



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

**RFP #15-08**

**REQUEST FOR PROPOSAL  
FOR  
GOLF COURSE GROUNDS MAINTENANCE**

**MANDATORY PRE-PROPOSAL CONFERENCE:**

**WEDNESDAY, MARCH 23, 2016 AT 10:00AM**

**RFP DUE DATE:**

**MONDAY, APRIL 4, 2016 NOT LATER THAN 2:00 P.M.**

**March 7, 2016**

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

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

**PROCUREMENT SUMMARY AND REGISTRATION**

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

Document Number: RFP #15-08

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: Monday, April 4, 2016 not later than 2:00 p.m.  
Tampa Sports Authority  
Raymond James Stadium  
4201 N. Dale Mabry Highway  
Tampa, FL 33607

Mandatory Pre-Bid/Proposal Conference: March 23, 2016 at 10:00 a.m. At Rocky Point Golf Course

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

Special Instructions: To hand deliver RFPs, enter Entrance B off Himes Avenue through security entrance at Raymond James Stadium

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

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

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State/ZIP: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

**GENERAL INFORMATION AND CONDITIONS**

**RFP #:** 15-08

**TITLE:** GOLF COURSE GROUNDS MAINTENANCE

**MANDATORY PRE-PROPSAL CONFERENCE:** WEDNESDAY, MARCH 23, 2016 AT 10:00AM AT ROCKY POINT G.C.

**RESPONSE DUE DATE/ TIME/LOCATION:** PROCUREMENT DEPARTMENT, 4201 N. DALE MABRY HIGHWAY TAMPA, FL 33607 NOT LATER THAN 2:00PM ON MONDAY, APRIL 4, 2016

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**GENERAL CONDITIONS**

1 **PURPOSE:**

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

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

**A Mandatory Pre-Bid Conference is scheduled for Wednesday, March 23, 2016 at 10:00 a.m.** 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-Bid 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. Please dial (813) 350-6500 to notify Deltecia Jones, Procurement Manager, in advance.

You must contact the Director of Golf at each golf course to schedule an appointment for a walk-thru after the Pre-Proposal Conference.

Babe Zaharias golf Course Paul Edelstein 11412 Forest Hills Drive Tampa, FL 33614 813-631-4375	Rocky Point Golf Course Jim Garrison 4151 Dana Shores Drive Tampa, FL 33607 813-673-4317	Rogers Park Golf Course T.J. Heidel 7910 N. 30 <sup>th</sup> Street Tampa, FL 33610 813-356-1671
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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 MONDAY, APRIL 4, 2016 BY 2:00 P.M. Box/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 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 Monday, April 4, 2016 after 2:00 P.M. shall not be considered. THERE WILL NOT BE A "FORMAL" RESPONSE OPENING FOR THIS PROJECT.

- (b) Electronic or faxed bids will not be considered.
- (c) For informational purposes, the Respondent is advised that the 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. Facsimile and email requests for interpretation will be accepted for this project. The fax number for the Procurement Manager is (813) 350-6611 and the email address is [djones@tampasportsauthority.com](mailto:djones@tampasportsauthority.com). To be considered, such a request should be received not later than **Monday, March 28, 2016 by 1:00p.m.** Any such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be sent to all vendors that registered for this RFP at least 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            | Sunday, March 6 <sup>th</sup> & March 13 <sup>th</sup> – Saint Petersburg Times<br>Monday, March 7 <sup>th</sup> –Website ( <a href="http://www.tampasportsauthority.com">www.tampasportsauthority.com</a> )<br>Monday, March 7 <sup>th</sup> – NAACP Email blast/SMA Post<br>Friday, March 11 <sup>th</sup> – LaGaceta<br>Friday, March. 11 <sup>th</sup> – Florida Sentinel Bulletin |
| (b) | RFPs released                  | Monday, March 7, 2016 after 10:00 am   |
| (c) | Mandatory Pre-Proposal Conf.   | Wednesday, March 23 <sup>rd</sup> , 2016 at 10:00am – Rocky Point  |
| (d) | Last day for questions         | Monday, March 28, 2016 by 1:00 p.m.  |
| (e) | Proposal due date/time         | Monday, April 4, 2016 by 2:00 p.m. – TSA Main Office   |
| (f) | Shortlist Meeting (public)     | Thursday, April 14, 2016 at 10:00 a.m.   |
| (g) | Interviews                     | Thursday, April 21, 2016 at 8am, 10am, 1pm & 3pm   |
| (h) | Final Ranking Meeting (public) | Tuesday, April 26, 2016 at 2:00 p.m.   |
| (i) | Finance Committee Meeting      | Tuesday, May 24, 2016 at 10:30 a.m.  |
| (j) | TSA Board Meeting              | Tuesday, May 31, 2016 at 4:00 p.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 to be, at all times, 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, 2016 through September 30, 2019**. At the sole option of the Authority, there will be one (1), three (3) year renewal option beginning on **October 1, 2019 and ending on September 30, 2022**.

