

VINIK SPORTS GROUP AMALIE ARENA ACCESS CONTROL REPLACEMENT PACKAGE

RFP INSTRUCTIONS AND GENERAL CONDITIONS

DATE OF ISSUE: MAY 24th, 2021 RFP #

TITLE: Amalie Arena Access Control Replacement Package

ISSUED BY: Aaron O. Wood

PROPOSALS WILL BE RECEIVED UNTIL 5PM EASTERN TIME, JUNE 18th 2021 FOR FURNISHING THE PRODUCTS AND SERVICES DESCRIBED HEREIN.

All requests for information shall be in writing and directed to:

Vinik Sports Group 401 Channelside Drive Tampa, FL 33602

Attention: Aaron O. Wood, Project Coordinator

Email: awood@viniksportsgroup.com

The undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal and as mutually agreed upon by subsequent negotiation.

"PROPOSER":		
Signature:	Date:	
Name:		
Title:		
Address:		
Phone #:	Fax #:	
Email	Fod ID No:	

SUMMARY

Vinik Sports Group ("VSG") is presenting this Request for Proposal(s) ("RFP") to invite submissions of proposals (each, a "Proposal") to be considered for implementation services to completely renovate the existing Access Control System at AMALIE Arena (the "Project"). The RFP is open to Access Control Contractors interested in continuing the success of VSG and AMALIE Arena. The current Access Control System installed at AMALIE Arena was installed around 2010 and is at the end of its useful life. The Access Control system is used throughout the facility.

1. BACKGROUND

Vinik Sports Group was established by Jeff Vinik in February 2020, and later replaced the former brand of Tampa Bay Sports and Entertainment ("TBSE"). VSG now serves as the parent company of Lightning Hockey LP (the National Hockey's League's Tampa Bay Lightning) ("Lightning") and Tampa Bay Arena, LLC ("TBA"), the lease holding entity for AMALIE Arena (the "Arena"), the 19,000-seat downtown Tampa home in which the Lightning play their games. The Arena opened in 1996 as the Ice Palace and became AMALIE Arena in September 2014 when the family-owned, Tampa Bay-based AMALIE Oil Company elected to partner with Vinik and Tampa Bay Sports and Entertainment (now Vinik Sports Group). Since Vinik's purchase in 2010, he has led a complete brand and business transformation of the Lightning and the Arena which was vastly improved by a mostly private \$60+ million-dollar renovation of the publicly owned facility. In 2015, in partnership with Hillsborough County, Vinik led another \$25 million-dollar renovation of the Tampa Bay Club at the Arena, including multiple concession locations and new Loge seating. AMALIE Arena is consistently ranked as one of the top venues in the United States and the world by Venues Today magazine. AMALIE Arena is historically ranked in the top 10 in the United States and as a top 20 facility in the world, which rankings are based on worldwide ticket sales for concerts, events and family shows in venues seating 15,001 or more. In 2020, the Lightning won the franchise's second Stanley Cup® Championship.

The intent of this RFP is to have the firms under consideration specifically address the services required and provide a well-considered price proposal for those services. On behalf of itself, AMALIE Arena and the Tampa Bay Lightning, Vinik Sports Group would like to invite you to review the attached documents and provide final proposals no later than Friday, <u>JUNE 18th</u>, <u>2021</u>.

2. GENERAL DESCRIPTION

The Proposer awarded the contract for the Project ("**Contractor**") shall provide a complete, Access Control Head End System, that is workable and operational, including all labor, equipment, tools, material, engineering, supervision, licenses, insurance, and permits to install a fully integrated and operational system as described in the attached specifications and drawings.

3. SITE VISITS

- **A.** All Proposers shall attend the Mandatory Pre-Bid Meeting referred to in Section 8 of this RFP. In connection with the Pre-Bid Meeting, Proposers shall be permitted to access and examine the site and take note of all conditions affecting the conduct and completion of the work.
- **B.** Submission of a Proposal will be deemed confirmation that the Proposer has complied with these requirements.
- **C.** Proposers are hereby advised that any drawings, plans, charts or other materials, whether supplied by or on behalf of VSG, or third parties, describing aspects of the site provided as part of this document or otherwise are not to be considered as definitive or as a substitute for any information which would otherwise be obtained by the Proposer during a formal site inspection.

