



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

**RFP #13-03**

**REQUEST FOR PROPOSAL  
FOR  
MERCHANT SERVICES FOR GOLF COURSE FACILITIES  
(ROCKY POINT, ROGERS PARK AND BABE ZAHARIAS)**

**RFP DUE DATE: TUESDAY, NOVEMBER 5, 2013 BY 2:00 P.M.**

**OCTOBER 2013**

**RFP #13-03**  
**MERCHANT SERVICES FOR GOLF COURSE FACILITIES**

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## INSTRUCTIONS, GENERAL PROVISIONS & CONDITIONS

*The contents of this proposal submitted by the successful contracting firm(s) and this Request for Proposal (RFP) will become a part of any contract award as a result of these specifications. The successful contractor or firm will be expected to sign a contract with the Tampa Sports Authority.*

### 1. INTENT

The intent of this Request for Proposal (RFP) is to solicit offers from qualified Contractors for merchant services to be provided to Tampa Sports Authority's three (3) golf course facilities to handle credit card transactions. The three (3) golf courses are as follows:

Rocky Point Golf Course 4151 Dana Shores Drive Tampa, FL 33607	Babe Zaharias Golf Course 11412 Forest Hills Drive Tampa, FL 33612	Rogers Park Golf Course 7910 N. 30 <sup>th</sup> Street Tampa, FL 33610
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### 2. PREPARATION OF RFP

Contractors are expected to examine this RFP and all related documents. Failure to do so is at the Contractor's risk. Each Contractor shall furnish the information required by the RFP. The Contractor shall print or type the Contractor's name, address and telephone number of the face page, and each continuation sheet must be identified with Contractor's name.

The Contractors shall retain a copy of all documents for future reference. All proposals must be signed with the company or firm's legal name and by an officer or employee having authority to bind the company or firm by his or her signature.

### 3. SUBMISSION OR RECEIPT OF QUALIFICATIONS

One (1) unbound original and five (5) bound copies of the proposal shall be enclosed in a sealed envelope or carton clearly marked:

#### **RFP #13-03 - MERCHANT SERVICES FOR GOLF COURSE FACILITIES**

and delivered in person, by messenger, U.S. Mail or express mail service to:

**Tampa Sports Authority  
Attn: Deltecia Jones, Purchasing Department  
4201 N. Dale Mabry Highway  
Tampa, Florida 33607**

Proposals must be received not later than:

**TIME: 2:00 p.m. (EST)  
DATE: Tuesday, November 5, 2013**

Proposals not so marked may be routed as routine mail and may not be delivered to the Purchasing Department on time.

Facsimile or E-mailed proposals **WILL NOT** be considered; however, proposals may be modified by facsimile notice provided such notices are received prior to the hour and date specified in the RFP.

Late proposals and modifications **WILL NOT** be considered. Failure to follow the instructions in the RFP is cause for rejection of offer.

All proposals shall be signed in ink by the individual Owner or Authorized principal of the Firm.

**4. RIGHT TO REJECT PROPOSAL**

Right is reserved to reject any or all proposals for any reason and to disregard typographical, mathematical, or obvious errors. The Authority will not pay any costs incurred by any Contractor(s) in the preparation of proposals or presentations.

**5. EXPLANATIONS**

Explanations or instructions shall not materially alter the RFP unless they are in writing. Oral explanations or instructions given will not be binding. If necessary, a written addendum to the RFP will be issued by the Authority through email, mail or facsimile and will be posted to our website at [www.tampasportsauthority.com](http://www.tampasportsauthority.com) under the Procurement Services tab.

All questions or requests for additional information are required to be in writing and may be faxed to 813-350-6611 or emailed to [djones@tampasportsauthority.com](mailto:djones@tampasportsauthority.com) not later than Wednesday, October 30, 2013 by 1:00p.m.

**6. EX PARTE COMMUNICATION**

In order to ensure faire evaluation of proposals, ex parte communication initiated by Contractors is prohibited from the time the responses are opened until a final decision has been made. No Contractor may initiate communication with any City, Council Member, County Commissioner or any Tampa Sports Authority President/CEO, VP, Board Member, Official, Staff, Consultant or Employee who is participating in the evaluation process. Any and all communication initiated by a Contractor after the responses are opened must be in writing to:

Deltecia Jones, Sr. Procurement Analyst  
Tampa Sports Authority  
4201 N. Dale Mabry Highway  
Tampa, FL 33607  
Fax: 813-350-6611 or Email: [djones@tampasportsauthority.com](mailto:djones@tampasportsauthority.com)

The Evaluation Committee may, however, initiate communication with any Contractor in order to obtain additional information or clarification necessary for fair evaluation of their proposal. Ex Parte Communication initiated by a Contractor may disqualify that Contractor from consideration for this and/or future Requests for Qualifications (RFPs).