14. INSURANCE REQUIREMENTS:

Before starting and until acceptance of the work by the Tampa Sports Authority, the Proposer shall procure and maintain insurance of the types and the limits specified on pages 53-54 and 74-75.

15. ASSIGNMENT OF CONTRACT:

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

16. 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 Proposer 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 Proposer.

The Proposer submitting its proposal understands the contract is one entire individual contract for the performance of all the services required thereunder, and is not separable.

17. NON-EXCLUSIVITY OF CONTRACT:

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

18. PUBLIC ENTITY CRIMES STATEMENT:

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

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

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

19. INDEMNIFICATION: (PATENT OR COPYRIGHT)

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

20. INDEMNIFICATION: (GENERAL LIABILITY)

The selected Proposer shall indemnify, hold harmless, and defend the Tampa Sports Authority, City of Tampa and Board of Directors, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands expenses or actions, either at law or in equity, including court costs and attorney's fees, that may hereafter at any time



be made or brought by anyone on account of personal injury, property damage, loss on monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the Proposer, or anyone performing any act required of Proposer in connection with performance of the Contract awarded pursuant to this RFP. These obligations shall survive acceptance of any goods, services, and/or performance and payment therefore by the Tampa Sports Authority.

21. RESPONSE REQUIREMENTS, FORMAT AND CONTENT:

Parties who choose to not respond to the RFP should complete the Statement of No Bid (Ref. Page 82) and return via email to [djones@tampasportsauthority.com](mailto:djones@tampasportsauthority.com) or fax to 813-350-6611.

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

**Proposers shall present their responses to the Request for Proposals in the manner and format listed below, identifying each response by its respective tab numeral.**

Tab      Item

I.      *Management summary.* The Proposer shall provide a cover letter indicating the underlying philosophy of the firm in providing the service. Proposer shall also provide a comprehensive organizational chart of the local management team and who will be responsible to the TSA representative and be authorized to act on behalf of the Proposer.

II.     *Proposal.* Describe, in detail, how the requested services will be provided, and address each of the tasks identified in the Scope of Work. Proposals will only be considered from those firms demonstrating historical expertise and experience in such procedure development. Proposers must disclose financial and other resources necessary to perform all the tasks set forth in this RFP. Proposers must demonstrate and document the type of safety and training programs that are practiced along with a comprehensive environmental plan to implement at the TSA's golf courses.

The Proposer must submit with the proposal a line item budget for three (3) separate years (See attached). The total submittal considered will be the three (3) year initial term total. It must also include a staff organization chart consistent with the positions listed.

III.    *Corporate experience and capacity.* The Proposer shall state the size of the firm, the size of the firm's staff, the location of the office from which this service is to be performed and the number and nature of the professional staff to be employed in the performance of this service on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. Proposals will only be considered from those firms demonstrating historical expertise and experience in such procedure development. If a range of personnel is determined, place along with these positions the hours proposed to be worked and an overall hour requirement that are planned at each facility.

