



4201 N. DALE MABRY HIGHWAY
TAMPA, FLORIDA 33607

RFP #21-04

GOLF COURSE GROUNDS MAINTENANCE

MANDATORY PRE-PROPOSAL CONFERENCE:

TUESDAY, JUNE 7, 2022 AT 10AM
(Rocky Point Golf Course Clubhouse)

RFP DUE DATE:

TUESDAY, JUNE 21, 2022
(Not Later Than 10:00 am)

MAY 2022

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PROCUREMENT SUMMARY AND REGISTRATION

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

Document Number: RFP #21-04

Title: Golf Course Grounds Maintenance

Description: Provide grounds maintenance service at Tampa Sports Authority's three (3) golf course locations (Rocky Point, Rogers Park, and Babe Zaharias Golf Course facilities).

Proposal Submittal Deadline: Tuesday, June 21, 2022 not later than 10:00 a.m.
Tampa Sports Authority/Raymond James Stadium
4201 N. Dale Mabry Highway
Tampa, FL 33607

Mandatory Pre-Proposal Conference: Tuesday, June 7, 2022 at 10:00 a.m. at Rocky Point Golf Course

Site Visits: To be scheduled with each individual Director of Golf

For additional information, contact: Deltecia Jones
Procurement Manager
Telephone: (813) 350-6511
E-Mail: djones@tampasportsauthority.com

Special Instructions: To hand deliver RFPs, enter Entrance B/C off Himes Avenue through security entrance at Raymond James Stadium and/or documents can be emailed to bids@tampasportsauthority.com

PROPOSER REGISTRATION

IF INTERESTED, PLEASE EMAIL THIS FORM TO djones@tampasportsauthority.com

Use this form to register as a potential responder or proposer for this procurement. Registered vendors will be notified, via the information submitted below, of changes or addenda issued for this proposal. Complete this form and email it to djones@tampasportsauthority.com. If you are registering more than one (1) company, you must submit separate registration forms for each company. **NOTE: FAILURE TO INCLUDE AN ADDENDUM IN YOUR PROPOSAL MAY RESULT IN THE REJECTION OF YOUR PROPOSAL SUBMITTAL.**

Company Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State/ZIP: _____ Email: _____

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

GENERAL INFORMATION AND CONDITIONS

RFP #: 21-04

TITLE: Golf Course Grounds Maintenance

MANDATORY PRE-PROPOSAL

CONFERENCE: Tuesday, June 7, 2022 at 10am at Rocky Point Golf Course Clubhouse

RESPONSE DUE DATE/

TIME/LOCATION: Tampa Sports Authority, Procurement Department, 4201 N. Dale Mabry Hwy., Tampa, FL 33607 Not later than 10am on Tuesday, June 21, 2022 (Entrance B/C) off Himes Ave.

GENERAL TERMS, CONDITIONS, & INFORMATION

1 **PURPOSE:**

As directed by the Governing Board of the Tampa Sports Authority, the TSA has issued this solicitation to find a highly qualified golf course grounds maintenance company to perform services set forth in this Request for Proposal (RFP) at Rocky Point, Rogers Park, and Babe Zaharias Golf Course facilities.

2 **PRE-PROPOSAL CONFERENCE (MANDATORY):**

A Mandatory Pre-Proposal Conference is scheduled for Tuesday, June 7, 2022 at 10am. The conference will be held at Rocky Point Golf Course located at 4151 Dana Shores Drive, Tampa, FL 33607. Please plan to be on-time to the conference. Any person/company representative who arrives 15 or more minutes past the start time for the Mandatory Pre-Proposal Conference may not be allowed to attend unless it is deemed by Authority staff to be acceptable. If you are late due to unforeseen circumstances, please notify Purchasing of your intended arrival time by calling Deltecia Jones at 813-205-2499. You must contact the Director of Golf at each golf course to schedule an appointment for a walk-thru and/or site visit after the mandatory Pre-Proposal Conference.

Babe Zaharias golf Course Heidi Njoes 11412 Forest Hills Drive Tampa, FL 33614 813-631-4375	Rocky Point Golf Course Jim Hanks 4151 Dana Shores Drive Tampa, FL 33607 813-673-4317	Rogers Park Golf Course T.J. Heidel 7910 N. 30 th Street Tampa, FL 33610 813-356-1671
---------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------

3. **DELIVERY OF RESPONSES:**

(a) The delivery of the RESPONSE to the Tampa Sports Authority's Procurement Department, prior to the deadline, is solely and strictly the responsibility of the Proposer. The deadline for delivery of all Responses is Tuesday, June 21, 2022 by 10a.m. Boxes/Packaging must be marked "SEALED RESPONSE FOR GOLF COURSE GROUNDS MAINTENANCE". All Responses will be delivered to the TAMPA SPORTS AUTHORITY, 4201 N. Dale Mabry Highway, Tampa, Florida 33607. (Raymond James Stadium, Entrance B/C off Himes Avenue). The Tampa Sports Authority Purchasing Department will not be responsible for delays caused by any delivery services that may be used. The Proposer is hereby directed to cause delivery of their

Response prior to the proposal opening time. The Response delivery time will be scrupulously observed. Any Response received after **Tuesday, June 21, 2022 after 2:00pm** shall not be considered.

NOTE: There will not be a "formal" Response opening for this project.

- (b) Electronic proposals will be considered and can be emailed to **bids@tampasportsauthority.com**.
- (c) For informational purposes, the Respondent is advised that the U.S. Postal Service and/or Express Mail Services may not deliver your Response in a timely manner. Proposers are cautioned to plan necessary delivery time accordingly.

4. REQUESTS FOR INTERPRETATION/QUESTIONS - ADDENDUM:

No substantive interpretation of this RFP will be made to any Proposer orally. Every request for such interpretation must be in writing, addressed to the Tampa Sports Authority, Attn: Deltecia Jones, Procurement Manager, 4201 N. Dale Mabry Highway, Tampa, Florida 33607. Email requests for interpretation will be accepted for this project and should be emailed to djones@tampasportsauthority.com. To be considered, such requests should be received not later than **Monday, June 13, 2022 by 10am**. Any such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be sent to all vendors that registered for this RFP at least three (3) days prior to the date fixed for the opening of Responses. Failure of any Proposer to receive any such addendum or interpretation shall not relieve said Responder from any obligations contained within this RFP. All addenda so issued shall become part of the Contract documents.

5. COSTS OF PREPARATION:

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

6. RFP RESULTS:

Preliminary results will be available after the Tampa Sports Authority Selection Committee meets to rank the Responses. The ranking will be submitted to the Finance Committee for review and the Finance Committee will make a recommendation to the TSA Board for approval. Final Results will be mailed or faxed to all registered Proposers.

7. TENTATIVE SCHEDULE:

- (a) Advertisement dates Sundays, May 15th & May 22nd – Times
Monday, May 16th –Website (www.tampasportsauthority.com)
Monday, May 16th – NAACP Email blast/SMA & DemandStar Post
Friday, May 20th – La Gaceta & Business Observer
Wednesday, May 25th – Florida Sentinel Bulletin
- (b) RFPs released Monday, May 16th after 10am
- (c) Mandatory Pre-Proposal Conf. Tuesday, June 7th at 10am – Rocky Point Golf Course Clubhouse
- (d) Last day for questions Monday, June 13th by 10am
- (e) Proposal due date/time Tuesday, June 21st by 10am
- (f) Shortlist Meeting (public) Tuesday, June 28th at 10a.m.
- (g) Interviews (closed) Thursday & Friday, July 6th & 7th at (Times TBD)
- (h) Final Ranking Meeting (public) Monday, July 11th at 10am
- (i) Finance Committee Meeting Tuesday, July 26th at 10:30 a.m.
- (j) TSA Board Meeting Tuesday, August 2nd at 4p.m.

8. REJECTION OF RESPONSES:

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

9. BINDING OFFER:

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

Responses may be withdrawn on written or telegraphic request dispatched by the Proposer in time for delivery prior to the time fixed for the opening of Responses. Negligence on the part of the Responder in preparing the Response confers no right of withdrawal or modification of the Response, after the Response has been opened at the appointed time and place, by the Tampa Sports Authority. Any such withdrawn Response shall not be resubmitted. Responses will be in force for a period of ninety (90) days after the opening date.

10. APPLICABLE FLORIDA STATUTES:

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

The Proposers are requested, however, to identify specifically any information contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exemption law.

All proposals received in Response to this RFP will become the property of the Tampa Sports Authority and will not be returned.

11. AVAILABILITY OF PERSONNEL:

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

12. 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.

13. CONTRACT EFFECTIVE DATE TERMS:

The term of this contract shall be a three (3) year period beginning **October 1, 2022 through September 30, 2025.** At the sole option of the Authority, there will be one (1), three (3) year renewal option beginning on **October 1, 2025 and ending on September 30, 2028.**

14. AUTHORIZED/LICENSED TO CONDUCT BUSINESS IN THE STATE OF FLORIDA:

All companies must be authorized to do business in the State of Florida and must contact the Florida Secretary of State to obtain authorization by the proposal due date. The contact information is Florida Secretary of State, Tallahassee, FL 32399. The contact number is 850- 487-6091.

If the business being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact: Florida Department of Business and Professional Regulation, Tallahassee, Florida 32399. The contact number is 850- 487-9501.

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

a) Sealed bids or replies to competitive solicitations (RFB, RFP, ITB, etc. are NOT subject to public disclosure until the Authority either 1) issues notice of its intended decision or 2) thirty (30) days have passed after opening of the bids or replies; whichever is earlier.

b) If the Authority rejects all bids and issues notice of an intent to rebid or reissue the competitive solicitation, the bids, replies, etc. submitted to the first (rejected) solicitation are NOT subject to public disclosure until the matter is rebid and TSA issues notice of its intended decision on the reissued bid or until the reissued bid or solicitation is also withdrawn by the Authority. However, this exemption from public disclosure can last no longer in any event more than 12 months from date of the initial rejection of all bids.

16. CHANGE ORDERS/ADJUSTMENTS:

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

17. MODIFICATION OR WITHDRAWAL OF OFFER:

An offer may not be modified, withdrawn, or canceled by the Proposer for 90 days following the time and date designated for the opening of proposals (except when requested by the Authority for clarification, presentation, or best and final offers) and the Proposer so agrees by submitting its proposal.

Proposers may request withdrawal of a posted, sealed Proposal prior to the scheduled opening time provided the withdrawal request is submitted to the Purchasing Department in writing via email, in person or by facsimile.

18. ADVERTISING:

In submitting a proposal, Proposer agrees not to use the results as a part of any advertising.

19. RESPONSIVENESS OF PROPOSERS:

A responsive proposal is an offer to perform the scope of services called for in this Request for Proposal in accordance with all requirements of this Request for Proposal. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A Proposal may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals,

indefinite, or ambiguous proposals, improper and/or undated signatures and Proposers who fail to meet all pre-requisites.

20. EX PARTE COMMUNICATION:

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

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

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

21. INCURRED COSTS:

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

22. E-VERIFY COMPLIANCE:

All terms defined in Fla. Stat. § 448.095 are adopted and incorporated into this section. Pursuant to Fla. Stat. §§ 288.061(6) and 448.095(2), Contractor shall enroll in and verify the work eligibility status of all of its newly hired employees using the E-Verify system if it has not already done so as of the date of this Agreement. Contractor is further required to execute an affidavit in the form attached to this Agreement affirming that: (i) it is enrolled and is participating in the E-Verify system, and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Contractor shall provide Tampa Sports Authority with documentation that it has enrolled and is participating in the E-Verify system. This Agreement shall not take effect until such affidavit is signed by Contractor and delivered to Tampa Sports Authority's authorized representative.

Should a Contractor subcontract for the performance of any work under this Agreement, the Contractor shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) it has enrolled and is participating in the E-Verify system. Contractor shall maintain a copy of such certification for the duration of the term of any subcontract. Contractor shall also deliver a copy of the certification to Tampa Sports Authority within [number of days] of the effective date of the subcontract.

If Contractor, or any subcontractor of Contractor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien, Contractor shall terminate the employment of or contract with the unauthorized alien within [number of days] (the "Cure Period"). Should the Contractor or any subcontractor of Contractor fail to cure within the Cure Period, Tampa Sports Authority has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply should the E-Verify system cease to exist.