**7. OMISSIONS**

Failure or omission of any responder to receive or examine any form, instrument, or other documents shall in no way relieve any Contractor from any obligation with respect to this proposal or the evidence or the evidence of compliance with this proposal.

**8. PROPOSAL EVALUATION PROCEDURES**

The proposals will be evaluated based on the factors set forth in the RFP. Discussions may be conducted with these Contractors to further clarify the Authority’s requirements and the Contractor’s proposals. Contractors may be required to make presentations.

**9. SELECTION**

Proposals received at submittal deadline will be reviewed first by the Purchasing Department to determine if each proposer has submitted the required information and/or met any/all mandatory requirements. Those proposals found to be non-responsive to the basic submittal requirements shall be rejected from further consideration.

Those proposers fulfilling the basic submittal requirements shall be referred to the Evaluation Committee for review and further consideration.

The selection process may involve a staged review and interview. The initial RFP package will be opened privately, evaluated and determination made of the selected bidders short-listed (if necessary) for the Contract Agreement Negotiation. Only, the Contractors who make the short-list will be eligible to participate in the interview process. The RFP will outline the scope of work inclusive of technical specifications and/or requirements defining the products/services and details of the services required.

TSA reserves the right to 1) Reject any and all responses, or any part thereof for any reason or no reason at all, 2) Disregard all non-conforming, non-responsive or conditional proposals 3) Waive any and all bid irregularities or informalities and make an award as if the irregularities or informalities did not exist or 4) To accept any one or more response(s), or any part thereof; when they are deemed in the best interest of the Authority.

The following criteria are anticipated to be weighed in finalizing the list of qualified Contractors:

- a. Responsiveness to the RFP and during the RFP process;
- b. Experience;
- c. Demonstrated ability to meet technical requirements;
- d. M/WBE/SBE requirements are acceptable;
- e. Fee structure.

At the end of the process, all Contractors who participated in the process will be notified of their status and/or of the award.

**10. TENTATIVE SCHEDULE**

Newspaper Solicitation/Advertising.....	OCTOBER 10, 11 & 17, 2013
TSA Website Solicitation/Advertising.....	OCTOBER 10, 2013
Deadline for Submitting Questions (in writing) .....	OCTOBER 30, 2013
Proposal Due Date/Time.....	NOVEMBER 5, 2013 by 2pm
Review Meeting.....	NOVEMBER 6, 2013
Staff Makes Recommendation for Award.....	NOVEMBER 8, 2013

**11. DISCREPANCIES, ERRORS & OMISSIONS**

Any discrepancies, errors, or ambiguities in the RFP or Addenda (if any) should be reported in writing to the Authority's Purchasing Department. Should it be found necessary, a written Addendum will be incorporated in the RFP. The Authority will not be responsible for any oral instructions, clarifications, or other communications.

**12. DISQUALIFICATIONS**

The Authority reserves the right to disqualify proposals before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Contractors.

**13. DUE DILIGENCE**

Due diligence has been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Contractor to ensure that they have all the information necessary to affect their proposal. The Authority will not be responsible for the failure on the part of the Contractor to determine the full extent of the risk exposure.

**14. PUBLIC RECORDS LAW**

Contractor shall treat all documents concerning its contractual obligations under this Agreement as public records and abide by the Florida Laws governing public records.

**15. COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws") including but not limited to Laws relating to nondiscrimination in employment, the furnishing of equal employment opportunity and environmental Laws. Contractor shall also comply with Authority policies and procedures including but not limited to policies and procedures related to security and internet access.

**16. PUBLIC ENTITY CRIMES**

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 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 RFQ 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.

**17. ADDENDA**

If, with respect to the RFP, any addenda are issued, they will be sent by US Mail and E-mail/Fax to all prospective proposers who obtained this RFP. However, it shall be the responsibility of each proposer to ensure that they obtain all addenda and attach same to their proposal.

**18. EXCEPTIONS**

Any deviations from the terms, conditions or specifications in any part of this RFP must be clearly pointed out and incorporated; however, such statement shall not relieve the Proposer from meeting RFP requirements. In the absence of such statements, the TSA will assume that all items offered are in strict compliance with the RFP specifications and the successful proposer will be held responsible for such compliance.