IV.    *Qualifications.* The Proposer shall submit comprehensive statements for qualifications and resumes of all involved in the delivery of the offered services. It is only necessary to list the individuals that are going to be on site on an on-going basis or the Proposers representative that will be working with the TSA Representative. If the company has a regional manager/project manager that is not going to be utilized all the time, list the amount of time anticipated this individual will be on the various properties and what is his/her involvement.

V.      *References.* The Proposer shall provide a minimum of three (3) references for contracts for three (3) similar projects that have been completed successfully by the Proposer in the Southeastern United States within the last five (5) years. Please use the Reference Form included on Page 68 for this information. **Three (3) projects are required to qualify the company to submit a proposal.**

Also, provide any additional references similar projects with the same information provided in the Reference Form of any courses within a 100 mile radius including both current and past/terminated contracts. If terminated in the past three (3) years, please list the reason why the contract was terminated and if your firm is eligible to return to that facility.

VI. *Pricing.* The Proposer shall provide pricing information relative to providing the services outlined herein. Pricing shall include all direct and indirect costs, including all out-of-pocket expenses. Tampa Sports Authority is not responsible for expenses incurred in preparing and submitting a proposal; therefore, such costs shall not be included in submitted proposals. The cost proposal information shall be submitted on the cost proposal sheet on page 47-49.

VII. Disadvantaged Minority/Disadvantaged Woman Business Enterprise (DM/DWBE)

Disadvantaged Minority / Disadvantaged Women Business Enterprise (DM/DWBE): Qualified companies may receive up to a maximum of five (5) bonus points for DM/DWBE participation. The term “DM/DWBE” shall mean a business that is certified as a *bona fide* DM/DWBE with Hillsborough County and/or the City of Tampa or has been granted reciprocal certification by Hillsborough County and/or the City of Tampa. Provisional Reciprocal Certification shall be granted for one (1) six (6) month period to companies which are principally domiciled in the State of Florida and certified by other jurisdictions within the State. When requesting bonus points, Proposers shall include a copy of the certification letter issued to the DM/DWBE being utilized by the certifying governmental agency. It will be the responsibility of the proposing company to furnish all the necessary information and documentation to the COUNTY and/or CITY in order to receive bonus points. Bonus points will be assigned based on DM/DWBE participation as outlined below:

- (1) The request for bonus points shall be made on the proposing company’s letterhead and must include the following:
  - (a) The RFP number and project name;
  - (b) The name of the company(s) to be utilized, and
  - (c) The percentage of fees that will be subcontracted to that company. Please note, the percentage must be at least 10%;
  - (d) A commitment from the proposing company stating that a minimum of 10% of its ultimate fees will be subcontracted to that DM/DWBE or SBE.
- (2) The following items should be attached to the above letter:
  - (a) A letter of intent from the DM/DWBE or SBE on its letterhead stating its intent to perform the services and the scope of work signed by its President/CEO or equivalent. This letter must reference the project;
  - (b) A copy of the DM/DWBE current certification or the SBE’s current registration.

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

**RESPONSE FORMAT AND REQUIREMENTS:**

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

Number of Copies - The Response shall include one (1) unbound original, six (6) bound copies and one (1) thumb drive or cd with a pdf version of the RFP Response.

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

Forms - Complete and submit the Required Forms.

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

22. RFP PROCESS:

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

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

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

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

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

The Selection Committee will short-list up to four (4) Proposers deemed most responsive to the RFP. Oral presentations will be scheduled for the short-listed Proposers. The individual each Proposer intends to designate as their Site Supervisor at each golf course shall be present at the oral presentation to be interviewed by the Selection Committee. Following the oral presentation, the Selection Committee will rank the Proposers in order of preference to submit to the Authority's Finance Committee. The Finance Committee will review the Selection Committee's ranking and will make a recommendation to the Authority's Board for approval.

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

23. DISQUALIFICATION:

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

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

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

24. USE OF STATE CONTRACTS OR GOVERNMENTAL PURCHASING COUNCIL:

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

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

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

25. PROTEST PROCEDURE:

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

26. TERMINATION CLAUSE:

This Contract may be terminated, in whole or in part, by the Tampa Sports Authority with or without cause, upon written notice to the Proposer 30 days prior to termination. The Proposer shall be paid for services rendered to the TSA's satisfaction through the date of termination.