23. QUALIFICATION OF PROPOSERS:

- a. The Authority will determine whether the Proposer is qualified to perform the services being contracted based upon their Proposal demonstrating satisfactory experience and capability in the work area. The Proposer shall identify necessary experienced personnel and facilities to support the activities associated with this Proposal.
- b. Each Proposer must provide a Current set of Audited Financials– Marked “CONFIDENTIAL”.
- c. Each Proposer must provide one of the following to establish its financial ability to provide the services set forth herein.
 1. An audited balance sheet evidencing an Owners/Shareholder’s Equity of a recent date of not less than \$500,000, cash or cash equivalents of no less than \$100,000, and a Current Ratio (Total Current Assets divided by Total Current Liabilities) of no less than 1.0; or
 2. An unconditional guaranty of Proposer’s performance under the Agreement contemplated herein issued by an affiliate of the Proposer, together with a balance sheet meeting the requirements of 1 above.
 3. A commitment to provide and maintain a performance and payment bond issued by a surety reasonably acceptable to the Authority in an amount equal to one hundred percent (100%) of the annual contract sum guaranteeing the Proposer’s performance under the agreement contemplated herein throughout the term of the engagement.

Notwithstanding the foregoing, the Authority reserves the right in its sole discretion to consider other evidence of a Proposer’s financial ability to perform its obligations under the agreement contemplated herein.

24. QUALIFICATIONS OF KEY PERSONNEL:

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the specifications. Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise accepted by the Authority. Where State of Florida registration or certification is deemed appropriate, a copy of the registration or certificate should be included in the proposal package.

25. REVIEW OF FACILITIES AND QUALIFICATIONS:

After the proposal due date and prior to contract execution, the Authority reserves the right to perform or have performed an on-site review of the Proposer’s facilities and qualifications. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer has an adequate, qualified, and experienced staff, and can provide overall management facilities. The review may also serve to verify whether the Proposer has financial capability adequate to meet the contract requirements. Should the Authority determine that the proposal has material misrepresentations or that the size or nature of the Proposer’s facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Authority has the right to reject the proposal.

26. EMPLOYMENT REQUIREMENTS:

Proposer will screen all employees and require satisfactory personal references, fingerprinting and/or other appropriate measures to determine that employees are of good character.

27. NO LIENS:

Proposer shall not suffer any liens to be filed against any Authority, City of Tampa, or Hillsborough County property by reason of any work, labor, services, or materials performed at or furnished to Authority property, to Proposer, or to anyone using Authority property through or under Proposer. Nothing contained in this Agreement shall be construed as consent on the part of the Authority to subject Authority property or any part thereof to any lien or liability under any Laws.

28. NO WAIVER:

No provision of this Agreement will be deemed waived unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the Authority's consent respecting any action by Proposer shall not constitute a waiver of the requirement for obtaining the Authority's consent respecting any subsequent action.

29. PERFORMANCE:

Proposer shall be responsible for performing the work necessary to meet Authority standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work, and complying with all federal and state laws, and all ordinances and codes of the Authority relating to such work.

30. SAFETY STANDARDS:

Proposer shall be responsible for ensuring that personnel assigned to the Contract follow all established safety regulations pertaining to the work to be performed per Hillsborough County EPC, the City of Tampa and/or Authority standards.

31. RELATIONSHIP OF PARTIES:

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture between the Authority and Proposer. It is understood and agreed that nothing contained herein, nor any acts of the Authority or Proposer, shall be deemed to create any relationship other than the relationship of independent contractors and principals of their own accounts.

Neither Proposer nor its employees shall be the employees of the Authority under the meaning or application of any Laws, including but not limited to unemployment insurance or workers' compensation. Proposer shall assume all liabilities and obligations imposed by any such Laws with respect to its employees. Proposer and its employees shall have no authority to act as the agent of the Authority and shall not hold itself out as such.

32. BLANKET PURCHASE AGREEMENT:

A blanket purchase agreement will be issued by the Purchasing Department for the term of this Agreement. Proposer shall reference the blanket purchase agreement number on each invoice submitted to the Authority for payment.

33. PROPOSER'S RESPONSIBILITY:

Before submitting proposals, Proposers shall carefully examine the site of the proposed work and the various means of approach and access; make all necessary investigations to inform themselves as to all difficulties involved in the completion of all work under this Agreement in accordance with its requirements.

It will be assumed that the Proposer has made necessary review and investigation to determine conditions that may be encountered in performing the services as required by these specifications and be considered as evidence of compliance with the above. The Authority will in no case be responsible for any loss or unanticipated cost to the Proposer that may result from the Proposer's failure to do so.

34. CONTRACT:

The successful Proposer will be expected to enter a written contract (approved by the Authority's attorneys) for the performance of these services.

35. 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.

36. HOLD HARMLESS:

The Proposer agrees to indemnify, hold harmless, and defend Authority of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims whatsoever for personal injuries or property damage caused by the negligent or deliberate act or omission of the Proposer, its agents, officers, employees, and all other persons as a result of the performance of the services. This includes claims made by the employees of the Proposer against the Tampa Sports Authority and Proposer hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This shall not be construed in any way as a waiving of any immunity the Authority may have under the Doctrine of Sovereign Immunity or of 768.28, Florida Statutes.

37. DRUG FREE WORKPLACE:

Preference shall be given to businesses with drug-free workplace programs in accordance with Section 287.087, Florida Statutes. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Authority for the procurement of commodities or contractual services; a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the

award process. Established procedures for processing tie proposals will be followed if none of the tied Proposers have a drug-free workplace program.

38. DUE DILIGENCE:

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

39. TAXES:

The Authority does not pay Federal Excise and Sales Taxes or State Excise and Use Taxes. Tax Exemption Certificate will be provided upon request.

40. DISPUTES AND COMPLAINTS:

All complaints or grievances shall be in accordance with the Tampa Sports Authority policies and procedures.

41. NON-BUDGETED FUNDS:

In the event that sufficient budgeted funds are not available for a new fiscal period, the Authority shall notify the Contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the Authority.

42. ENVIRONMENTAL CONSIDERATIONS:

The Authority supports and encourages initiatives to protect and preserve our environment. The Proposer shall submit as part of any proposal the Proposer's plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Proposer shall also provide a plan for reducing and or handling of any hazardous waste generated by Respondent company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

43. PUBLIC RECORDS LAW:

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

44. PARTIAL/DUAL BID SUBMITTALS:

If approved by the Authority prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. Tampa Sports Authority reserves the right to award to one (1) or multiple vendors.

45. OTHER AGENCIES:

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

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).

46. ATTORNEY'S FEES:

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

47. BID (BOND) SECURITY:

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

may withdraw his bid and request the return of his bid security. If, at the Authority's request, the Bidder agrees to extend and maintain his/her bid beyond the specified 45 days, his/her bid security will not be returned. Bidder hereby agrees that all Bid prices are firm, fixed prices which the Authority may accept up to 45 days from Bid opening.

48. LIQUIDATED DAMAGES/SECURITY FOREITURE:

If within ten (10) days after Proposer's receipt of Notice of Award, the successful Proposer refuses or otherwise neglects to execute and deliver the required Agreement or fails to furnish the required Performance and Payment Bonds, or acceptable alternative forms of security as stipulated herein, or any required insurance certification, the amount of the Bidder's bid security (cash, check, Bid Bond, or other) may be forfeited and the award rescinded if such action is deemed to be in the best interest of Tampa Sports Authority. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of its bid security or as a defense to any action based upon the neglect or refusal to execute the required agreement or furnish the required bonds and insurance certification.

49. PERFORMANCE AND PAYMENT BOND (Alternate)

The Authority *may* require the successful Proposer to furnish and record in the official records of the County, where the project is located, a Performance and Payment Bond in an amount equal to 100% of the annual contract sum as security for the faithful performance of the Contract. Both the Performance and Payment Bonds shall be written by sureties which are licensed to do business in the State of Florida, which are currently on the approved U.S. Treasury List of Sureties, which maintain an A- rating with Best Insurance Guide and are otherwise acceptable to the Authority. The Performance and Payment Bond shall be in separate instruments and shall be delivered to the Authority not later than the date of execution of the Contract, if the Authority determines the bonds are necessary. If the bonds are not received by the Authority, no work or mobilization may proceed until both bonds are executed and delivered to the Authority. Please provide an indication of pricing for a Performance & Payment Bond, which may or may not be utilized dependent on the demonstrated reputation and financial stability of the Proposer if a bond is not determined to be necessary by the Authority the cost will not be included in the contract amount.

50. SELECTION PROCESS:

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 Selections Committee for review and further consideration.

The Selection Committee shall meet to rank each Proposer's response. The Proposal rankings shall be the result of each Selection Committee member scoring each firm against the criteria listed herein. The members shall then total the scores for each Proposer and assign a ranking based on their scoring totals. The rank order assigned by each evaluator will be recorded and an overall Committee ranking will be established. The top three (3) or four (4) ranked Proposers will be invited to present to the Selection Committee on a TBD date.

The Selection Committee will determine short-list scoring criteria; at the Committee's discretion such criteria may include a provision for credit for the written RFP responses of the Proposers. The Selection Committee will rank the short-listed Proposers on these oral presentations. The rank order assigned by each evaluator will be recorded

and an overall committee ranking will be established. The resulting rankings of the short-list presentations will constitute the Selection Committee's recommendation to the TSA Board of Directors. This recommendation shall be brought before the TSA Board of Directors for their approval in order to commence negotiations.

*Please note additional written information, internal staff analysis and presentations, outside consultants and/or any other information may be requested by the Selection Committee at any time during the selection process in order to help the committee determine the Shortlist and final ranking of firms and/or approaches. The Selection Committee may determine, as the result of additional information, that the impact of this information is significant and shall be accorded as such and may be incorporated into the Shortlist scoring and/or ranking at the discretion of the Committee. Oral presentations will be conducted on **July 6th & 7th at a TBD time.***

51. Add number EEOC/WMBE/DM/DWBE/SBE/S-DV/LGBTQ:

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

52. PROPOSAL EVALUATION CRITERIA:

The Selection Committee will review and evaluate all responses based on the information provided and other evaluation criteria set forth in this RFP. The Responses will be short-listed based on the criteria as listed in this RFP. The Committee reserves the right to request additional information and clarifications of any information submitted in response to this RFP, including any omission from the original response. All Proposers will be treated equally with regards to this item.

The following five (5) criteria and associated point values are the basic framework for the evaluation of each proposal. Therefore, as only the framework for the evaluation, it is the responsibility and incumbent upon every Proposer to provide through their proposal any/all specific information to the Selection Committee through your written proposal that demonstrates to each Committee Member your firm's ability to perform and provide satisfactory service to the TSA.

The TSA through this RFP document has provided the criteria with associated point ranges and maximums. Each evaluator, therefore, has discretion to assign points in relation to the quality of your written proposal in response to, or the addressing of, each selection of the evaluation criteria.

NOTE: Points assigned by each evaluator are important in that they form the basis for each individual evaluator's order of ranking. Points or point spreads between each firm by each evaluator are not important to the Committee as the decision or recommendation of the Selection Committee will be based on cumulative rank.

POINT SYSTEM FOR PROPOSAL RANKING WITH ASSOCIATED CRITERIA:

- A. Responsiveness to RFP 0 – 10 Points
Following proposal format, clarity of proposal, ability to Explain complex ideas.
- B. Organization of firm 0 – 10 Points
Size, structure and organization, key personnel committed to project
- C. Demonstrated Experience 0 – 30 Points
Documentation of similar projects performed, references, Government experience, financial/other resources, Environmental programs, Training/safety/quality programs.
- D. Ability To Perform/Management Plan 0 – 25 Points
Line-item budget submittal, staffing, and salary structure, turf management plan and agronomic ability to specify the specific ideas for each individual club/facility
- E. Total Financial Package 0 – 25 Points

TOTAL POSSIBLE POINTS	100 POINTS
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- F. (DME/WMBE/DM/DWBE/SBE/S-DV/LGBTQ (Maximum Bonus Points)) 5 Points

TOTAL POSSIBLE POINTS INCLUDING BONUS:	105
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Bonus Point Certification Statement	Points
The applicant firm has issued a signed letter of commitment certified that a minimum of 10% of its ultimate fees will be subcontracted to certified DM/DWBE(s), which is/are identified in the request for bonus points.	5% of maximum awardable points

The Selection Committee will determine short-list scoring criteria; at the Committee’s discretion, such criteria may include a provision for credit for the written RFP responses of the Proposers.

53. BEST AND FINAL OFFER (BAFO):

Although negotiations are not required, the Authority may request a best and final offer from one or multiple Proposers to discuss and/or negotiate with Proposers whose proposal scores fall within the competitive range. The object of negotiations is to maximize the ability to obtain the best value. The discussions will be based on the requirements and evaluation factors of the RFP and may include cost, price, and technical approach, past performance and other terms and conditions.

