intent to negotiate and award a contract to the best qualified firm that offers a proposal that is deemed to be in the COUNTY'S best interest, economically and operationally, subject to approval by the Pasco County Board of County Commissioners.
  
- 5.2 The COUNTY reserves the right to retain all proposals submitted and to use any ideas that may or may not be contained in the received proposals, regardless of whether or not a particular proposal is selected. Submission of a proposal indicates acceptance by the firm of the all conditions contained in this request, unless clearly and specifically noted in the proposal and confirmed in the contract between the COUNTY and the firm selected.

**END OF GENERAL PROJECT INFORMATION**

## **RESPONSE FORMAT**

ALL OFFERORS shall submit TEN (10) response copies. The responses must address each of the following items and must be organized in the same manner.

<b><u>Tab</u></b>	<b><u>Item</u></b>
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**A. Qualifications:**

- A.1 OFFEROR shall attach resumes for ALL key personnel of the firm, detailing qualifications and past experience as it relates to similar types of projects. Information will include name of individual and where the individual will be located (geographically) during the project.
- A.2 OFFEROR shall provide a short narrative on each firm component or position describing its function and responsibilities during the project.
- A.3 OFFEROR shall submit an organizational chart, which clearly identifies personnel that will be assigned to this project and their placement within the organization.
- A.4 OFFEROR shall describe how your firm is different from other firms and you will, generally, optimize use of the COMPLEX and maximize revenue.

**B. Facility Management and Marketing:**

- B.1 OFFEROR shall provide information about its ability in the following areas as it relates to management of a large sports complex:
  - B.1.1 Administration.
  - B.1.2 Marketing, including event production.
  - B.1.3 Approach to ticketing operations.
  - B.1.4 Financial Management.
  - B.1.5 Sponsorship and Advertising.
  - B.1.6 Stakeholder relations including the community, local governments, leagues, sponsors/advertisers and other local event venues.
  - B.1.7 Tourism, including working with local tourism organizations, business development organizations, hotels/motels, restaurants and other potential tourism-related partners to increase hotel/motel occupancy in Pasco County rather than adjacent counties. Additionally, please detail your firm's plan and method for tracking hotel occupancy success within Pasco County and strategies (e.g. incentives, reservation systems, etc.) for preventing out-of-county increases in hotel/motel occupancy which are directly related to activities at the Complex.

- B.2 OFFEROR shall provide information about its ability and approach to maintaining a large sports complex (ongoing repairs, preventive maintenance, capital expenditures, etc.).

**C. Work Experience:**

- C.1 OFFEROR shall identify and describe all completed sports complexes, where the offeror acted as consultant, and as manager, operator and maintenance provider of such complexes.
- C.2 OFFEROR shall provide evidence that your firm successfully managed, operated and maintained at least two (2) sports complexes of similar size and scope as defined herein, of which your firm also provided consulting services.
- C.2.1 Information for the above-identified projects must include: (1) client's name and address; (2) contact person; (3) telephone number; (4) original project estimate; (5) actual project cost; (6) original schedule (start/completion dates); (7) actual project schedule (start/completion dates); and (8) summary of major issues affecting the project. Client contact information must be current and accurate.
- C.3 OFFEROR shall provide business plans for at least two (2) sports complexes of similar size and scope as defined herein, of which your firm provides(ed) facility management, operation and maintenance services. It is recommended that your two most successful plans be submitted. The business plans must include projected cash flow statements and operating budgets. The business plans must provide sufficient detail to ascertain whether or not the ventures are successful. CAUTION: The COUNTY will view submission of incomplete business plans as an indicator of poor performance. It is important to note that the COUNTY will require the successful firm to prepare, present and defend a business plan for its COMPLEX.
- C.4 Photographs or renderings of previous sports complex projects, which are relevant to a decision about this COMPLEX, should be included. Preference may be given to firm demonstrating at least three (3) years of documented successful experience with consulting, start-up, operation and maintenance of such sports complexes. The successful firm must provide strong evidence of past and ongoing commitment to local sports organizations and community residents in the availability, scheduling and use of such sports complexes under their current control.

**D. Company Insurance Capacity:**

- D.1 OFFEROR must also provide clear evidence of the ability to secure adequate insurance including, but not limited to, Workers' Compensation, Comprehensive General Liability, Builder's Risk, and Professional Liability including Errors and Omissions. Insurance must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide*.

**E.**

**Legal and Contract Challenges**

- E.1. List by case name and case number all pending litigation in which your firm is involved as a party or offeror's officers are involved as parties in their official capacity. Include cases pending in any Federal or State jurisdiction, court, commission, regulatory body or other authority having the power to determine the rights of parties appearing before it. Also list all arbitrations offeror is involved in as a party and include the name, location and name & address of the arbitrator(s) for each listing.
- E.2. Within last five (5) years, have any of your firm's contracts been considered in default, suspended or terminated for cause? If so, please attach an explanation of the matter, including the name and location of the project, the name and address of the owner's representative, and all pertinent details of the default, suspension or termination.
- E.3. Within the last five (5) years, has a contract or any portion of the work connected to a contract, involving your firm, been completed by an Owner or a surety? If so, please attach an explanation providing the name and location of the project, the name and address of the owner's representative, and all pertinent details of the matter.
- E.4. Within the last five (5) years, has your firm been debarred or suspended, for any reason, by any federal, state or local government procurement agency? If so, please attach a full explanation.
- E.5. Within the last five (5) years, has your firm been named in any action, administrative proceeding, or arbitration in which it was alleged that your firm failed to comply with prompt payment of subcontractors? If so, please attach a full explanation.
- E.6. Within the last ten (10) years, has your firm or any predecessor or related entities, or any officers, shareholders, partners or key personnel of the submitter ever been convicted of or pleaded guilty to any crime (a) related to the bid process for contracts on public or private projects or (b) involving fraud or misrepresentation? If so, please attach a full explanation.