TSA reserves the right to terminate this Agreement with 30 days written notice if:

- a. Proposer is determined by the Authority to be in breach of any of the terms and conditions of this Agreement;

- b. The Authority has determined that such termination will be in the best interest of the Authority to terminate this Agreement for its own convenience; or
- c. Funds are not available for this service. The Authority's obligation is contingent upon the availability of appropriated funds.

27. DEFAULT OF CONTRACT:

In case of default by Proposer, the Authority may procure the items or services from other sources and hold the Proposer responsible for any excess costs occasioned or incurred thereby.

28. ADDENDA:

If, with respect to this Request for Proposal, any addenda are issued, they will be sent by US Mail to all prospective proposers who obtained this Request for Proposals. However, it shall be the responsibility of each Proposer to ensure that they obtain all addenda and attach same to their proposal.

29. EXCEPTIONS:

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

30. OMISSIONS, ERRORS & DISCREPENSIES:

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

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the Authority's Purchasing Department. Should it be found necessary, a written addendum will be incorporated in the RFP and will become part of the Proposal/Contract. The Authority will not be responsible for any oral instructions, clarifications, or other communications.

31. ACCEPTANCE OF OFFER:

The signed proposal shall be considered an offer on the part of the Proposer. Such offer shall be deemed accepted upon execution of the Agreement.

32. AWARD WITHOUT DISCUSSION:

The Authority may award the Contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

33. EEOC/WMBE/DM/DWBE/SBE/S-DV:

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 businesses will be afforded full opportunity to submit bids in response to this Proposer and will not be discriminated against on the grounds of race, color, creed, sex or natural origin in consideration for an award.

34. LICENSES AND PERMITS:

In the performance of these services, Proposer will fully comply with all the laws and regulations of all State, Federal, County, City and/or other governmental authorities and agencies as required by reason of these services or duties to be performed hereunder. Proposer will hold Authority harmless from any liability which may be imposed upon Authority by reason of any alleged violation of the law by Proposer, or for failure to pay taxes or secure necessary licenses or permits.

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

Foreign corporations and foreign limited partnerships 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.

**Florida Secretary of State  
Tallahassee, FL 32399-0797  
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 32399-0797  
850- 487-9501**

36. DAMAGE:

In the event any materials, equipment, or other property of the Authority shall be lost, damaged or destroyed by personnel furnished by the Proposer, Proposer shall, at its own expense, promptly repair or replace it to the complete satisfaction of the Authority. Damages must be repaired/corrected within 30 calendar days from the date damage was done to the Authority's property.

37. ATTACHMENT TO RFP SUBMITTAL – CONFIDENTIAL MATERIAL:

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled “**Attachment to Request for Proposals, RFP #15-08 – Confidential Material**”. The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

38. COPYRIGHTED MATERIAL:

Copyrighted material will be accepted as part of a technical proposal only if accompanied by a waiver that will allow the Authority to make paper and electronic copies necessary for the use of Authority staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

39. SUNSHINE MEETING LAW EXEMPTIONS (Pursuant to section 286.113, F.S.):

The following meetings are closed to the public; however the Authority will make recordings of these meetings available to the public 30 days after opening of bids or replies, whichever occurs first;

- a) Meetings where vendors make oral presentations or answer questions as part of a competitive solicitation;

- b) Meetings of a TSA evaluation, grading or negotiating team to discuss negotiation strategy;
- c) Negotiation sessions with vendors.

40. 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.

41. 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.

42. ADVERTISING:

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

43. 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.

44. EX PARTE COMMUNICATION:

In order 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](mailto: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 Invitations to Bid.

45. QUALIFICATION OF PROPOSERS:

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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.



52. 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.

53. 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.

54. 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.

55. 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.

56. CONTRACT:

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

57. 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.

58. 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.

59. 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.

60. DUE DILIGENCE:

Due care and diligence has been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the 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.

61. 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.