If the Authority requests a Best and Final Offer, after negotiations are complete Proposers will be given the opportunity to submit their best and final offer (BAFO) to the Authority making any changes they wish to make in their technical proposal and price. The BAFO shall be evaluated in the same manner as the initial offer using the same evaluation criteria in the RFP.

54. CONTRACT PRICE ADJUSTMENTS

Prices must be valid and remain the same for the first (1st) three (3) years of the contract period. Please factor in fuel, supplies and personnel adjustments when preparing your proposal.

If the contract period is extended for the additional three (3) year period, either party may propose a cost adjustment at the beginning of the contract extension period, only. Any requests for the cost adjustment for the extension period must be received in writing no less than ninety (90) days prior to the commencement of the contract extension period. The amount of any cost adjustment requested, as well as the staff's experience with the Proposer's service, will be used in the determination of any cost adjustments. Failure of the staff and Proposer to agree to any such cost adjustment shall result in termination of the contract at the end of the first contract period, or at a later date mutually agreed upon.

Request for cost adjustments must be solely for the purpose of adjusting for the Proposer's cost, not profits. The percentage change between the prevailing cost and the requested cost shall be based upon the percentage change between the Consumer Price Index for the Consumer Price Index for All Urban Consumers (CPI-U) for the South, published by the United States Department of Labor, Department of Labor Statistics that was in effect at the beginning of the initial contract period and the one in effect at the time of request for cost adjustment. The resulting pricing shall remain the same for the entirety of the renewal period.

55. SUMMARY:

Tampa Sports Authority's goal has been to become premiere Municipal Golf Courses in the southeast United States. Because of these goals and objectives, the management standards have been set extremely high but allowing management staff to perform within budgetary constraints.

It is felt that these goals and objectives are being achieved under the present system. It is of the utmost importance that these goals and objectives continue to be met under any management program, providing the best possible golfing experience for the residents and visitors to the Tampa Sports Authorities Golf facilities.

The contents of this proposal submitted by the successful contracting firm and this request for proposals will become a part of any contract award as a result of these specifications. The successful Proposer or firm will be expected to sign a contract with Tampa Sports Authority.

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

Florida Statutory Requirements:	\$500,000 Limit Each Accident
	\$500,000 Limit Disease Aggregate
	\$500,000 Limit Disease Each Employee

Should the Licensee have reason to believe they are exempt or have questions related to Workers' Compensation Liability Insurance, they should visit the State of Florida's Division of Workers' Compensation website at:

<https://www.myfloridacfo.com/Division/wc/employer/Exemptions/default.htm>.

If the Licensee is eligible for an exemption, it must be applied for at address above. A copy of the Certificate must also be provided to the Authority.

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

Bodily Injury, Personal Injury, & Property Damage Liability:

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

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

Bodily Injury, Personal Injury & Property Damage Liability:

\$1,000,000	Combined Single Limit Each Occurrence
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3. **Automobile Liability Insurance** shall be maintained by the Licensee as to the Ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles to be used for the engagement with limits of not less than:

Bodily Injury & Property Damage Liability:

\$1,000,000	Combined Single Limit Each Occurrence
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GENERAL TERMS, CONDITIONS, & INFORMATION ACKNOWLEDGMENT

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

Bidder/Proposer Signature

Date: _____

GOLF COURSE BACKGROUND HISTORY & DESCRIPTIONS

**BABE ZAHARIAS GOLF COURSE
11412 FOREST HILLS DRIVE
TAMPA, FL 33614**

Golf Course Description

Built/Open: 1926, 1974, 2004
 Architect: J. Franklin Meehan, Ron Garl, TSA Staff
 Par: 70
 Length: 6,020 Yards from Back Tee

Turf Type

Greens: Tif-Dwarf Bermuda
 Tees: 419 Bermuda
 Fairways/Rough: 419/Common/Bahia (to be discussed)

Overseed

Greens: Poa Trivialis
 Tees: Perennial Rye
 Fairways/Rough: Fairway's only – Perennial Ryegrass
 Clubhouse Area: Perennial Ryegrass

<u>Particulars</u>	<u>Measurements</u>	<u>Approx. Sq.Ft./Acres</u>
Putting Surfaces	19 Greens	100,000 Sq.Ft.
Tee Surfaces		175,000 Sq.Ft.
Fairways	18	30 Acres
Bermuda Rough		20 Acres
Other Rough Under Irrigation		25 Acres
Aquatics		15 Acres
Sand Bunkers	33	No sq. footage
City Owned Lots to be Mowed 22 times/year		10 Acres

Irrigation System (Babe Zaharias):

Toro Osmac Controller System 15 Satellites
 Pump Station: 2-75HP, Turbine Pumps in 10" Wells
 Irrigation Source: Wells with 5 million/month
 SWFWMD permit

HISTORY OF BABE ZAHARIAS

In 1926 the golf course that is now affectionately known as "The Babe" was opened in northwest Tampa as Forest Hills Golf and Country Club. There were riding stables located on the south end of the property and a magnificent two-story clubhouse that included a ballroom. The original course layout had only 10 homes scattered around it. Unlike today the golf course meanders its way through a tree lined neighborhood bordered in many cases with

homes and roads on both sides of the fairway.

In 1949 Mildred Ella "Babe" Didrikson Zaharias purchased the golf course. It's been said that "Babe" actually lived on the second floor of the clubhouse. In 1954 Babe moved into a residence not far from the present clubhouse location. In September of 1956 "Babe" died of cancer in a hospital in Galveston, Texas. Following "Babe's" death the golf course closed. In 1962 the once magnificent clubhouse burned. A contractor from Miami either purchased or wanted to purchase the golf course with the intent of building apartments and condos on golf course property. Fortunately, the City of Tampa did not approve the zoning. It then became overgrown and a haven for motorcycle riders. Since that time the property has been re-zoned for use as a park or other recreational use.

Keeping "Babe's" name, the City of Tampa re-opened the golf course as Babe Zaharias in 1974. Now some 30 years later, "The Babe" has had a makeover. All 18 greens were re-built, and a new irrigation system has been installed. The work was completed on November 19, 2004. Other minor changes to sand traps and tees were also made. With these changes our goal was to continue to offer a golf course that is challenging for all levels of play and still remain the user-friendly course many of you have grown to know and love.

End of Babe Zaharias Description

**ROCKY POINT GOLF COURSE
4151 DANA SHORES DRIVE
TAMPA, FL 33634**

Golf Course Description

Built/Open 1911, 1983, 2015
 Architect F. G. Ford, Ron Garl, TSA staff
 Par 71
 Length 6,328 Yards from Back Tee

Turf Type

Greens Tif-Eagle Bermuda
 Tees Celebration Bermuda
 Fairways/Rough 419/Common

Overseed

Greens N/A
 Tees Perennial Rye
 Fairways/Rough Fairway's only – Perennial Ryegrass (to be discussed)
 Clubhouse Area Perennial Ryegrass

<u>Particulars</u>	<u>Measurements:</u>	<u>Approx. Sq.Ft./Acres</u>
Putting Surfaces	19 Greens	108,000 Sq.Ft.
Tee Surfaces		174,000 Sq.Ft.
Fairways	18	35 Acres
Bermuda Rough		25 Acres
Other Rough Under Irrigation		13 Acres
Aquatics		10 Acres
Sand Bunkers	39	No sq. footage

Irrigation System (Rocky Point):

Toro Osmac Controller System 15 Satellites
 Pump Station PSI, Re-Fab, Skid Mount, 2-75HP,
 1 – 7.5 HP Jockey
 Irrigation Source Surface water - lake and canal fed, well water

HISTORY OF ROCKY POINT

1911 the Tampa Automobile Club opened for business, making it one of the first golf courses in Florida. In 1942 the club was closed down because of World War II.

The Federal Government turned the club into a part of Drew Field. Barracks were built to hold prisoners of war. In 1953 the Government turned the property over to the City of Tampa for a \$1.

Consequently, the City of Tampa leased the course to J.S. Curly Hartman for 25 years. Curly and his wife, Merle was from Mason City, Iowa. Rocky Point Golf Course reopened in June of 1954. Merle took over operations when Curly passed in 1957. In December of 1963 a third nine was added.

In 1978, after the lease expired the City of Tampa turned over operations to the Tampa Sports Authority.

In December of 1981, Mayor Bob Martinez leased 40+ acres of Rocky Point Golf Course to Critikon Corporation for 99 years in return for a \$1.2 million dollar redesign. This included the return from 27 holes to 18 holes. The course reopened on March 5, 1983. The new clubhouse was built and opened in July, 1993.

Mayor Bob Buckhorn approved a \$740,000 renovation of Rocky Point Golf Course which was completed in 2015. This renovation included upgrading the putting surfaces to USGA specifications with Tif-Eagle Bermuda. All 19 of the green complexes were re-designed, re-contoured and re-grassed with Celebration Bermuda. Each greenside bunker was re-designed, along with adding new sand. Each of the tee-boxes was re-grassed with Celebration Bermuda. Other upgrades included rebuilding of several golf cart crossing bridges, a seawall was added to hole #6 green, several drainage projects, greenside irrigation, landscaping and driving range improvements.

End of Rocky Point Description

**ROGERS PARK GOLF COURSE
7910 N. WILLIE BLACK DRIVE
TAMPA, FL 33610**

Golf Course Description

Built/Open	1952, 1976, 2000
Architect	Willie Black, Ron Garl, TSA Staff
Par	72
Length	6,802 Yards from Back Tee

Turf Type

Greens	Tif-Dwarf
Tees	419/Common
Fairways/Rough	419/Common

Overseed

Greens	Poa Trivialis
Tees	Perennial Rye
Fairways/Rough	Fairway's only – Perennial Ryegrass (to be discussed)

<u>Particulars</u>	<u>Measurements</u>	<u>Approx. Sq.Ft./Acres</u>
Putting Surfaces	21 Greens	130,000 Sq.Ft.
Tee Surfaces	70 Tees	130,000 Sq.Ft.
Fairways	18	50 Acres
Bermuda Rough		48 Acres
Other Rough Under Irrigation		22 Acres
St. Augustine Lawn		.5 Acres
Aquatics	8	14 Acres
Sand Bunkers	38	

Irrigation System (Rogers Park):

Toro Osmac Controller System	10 Satellites
Pump Station	
Irrigation Source	Well Water

HISTORY OF ROGERS PARK

During the days of segregation Rogers Park was the only picnic area for the African American community in Tampa. The park took the name of its contributor, G.D. Rogers. After church on Sundays many families came to enjoy the swings, slides, baseball diamond, and picnic area. Mayor Curtis Hixon gave permission to a group of caddies from Palma Ceia CC to build a nine-hole golf course. The first Head Golf Professional, Willie Black directed his group of volunteers. All tree removal and shaping were done by hand. Upon its completion in 1952

the Rogers Park Golf Club was born.

In 1976 the City of Tampa gave management rights to the newly formed Tampa Sports Authority. A \$400,000 renovation project began with Ron Garl as the designer. An irrigation system was installed as well as expanding to another city owned property across the street.

In 2000 the Tampa Sports Authority renovated again. This time a \$4 million dollar renovation was needed. The irrigation system was replaced; the greens were rebuilt to USGA specifications. A lot of other landscaping and reshaping of holes was added to enhance the character of Rogers Park Golf Course.

In 2001 a new maintenance compound was completed, and in 2002 a new clubhouse was built. The care and maintenance of First Tee landscaping should be included in the Proposer's plan. Included are fertilization, pesticide.

End of Rogers Park Description

Note: There is a three (3) hole practice area with three (3) small tees and three (3) small greens with adjoining fairways and bunkers. All these areas will be maintained in the same manner as the greens, tees, fairways, and bunkers as outlined in the following minimum maintenance specifications. **BE ADVISED:** There is a possibility that the short course could expand to 9 holes (rendering attached). The grow in phase of the expansion could be in place at the time of contract execution. The contractor will be responsible for completing this project.

Please note that all measurements are provided as an estimate of the acreages and information that is provided should be verified by all Proposers. The information was provided by the current golf course superintendents and may be rounded off accordingly.

SCOPE OF WORK

Tampa Sports Authority (TSA) will receive proposals from firms having specific experience and qualifications in the area identified in the Request for Proposals. For consideration, proposals for the project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed service. Tampa Sports Authority operates and manages three (3) 18 hole, daily-fee public golf facilities owned by the City of Tampa.