4. PROPOSAL SUBMISSION

A. Submit one (1) original, one (1) duplicate, and one (1) electronic PDF file of the requested information. The envelope containing your Proposal shall have the word "Proposal" on it along with the Project name and due date. Proposals shall be hand-carried or sent by overnight delivery service to ensure on-time delivery. Proposals shall be submitted in sealed envelopes and delivered to:

Vinik Sports Group 401 Channelside Drive Tampa, FL 33602

Attention: Aaron O. Wood, Project Coordinator

Email: awood@viniksportsgroup.com

Proposals will be accepted until <u>FRIDAY, JUNE 18th at 5:00pm EST</u>. This RFP contains the instructions governing the Proposals to be submitted and materials to be included, as well as the requirements that must be met to be eligible for consideration and general guidelines for submission of Proposals.

- **B.** The following items must be submitted in the Proposal:
 - 1. Two (2) hard copies as outlined above and one (1) electronic PDF copy of the Proposal.
 - 2. Introductory letter with contact information clearly labeled. Please include the following:
 - a. Name of firm
 - **b.** Complete address
 - c. Contact person
 - d. Telephone number
 - e. Website address
 - f. Contact person email address
 - 3. Fully executed copy of the first page of this RFP.
 - **4.** Proposer's Qualifications. Provide a statement of qualifications that responds to the Project background information, and describes the qualifications of the contractor or firm, key staff (project manager/lead), and any sub-contractors that have performed projects within the last three years that are similar in scope and demonstrate competence to perform the services described within this RFP.
 - **5.** A complete list of references for similar installations performed in the past 3 years with name of facility, contact name, title, email address, direct phone number and description of the scope and budget of the project(s) worked on.
 - 6. A formal list of intended sub-contractors and suppliers, including primary place of business, and estimated dollar amount. Proposer, subcontractors and associated design professionals shall be licensed by appropriate Florida authorities / board as appropriate and required by law. Proposals should include a statement indicating the licensing status of Proposer, subcontractors and associated design professionals are required to be licensed in Florida and identified in your Proposal.
 - 7. Equipment list.
 - **8.** Product cut sheets and technical data for each item proposed.
 - **9.** Services provided as part of the required (1) year parts and labor warranty.

- 10. Price and associated data must be provided on pricing sheet supplied with this RFP.
- 11. Proposed timeline for completing the work (Gantt Chart format).

5. QUESTIONS AND RESPONSE DURING PREPARATION OF PROPOSAL

- **A.** AMALIE Arena will be open for a *voluntary* walk-through on <u>Wednesday</u>, <u>April 26</u>, <u>2021 at 1pm.</u> Please email Aaron O. Wood at <u>awood@viniksportsgroup.com</u> to inform of intent to attend the site walk, as well as any intent to bid.
- B. General questions or issues with any aspect of this RFP should be in writing and directed to:

Vinik Sports Group 401 Channelside Drive Tampa, FL 33602

Attention: Aaron O. Wood, Project Coordinator

Email: awood@viniksportsgroup.com

C. The deadline for questions is Friday, May 28th, 2021 at 5pm EDT. Questions and answers to questions will be distributed by 5pm EDT on Tuesday May 31st, 2021.

6. GENERAL

- A. Proprietary Information All material submitted, whether by Proposers or vendors, including their subcontractors and suppliers, in connection with the RFP process, becomes the property of VSG, and may be returned or retained at VSG's sole option. Proposals submitted become the property of VSG and may be reviewed and evaluated by any person at the discretion of VSG. VSG has the right to use any or all concepts presented in any reply to the RFP. Selection or rejection of the Proposal does not affect this right. Information provided by VSG to the requesting Proposer or vendor for the purpose of providing a response to the RFP is the property of VSG. However, VSG considers pricing information and other information that is reasonably deemed proprietary and marked by the Proposer as "confidential" as being confidential and will take reasonable precautions to prevent disclosure of such "confidential" information to third parties unless disclosure is required by applicable law. Once the Project is complete, VSG may be required to submit documentation of the project to Hillsborough County. At that point, all associated documentation would become public.
- **B.** Proposal Validity Proposals must be valid through August 31, 2021.
- **C.** Proposers must submit Proposals for the complete package including all required equipment, installation and functional connection of all equipment as described in this document. A Proposal submitted in response to this RFP signifies the Proposer agrees to sell to VSG the indicated products, in whole or in part, at the sole discretion of VSG.
- D. VSG will provide the Arena's event schedule to help coordinate any scheduling conflicts regarding the installation of the Access Control components. Proposers are required to provide a proposed project schedule to determine if work will be required on weekends or if extended shifts will be required. There should be no down time between the removal of the old system and the installation of the new. Proposers must work whatever schedule is necessary to ensure this does not occur. Proposers will not be allowed to increase their costs because of the Proposer's failure to research this aspect of their Proposal. AMALIE Arena is available for integration 24/7 with adequate scheduling notice and exclusive of any event black-out dates.