62. DISPUTES AND COMPLAINTS:

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

63. 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.

64. 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.

65. BID BONDS AND OTHER BID SECURITIES:

A bid bond or other security is required with this bid. Either a certified check, a cashier's check, an irrevocable letter of credit or in the alternative, a Bid Bond completed and signed by all required parties shall be required to accompany each Bid Proposal in a stated dollar amount which equals not less than five percent (5%) of the sum of the first years annual contract price included in the Pricing Summary. The preferred Bid Bond format is provided below. Any submitted certified check, cashier's check, or irrevocable letter of credit shall be drawn on a solvent bank or trust company authorized to do business in Florida, payable to the order of Tampa Sports Authority, Florida, and shall have all necessary documentary revenue stamps attached, if required by law. Sureties on Bid Bonds shall be companies authorized to do business in the State of Florida; all such bonds shall be issued or countersigned by a local producing agent who is a resident of the State of Florida and satisfactory evidence of the authority of the person or persons executing such bonds shall be submitted with the bond. Personal checks are not acceptable to Tampa Sports Authority.

66. PERFORMANCE AND PAYMENT BOND:

The successful Proposer and/or equipment supplier shall furnish a performance and payment bond executed by a surety company duly authorized to do business in the State of Florida, which shall be counter-signed by an agent for the company, resident in the State of Florida. The amount of the bond shall be equal to twenty five percent (25%) of the annual contract price, as security for the faithful performance of this contract and as security for the payment of all persons performing labor and furnishing materials in connection with this contract. The surety shall have a rating classification of "A-" and a financial category of Class IV as evaluated in the current Best's Key Rating Guide, Property Liability. In lieu of a performance bond, the bidder may submit an irrevocable letter of credit, cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company payable to the Tampa Sports Authority.

67. SECURITY FORFEITURE:

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.

68. 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 four (4) ranked Proposers will be invited to present to the Selection Committee on April 21<sup>st</sup>.

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 April 21<sup>st</sup>, 2016 at estimated 8:00am, 10:00am, 1:00pm and 3:00pm.*

69. **PROPOSAL EVALUATION CRITERIA:**

The Selection Committee will review and evaluate all responses on the basis of 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 a whole as the decision or recommendation of the Selection Committee will be based on cumulative rank.

**POINT SYSTEM FOR PROPOSAL RANKING WITH ASSOCIATED CRITERIA:**

- |    |  |               |
|----|--|---------------|
| A. | <u>Responsiveness to RFP</u><br>Following proposal format, clarity of proposal, ability to<br>Explain complex ideas.   | 0 – 10 Points |
| B. | <u>Organization of firm</u><br>Size, structure and organization, key personnel committed<br>to project   | 0 – 10 Points |
| C. | <u>Demonstrated Experience</u><br>Documentation of similar projects performed, references,<br>Government experience, financial/other resources,<br>Environmental programs, Training/safety/quality programs. | 0 – 30 Points |

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**

F. Disadvantaged Minority / Disadvantaged Women Business Enterprise Participation:

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

**MAXIMUM BONUS POINTS: 5**

**TOTAL POINTS: 105**

**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.**

70. 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.

71. CONTRACT PRICE INCREASES

Prices must be valid and remain the same for the first (1st) three (3) years of the contract period. Please factor in fuel and personnel adjustments when preparing your bid. Tampa Sports Authority may allow for a cost of expenses increase after the third (3<sup>rd</sup>) year of the original three (3) year period. If the contract period is extended for the additional three (3) year period, Tampa Sports Authority will consider a cost of expenses increase at the beginning of the contract extension period, only. Any requests for the price adjustments for the above period must be received in writing by the Purchasing Department no less than ninety (90) days prior to the commencement of the contract extension period being September 30, 2019. The amount of any price adjustment requested, as well as the staff’s experience with the Proposer’s service for the year ending, will be used in the determination of any price increase. Failure of the staff and

Proposer to agree to any such price increase(s) shall result in termination of the contract as of the last current contract year.