Areas of maintenance include, but are not limited to greens, tees, approaches, collars, fairways, roughs, sand bunkers, cart paths, driving range tee, practice areas, lakes, water hazards, course facility's grounds, clubhouse grounds and along roadways. Inclusive of this contract is the maintenance of the turf, shrubs, plants, and trees.

Propose and execute corrective actions to bring sub-standard areas of the golf course up to the standards reflected in this document within a reasonable time agreed upon between contractor and TSA representative. However, any area requiring more than 12 months from the date of the award will need to be mentioned in the Proposer's submittal.

Contractor will furnish all labor and supervision to professionally maintain and improve upon the existing golf courses in accordance with the specifications listed in this RFP. This work force will include a trained and experienced Golf Course Superintendent stationed at the course full-time.

Perform all normal functions which are essential to providing quality playing conditions, e.g., greens mowing, cup changing, moving tee markers, grooming, etc.

Develop and perform necessary turf management programs to maintain and improve playing conditions.

Contractor is responsible at its own costs for both materials and labor for the immediate repair of any damage to TSA property that is caused by the Contractor. Repairs will be made in a manner which restores the damaged area/facility to this original condition or better.

Contractor is required to regularly evaluate the course and make recommendations for capital improvements. The TSA, at its option, can acquire additional services from the contractor to make needed improvements. This recommendation must be submitted in writing on or before March 1st of each year, so funds can be budgeted for the following fiscal year.

1. SUPERVISION:

Supervision shall be maintained over Contractor's working personnel at the Golf Course. Maintenance activities shall be coordinated with the TSA's representative; Contractor will make work assignments necessary to meet the direction provided by the TSA's representative; Contractor shall make seasonal or other required adjustments.

Contractor shall ensure that its employees maintain a neat and orderly personal appearance in keeping with the TSA's image. All employees shall be neatly always attired in a manner that will reflect credit to both the Contractor and the TSA.

- a. Contractor will provide an on-site Supervisor seven days a week during normal working hours to oversee the workforce.
- b. On event/tournament days, a supervisor will be required to be on hand to ensure that all the work is complete and that the course is set up for event/tournament play. i.e., greens mowed, bunkers raked, double mowing and rolling of greens, etc.

2. PROFESSIONAL EXPERTISE:

- a. To obtain maximum performance the Contractor shall supplement the trained maintenance personnel with professional turf consultants, entomologist, certified golf course superintendents, plant biologist, and such other professional specialists as are necessary. These personnel shall be hired at the expense of the Contractor.
- b. The TSA reserves the right to perform the final interview of the Superintendent prior to hire.
- c. The Contractor hereby certifies that the Golf Course Superintendent assigned will have the educational background necessary to provide ongoing maintenance programs which shall fulfill the terms and conditions of this agreement. The Contractor's Superintendent must have at least three (3) years proven experience in Golf Course maintenance management in warm season turf grass environments. The Superintendent must have outstanding housekeeping skills and excellent time management skills. The Superintendent must also understand the job and the necessary times to fulfill the duties set forth in the RFP. The Superintendent must have the experience and background to manage a crew necessary to perform the duties as set forth in this RFP.
- d. In particular, Contractor shall retain personnel approved as a pesticide applicator licensed by the Department of Agriculture and Consumer Services. Application of such pesticides on the premises of the Tampa Sports Authority shall be performed by or under the supervision of such licensed pesticide applicators. Applications must follow label, guidelines, directions, and restrictions.
- e. The Contractor shall retain personnel approved as an experienced golf course equipment mechanic at each of the three properties to perform preventative maintenance, performance checks and repairs.

3. PROFFESIONAL TURF CONSULTANT:

The TSA reserves the right to contract with a Professional Turf Consultant to evaluate the maintenance practices and agronomics. This may be to ensure that the Contractor is following all the technical programs set forth in the agreement. This turf consultant does not need to be approved by the Contractor and information provided by this consultant may/can be used to formulate a report or list of items that may be less than desired by the TSA.

4. PERSONNEL:

- a. The Contractor shall employ qualified personnel skilled in the performance of the golf course maintenance.
- b. Contractor shall indoctrinate and train all employees in the schedules, philosophies, and public relations concerns of the TSA. Contractor's personnel shall conduct all work operations and dealing with the public in a courteous manner. Each employee shall be trained in the proper method of cleaning, handling and operation of golf course maintenance equipment and supplies.

- c. Uniform (style) selections must be approved by the TSA. All employees must be properly uniformed while at the golf course. Such uniforms shall identify employees as the employees of the Contractor and Name, Identification on uniform.
- d. The Contractor shall always maintain enough personnel to accomplish, on schedule, all work under this contract. The Contractor shall supply the TSA representative a listing of personnel with positions and man hours required per week per individual.
- e. At all times during the length of the contract, the Contractor shall provide a trained and experienced Golf Course Superintendent at each course.

5. WORK HOURS:

- a. The schedule of work hours for accomplishment of maintenance services shall conform to the requirements of the TSA. The schedule of work hours must have the approval of the TSA's representative.
- b. The Contractors shall furnish advance weekly work schedules to the TSA's representative one week prior to performing its maintenance work. Such advance work schedules shall contain a blank space for the TSA's representative to approve of such a schedule in the event it is acceptable. In addition, Contractor shall also furnish an advance monthly master scheduling plan setting forth the proposed work schedule for the upcoming month to the TSA's representative.
- c. The working schedule shall be rotated so the appropriate amount of crew members will be on duty 7 days a week, regardless of weekends and Holidays. Actual procedures shall be coordinated with the TSA's representative. Schedules shall include the number and names of the Contractor's personnel who will be working.
- d. There will be no reduction of work schedule to avoid overtime for time out because of holidays, etc.
- e. Contractor will submit a monthly employee roster with titles. Contractor will also submit a monthly schedule of employees (Same as above) along with the actual Man-Hours worked during that period.

Note: To avoid any misunderstanding between the TSA and Contractor, this agreement will be based on man hours worked. Man-Hours lost from employees being sick or short of staff that results in overtime added or hiring of temporary personnel to perform necessary work lost is not the responsibility of TSA.

- f. In the event of a natural disaster, the TSA may issue written authorization to the Contractor to allow overtime as approved by the TSA to repair the golf course. This overtime expense will be at the TSA's expense.

6. MINIMUM MAINTENANCE STANDARDS:

These specifications are meant to indicate minimum practices necessary for the proper maintenance of the golf course in conditions specified herein, but nothing in these specifications shall be interpreted to limit the responsibility of the maintenance firm to meet the intent and quality specified.

A. GREENS AND PUTTING GREENS

1. Mowing – mowed daily ranging .125 - .150 based on grass variety (Tif-Eagle or Tifdwarf) depending on weather and time of year; varying mowing directions each time greens are mowed. The TSA Representative must be notified in a timely manner for approval if this schedule would change.
2. Change cup locations daily, according to written rotation program. This program must be approved by TSA representative.
3. Repair ball marks, divots, or any other damaged turf on all greens and practice putting greens at least three times weekly.
4. Aerify all greens and practice putting greens a minimum of three (3) times each summer. This will be done with Toro ProCare or approved equal device which places holes on two (2) inch centers and a minimum of two (2) inches deep. One aerification per year (or as needed) will be performed by utilizing a deep tine aerifier penetrating a minimum of six inches. Each TSA course will have a separate turf management program that will outline the specific recommendations that Contractor is proposing taking BMP under consideration. Any deviations +/- should be outlined on the agronomic plan and an explanation provided to the Selection Committee as to why these deviations are being recommended.
5. Top dress all greens and practice putting greens after aerification and additionally as needed to maintain a smooth putting surface. A top-dressing application rate of 0.6 to 1.0 cubic yards of material per 1,000 square feet is required. A representative sample of the existing soil material of the greens shall be submitted to a reputable physical soil testing laboratory to determine the specific characteristics of the dressing material to be used. Top dressing should occur every two to three weeks during the summer growing season and during the winter. Each TSA course will have a separate turf management program that will outline the specific recommendations that Contractor is proposing. Any deviations +/- should be outlined on the agronomic plan and an explanation provided to the Selection Committee as to why these deviations are being recommended.
6. Light vertical mowing of all greens and practice putting greens shall be performed every seven to ten days from May to September to control mat and thatch build-up and stimulate optimum turf growth. Heavy vertical cutting should be done twice in conjunction with the first and second core aerification operations to control thatch accumulation.
7. Spiking of all greens and practice greens shall be performed as needed between aerifications to maintain proper water infiltration.
8. Fertilization: The greens' fertilization program should be based on bi-annual spring and fall chemical soil analysis results to determine specific requirements. Only fertilizer specifically formulated for putting shall be applied. BMPs for turf fertilization should be considered and a part of each Proposer's plan.

9. Fungicide: All greens and practice greens shall have appropriate fungicide applications made when environmental conditions favor disease development. BMPs for turf fungicides should be considered and a part of each Proposer's plan.
10. Pre-emergent herbicide chemicals: Shall be used in the appropriate amounts and appropriate times to prevent intrusion into the greens of weeds difficult to eradicate such as, *Poa annua*, tropical signal grass, goosegrass, crabgrass, etc. A list of proposed pre-emergents should be included in the agronomic plan. BMPs for pre-emergents pesticides should be considered and a part of each Proposer's plan.
11. Weed Control: All greens and practice greens shall be maintained free of foreign grasses and weeds, such as common Bermuda, nutsedge, and other foreign grasses, even if it is necessary to remove them by hand. BMPs for weed control should be considered and a part of each Proposer's plan.
12. Insecticide: All greens and practice greens shall be treated as required to control insect activity and prevent damage to the turf. Nematode assays shall be reported 3x per year. BMPs for insecticides should be considered and a part of each Proposer's plan.

Based on nematode assay reports, select areas may require Curfew fumigation. It will be up to the contractor to analyze the test results and make recommendations to the Authority on when and where the fumigation should take place. The Contractor must have a thorough knowledge of how to prepare for the fumigation and post fumigation practices. The cost for this fumigation will be the responsibility of the Contractor and must be considered in the budget plan.

13. Over seeding: All tiftwarf greens shall be over seeded each Fall with *Poa Trivialis*. A soil temperature range of 72 – 74 degrees Fahrenheit is best suited for over seeding. About thirty days prior to over seeding all nitrogen fertilization shall be discontinued. A seeding rate of 12 pounds per 1000 square feet should be applied, followed by a top dressing, and dragging operation. An outline of the proposed overseeding plan should be included as part of the Proposers submittal and allow for supplemental seeding should the need arise. Variations of overseeding varieties may change from time to time. One (1) course may decide not to overseed at all. This decision will be discussed between the TSA Representative and the Project Manager well in advance of the overseeding period. Any deviations in cost will be discussed with the selected vendor if and/or when this should arise. Based on the Authority's decision not to overseed tiftwarf greens, BMPs along with pigment applications must be included in the agronomic plan.

B. ALL AREAS USED FOR TEE SURFACE (419 Bermuda or Celebration Bermuda):

1. Mowing: All tees shall be mowed to a height ranging from 3/8" to 1/2"; no less than three (3) times per week at an interval not to exceed three (3) days. The TSA Representative must be notified in a timely manner for approval if this schedule would change.
2. Top dressing: All tees shall be top dressed a minimum of three (3) times each summer with daily divot repair, particularly on all par 3 tees and both driving range tees.

3. Seeding: All tee areas shall be overseeded each fall at a rate of not less than 15 pounds per 1,000 square feet from November to April. Seed used shall be a Perennial Ryegrass based material. Re-seeding will be required based on play patterns, particularly on par 3's at a rate of 5 pounds per 1000 sq ft.
4. Set-up: Tee markers shall be moved daily year-round and according to a rotation program approved by the TSA's Representative. Litter containers shall be emptied daily. Ball washers shall be filled as needed and supplied with clean towels. Ball washers are to be thoroughly cleaned at least once per week.
5. Weed Control: Tees shall be kept weed-free an extent of at least 98% of the area by the proper application of approved herbicides. BMPs for weed control should be considered and a part of each Proposer's plan.
6. Vertical mowing: All tees shall be vertically mowed at least twice each summer in conjunction with core aerification.
7. Aerification: All tees shall be core aerified a minimum of two (2) times each summer using the same procedure as outlined for greens in the previous section, using a ProCore or similar device using 3" spacing.
8. Fertilization: All tees shall be fertilized at a minimum rate of 12 – 14 pounds of nitrogen per 1,000 square feet on an annual basis. Bi-annual (Spring and Fall) soil analysis shall be utilized to determine other specific nutritional requirements. BMPs for turf fertilization should be considered and a part of each Proposer's plan.
9. Insecticide: All tees shall be treated as required to control insect activity and prevent damage to the turf. BMPs for insecticides should be considered and a part of each Proposer's plan.