- **E.** Change orders will not be accepted for errors in estimating the cost of the Project. It is the responsibility of the Proposer to confirm the existing structural, electrical and data conditions. Proposers are required to view on-site conditions prior to submitting a Proposal.
- **F.** The RFP shall act as a description of the minimum system requirements desired by VSG and Proposers are required to provide a solution for the base Proposal. Proposers are encouraged to offer viable alternatives.

7. SCOPE OF WORK

- **A.** The intent of the scope of work below is to describe the labor necessary to install a new state of the art Access Control System at AMALIE Arena. It is intended to be inclusive of all operating and access control equipment, and to allow for a competitive bid from vendors specializing in access control system fabrication and installations. VSG is also requesting an add alternate to include the installation for additional reader locations that may be added to the scope.
- **B.** The following scope of work applies to the upgrade of the Access Control System serving AMALIE Arena and the TGH Ice Plex located in Brandon:
 - 1. Please see Exhibit A for the Detailed Scope of Work
 - **2.** Provide shop drawing review, all software and hardware submittal review, Request for Information ("RFI") responses, as well as regular site visits during the installation and commissioning.
 - **3.** Final sign-off on the commissioning of the project, assuring that the final installation represents the original concept, construction, and shop drawings.

June 18, 2021

4. The design and implementation of this Project must be completed prior to September 1st, 2021.

8. PROJECT SCHEDULE SUMMARY

A. The RFP/Integration Schedule is as follows:

4. Best and Final Bids Due

1. RFP Issuance:	Monday, May 24 th , 2021
2. Mandatory Pre-Bid Meeting/Site Review	May 29, 2021
3. Proposed RFIs Due	June 4, 2021

5. Notice to Proceed June 25, 2021

6. Materials Procurement Commence June 28, 2021

7. Substantial Completion August 20, 2021

8. Final Completion September 1, 2021

9. PROPOSAL EVALUATION

- **A.** The Proposals will be evaluated using the following criteria in no specific order:
 - **1.** Ability of Proposers to supply all equipment as described in the RFP.
 - 2. Quality of the individual products.
 - **3.** Proposer capacity, capability and overall competency to perform the specified work.

- **4.** Sub-contractor capacity, capability and overall competency to perform the specified work.
- **5.** Work history and references.
- **6.** Level of integration between all system components (there will be an upcoming Camera Head-End project that this system must be able to integrate with).
- 7. Ability to meet specified timelines.
- 8. Pricing and terms.
- **9.** Warranty and service provisions

10. PROPOSAL REJECTION

- A. VSG reserves the right to reject and/or negotiate any or all Proposals on a non-exclusive basis.
- B. The lowest priced Proposal will not necessarily be accepted as the "winning" Proposal.
- C. VSG may reject or accept, at its sole option, any incomplete or incorrect Proposal.
- **D.** Due to the unique nature of the equipment and work described herein, objective comparisons may not be possible, and VSG reserves the right, at its sole and absolute discretion, to determine the compliance of any Proposal with the requirements set out herein or any accompanying documents or the merits of one Proposal over another.
- **E.** VSG may, at its option, disclose all or some of the contents of the Proposals or other information provided by any Proposer to all or some of the Proposers as part of VSG's evaluation of the merits of the Proposals submitted and its negotiations relating to same.
- **F.** VSG reserves the right to:
 - **1.** Cancel this process at any time prior to its execution of a definitive Contract and such cancellation will be without any liability to VSG.
 - **2.** Make all decisions regarding this RFP, including, without limitation, the right to accept, reject, or negotiate changes to any of the products or terms outlined herein.
 - **3.** Award the Contract as a whole or in part based on unit pricing provided on bid form.
 - 4. Reject any or all Proposals received.

11. PROPOSAL OF ALTERNATE SOLUTIONS

- **A.** The Proposer is encouraged to furnish alternative solutions that may satisfy or complement the solution proposed in this RFP.
- **B.** Proposers are also encouraged to suggest alternative solutions that would reduce the overall cost without hindering the performance of the system from its intended use.

12. COMPLIANCE WITH RFP

A. The Proposer is required to carefully review all components of this RFP in its entirety.

- **B.** Unless the Proposer specifically cites, in writing, where they are "Not Compliant" it shall be deemed that the Proposer understands, agrees to and accepts all terms, conditions, stipulations and requirements of this RFP.
- **C.** In a case of non-compliance, the Proposer is to indicate all relevant qualifications or alternatives, which Proposer wishes VSG to consider.