**19. EEOC/WMBE/DM/DWBE/S-DV/SBE**

The Authority is an equal employment opportunity employer and encourages the firms and contractors with whom it does business to likewise follow these principles.

WMBE/DM/DWBE/S-DV/SBE businesses will be afforded full opportunity to submit bids in response to this RFP and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award.

**20. PUBLIC DISCLOSURE (Pursuant to Florida’s Public Records Act, Chapter 119 F.S.)**

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

**21. AUTHORIZATION TO DO BUSINESS IN THE STATE OF FLORIDA**

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

**22. OTHER AGENCIES**

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

It is understood that at no time will any city, county, municipality or other agency be obligated for placing an order for any other city, county, municipality or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality or

agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

**23. 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.

**24. 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.

**25. CONTRACT EFFECTIVE DATE/TERMS**

It is the Tampa Sports Authority's intent that the contract will be awarded effective **January 1, 2014** for one (1), three (3) year with an option to renew for one (1) additional three (3) year period based on the Tampa Sports Authority receiving proper service and cooperation from the selected Contractor. 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.

**26. ATTORNEY'S FEES**

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

**27. FORCE MAJEURE**

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

**28. INDEMNIFICATION**

A. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the Authority, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens,



liabilities, penalties, fines, fees, judgments, losses and damages, whether or not a lawsuit is filed, including, but not limited to, costs, expenses and attorneys and experts fees at trial and on appeal (collectively, "Claims") for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

- 1) The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or
  - 2) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws, as hereinafter defined; or
  - 3) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Contractor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
  - 4) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors.
- B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

## 29. **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. **All Liability Policies shall provide that the Authority, the City of Tampa, and Hillsborough County are additional insureds** but solely in accordance with and subject to the indemnification provisions set forth in paragraph 28 above 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 Licensor 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 impairments 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 of 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 "claims made" form as opposed to the "occurrence" 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:

**Ms. Janice Hosey  
Executive Administrative Assistant  
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.

## INSURANCE COVERAGE AND LIMITS

- A. **Workers' Compensation and Employers' Liability Insurance** 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 amount of the Employers' Liability Insurance shall not be less than:

<b>Workers' Compensation</b>	<b>Florida Statutory Requirements</b>
<b>Employers' Liability:</b>	<b>\$100,000 Limit Each Accident</b>
	<b>\$500,000 Limit Disease Aggregate</b>
	<b>\$100,000 Limit Disease Each Employee</b>

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

Limits of Coverage shall not be less than:

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

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

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

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

<b>\$1,000,000</b>	<b>Combined Single Limit Each Occurrence</b>
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- C. **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 event with limits of not less than:

**Bodily Injury & Property Damage Liability:**

<b>\$1,000,000</b>	<b>Combined Single Limit Each Occurrence</b>
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## SPECIFICATIONS/REQUIREMENTS

### REQUIREMENTS/INTENT

Tampa Sports Authority is interested in selecting a provider of merchant services for our (3) golf course facilities Rogers Park, Rocky Point and Babe Zaharias.

The selected Contractor must be able to provide a statement describing your transactions encryption process. Explicitly state if your company is **PCI compliant**. **All transactions for the Authority's facilities must be PCI Compliant.**

The Authority utilizes the EZ Links System and all processing must be encrypted from end to end. This means the transaction is encrypted at the point of entry and must remain encrypted as it passes through the EZ Links System and is in an encrypted format as it is received by the credit card processor. Transactions should only be decrypted after it is fully received by the credit card processor.

The Authority may be interested in utilizing a "Gateway Processor". Currently EZ Links is able to utilize the Gateway Processor "Element".

TSA is requiring you provide a cost structure for your use of the "Gateway Processor" "Element", (if applicable). Please note that the Authority will not be responsible for any/your fees as associated with the use of "Element" or a "Gateway Processor".

**NOTE: TSA WILL REQUIRE TIME TO VERIFY COMPATIBILITY AND APPROVE THE NEW SOFTWARE/SYSTEM PRIOR TO ENTERING INTO AN AGREEMENT WITH THE CONTRACTOR.**

The Authority would like to utilize forward facing card swipes if possible, and would like the Contractor to provide, **at no cost to the Authority**, forward facing card swipes at each location listed below.