C. FAIRWAYS AND ROUGHS - All Areas of Play except Greens, Tees, and Natural Growth Areas:

1. Mowing: All fairways shall be mowed three times per week between $\frac{1}{2}$ " to $\frac{3}{4}$ " during the active growing season and as needed for the balance of the year. The TSA Representative must be notified in a timely manner for approval if this schedule would change.
2. Aerification: All fairways and roughs shall be aerified a minimum of two (2) times per summer. Aerification holes shall not exceed a spacing of six (6) inches on center with an ID of $\frac{5}{8}$ " and a minimum penetration of two (2") inches. For any areas through the golf course where there is heavy traffic and wear patterns are very concentrated, such as exit and entrance points of cart paths, two or three supplemental core aerifications should be conducted annually during the growing season with a (or approved equal) aerifier.
3. Fertilization: All fairways and roughs shall be fertilized as needed during the year at a minimum rate of 6-8 pounds of nitrogen per 1,000 square feet on an annual basis. Soil analysis results (Spring and Fall) and BMPs shall be used to determine other nutritional requirements. BMPs for turf fertilization should be considered and a part of each Proposer's plan.

4. Vertical mowing: All fairways and roughs will be severely vertically mowed as necessary to control mat or thatch build-up at least yearly.
5. Weed control: Fairways and roughs -irrigated shall be kept weed-free to an extent of at least 95% of the area by the proper application of approved herbicides. BMPs for weed control should be considered and a part of each Proposer's plan.
6. Insecticide: All fairways and roughs shall be treated as required to control insect activity and prevent damage to the turf. BMPs for insecticide should be considered and a part of each Proposer's plan.
7. Overseeding of fairways shall be done each Fall at a rate of not less than 300 pounds per acre from November to April. Seed used shall be a Perennial Ryegrass based material. There may be one (1) course that will not overseed fairways. This decision will be discussed between the TSA Representative and the Project Manager well in advance of the overseeding period. Pigments.

Each TSA course should have a separate turf management program provided by each company that will outline the specific recommendations that Contractor is proposing. Any deviations +/- should be outlined on the agronomic plan and an explanation provided to the Selection Committee as to why these deviations are being recommended.

TSA has eliminated the use of MSMA The use of all Restricted Use Pesticides must be approved by the TSA Representative before application. RUP notification must come from the Contractor in writing. Additional restrictions may be required, and Proposers should have an alternate plan of pest management in its programs. If any additional changes or restrictions are placed by regulatory agencies or governing bodies, it will be up to the Contractor to comply with these changes.

D. ROUGHS (NON-BERMUDA):

All areas are to be maintained at a maximum height of 1.5-2" and mowed frequently enough to deliver these standards.

E. LANDSCAPE AREAS:

All areas within perimeter of operations planted with ornamental plants, not intended for golf play, and having a definable border including all buildings (clubhouses, maintenance compounds, parking lots, rest areas, First Tee building – Rogers Park, lawns, practice areas, all signage)
Note: Over the course of the Contract, golf course landscaping may change.

F. EDGING, TRIMMING AND MOWING:

(St. Augustine) – Mow turf at a frequency to prevent the grass from reaching a height of 3-1/2". No more than 1/2" of the top growth should be removed with any mowing. Mowing should be accomplished with a rotary mower. Areas unable to be reached with the mower should be trimmed with a string trimmer at the same height as the mowing height. Edging of asphalt and concrete surfaces should be performed as needed with each mowing service. Bed edges shall be edged as needed with every other mowing service. All clippings and debris shall be blown from asphalt and concrete surfaces after each mowing service. Where Bermuda grass is the primary

grass around the clubhouse, it shall be maintained to the same frequency of mowing that a green slope would endure.

G. FERTILIZATION AND PEST CONTROL:

(St. Augustine) – Fertilize turf to deliver 4 lbs. of nitrogen per 1,000 square feet a minimum of four times during the year. Apply appropriate pesticides to prevent insect damage and weed intrusion.

H. MULCH:

Mulch will be applied in all landscape bed areas once per year approximately 2” inches in depth. The type and color of mulch must be approved by the TSA’s Representative. Landscape beds will be defined during scheduled individual course walk thru.

I. ANNUAL PLANTING:

Annual plants will be planted three times per year once in the Fall (Nov. – Dec.) and in the Spring (April – May) approximately four (4) plants per square foot. In addition, a perennial plant may be used in the summer months (July – Oct) in lieu of the annual plants if TSA representative desires such. These plants will be installed at the front entrance and around the clubhouse area. Annual plants must be approved by the TSA representative for species and color mix approval and measures taken (including soil preparation) to ensure good color throughout the seasons. Annual locations will be defined during scheduled individual course walk thru.

J. CLEAN-UP:

All areas including clubhouse and parking lot shall be maintained free of trash and debris such as paper, drinking cans, bottles, fallen limbs, leaves and moss. Blow off parking lots and buildings, and around wheel stops for parking lots.

K. WEED CONTROL:

All areas shall be maintained free of weed grass whether by mechanical or chemical means.

L. TRIMMING:

The plant material (Trees, shrubbery, and ground covering) shall be trimmed as necessary for protection from wind, insect damage and for appearance. TSA will provide a lift so all trees and high plants can be trimmed at a height of 20 feet or less.

M. REMOVE AND REPLACEMENT:

The plant material damaged by negligence of Contractor (trees, sod, shrubbery, annual plant material and ground covering) shall be replaced as necessary to maintain a pleasing display to the public.

TREES – All trees within the perimeter of operations:

1. Staking: All trees shall be staked as necessary to protect and establish sufficient size to stand unassisted.
2. Pruning: All trees less than 15 feet in height shall be staked as necessary for protection from wind and pests as well as for appearance. TSA will provide a lift that can be used to prune trees/limbs up to 20 feet in height. Pruning of trees/limbs above 20 feet in height shall be performed under a separate agreement. Contractor will provide staff to operate the lift.
3. Irrigation: All trees shall be watered to provide adequate moisture for proper growth.
4. Mowing: Mechanical removal of grass shall not be accomplished within one foot of tree trunks.
5. Removal and Replacement: In consultation with VP of Golf Operations all damaged trees shall be removed and replaced by the Contractor within fourteen (14) days unless determined differently by the TSA. TSA is responsible for cost of new trees.

N. IRRIGATION – All equipment required to irrigate all areas of the golf course

1. Repair or replace all heads, valves, controllers, wiring and pipe downstream of the pressure regulating devices as needed to maintain the proper operation of the entire golf course irrigation system (including greens, tees, fairways, planters, flower beds, roughs, etc.) on an on-going basis.
2. The irrigation pumps shall be serviced and maintained along with a preventative maintenance service performed twice a year (April and October) by the TSA. All costs associated with operations and maintenance of irrigation pumps will be the responsibility of the TSA. Contractor should notify TSA as soon as possible when something goes wrong with pumping station.
3. Contractor will include in their budget for each year of the contract a Miscellaneous Equipment and Supplies Line-Item of \$10,000.00 for irrigation equipment and supplies to perform necessary repairs, however, labor is not to be included in these repairs. Contractor will supply a report detailing the area of repair, supplies needed and who performed the repair. Any purchases over \$200.00 must be pre-approved by the TSA's Representative. At the end of the budget year, any un-used monies will be credited back to the TSA and any increase will be charged back to the TSA. If there is an overage, an invoice must be submitted on or before the 10th of October. If the invoice is not received on or before that date, the TSA will not be responsible for any overage.

O. IRRIGATION PRACTICE:

Contractor must follow all agency permit requirements mandated by the Southwest Florida Water Management District and all other regulatory agencies having jurisdiction.

This includes but is not limited to:

Recording gallonage of discharge from irrigation lake to course.

Providing copy of all regulatory forms required with consumptive use permit.

Meter reading and record keeping to comply with permit.

P. STORMWATER:

All stormwater collection areas must be maintained and kept free of garbage and debris.

Q. EDGING:

Edging of trees, sprinklers, valve boxes, tee signage, area meter boxes, backflow preventer, etc., shall be done as needed to ensure that there is not obstruction of play from growth around these items.

The Contractor will be responsible for the care and upkeep of owner supplied golf course accessories: benches, ball washers and tee signs. The contractor will be responsible for purchasing and maintain an adequate supply of rakes, flags, cups, ropes/stakes, yardage markers, out of bounds stakes, and tee markers. The TSA Representative has the right to determine the quality of these items.

R. SAND BUNKERS:

All sand bunkers shall be raked and edged as necessary to maintain a neat and orderly appearance. Sand bunkers will be raked daily throughout the year. Waste areas will be raked twice per week year-round. In the event of a heavy rainstorm, it may be necessary for Contractor to perform additional work to the bunkers to restore them for play. This will be part of the normal maintenance contract and not an extra billable item.

S. CONSTRUCTION AND REMODELING:

Any change in the physical characteristics of any area of the golf course such as the addition or removal of bunkers, addition, or removal of any hazards (Water, trees, or native vegetation), involving movement of soil exceeding 20 cubic yards in any single area, or the modification of any portion of the golf course or the buildings will be at the expense of the TSA.

T. TRASH AND DEBRIS REMOVAL:

Trash and debris removal will be at the Contractor's expense. The Contractor will take special care to ensure minimal problems for refuse odors, insects, etc. Organic dumpsters should be provided for by Contractor at the maintenance facility and dumped at Contractor's expense. No stockpiling of debris will be allowed. All areas will be cleaned prior to Contractor taking over. Natural debris is to be removed in a timely manner.

U. LAKE MAINTENANCE:

The Contractor will be responsible for aquatic maintenance of all lakes. The Contractor will be responsible for all bridge repair and maintenance to keep bridges in a safe manner and in good appearance. Whenever possible, all Brazilian peppers and other invasive plant species shall be removed chemically or mechanically. The TSA Representative shall be kept informed of these eradications.

V. UTILITIES:

The Contractor will pay for utilities such as water, phone and electric to run the maintenance facility. TSA will be responsible for any or all TECO costs occurring from the operation of the irrigation pumps.

HURRICANES: In the event of a named storm impacting the playability of any golf course, the TSA Representative and the Contractor will meet to discuss the clean-up plan. This may include capital improvements and the use of other governmental agency support.

W. VIOLATIONS:

All improper applications of pest control, fertilizer, herbicide, insecticide and/or fungicide that causes a violation is the sole responsibility of the Contractor and its personnel.

7. GOLF COURSE MAINTENANCE EQUIPMENT:

It is the desire of TSA to provide the current inventory of the equipment to the Contractor for the Contractor's use during the term of this agreement. In addition, TSA understands that some of the equipment has been utilized beyond its useful life and carries little value, however proper disposal records must be kept and any items that are listed must be disposed of according to TSA guidelines. It will be up to the contractors to supplement the equipment at the golf course by whatever means are necessary to perform the functions set forth in the RFP. Buying or providing used or outdated equipment will not be a reason to not perform up to the standards as outlined in the RFP or subsequent contract. If Contractor provides new or refurbished equipment, it shall be available to the TSA at the termination of this agreement at the discretion of the TSA. Fair market value will be determined by:

- Hiring of an independent appraiser
- Obtaining a value of the equipment
- TSA determining if this is in their best interest

The equipment buy back option is in no way an obligation to purchase the equipment that the Contractor has provided, however it may be something that the TSA would consider at the termination of the agreement.

To avoid equipment breakdowns, hydraulic leaks, poor quality of cut and to perform the proper care and maintenance of the golf courses, it is the Contractor's responsibility to maintain all equipment to industry standards.

8. EMERGENCY MAINTENANCE:

In the event that the Authority at any time determines that any portion of the golf course is in immediate jeopardy of sustaining some type of serious harm due to a maintenance failure on the part of the Contractor, the Authority may utilize its own work force or outside interests to perform such tasks as are necessary to prevent serious harm from taking place.

The cost of such preventative maintenance incurred by the Authority shall be itemized by the Authority and submitted to the Contractor and offset against any future monies owed to the Contractor under this agreement. In the event the itemized costs exceed future monies owed to the Contractor, such overage shall be due and owed by the Contractor to the Authority.

9. CONTRACTOR REPRESENTATIVE:

Contractor shall designate a Project Manager who shall be responsible for the Contractor's overall performance hereunder, and who will, on request of the TSA representative, report any noteworthy, highlighted activities/problems/solutions to the TSA and/or TSA's representative. This individual will be required to be on the premises at least three (3) days per month.