13. COMPREHENSIVE CONTRACT

- **A.** The Proposer is advised that the RFP documents contain information that will be incorporated in whole or part, into a comprehensive contract (the "**Contract**").
- **B.** The RFP documents may be superseded by such Contract.
- **C.** The terms of the Contract will be subject to the approval of VSG, in its sole discretion.
- **D.** A Contract, when fully executed, shall comprise a set of General Conditions with Supplementary Conditions, Functional Specifications and a complete Scope of Work, a Maintenance Agreement and any other Schedules as may be required to fully describe the work under the Contract.

14. COMPLIANCE WITH LAWS AND FACILITY RULES

- **A.** SAFETY: Contractor shall give all required notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property and their protection from damage, injury, or loss.
- **B.** The Contractor must always comply with applicable laws and the rules and regulations established by the Code Authority having jurisdiction, as well as VSG regarding the conduct of work at the site.
- **C.** Contractor's personnel will follow VSG's standards and personal conduct codes while on VSG's premises. A copy of those standards and codes will be provided to Contractor on request. Personnel found violating these standards or regulations shall be asked to leave the work site and shall not be allowed to return.
- **D.** OSHA REGULATIONS: It is Contractor's responsibility to guarantee that all items of hardware, services rendered or working environments meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act (OSHA). It is Contractor's responsibility to be familiar with and operate within the guidelines as set forth by OSHA. Questions regarding such requirements may be referred to VSG.
- **E.** For all operations requiring the placement and movement of the Contractor's equipment, Contractor will observe and exercise, and compel its employees and/or subcontractors to observe and exercise, all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with operations.
- **F.** All ladders, scaffolding or other devices used to reach the surface of objects not otherwise accessible, must be of sound construction, firm and stable, and must be maintained in good condition. All such equipment will be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property, and cause the least possible interference with the normal usage of such areas by Arena personnel.
- **G.** EMERGENCIES: In any project related emergency affecting the safety of persons or property, Contractor shall act with all due haste to prevent further threatened damage, injury, or loss, and will immediately notify the police and VSG.

H. Contractor shall not drive nor operate a vehicle, equipment or machinery upon any of VSG's premises, lawns, grounds, pathways or interbuilding walkways without having first obtained concurrence of the activity and approval for operating the vehicle, equipment or machinery from VSG. Requests for approval will be submitted through VSG's assigned Project Coordinator.

15. DELIVERY, STORAGE AND SECURITY

- **A.** The Contractor shall deliver to the site all system components and related materials at its own expense.
- **B.** The Contractor shall unload, uncrate, assemble, and transport each component to its desired location for installation and install the system on-site in accordance with on-site and the manufacturers regulations.
- **C.** Contractor shall be responsible for day-to-day premises and facilities cleanup, including temporary storage, removal and disposal of all packaging materials and debris, trash and rubbish caused by its employees, or installation material-men or workmen. All such disposal shall be off-site. There will not be a dumpster provided by VSG on-site to dispose of materials.
- **D.** All tools, equipment and materials shall be secured upon completion of the day's work. Surplus materials shall be removed from the work site and stored in their appropriate location.
- **E.** The Contractor is responsible for providing any temporary on-site storage for equipment and materials unless adequate on-site storage is available from VSG.
- **F.** VSG shall not be responsible for security or insurance related to said equipment or materials, even if stored on-site at locations designated or approved by VSG.
- **G.** Any temporary storage requirements must be coordinated with VSG.

16. INSURANCE REQUIREMENTS, INDEMNIFICATION

- **A.** Contractor agrees to obtain insurance coverage in the manner and amounts as set forth in the Insurance Exhibit attached hereto as Exhibit B and incorporated herein by reference.
- **B.** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless VSG, TBA, Lightning, their parent, affiliates and subsidiaries, and each of their directors, officers, employees, agents, members, successors and assigns (collectively, "**VSG Indemnitees**") from and against any claims, suits, actions, causes of action, damages, costs, expenses (including reasonable attorneys' fees), losses, liabilities and other damages to persons or property (collectively, "**Losses**"), arising out of or in connection with (i) performance of the work, and/or (ii) any act or omission, including but not limited to intentional misconduct, on the part of Contractor, including its subcontractors and suppliers, or any of their employees or agents.
- C. In any claims against any VSG Indemnitee by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligations outlined herein shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