Request for price adjustments must be solely for the purpose of accommodating an increase in the Proposer's cost, not profits. The percentage charge between the prevailing rate and the requested rate shall not exceed 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 existing contract period and the one in effect at the time of request for rate increase. The resulting pricing shall remain the same for the entirety of the renewal period.

72. 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.***

## SCOPE OF SERVICES

1. INTRODUCTION AND BACKGROUND:

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.

2. GOLF COURSE DESCRIPTIONS:

Tampa Sports Authority is comprised of three (3) 18 hole, daily-fee public golf facilities owned and operated by the Tampa Sports Authority.

*The Authority's courses, their descriptions and particulars are listed as follows:*

[This section intentionally left blank]

**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

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**Turf Type**

Greens: Tif-Dwarf Bermuda  
 Tees: 419 Bermuda  
 Fairways/Rough: 419/Common/Bahia

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**Overseed**

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

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<b><u>Particulars</u></b>	<b><u>Measurements:</u></b>	<b><u>Approx. Sq.Ft./Acres</u></b>
Putting Surfaces:	20 Greens	130,000 Sq.Ft.
Tee Surfaces:		175,000 Sq.Ft.
Fairways:	18	30 Acres
Bermuda Rough:		20 Acres
Other Rough Under Irrigation:		25 Acres
Non-Irrigated Turf:		20 Acres
City Owned Lots to be Mowed 22 times/year		10 Acres

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**Irrigation System (Babe Zaharias):**

Toro Osmac and Toro Heads "New in 2004" 31 Satellites  
 Pump Station: 2-75HP, Turbine Pumps in 10" Wells  
 Irrigation Source: Wells with 5 million/month  
 SWFWMD permit

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**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's" 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: 72  
Length: 6,328 Yards from Back Tee

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**Turf Type**

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

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**Overseed**

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

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<b><u>Particulars</u></b>	<b><u>Measurements:</u></b>	<b><u>Approx. Sq.Ft./Acres</u></b>
Putting Surfaces:	19 Greens	100,000 Sq.Ft.
Tee Surfaces:		130,000 Sq.Ft.
Fairways:	18	35 Acres
Bermuda Rough:		25 Acres
Other Rough Under Irrigation:		13 Acres
Aquatics:		10 Acres

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**Irrigation System (Rocky Point):**

Rain Bird Maxi V Controller System 31 Satellites  
Pump Station: PSI, Re-Fab, Skid Mount, 2-75HP,  
1 – 25 HP Jockey  
Irrigation Source: Surface Water, Lake and Canal Fed

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**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**  
**7911 N. 30<sup>th</sup> STREET**  
**TAMPA, FL 33610**

**Golf Course Description**

Built/Open: 1952, 1976, 2000  
Architect: Willie Black, Ron Garl, TSA Staff  
Par: 71  
Length: 6,802 Yards from Back Tee

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**Turf Type**

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

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**Overseed**

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

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**Particulars**

	<b><u>Measurements:</u></b>	<b><u>Approx. Sq.Ft./Acres</u></b>
Putting Surfaces:	20 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	87,500 Sq.Ft.

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**Irrigation System (Rogers Park):**

Toro Osmac Controller System: (This system is managed and maintained by the Water Department.)

Pump Station:

Irrigation Source: Well Water

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**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 (seea) CC to build a nine hole golf course. The first Head Golf Professional, Willie Black directed his group of volunteers. All of the tree removal and shaping was 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 modified 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.

*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 of these areas will be maintained in the same manner as the greens, tees, fairways and bunkers as outlined in the following minimum maintenance specifications.**

*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

Contractor will furnish all labor, materials, and equipment to maintain the Golf Course and other common areas to the highest quality of maintenance possible in accordance with the parameters contained herein while improving upon the existing course in accordance with the specifications; perform all normal functions which are essential to providing quality playing conditions, such as greens mowing, cup changing, proper spacing of tee markers, leveling of tees, grooming, etc.; and develop and perform necessary turf management programs to maintain and improve playing conditions. In areas that are currently not up to the desired standards of the TSA, Contractor will be provided a responsible timeline to bring up the area(s) up to the standards as set forth in the guidelines. However, any area requiring more than 12 months from the date of the award will need to be mentioned in the Proposer's submittal.