10. TSA REPRESENTATIVE:

The TSA will designate, in writing, an individual to serve as its representative to monitor the contractor's method of operation. This representative will be direct liaison between the TSA and Contractor. The TSA Representative may conduct monthly inspections of the site, including but not limited to hole-by-hole and following up by a written recommendation of areas that need improvement. It will act as a scorecard for the Contractor and TSA Representative and will necessitate a plan of action if any area of the operation fails to hold a score equal to or greater than the prior month's scorecard. All areas falling short of the required level will have a written plan of action that is acceptable to the TSA Representative and failure to do so may be a breach of the contractual agreement.

11. EVALUATION OF OPERATION:

At the end of the first ninety (90) days hereof, the Contractor shall submit a formal report to the TSA's representative outlining recommendations which will improve the golf courses and all grounds of the facility.

12. EMPLOYEE IDENTIFICATION:

The Contractor shall make identification available upon request. Contractor and its employees shall dress in a professional manner compliant with the Authority and OSHA safety standards. Contractor and its employees shall dress in a manner representative of the Contractor's organization. The Contractor's employees shall not dress in a manner representative of the Authority or department where work is being performed. The Authority reserves the right to approve all uniforms.

13. NON-PERFORMANCE:

- a. Contractor shall have a 30-day grace period at the beginning of this Agreement to work with the TSA Representative to gain a thorough understanding of the requirements.
- b. After the initial 30-day period, deficiencies not resolved within two business days will be detailed by the TSA Representative Operations and forwarded in a vendor complaint report to the Purchasing Department. The Purchasing Department will notify Contractor in writing of all vendor complaints. Contractor shall reply to the Purchasing Department within five business days with their response and corrective action proposal including time frame of completion. The TSA Representative will inspect corrective services on the completion date and advise the Purchasing Department by email if the work has been satisfactorily corrected or detail of any remaining deficiencies.

- c. If deficiencies are not resolved satisfactorily after filing a vendor complaint report, the Purchasing Department will conduct a meeting with the Contractor and the TSA Representative, to assess the issues and develop a strategy for resolution. Meetings will be documented in writing.
- d. If Contractor fails to correct deficiencies identified in a vendor complaint report, the Authority may recover the cost incurred to have the work performed by another source. The Purchasing Department will notify Contractor with 48 hours' notice of the intent to have the services performed by another source to allow Contractor an opportunity to correct the deficiency to the satisfaction. All costs for services performed by another source will be deducted from Contractor's next invoice.
- e. In the event Contractor has two or more uncorrected deficiencies in any 30-day period, the Authority may terminate this Agreement with cause and Contractor may be removed from the Authority's bidder's list for up to a two-year period.
- f. In the event Contractor has four or more uncorrected deficiencies in any six-month period, the Authority may terminate this Agreement with cause.

14. INVOICING AND PAYMENT:

Contractor shall invoice the Authority monthly. Please indicate in the pricing document. The Contractor shall be paid upon submission of properly certified invoices to the TSA Representative at the prices stipulated on the contract

The Tampa Sports Authority prefers to pay for these services utilizing a Blanket Purchase Order. Indicate in the pricing document whether you will accept Purchase Orders and company issued checks for payment of submitted invoices. Proposer should note how many days after receipt of invoice payment must be made and if any discounts are available for early payment. Please keep in mind that we will not process payment until services have been accepted and/or approved.

15. EXTRA LABOR CLAUSE:

While TSA feels that most items and areas that are normally provided by the current maintenance staff at every location, it is impossible to list all areas that may come up as "gray areas" in this RFP process. It is the desire of TSA to have as few extra billing charges as possible unless it is something that has been discussed and budgeted for each year. With that said, it is the request of the TSA to have at its discretion and use, 10 available man-hours at each club, each month, or 120 hours per year during the contract term. This will enable TSA to still have this necessary work covered without the need for extra billing for these personnel. We would expect that supervision of this work be provided for at no additional cost to TSA. Examples of this are if TSA were to purchase or have donated some trees and shrubs, the course personnel would currently install these items within their normal routines. Any additional equipment that is not part of the normal operation or materials outside of the normal scope of work will be provided for and or paid for by TSA.

16. CAPITAL IMPROVEMENTS:

As part of the Agreement, the Tampa Sports Authority intends for Contractor to complete or supervise golf course capital improvements. TSA will fund individual capital projects on an annual basis.

Contractor must have the ability and expertise to make capital improvements to the three properties. This may include tree removal, landscaping, or rebuilding of fairways, greens, tees, and bunkers, etc. The TSA will supply materials and Contractor will use their on-site labor to complete these projects. If additional labor is required for these additional capital improvement projects, the costs shall be detailed and submitted to the TSA Representative beforehand. The contractor may utilize contractors to complete capital projects. The Contractor will provide the TSA representative three quotes for the work where outside contractors are used.

When being invoiced for capital improvements over \$1,000.00, the Contractor will submit itemized invoices with detailed receipts for material purchases. Labor hours with hourly rate must be detailed along with the invoice.

SPECIAL CONDITIONS

1. INTENT:

The intent of this Request for Proposals (“RFP”) is to solicit offers from qualified firms for a multi-year contract for golf course grounds maintenance.

2. TERMS AND CONDITIONS:

Proposer warrants that the terms and conditions are firm for the agreement period as stated in the Request for Proposals.

3. BACKGROUND CHECKS:

The Contractor shall provide the Tampa Sports Authority background checks on all Contractor’s employees who will perform services at Authority facilities. Persons without a background check clearance or with one or more of the following criteria will fail the Authority’s requirements and will not be allowed access:

- a. Be listed on the FBI's list of suspected terrorists.
- b. Have an outstanding arrest warrant against them.
- c. Been convicted of a 1st or 2nd Degree Felony
- d. Been convicted for drugs or lewd and lascivious behavior.
- e. The Contractor shall pay for background checks. The background checks will, at a minimum, consist of the following:
 - National/Federal Criminal History. Lists all criminal arrests/convictions, which have been reported to the state repository, which reveals criminal arrest history.
 - Felony Convictions. A statewide search conducted of the state’s Department of Corrections files for the purpose of identifying any and/or all reported felony convictions in a particular state.
 - County Level Felony & Misdemeanor. A search of the county seat for any and/or all criminal records. Information returned includes felony, misdemeanor, and some criminal traffic.
 - Statewide Driving History/Record (by State). Includes dates and description of traffic violations, current license status, any suspensions, or revocations.

4. UNAUTHORIZED PERSONNEL:

The Contractor's employees are not to be accompanied in their work areas on Authority premises by acquaintances, family members, or any other person unless said individual is an authorized Contractor employee. The Tampa Sports Authority prohibits teenagers, minors, or children from working in Authority-owned buildings under this Agreement. All employees of the Contractor must be eighteen (18) years of age or older.

5. USE OF AUTHORITY PROPERTY, FACILITIES AND EQUIPMENT:

The Contractor shall not use Authority facilities, property, or equipment, including computers, copy machines, telephones, fax machines, calculators, and other items for personal or company business. The Authority telephones shall be used only for medical emergencies or to call Authority representative(s). If used, a notice of use shall be provided to the Authority Representative when no Authority employees are on site.

6. LOCKS AND KEYS:

Access to Authority facilities shall be in accordance with instructions, keys and/or security cards issued or provided by the Authority representative. Access may include special instruction about security systems installed at facilities. The Contractor shall take all reasonable precautions to ensure that security of the facilities and internal equipment, furnishings and other items are maintained at all times.

The Contractor shall be responsible for the series of keys assigned to it and shall assign these keys to its personnel for use in maintaining the facility. The Contractor shall be responsible for the proper use and safe keeping of all keys issued by the Authority to the Contractor.

When leaving the facility, the Contractor's staff shall ensure that all external windows and doors are closed and secured. If the Contractor's staff fails to properly secure a facility, the Authority will deduct any resulting fees and/or the cost of Authority staff time required to correct the situation from the Authority's monthly payment.

The Contractor shall report all lost or stolen keys to the Authority representative within twenty-four (24) hours after discovery of the loss. The Contractor shall reimburse the Authority for the total cost, as determined by the Authority, of re-keying the facility or duplicating additional keys.

Upon expiration or termination of the Contract, the Contractor shall immediately return all keys, cards, remote controls, etc., to the Authority.

7. EXAMINATION OF THE WORK:

The Authority shall be furnished with every means to verify whether or not the materials and work are in accordance with the requirements of this Proposal. Failure to reject or condemn defective work at the time it is done will not prevent its rejection whenever it is discovered.

8. CLEAN-UP:

At the end of each working day, Contractor shall clean and remove from the premises, all discarded materials and rubbish and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work. Contractor shall leave the work site in a neat and presentable condition.

9. EQUIPMENT STORAGE SPACE:

Equipment storage space and maintenance areas shall be provided by the Authority. Although provided by the Authority, it will be the responsibility of the Contractor to always keep the area neat and clean.

10. BLANKET PURCHASE AGREEMENT:

A blanket purchase agreement will be issued by the Purchasing Department for the term of this Agreement. Contractor shall reference the blanket purchase agreement number on each invoice submitted to the Authority for payment.

11. MISCELLANEOUS PROVISIONS:

A. Office and equipment storage space shall be provided to the Contractor.

- B. Books and Records: The Contractor shall keep records of services performed and the costs therefore, and the TSA shall have the right to review those records upon three (3) days written notice. These records shall become the property of the TSA upon termination of this contract.

- C. Accident Prevention
 - 1. Precaution shall be exercised at all times for the protection of employees, other persons, and property.

 - 2. Contractor's employees shall report to their superintendent any hazardous conditions or item in need of repair noted during the performance of work. Said superintendent shall thereupon notify the Responsible Agent or his designee of such conditions.

STAFFING: YEAR 1-3

PLEASE LIST ALL PERSONNEL, POSITION TITLES AND ANNUAL SALARIES

POSITION TITLE	ANNUAL SALARY

TOTAL SALARIES \$ _____

TOTAL BENEFITS & PAYROLL COST (PLEASE GIVE PERCENTAGE) \$ _____

TOTAL PAYROLL/BENEFITS COSTS YEAR 1-3 \$ _____

OPERATING BUDGET: YEAR 1-3

DESCRIPTION	COST
GENERAL & ADMINISTRATIVE COST	
PROFESSIONAL SERVICES	
TRAVEL	
PHONE	
ELECTRIC SERVICE	
GARBAGE & SOLID WASTE PICKUP	
EQUIPMENT RENTAL	
INSURANCE	
MAINTENANCE-BUILDING	
MAINTENANCE-AUTO	
MAINTENANCE- BUILDING & STRUCTURES	
MAINTENANCE-IRRIGATION	
MAINTENANCE GOLF COURSE EQUIPMENT	
LICENSES & PERMITS	
FUEL & LUBRICANTS	
TIRES & TUBES	
UNIFORMS	
INSTITUTIONAL SUPPLIES	
EXPENDABLE TOOLS	
OTHER OPERATING SUPPLIES	
LANDSCAPE MATERIALS-Annuals, Mulch, Pine Straw	
FERTILIZER	
HERBICIDES & INSECTICIDES	
DUES & MEMBERSHIPS	
SEMINAR & REGISTRATIONS	
SAND & TOP DRESSING	
SEED (OVERSEEDING)	
AQUATICS (LAKE MANAGEMENT)	
BID BOND FEE	
MISCELLANEOUS	
BUNKER SAND REPLACEMENT	
MANAGEMENT FEE/PROFIT	

TOTAL OPERATING BUDGET

\$ _____

REQUEST FOR PROPOSAL (RFP #21-04)

By signing the Declaration and Proposal Guarantee, the proposer agrees that this bid submittal is made without any understanding, agreement or connection with any other person, firm or corporation submitting a bid proposal for the same purpose and that this bid proposal is in all respects fair and without collusion or fraud. Unsigned bid proposals will be considered incomplete and subject to rejection.

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

The Proposer, in submitting this bid submittal, guarantees the following pricing for forty-five (45) days unless an extension of time agreement is reached between the Proposer and the Authority. The Authority will not pay for travel time or mileage to and from the location. All fees (administrative and overhead) shall be included in your bid submittal.