17. WARRANTIES

A. Contractor shall warrant and guarantee that title to all work, materials, and equipment covered by a request for payment, whether originally incorporated in the Project or not, will pass to VSG, upon the receipt of full payment by Contractor, free and clear of all liens, claims, security interests or encumbrances, and that no work, material, or equipment covered by a request for payment will have been acquired by Contractor, or by any person performing work at the site or furnishing materials and

- equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained or otherwise imposed by Contractor or any other third parties.
- **B.** Contractor shall warrant and guarantee to VSG, without limitations or qualification, that all equipment, components, materials, workmanship and the system as an entity shall conform to and perform in accordance with local building codes.
- **C.** Contractor shall be fully responsible for any work knowingly performed contrary to said laws, codes and/or regulations, and shall fully indemnify the VSG Indemnitees against loss and bear all costs and penalties arising therefrom.
- **D.** Contractor warrants that it shall employ only competent foremen and experienced laborers on the Project, and shall discharge or remove immediately, whenever requested to do so by VSG, any employee considered by VSG to be incompetent or disorderly. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the work.
- **E.** Contractor shall warrant that materials and equipment furnished under the Contract will be of good quality and new unless the Contract documents require or permit otherwise. Contractor shall warrant that the work will conform to the requirements of the Contract documents and will be free from defects, except for those inherent in the quality of the work the Contract documents require or permit.
- **F.** All material, equipment, or other special warranties required by the Contract documents shall be issued in the name of VSG or shall be transferable to VSG.

18. NO PROMOTION OR ADVERTISING BY CONTRACTOR

- A. The Contractor shall not display its trademarks or insignia upon any of the equipment.
- **B.** The Contractor shall not name the equipment or the fact that the equipment is installed at the Arena in any part of its promotion or advertising of the Contractor's business (including, without limitation, any statement that it has supplied the equipment or maintains same) without the prior written consent of VSG, which consent may be withheld by VSG with or without cause.
- C. The Contractor, its employees or sub-contractors are not permitted to take pictures/videos of any kind inside of the Arena and distribute them for any reason (including without limitation, to any social media outlet), without the prior written consent of VSG, which consent may be withheld by VSG with or without cause. This includes all existing structures and equipment and all new equipment being installed within the Arena.

19. MISCELLANEOUS

- A. RELATIONSHIP OF THE PARTIES: The relationship between Contractor and VSG is strictly that of an independent contractor and not agents or employees. Under no circumstances will the Contract be considered a contract of partnership or joint venture. Contractor shall have no authority to enter into any contracts or incur any obligations binding upon VSG, unless VSG agrees in advance in writing. Further, no agent, servant, or employee of Contractor or any of its subcontractors will under any circumstances be deemed an agent, servant, or employee of VSG.
- **B.** PROTECTION OF OWNER'S FACILITIES: Contractor shall be responsible for replacing, restoring or bringing to original condition any property or facilities damaged by Contractor's personnel or operations. Any damage or disfigurement must be reported promptly to VSG and restored by Contractor at its own expense. Restoration activities will be coordinated and directed by the appropriate department responsible for the damaged property or facility.

- **C.** TITLE: At no time, including, without limitation, upon substantial performance and when title to the equipment passes to VSG, will VSG be liable for the payment of any royalties, license or other fees to the Contractor or third parties as a result of VSG's, use or enjoyment of the equipment or resulting from the replacement of broken or worn-out parts of the equipment.
- **D.** PAYMENT TERMS: Financial payment terms will be negotiated at time of Contract award.
- **E.** TAXES: Payment of applicable sales taxes shall be the responsibility of Contractor and identified on each Proposer's bid form.
- **F.** PARAGRAPH HEADINGS. Paragraph and subparagraph headings contained in this RFP are for convenience only and will not be considered for any purpose in governing, limiting, modifying, construing or affecting the provisions of this RFP or the Contract and will not otherwise be given any legal effect.

20. DUE DILIGENCE

Due care and diligence have been used in preparing these specification and related information. However, no warranties are made as to the accuracy and completeness of the information provided and/or contained herein. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their Proposal. VSG will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk, exposure, and scope of work required to effectively perform under this RFP. Proposers are expected to examine the conditions, scope of work, special conditions, technical specifications, and all instructions pertaining to services involved. Failure to do so will be at the Proposer's risk.

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As an organization, we value partnerships and collaboration. Our strategies involve the selection of businesses throughout various industries to create conditions for long-term cooperation and to develop mutually beneficial relationships with each of our partners.