**F.**

**Price Proposals**

- F.1 OFFEROR shall provide two (2) separate price proposals as follows:
- F.1.1 CONSULTING—Pricing must include all work necessary for concept development, consulting throughout the design and construction phases, public meetings and other tasks deemed necessary to ensure success. This proposal must address Item Nos. 4.1 through 4.9 in the Scope of Services. Pricing shall include detailed fee schedule from which the prices are calculated (number of hours, hourly rates, reimbursements, travel, etc.). This section should include a copy of the OFFEROR'S recommended consulting contract. A lump sum amount is preferred for the CONSULTING services.

F.1.2 MANAGEMENT, OPERATION AND MAINTENANCE—This section should include a copy of the OFFEROR'S recommended contract and a complete proposal for management, operation and maintenance of the completed Complex. This proposal must address Item Nos. 4.10 through 4.15 in the Scope of Services.

**END OF RESPONSE FORMAT**

## **REVIEW AND ASSESSMENT**

Professional firms will be evaluated on the following criteria. This criteria will be the basis for reviewing qualifications of the responding firms, short-listing, interviews (if deemed necessary), and selection. The listed criteria are deemed to be, collectively, of equal weight for evaluation purposes.

1. Qualifications and experience developing and operating a community-focused sports complex, including information relative to the number of such uses, their size, location, comparability to the COUNTY'S expressed concept and objectives and financial success.
2. Documented ability and capacity to manage, operate and maintain sport complexes of similar size and scope defined herein.
3. Completeness of response, clear understanding of the expressed concept and objectives, and offered methodologies.
4. Cost of services; revenue potential, anticipated construction costs (depending on design) and return on investment (ROI).

The offeror may be required before the award of any contract to show to the complete satisfaction of COUNTY that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. In addition to the above criteria, COUNTY will also consider past work history and references. Because COUNTY will make reasonable investigations to determine the ability of the firm to perform the work, the offeror must furnish the related information when requested. COUNTY reserves the right to reject any response if the evidence submitted by, or investigation of, the offeror, assigned personnel, and subconsultant/subcontractors fails to satisfy COUNTY that a particular firm is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the offeror's qualifications shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required;
2. The ability of the offeror and assigned subconsultants to perform the work 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 offeror; and
4. The quality of performance of previous contracts or services.

**END OF REVIEW AND ASSESSMENT**

ATTACHMENT A

**OFFEROR INFORMATION/CERTIFICATION**

1. Legal Name of Offeror. Indicate if the Offeror is a Corporation, Joint Venture, Partnership, etc:

\_\_\_\_\_

2. Name/title of contact person for the Offeror:\_\_\_\_\_

3. Local business and mailing address:\_\_\_\_\_

4. Primary business and mailing address:\_\_\_\_\_

5. Telephone number: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

The above named Offeror affirms and declares:

- A. That the Offeror understands all requirements of this RFP and states that as a serious Offeror they will comply with all the stipulations included in this RFP.
- B. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:
- C. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:
- D. That the Offeror is not in arrears to the Pasco County Board of County Commissioners upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Pasco County Board of County Commissioners except as expressly stated below:
- E. That no officer or employee or person whose salary is payable in whole or in part from the COUNTY is, will be or become interested, directly or indirectly, surety or otherwise in this Proposal; in the performance of this Contract; in the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.
- F. That the Offeror has received and carefully examined all Addenda issued prior to Opening.

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

ATTEST:

OFFEROR:

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_(SEAL)  
(Authorized Signature in Ink)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed name of Signatory)

\_\_\_\_\_  
(Printed Title of Signatory)

CORPORATE SEAL  
(where appropriate)

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

ATTACHMENT A

(ACKNOWLEDGEMENT OF PROPOSER, IF A CORPORATION)

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

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

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

He/She is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal the date aforesaid.

\_\_\_\_\_ (Signature of the Person taking Acknowledgement)

\_\_\_\_\_ (Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_ (Title or Rank)

\_\_\_\_\_ (Serial Number, if any)

ATTACHMENT A

(ACKNOWLEDGEMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)

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

SS

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath and who executed the foregoing instrument as a member of the firm \_\_\_\_\_ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

He/She is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal the date aforesaid.

\_\_\_\_\_ (Signature of the Person taking Acknowledgement)

\_\_\_\_\_ (Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_ (Title or Rank)

\_\_\_\_\_ (Serial Number, if any)