Bid 21-04:	Golf Course Grounds Maintenance
------------	---------------------------------

COMPANY NAME: _____

PRICING SUMMARY SHEET FOR BABE ZAHARIAS GOLF COURSE

Year 1 (October 1st, 2022 Thru September 30th, 2023)

Salary and Benefits	_____
Operating Budget Costs	_____
Equipment Replacement	_____
Total Year 1	_____

Year 2 (October 1st, 2023 Thru September 30th 2024)

Salary and Benefits	_____
Operating Budget Costs	_____
Equipment Replacement	_____
Total Year 2	_____

Year 3 (October 1st, 2024 Thru September 30th 2025)

Salary and Benefits	_____
Operating Budget Costs	_____
Equipment Replacement	_____
Total Year 3	_____

TOTAL OF YEARS 1-3 (3 YEARS) BABE ZAHARIAS:

\$ _____

PRICING SUMMARY SHEET FOR ROCKY POINT GOLF COURSE

.....
Year 1 (October 1st, 2022 Thru September 30th, 2023)

Salary and Benefits	_____
Operating Budget Costs	_____
Equipment Replacement	_____
Total Year 1	_____

.....
Year 2 (October 1st, 2023 Thru September 30th 2024)

Salary and Benefits	_____
Operating Budget Costs	_____
Equipment Replacement	_____
Total Year 2	_____

.....
Year 3 (October 1st, 2024 Thru September 30th 2025)

Salary and Benefits	_____
Operating Budget Costs	_____
Equipment Replacement	_____
Total Year 3	_____

.....

TOTAL OF YEARS 1-3 (3 YEARS) ROCKY POINT:

\$ _____

PRICING SUMMARY SHEET FOR ROGERS PARK GOLF COURSE

Year 1 (October 1st, 2022 Thru September 30th, 2023)

Salary and Benefits	_____
Operating Budget Costs	_____
Equipment Replacement	_____
Total Year 1	_____

Year 2 (October 1st, 2023 Thru September 30th 2024)

Salary and Benefits	_____
Operating Budget Costs	_____
Equipment Replacement	_____
Total Year 2	_____

Year 3 (October 1st, 2024 Thru September 30th 2025)

Salary and Benefits	_____
Operating Budget Costs	_____
Equipment Replacement	_____
Total Year 3	_____

TOTAL OF YEARS 1-3 (3 YEARS) ROGERS PARK: \$ _____

SUMMARY OF TOTALS FOR ALL (3) COMBINED COURSES
(TOTAL SUMMARY FOR INITIAL (3) YEAR AGREEMENT) \$ _____

Alternate

- | | |
|--------------------------|----------|
| 1. Performance Bond Cost | \$ _____ |
| 2. Payment Bond Cost | \$ _____ |

**OWNER-CONTRACTOR
SAMPLE BASE AGREEMENT**

**OWNER – CONTRACTOR BASE AGREEMENT SETTING FORTH
THE MINIMUM REQUIREMENTS FOR GOLF COURSE GROUNDS MAINTENANCE**

The following document is the base agreement (“Base Agreement”) which when combined with Other Documents as defined in the Base Agreement will constitute the agreement between the Contractor and the Authority.

The Authority reserves the right to add or modify the terms and conditions at any time prior to the final execution of an agreement. The Contractor will be given the opportunity to take exception to any additional or modified term or condition in the same manner as set forth in the Instructions to Contractors.

THIS AGREEMENT, (“Agreement”) is made and entered into on the ____ day of _____, 20__, by and between _____ (“Contractor”) and the Tampa Sports Authority, Florida, (“Authority”) (collectively, “Parties”).

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

Contractor Duties

The Contractor shall perform the Scope of Services set forth in Appendix A of this Agreement (“Scope of Services”) for the Tampa Sports Authority, Florida, in full and complete accordance with this Agreement.

Agreement Components

This Agreement consists of this document and its attachments (“Base Agreement”) and the following documents, which are attached hereto and made a part hereof by reference (“Other Documents”):

- 1) General Terms, Conditions, and Information (Pages 4-20)
- 2) Scope Of Work (Pages 28-41)
- 3) Special Conditions and Staffing/Operating Budgets (Pages 42-46)
- 4) Pricing Summaries (Pages 48-50)
- 5) Miscellaneous Forms and Attachments (Pages 62 – 81)

In the event of an inconsistency or conflict between or among the documents referenced in this Base Agreement, the following order of precedence shall govern: (i) This Base Agreement, exclusive of its appendices, (ii) the appendices to this Base Agreement; and (iii) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence shall be the order the documents are listed above (e.g., Document 1 shall govern over Document 2, Document 2 shall govern over Document 3, etc.).

Schedule

In addition to any schedule set forth in the Other Documents, the milestones set forth in this Agreement, if any, shall be observed by the Contractor. Any such schedule and the milestones set forth herein may be referred to in this Agreement collectively as "Schedule".

Term

The term of this Agreement ("Term") shall commence on _____, 20__ and terminate on _____, 20__ unless this Agreement is earlier terminated as provided for herein.

Performance And Payment Bond (Alternate)

The Authority *may* require the successful Proposer to furnish and record in the official records of the County, where the project is located, a Performance and Payment Bond in an amount equal to 100% of the annual contract sum as security for the faithful performance of the Contract. Both the Performance and Payment Bonds shall be written by sureties which are licensed to do business in the State of Florida, which are currently on the approved U.S. Treasury List of Sureties, which maintain an A- rating with Best Insurance Guide and are otherwise acceptable to the Authority. The Performance and Payment Bond shall be in separate instruments and shall be delivered to the Authority not later than the date of execution of the Contract, if the Authority determines the bonds are necessary. If the bonds are not received by the Authority, no work or mobilization may proceed until both bonds are executed and delivered to the Authority. Please provide an indication of pricing for a Performance & Payment Bond, which may or may not be utilized dependent on the demonstrated reputation and financial stability of the Proposer if a bond is not determined to be necessary by the Authority the cost will not be included in the contract amount.

Payment

Provided Contractor faithfully performs its obligations contained in this Agreement, the Authority shall pay Contractor in accordance with this Agreement _____ ("Payment"). The Payment may be increased only in strict accordance with this Agreement.

Indemnification.

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, 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 damages or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly.

The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives, or subcontractors; or

The failure of Contractor, its employees, agents, representatives, or subcontractors to comply and conform with applicable Laws, as hereinafter defined; or

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

Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors.

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.

Insurance

Contractor shall carry the following minimum types and amounts of insurance at its own expense, for the contract period:

The insurance required 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 A.M. Best Company, Inc. Key Rating Guide. Prior to the time the Contractor is entitled to commence any part of the project, work, or services under this contract, Contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to the Purchasing Department of the Tampa Sports Authority of a Certificate of Insurance executed on a standard ACORD form, listing all coverage and limits, expiration dates and terms of policies, and all endorsements whether or not required by the Authority. The insurance requirements shall remain in effect throughout the term of this Contract, or any Contract extension.

Commercial General Liability:

Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Pesticide/Herbicide/Pollution	\$1,000,000

Automobile Liability:

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

Worker's Compensation:

Florida Statutory
Requirements

Employer's Liability:

Each Accident	\$500,000
Disease Each Employee	\$500,000
Disease Policy Limit	\$500,000

Each Insurance Policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the Authority by certified mail to: Tampa Sports Authority, c/o Insurance Administrator, 4201 N. Dale Mabry Highway, Tampa, FL 33607. Contractor shall also notify Authority, in a like manner, within twenty-four (24) hours after

receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

2. Companies issuing the insurance policy, or policies, shall have no recourse against Authority for payment of premiums or assessments for any deductibles which all are at the sole assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
3. The term "AUTHORITY" shall include all Authorities, Boards, Commissions, Council, Departments, and offices of Authority and individual members, employees thereof in their official capacities, and/or while acting on behalf of the Authority.
4. Tampa Sports Authority shall be endorsed to the required policy or policies as an "Additional Insured" or "Additional Named Insured", endorsed on the policy/policies.
5. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by Authority to any such future coverage, or to Authority's Self-Insured Retentions of whatever nature.

Waiver of Authority's Liability

The Authority shall not be responsible or liable for and Contractor hereby waives all claims against the Authority for injury or death to persons or damage or destruction of property or other interest of Contractor, regardless of the cause. All of Contractor's property of every kind and description which may at any time be on Authority property shall be at Contractor's sole risk.

Notices

Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

Deltacia Jones, Procurement Manager
Tampa Sports Authority
4201 N. Dale Mabry Highway
Tampa, FL 33607

Severability

If any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect; the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Due Authority

Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified, and existing entity authorized to do business under the laws of the State of Florida, and (ii) all

appropriate authority exists to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

Assignment and Sub-Letting

No assignment of the contract or any right occurring under this contract shall be made in whole or part by the Contractor without the express written consent of the Authority's President/CEO. In the event of any assignment, the assignee shall assume the liability of the Contractor.

Termination

1. This Agreement may be terminated at any time by the Authority for convenience, upon thirty (30) days written notice to Contractor.
2. The Authority may terminate this Agreement upon written notice to the Contractor in the event the Contractor defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the Authority specifying the default; provided, however, that the Authority may immediately terminate this Agreement, without providing the Contractor with notice of default or an opportunity to cure, if the Authority determines that the Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.
3. Funds are not available for this service. The Authority's obligation is contingent upon the availability of appropriated funds.
4. Termination of this Agreement shall act as a termination of the Other Documents and its Appendices.

Governing Law; Consent to Jurisdiction

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto:

1. Irrevocably submits itself to the exclusive jurisdiction of the Circuit Court of the State of Florida, Hillsborough County of Tampa, and the jurisdiction of the United States District Court for the Middle District of Florida, for the purposes of any suit, action, or other proceeding arising out of, or relating to, this Agreement.
2. Waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action, or other proceeding, (i) any claim that is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever or that its property is exempt or immune from setoff, execution, or attachment, either prior to judgment or in aid of execution, for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum or that the venue of such suit, action, or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

Contract Adjustments.

1. Either party may propose additions, deletions, or modifications to the Scope of Services ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for the proper

completion of the project. Proposals for Contract Adjustments shall be submitted to the non-requesting party on a form provided by the Authority. Contract Adjustments shall be affected through written amendments to this Agreement, signed by authorized representatives of the Parties (“Change Orders”).

2. Notwithstanding the foregoing, the Authority shall have the right to terminate this Agreement if Contractor and the Authority fail to reach an agreement on a Contract Adjustment proposed by the Authority, or a change in the Payment or Schedule associated with such a Contract Adjustment, within thirty (30) days of the Authority’s proposal of such Contract Adjustment.
3. There shall be no modification of the Payment or Schedule on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Contractor or its employees, agents, or subcontractors to properly perform their obligations and functions under this Agreement.
4. In the event the Contractor proposes a Contract Adjustment, and the Authority does not approve such Contract Adjustment, the Contractor will continue to perform the original Scope of Work in accordance with the terms and conditions of this Agreement.
5. Notwithstanding anything to the contrary contained in this Agreement, there shall be no change in the Payment or Schedule except pursuant to a Change Order duly executed by both Parties.

Entire Agreement; Amendment and Waiver

This Agreement (together with the Exhibits hereto) supersedes any and/or all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be charged therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty, or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty, or other provision contained in this Agreement.

Compliance with Laws

The 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 and 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.

Third Party Beneficiary

No persons other than the Contractor and Authority and their successors and assigns shall have any rights whatsoever under this Agreement.

No Liens

Contractor shall not suffer any liens to be filed against any City or Authority property by reason of any work, labor, services, or materials performed at or furnished to Authority property, to Contractor, or to anyone using Authority property through

or under Contractor. Nothing contained in this Agreement shall be construed as consent on the part of the Authority to subject Authority property or any part thereof to any lien or liability under any Laws.

No Construction Against Preparer of Agreement

This Agreement has been prepared by the Authority and reviewed by the Contractor and its professional advisors. The Authority, Contractor and Contractor's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the Authority or the Contractor or against the Authority or the Contractor merely because of their efforts in preparing it.

Use of Name

Subject to the requirements of applicable Laws, including but not limited to Florida Laws regarding public records, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, assurance, marketing, advertisement, or client list, or any external reference, publication, or disclosure (e.g., outside the Authority, its departments or agencies or Board of Directors), without the written consent of the named party.

Non-appropriation

In the event that sufficient budgeted funds are not available for a new fiscal period, the Authority shall notify the Contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the Authority.

Authority Consent and Action

1. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement ("Approval") by the Authority means the Approval of the Authority CEO/President, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by Board of Directors pursuant to the Authority By-Laws or applicable Laws.
2. For purposes of this Agreement, any right of the Authority to take any action permitted, allowed, or required by this Agreement may be exercised by the Authority's President/CEO, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by Board of Directors pursuant to the Authority By-Laws or applicable Laws.