As a leader in the Tampa Bay Community, we take pride in promoting the local economy as well as a diverse workforce. VSG is an equal employment opportunity employer and encourages the firms and contractors with whom it does business to likewise follow these principles. Women-Owned or Minority-Owned Business Enterprise (WMBE)/Disadvantaged Minority (DM)/Disadvantaged Women business Enterprise (DWBE)/Small Business Enterprise (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 natural origin in consideration for an award. We are committed to involving local, Small, Minority and Women Owned Business Enterprise (SMWBE) companies and encourage the use of such.

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

Proposer's Signature:	Date:
·	
Proposer's Name:	

END – RFP INSTRUCTIONS AND GENERAL CONDITIONS

EXHIBIT A

Scope of Work

Key Objectives:

- 1. Implement S2 Controller/Headend at Amalie Arena via Virtual Machine (VM)
 - a. Update all Licensing/Software
 - b. VM is running with required Specs (provide by VSG Virtual Server)
 - c. Work with VSG to ensure all VPN Tunnels are functional from Amalie Arena to Remote Site(s)
 - i. Brandon Practice Facility
 - ii. Hockey Community Center
 - iii. Off-site Storage Warehouse
- 2. Implement S2 Enclosures and Power Supplies (P/S) at Amalie Arena as needed
 - a. Command Center
 - b. Storm/Identity Closet
 - c. HR/Ticket Office x2
 - d. Sixth Floor Closet
 - e. Telephone Room
 - f. Admin Closet
- 3. Replace all Readers at Amalie Arena
 - a. (2) PinPad Readers
 - b. (1) Slim Mullion
 - c. (37) Single Gang (Regular)
 - d. All Panels

Scope:

- 1. Implement S2 Controller: Currently the S2 Controller for the Amalie Arena is located at the Brandon Practice Facility. In order to transition the Controller Licenses and Implement the Controller Software onto the Virtual Machine (VM) the following must take place:
 - a. Existing (16) Licenses are Current with Software Upgrade and Support Plan (SUSP)
 - b. Migrate Up-to-date Licenses from a NetBox Appliance to NetBox VM.
 - c. Increase Portals Capacity in (2) Steps to accommodate all Doors/Licenses to be on system.
 - i. Confirm:
 - 1. All Network Tunnels are up between the Amalie Arena and Remote Site(s)
 - 2. Virtual Machine matches S2 spec Requirements, is tested and running.
- 2. Implement S2 Enclosures and Power Supplies (Phase 2)
 - a. Option 1: Command Center Enclosure:
 - i. Currently in place (Demo):
 - 1. (1) CA-4000 (4-Door Panel)
 - 2. (1) CA-200 (2-Door Panel)
 - 3. (2) Power Supplies
 - b. Option 2: Storm/Identity Enclosure:
 - i. Currently in place (Demo):
 - 1. (1) CA-8000 (8-Door Panel)
 - 2. (1) CA-4000 (4-Door Panel)
 - 3. (2) Power Supplies
- 3. Replace All Readers at Amalie Arena
 - a. PinPad Readers

- b. Slim Mullion
- c. Single Gang (Regular)
- d. All Panels
 - i. Supports HID Proximity Cards (Physical Credential)
 - ii. Supports Bluetooth Mobile Credentials w/ BlueDiamond app (Badge ID)
 - iii. iOS or Android users will need to download Updated BlueDiamond app
 - iv. Capability to have Badge ID match Physical ID
- 4. Include Admin Office Entrance
 - a. Card Reader at Main Entry
 - b. Install Call System
 - c. Install buzzer and button at reception desk to unlock for entry.

Add. Alt:

- 1. Execute the proposed scope of work and all components associated using different recommended Best in Class Alternates (ie: Verkada Access Control System instead of S2)
- 2. Additional Door/Reader Locations
 - Event Level
 - Delaware North Offices
 - Engineering and Conversion Offices
 - o Admin Office Level
 - Delaware North Offices (Catering and HR)
 - South/West ADA Entrance
 - o Club Level
 - Delaware North Offices
 - Suite Level
 - Delaware North Offices
 - Terrace Level
 - Retail Storage Area

Doors associated with the Base Bid Scope are the following:

A1: Security Lobby	A5: ATT Cage Door
A2: Phone Room	C3/A6: RNC Door *
A3: AV Production (Studio 54)	S2: XO Stairwell
A4: Security Gate D Entrance	OPEN
L1: Locker Room Lounge	H2: Hockey Operation East
L2: Locker Room Hallway South	H3: Hockey Operations South
L3: Locker Room Main	ST1: Storm Office
L4: Locker Room Laundry	X1: XO Hallway
L5: Locker Room Hallway North	OPS1: Operations East
H1: Hockey Operations West	OPS2: Operations West
T1: Sales/Ticket Office	T6: Ticket Window South
T2: Ticket Office North	T7: Ticket Office South
T3: Ticket Window North	T8: All-Star Lobby Room
T4: Settlement Room	T9: VIP Lobby
T5: Vault Room	R1: Retail Storage
R2: Retail Hallway Entry	S1: Retail Hallway Exit**
R3: Retail Hallway Exit	ADA1: Elevator**
HR1: HR Lobby Glass Door	ADA2: Elevator Lobby
PL: Premium Lobby	ICE1: Ice Plant