<u>Location:</u>	<u>Quantity of Point of Sales On-Site:</u>
1) Rocky Point Golf Course	3 Each
2) Babe Zaharias Golf Course	4 Each
3) Rogers Park Golf Course	3 Each

## BID PROPOSAL RESPONSE FORM

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

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

RFP #:	13-03
RFP Title:	Merchant Services for Golf Course Facilities

The Proposer, in submitting this bid, guarantees the following pricing for sixty (60) days unless an extension of time agreement is reached between the Proposer and the Authority:

1. Fee Structure		Fees (\$)	Per transaction	Comments
Monthly Minimum Fee		\$		
Statement Fee		\$		
Chargeback Fee		\$		
Equipment Reprogramming		\$		
Training Fee		\$		
ACH Fee		\$		
Internet Setup fee		\$		
Internet Monthly Fee		\$		
2. CARD FEES	Total Paid	Credit (%)	Per transaction (\$)	
VISA-CPS Retail				
MasterCard-Merit 3				
Discover				
AMEX				
Diners Club				
Interchange (Cost) Plus	Amount of fees above retained by card processor	Credit (%)	Per transaction (\$)	
VISA- BPS				
MasterCard - BPS				
Discover - BPS				
AMEX				
Diners Club				
PIN Based Debit - (Cost) plus				

TOTAL CARD FEES	AMOUNT RETAINED BY CREDIT CARD PROCESSOR	FEES PAID TO ELEMENT OR OTHER
Total Paid	Amount of Total Paid Retained by Credit Card Processor	Fees Paid to Gateway Processor “Element”, If Needed, “N/A” if not

Using a \$100 purchase Provide all transaction costs		% of Transaction	Fee per Transaction	Chargeback Fee	1. Other Fees (Describe)	2. Other Fees (Describe)	3. Other Fees (Describe)	% of Transaction	Fee Per Transaction	Chargeback Fee	1. Other Fees (Describe)	2. Other Fees (Describe)	3. Other Fees (Describe)	1. Fees (Describe)	2. Fees (Describe)	3. Fees (Describe)
VISA – CPS Retail	\$100															
MasterCard – Merit 3	\$100															
Discover	\$100															
AMEX	\$100															
Diners Club	\$100															
PIN Based Debit – (Cost) plus	\$100															

**Description of Amounts Retained by Credit card Processor (N/A if \$0)**

Description of “Other Fees”

1. Other Fees (Describe): \_\_\_\_\_

2. Other Fees (Describe): \_\_\_\_\_

3. Other Fees (Describe): \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Fees Paid to “Element” or Other Gateway Processor (N/A if \$0)**

Description of “Other Fees”

1. Other Fees (Describe): \_\_\_\_\_

2. Other Fees (Describe): \_\_\_\_\_

3. Other Fees (Describe): \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Other Requirements:**

3. Provide statement describing your transaction encryption process. Explicitly state if vendor is PCI compliant. **Note: All transactions must be PCI compliant.**

Processing must be encrypted from end to end. This means the transaction is encrypted at the point of entry and must remain encrypted as it passes through the EZ Links System and is in an encrypted format as it is received by the credit card processor. Transactions should only be decrypted after it is fully received by the credit card processor.

**RESPONSE:**

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4. Gateway Processor:

Has vendor used the company “Element” as a Gateway Processor? Currently “EZ Links” is able to utilize the gateway processor “Element”.

- a) If the above question does not/cannot apply to your company please indicate “N/A”.  
b) Please indicate below the length of time your company has used the gateway processor “Element” or if another gateway processor was used, please indicate the name of the processor and the length of time your company has utilized “other” gateway processor(s):

<u>Name:</u>	<u>Period of time used:</u>
(1) _____	_____
(2) _____	_____
(3) _____	_____

5. The Authority is requesting if possible, that the Contractor provide, **at no cost to the Authority, forward facing card swipes** at each location.

<u>Location:</u>	<u>Quantity of Point of Sales On-Site</u>
1) Rocky Point Golf Course	3 Each
2) Babe Zaharias Golf Course	4 Each
3) Rogers Park Golf Course	3 Each

For informational purposes, only please provide your cost structure for your use of the gateway provider “Element” or other company: **NOTE: TSA WILL NOT BE RESPONSIBLE FOR YOUR FEES ASSOCIATED WITH THE USE OF ELEMENT OR ANY OTHER GATEWAY PROCESSING COMPANY.**

<b>1. Fee Structure</b>		<b>Fees (\$)</b>	<b>Per transaction</b>	<b>Comments</b>
Monthly Minimum Fee		\$		
Statement Fee		\$		
Chargeback Fee		\$		
Equipment Reprogramming		\$		
Training Fee		\$		
ACH Fee		\$		
Internet Setup fee		\$		
Internet Monthly Fee		\$		
<b>2. CARD FEES</b>	<b>Total Paid</b>	<b>Credit (%)</b>	<b>Per transaction (\$)</b>	
VISA-CPS Retail				
MasterCard-Merit 3				
Discover				
AMEX				
Diners Club				
<b>Interchange (Cost) Plus</b>	<b>Amount of fees above retained by card processor</b>	<b>Credit (%)</b>	<b>Per transaction (\$)</b>	
VISA- BPS				
MasterCard - BPS				
Discover - BPS				
AMEX				
Diners Club				
PIN Based Debit - (Cost) plus				