Headings and References

The headings contained in this agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this agreement. All references herein to Exhibits are to the Exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

Excess Re-Procurement Liability

Contractor shall be liable to Authority for all expenses incurred by Authority in re-procuring elsewhere the same or similar services offered by Contractor hereunder, should contractor fail to perform.

Books and Records

Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records, including tax returns, with respect to the business for the Term and any extensions thereof shall be kept by Contractor and shall be open to examination or audit by the Authority for a period of three (3) years following expiration or earlier termination of this Agreement.

Survival

All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

Permits and Licenses

Contractor shall be responsible for obtaining any and all necessary permits, licenses, certifications, and approvals which may be required by any government agency in connection with Contractor's performance of this Agreement. Upon request of the Authority, the Contractor shall provide the Authority with written evidence of such permits, licenses, certifications, and approvals.

Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Subcontract

The hiring or use of outside services or subcontractors in connection with the performance of Contractor's obligations under this Agreement shall not be permitted without the prior written approval of the Authority, which approval may be withheld by the Authority in its sole and absolute discretion. Contractor shall promptly pay all subcontractors and suppliers.

Relationship of Parties

Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Tampa, Florida on the dates indicated below.

Tampa Sports Authority:

Contractor:

By: _____
Eric Hart (President/CEO)

By: _____

Name: _____

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

(Authority Seal)

(Contractor's Corporate Seal)

Approved as to form:

By: _____
Authority Chairman of the Board

Date

Approved as to form:

By: _____
Julia Mandell, General Counsel, Tampa Sports Authority

Date

REQUIRED FORMS

(Must be included with proposal submittal)

BID BOND

(Attach any additional forms from Surety Company)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
as Principal, hereinafter called the Principal, and

_____, a corporation
duly organized under the laws of the State of _____ as (Surety), hereinafter called the Surety, are held,
and firmly bound unto

_____ as OWNER,
hereinafter, called the OWNER, in the sum of _____ Dollars (\$_____) for the
payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

NOW, THEREFORE, if the OWNER shall accept the bid of the Principal and the Principal shall enter into a Contract with the
OWNER in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Contract
Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of
labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract
and give such bond or bonds, if the Principal shall pay to the OWNER the differences not-to-exceed the penalty hereof
between the amount specified in said bid and such larger amount for which the OWNER may in good faith contract with
another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in
full force and effect.

Signed and sealed this _____ day of _____ 20_____

_____ (Principal)

(Witness)

(Title)

(Surety)

(Title)

(CORPORATE SEAL)

ACKNOWLEDGMENT OF ADDENDA (if applicable)

I, _____, on this _____, day of _____, 2022 hereby acknowledge receipt of any and all Addenda Notices hereby issued regarding this RFP 21-04 for Golf Course Grounds Maintenance.

Addenda Numbers Received:

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF ABOVE: _____

TITLE OF ABOVE: _____

COMPANY NAME: _____

(ACKNOWLEDGMENT OF PROPOSER, IF A CORPORATION)

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as _____ of _____, a corporation, and who severally and duly acknowledged the execution of such instrument as such an 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 in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

(ACKNOWLEDGMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____(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.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(AFFIX NOTARY SEAL)**

ACKNOWLEDGMENT OF PRINCIPAL, IF CORPORATION

(STATE OF _____)

(COUNTY OF _____)

(CITY OF _____)

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

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

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

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

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

Signature of company representative: _____

NOTARY PUBLIC:

Sign: _____

Print/Type: _____

Date: _____

(AFFIX NOTARY SEAL)

LEGAL STATUS OF BIDDER

This Proposal is submitted in the name of: _____
(Print)

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

Street _____
City _____ State _____ Zip Code _____

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

- INDIVIDUAL
- INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME
- CO-PARTNERSHIP
The Assumed Name of the Co-Partnership is registered in the County of _____
Florida
- CORPORATION INCORPORATED UNDER THE LAW OF THE STATE OF _____
The Corporation is:
- LICENSED TO DO BUSINESS IN FLORIDA
- NOT NOW LICENSED TO DO BUSINESS IN FLORIDA

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

NAME AND TITLE	CONTACT ADDRESS
_____	_____
_____	_____
_____	_____

Signed and Sealed this _____ day of _____, 20_____

By: _____
Printed Name: _____
Title: _____

PROPOSER REFERENCES/QUALIFICATIONS

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.

BIDDER/PROPOSER COMPANY NAME: _____

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

LOCATION: _____

OWNER REPRESENTATIVE: **Name:** _____
 Title: _____
 Email: _____

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

LOCATION: _____

OWNER REPRESENTATIVE: **Name:** _____
 Title: _____
 Email: _____

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

LOCATION: _____

OWNER REPRESENTATIVE: **Name:** _____
 Title: _____
 Email: _____

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

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

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

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.

NOTARY PUBLIC:

(AFFIX NOTARY SEAL)

SIGN: _____

PRINT: _____

Notary Public, State at Large

My Commission Expires: _____

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

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

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

for _____

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is _____

(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that an "affiliate" as defined in Section 105.08, Tampa Sports Authority Code, means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a TSA Commissioner or TSA employee that must be disclosed as follows:

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

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

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships as defined in section 105.08, Tampa Sports Authority Code, with any TSA Commissioner or TSA employee.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity, have the following relationships with a TSA Commissioner or TSA employee:

Name of Affiliate
or entity

Name of TSA Commissioner
or employee

Relationship

(Signature)

(Date)

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.

NOTARY PUBLIC:

(AFFIX NOTARY SEAL)

SIGN: _____

PRINT: _____

Notary Public, State at large

My Commission Expires: _____

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

1. This statement is submitted with **Invitation to RFP #21-04, Golf Course Grounds Maintenance.**

2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the Authority for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
 - a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for specifying the actions that will be taken against employees for violations of such prohibition.

 - b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

 - c. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (a) above.

 - d. In the statement specified in subsection (A), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.

 - e. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

 - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: _____

PROPOSER'S SIGNATURE: _____ DATE: _____

E-VERIFY AFFIDAVIT

Obligation for State-Funded Contracts:

Florida Statutes Sections 288.061 and 448.095 require all State of Florida agencies to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods and services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such contracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Fla. Stat. §§ 288.061 and 448.095(2), Tampa Sports Authority ("TSA") requires all vendors doing business with TSA who are awarded state-funded contracts to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements. To enroll in E-Verify, vendors should visit the E-Verify website at <http://www.e-verify.gov> and follow the instructions to register. The vendor must also retain the I-9 Forms for inspection, per usual.

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

Federal Employer Identification Number (FEIN): _____

Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant	

Name of Firm	Date

Address of Firm	City	State	Zip Code

Notary Public Information

Notary Public - State of _____ County of _____

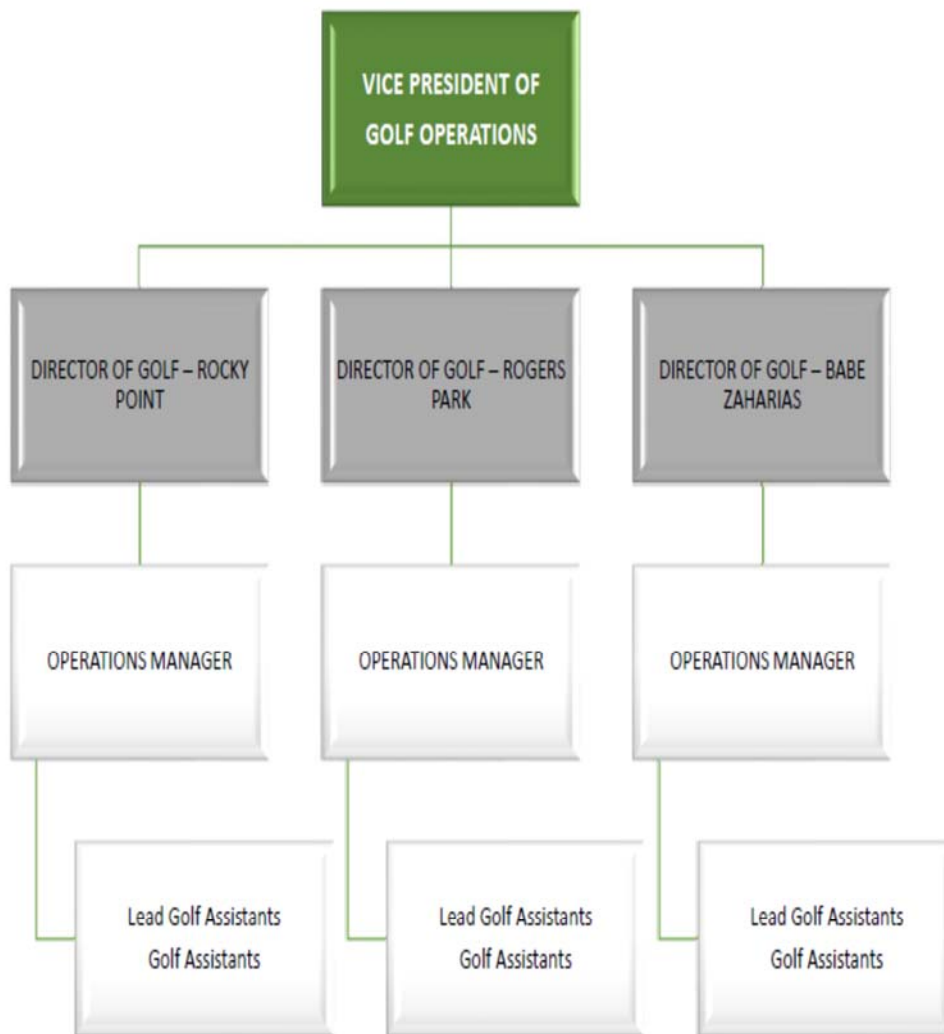
Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2022

By _____ He/she is personally known to me _____ or has
 produced identification _____
 (Type of Identification Produced)

Signature of Notary Public	Serial Number

(Print or Stamped name of Notary Public)	(Expiration Date)	<i>(Affix Notary Seal)</i>

GOLF COURSE ORGANIZATIONAL CHART



TAMPA SPORTS AUTHORITY – GOLF OPERATIONS



Current Equipment List for Rocky Point

Tampa Sports Authority
Rocky Point
Current Usable Equipment List
2022

Equipment	Type	Serial	Hours	Condition
230 AMP AC Welder	Welder	N/A	n/a	FAIR
Kubota M5040F 4 Cyl. 44HP	Tractor	M504-10430	2183	FAIR

Current Equipment List for Babe Zaharias

Tampa Sports Authority
Babe Zaharias
Current Usable Equipment List
2022

Equipment	Type	Serial	Hours	Condition
JD 5310 Loader	Loader	LV5310S430185	8427	POOR
Toro Aerator 687 pull behind	Aerifier	90128	n/a	POOR
Cushman Spiker	Attachment	898922A-99004358	8375	POOR

Current Equipment List for Rogers Park

Tampa Sports
 Authority
 Rogers Park
 Current Usable Equipment List
 2022

Equipment	Type	Serial	Hours	Condition
Toro 3100 Greensmaster	Tee Mower	04356- 240000233	4240	POOR
Turf Brush	brush		n/a	FAIR
Aerator 686	fairway aerifier	44850- 310000139	n/a	FAIR

RFP CHECKLIST
(Not a mandatory form)

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

- Procurement Summary & Registration Form – Page 3
- General Terms, Conditions, and Information Acknowledgment Form - “Proposer’s Signature” – Page 20
- Staffing (Year 1) - Page 45
- Operating Budget (Year 1) – 46
- RFP Pricing Forms – Page 48-50
- Declaration and Proposal Guarantee – Page 62
- Bid Bond Form – Page 63
- Acknowledgment of Addenda (If applicable) – Page 64
- Acknowledgment of Bidder (If a Corporation, Partnership or Individual) – Page 65
- Acknowledgment of Principal If Corporation – Page 66
- Legal Status of Bidder – Page 67
- Proposer Reference/Qualification Form – Page 68
- Sworn Statement – Public Entity Crimes – Page 69
- Sworn Statement – Disclosure of Relationships – Page 71
- Drug-Free Workplace Acknowledgment – Page 73
- E-Verify Affidavit – Page 74
- Bid Checklist (Not a mandatory form) – Page 79
- Statement of No Bid (Complete this form *only* if not submitting a bid) – Page 80

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

Date

STATEMENT OF NO BID

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

RFP Number: **21-04**
Title: **Golf Course Grounds Maintenance**

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

PHONE NUMBER: _____ EMAIL: _____