E1: Executive Room**	OPEN
C1: Stairwell Door (Catwalk)***	C2: NW Stairwell***

General Notes:

- Leverage Existing Licenses
- Relocate existing HUB to Amalie Arena
- All wiring at Enclosure locations will pass through EMT Pipe, directly into Enclosures leaving minimal to zero exposed wiring.

EXHIBIT B

Contractor Minimum Insurance Requirements (Rev. 05/2021)

- 1. "VSG Entities" as used herein shall be deemed to include the following:
 - VSG Enterprises LLC
 - Vinik Sports Group LLC
 - Tampa Bay Arena, LLC
 - Tampa Bay Sports and Entertainment LLC
 - TBSE Enterprises, LLC
 - Lightning Hockey LP
 - TB Sports Retail, LLC
 - TBSE Esports, LLC
 - Lightning Hockey GP LLC
 - Lightning Foundation, Inc.
 - Tampa Bay Entertainment Properties, LLC
 - City of Tampa
 - Hillsborough County
 - Tampa Sports Authority
 - Tampa Sportservice, Inc.

and shall include their respective directors, officers, members, employees, volunteers, subsidiaries, successors, assignees, affiliates and agents. This list of VSG Entities is to be scheduled on all ACORD certificate(s) of insurance clearly indicating that additional insured, primary and noncontributory and waiver of subrogation wording or endorsements of policies as required herein are provided all VSG Entities.

- 2. Contractor shall procure and/or maintain, or cause to be maintained, the following types and limits of insurance until the expiration of the period for correction of all contracted work herein, unless a different duration is stated below:
 - A. Commercial General Liability Insurance (CGL).
 - i. Insurance shall cover all operations of Contractor for claims including:
 - **a.** Damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
 - **b.** Personal injury and advertising injury;
 - **c.** Damages because of physical damage to, or destruction of, tangible property, including the loss of use of such property; and
 - **d.** Bodily injury or property damage arising out of completed operations.
 - ii. Limits of liability shall be no less than:
 - a. \$1,000,000 Each Occurrence
 - b. \$1,000,000 Personal and Advertising Injury
 - c. \$2,000,000 General Aggregate Limit (Other than Products- Completed Operations)
 - d. \$2,000,000 Products Completed Operations Hazard Aggregate
 - **B.** Automobile Liability Insurance. Automobile liability covering any owned, hired, and non-owned vehicles used, by the Contractor, with policy limits of not less than \$1,000,000 combined single limit for each accident and for bodily injury, death of any person, and property damage, along with any other statutorily required automobile coverage.
 - C. Workers Compensation. Contractor shall carry workers' compensation at statutory limits.