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

ATTEST:

BIDDER:

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_(SEAL)  
(Authorized signature in ink)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed name of signer)

\_\_\_\_\_  
(Printed Title of signer)

CORPORATE SEAL  
(Where appropriate)

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



**DECLARATION OF PROPOSER**

- 1. Name of PROPOSER: \_\_\_\_\_  
(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 PROPOSER affirms and declares:**

- (1) That the PROPOSER has contractual capacity, and that no other person, PROPOSER, or corporation has any interest in this RESPONSE.
- (2) That this RESPONSE is made without any understanding, agreement, or connection with any other person, PROPOSER or corporation making a RESPONSE for the same purpose, and is in all respects fair and without collusion or fraud.
- (3) That the PROPOSER 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.
- (4) 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: PROPOSER

\_\_\_\_\_  
WITNESS By: \_\_\_\_\_ (SEAL)  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
WITNESS By: \_\_\_\_\_  
(Printed Name of Signer)

\_\_\_\_\_  
(Title of Signer)

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

**ACKNOWLEDGEMENT OF ADDENDA (IF APPLICABLE)**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ I/we hereby acknowledge receipt of any and all Addenda Notices hereby issued in regards to this RFP #13-03 for Merchant Services for Golf Course Facilities.

**ADDENDA NUMBERS RECEIVED:**

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

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

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

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

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



**Legal Status of Bidder**

This Proposal is submitted in the name of:

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

The undersigned hereby designates 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 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

By \_\_\_\_\_

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

Title \_\_\_\_\_

**BIDDER REFERENCE/QUALIFICATION FORM**

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

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

**REFERENCES**

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

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

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

**OWNER REPRESENTATIVE: Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

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

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

**OWNER REPRESENTATIVE: Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

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

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

**OWNER REPRESENTATIVE: Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

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

1. This statement is submitted with Bid/Proposal #13-01 Titled Merchant Services for Golf Course Facilities.
  
2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids 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 bids will be followed if note 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 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 commodities or contractual services that are under bid a copy of the statement specified in Subsection (A) above;
  
  - D) In the statement specified in subsection (A) above, 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 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 WITH THE ABOVE REQUIREMENTS.**

*CONTRACTOR/REPRESENTATIVES SIGNATURE:*

**TITLE**

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## Owner's Certificate of Insurance

This certifies to the Addressee shown below that the following described policies, subject to their terms, conditions and exclusions, have been issued to:

For: \_\_\_\_\_ (Show name and address of insured)

Addressee: \_\_\_\_\_ (Show project name and/or number location)

Date \_\_\_\_\_

	KIND OF INSURANCE	POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY
1(a)	Worker's Compensation		Statutory	
(b)	Employer's Liability		\$ _____	Each Accident
			\$ _____	Disease - Policy Limit
			\$ _____	Disease - Each Employee
2	Comprehensive General Liability		\$ _____	General Aggregate
			\$ _____	Products - Comp/Ops Aggregate
	[ ] Claims Made		\$ _____	Personal & Advertising Injury
	[ ] Occurrence		\$ _____	Each Occurrence
	[ ] X, C, U Coverage		\$ _____	Fire Damage (Any One Fire)
			\$ _____	Medical Expense (Any One Person)
3	Comprehensive Motor Vehicle Liability (Including Non-Owned & Hired) [ ]		\$ _____	Bodily Injury - Per Person
			\$ _____	Bodily Injury - Per Accident
			\$ _____	Property Damage
			\$ _____	Combined Single Limit
4	Umbrella or Excess Liability		\$ _____	Ea. Occurrence
			\$ _____	Aggregate

\_\_\_\_\_  
Name of Insurance Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and Telephone

\_\_\_\_\_  
Agency Representative

In the event of change of coverage, or cancellation,  
or notice of intent not to renew any of the foregoing,  
30 days prior written notice shall be given to the party  
to whom this certificate is addressed.

**CERTIFICATE HOLDERS**

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

\_\_\_\_\_  
INSERT SWORN STATEMENT



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

RFP Number: 13-03

Title: Merchant Services for Golf Course Facilities

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

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

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

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

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

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

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

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

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

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

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