- **D. Employer Liability.** Contractor shall carry employer's liability insurance with minimum limits of \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limits and \$1,000,000 for bodily injury by disease each employee.
- **E. Excess or Umbrella Liability Insurance.** Contractor will carry an umbrella insurance policy providing coverage in excess of its primary commercial general liability, automobile liability, and employer's liability policies in an amount not less than \$10,000,000 per occurrence and \$10,000,000 general aggregate. The general aggregate limit will apply on a per location and per project basis.
- **F. Jones Act, and the Longshore & Harbor Workers' Compensation Act.** If the work involves hazards arising from work on or near navigable waterways including vessels and docks, Contractor shall carry Jones Act, and the Longshore & Harbor Workers' Compensation policies as required.
- **G. Professional Liability (Errors and Omissions).** If Contractor is required to furnish professional services as part of the work, Contractor shall procure professional liability insurance covering performance of the professional services, with policy limits of not less than \$1,000,000 each claim. Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any such work and/or services and that continuous coverage or an extended reporting period shall remain in force for not less than three (3) years following the completion of work and/or services or termination of Contractor.
- 3. Additional Insureds. Each of the VSG Entities must be covered as additional insured (the "Additional Insureds") on the Commercial General Liability, Automobile Liability, Employer Liability, and Umbrella Liability policies. Additional Insured coverage at least as broad as the insurance available to the Named Insured, and no less than provided by ISO Forms CG 20 10 07 04 and CG 20 37 07 04. Additional Insured status must be on a primary and noncontributory basis and shall apply as such on any policies of Contractor with insured limits greater than the minimum limits required by this Insurance Exhibit.
- **4. Waiver of Subrogation.** A waiver of subrogation endorsement is required for the workers' compensation, commercial general liability, automobile liability, and umbrella liability insurance. This endorsement must apply to all VSG Entities.
- 5. Contractor may achieve the required limits and coverage for commercial general liability and automobile liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required herein, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- **6.** All reference to "**ISO**" means unamended or unaltered versions of the Insurance Services Office insurance policy forms and endorsements.
- 7. All insurance coverage required to be maintained herein, shall use insurers with a minimum A.M. Best rating of A- VIII and all insurers shall be licensed or authorized to do business in the state where the work and/or service is being performed or otherwise acceptable to VSG. VSG reserves the right to reject any insurance company, policy, endorsement, certificate of insurance, surety company, performance bond, or labor and materials payment bond with or without cause. Contractor shall endeavor to provide thirty (30) days written notice to VSG of canceled or non-renewed policies.
- 8. Prior to the start of any work and/or service, Contractor shall furnish VSG with ACORD certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein along with a copy of the actual insurance policy language or endorsements providing: additional insured, additional insured is on a primary and noncontributory basis, and waiver of subrogation. Any policy terms and conditions, limits, deductibles, exclusions and so on which deviate from ISO insurance policy forms and endorsements required by this Insurance Exhibit, must be indicated on the ACORD certificate(s).

Any waiver of Contractor's obligation to furnish such ACORD certificate(s) or maintain such insurance must be in writing and signed by an authorized representative of VSG. Failure of VSG to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of VSG to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.

ACORD certificate(s) with required attachments should be emailed to Certificate Holder listed below:

Tampa Bay Arena, LLC 401 Channelside Drive Tampa, FL 33602

Attention: Legal Department (Legal@viniksportsgroup.com)

Contractor's ACORD certificate(s) will evidence all self-insurance, self-insured retention's and/or deductibles (collectively referred to as "**Deductible**") greater than \$25,000 for any of the required insurance coverage. To the extent any Deductible is permitted or allowed as a part of any insurance policy maintained by Contractor in compliance with this Insurance Exhibit, such Deductible shall be subject to VSG's reasonable approval. Any such Deductible shall be paid for, assumed by, for the account of and at Contractor's sole risk. VSG shall not be responsible for the payment of any such Deductible.

- 9. Contractor shall not charge a mark up or fee of any type on any insurance coverage required herein.
- **10.** Compliance by Contractor with the carrying of insurance and furnishing of ACORD certificate(s), shall not in any way relieve Contractor from any liability or diminish its obligations to maintain the insurance coverage required herein, or with any agreement with VSG or by law.
- 11. It is understood and agreed, authorization is hereby granted to VSG to either terminate Contractor or withhold payments to Contractor until properly executed ACORD certificate(s) of insurance with copies of the additional insured, primary and noncontributory basis and waiver of subrogation endorsements providing insurance as required herein are received and approved by VSG.
- **12.** Upon the request of VSG, a complete copy of the required insurance policies and/or any other documents or information necessary to verify the insurance coverage required herein, are to be submitted to VSG within ten (10) days of such request or VSG can terminate Contractor.
- **13.** Contractor shall cooperate with VSG's Insurers. Contractor shall notify VSG in writing as soon as practicable after it receive notice of any loss, damage, or injury or are aware of an incident which might give rise to a claim in the future. Contractor shall take no action which might operate to bar VSG from obtaining protection afforded by Contractor's insurance policies or which might prejudice VSG in its defense to a claim based on such loss, damage, or injury.
- **14.** The minimum limits set forth herein will not be construed as a limitation of VSG's rights under any insurance policy with higher limits, and no insurance policy maintained by Contractor or any subcontractors, of any tier, shall be endorsed to include such a limitation.
- **15.** The insurance coverage set forth in this Insurance Exhibit, will in no way limit Contractor from liability arising out of its work and/or services (including liability under indemnification provisions) or under any other agreements or by-law. Contractor will be responsible for determining appropriate inclusions, coverage and limits which may be in excess of the minimum insurance requirements set forth herein.
- **16.** The cost of such insurance and such bonds as required above shall be the obligation of the Contractor and included in the contract sum.
- **17.** This Insurance Exhibit is an independent contract provision and shall survive the termination or expiration of the Contract.