Areas of maintenance include, but are not limited to: greens, tees, approaches, collars, fairways, roughs, 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.

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 attired at all times in a manner that will reflect credit to both the Contractor and the TSA.

- a. A Supervisor must be on seven days a week during normal working hours to oversee the workforce.
- b. On tournament days, a supervisor will be required to be on hand to ensure that all of the work is complete and that the course is set up for 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 maintain a sufficient number of personnel at all times to accomplish, on schedule, all work under this contract. The Contractor shall submit a listing of

personnel and the types of positions proposed along with the man hours required per week per individual.

- e. During all normal working hours, and during execution of the work, the Contractor shall give the job or shall have on the job a responsible and competent superintendent with authority to speak and act for the Contractor.

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 bi-weekly 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 will result in overtime added or hiring of temporary personnel to perform necessary work lost.

- 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 5/32” to 1/4” depending on weather and time of year; varying mowing directions each time greens are mowed. The TSA Representative must be notified the day prior 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 “Ryan Greensaire” or approval equal which places holes on two (2) inch centers and a minimum of two (2) inches deep. One aerification per year will be performed by utilizing a Verti-drain (or approved equal) 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. 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. Each TSA course will have a separate turf management program that will outline the specific recommendations that Contractor is proposing. This plan should include the overall annual program for turf nutrition with specifics as to the sources of N:P:K that are being proposed. BMP’s 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.
10. Pre-emergent 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 signalgrass, goosegrass, crabgrass, etc. A list of proposed pre-emergents should be included in the agronomic 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.
12. Insecticide: All greens and practice greens shall be treated as required to control insect activity and prevent damage to the turf.
13. Over seeding: All 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 25 pounds per 1,000 square feet should be applied, followed by a top dressing and matting 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 VP of Golf Operations and the Project Manager well in advance of the overseeding period. Any deviations in cost will be discussed with the selected vendor if and when this should arise.

B. ALL AREAS USED FOR TEE SURFACE:

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.
2. Top dressing: All tees shall be top dressed a minimum of three (3) times each summer with daily divot repair.
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
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 as necessary. 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.
6. Vertical mowing: All tees shall be severely vertically mowed 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.
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.
9. Insecticide: All tees shall be treated as required to control insect activity and prevent damage to the turf.

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 ½” to ¾” during the active growing season and as needed for the balance of the year.
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 eight (8) inches on center or be of a diameter of less than ½” with 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 Verti-Drain (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) shall be used to determine other nutritional requirements. All Proposers should submit with their agronomic summary, what fertility program they plan to follow and outline the annual rates of fertilization that they are planning to apply to the various courses.
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 shall be kept weed-free to an extent of at least 95% of the area by the proper application of approved herbicides.
6. Insecticide: All fairways and roughs shall be treated as required to control insect activity and prevent damage to the turf.
7. Overseeding of fairways shall be done each Fall at a rate of not less than 300 pounds per 1000 acres 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 VP of Golf Operations and the Project Manager well in advance of the overseeding period.

**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. Roger's Park has eliminated the use of MSMA from utilization near it's wellfields. The use of all Restricted Use Pesticides must be approved by the VP of Golf Operations 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 it's 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 3” 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 the clubhouse and entrance. *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 4 ½ inches. No more than ½ of the top growth should be removed with any one 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 with each mowing service. Bed edges shall be edged 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 3 – 4 inches in depth. The type and color of mulch must be approved by the TSA's Representative.

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.

J. CLEAN-UP:

All areas shall be maintained free of trash and debris such as paper, drinking cans, bottles, fallen limbs, leaves and moss.

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.

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. Pruning of palm trees and trees above 15 feet shall be performed under a separate agreement. In short, if it can be reached from the ground, it is the Contactor's responsibility to prune/trim it.
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: All damaged trees shall be removed and replaced by the Contractor within fourteen (14) days unless determined differently by the TSA.

O. 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, etc.) on an on-going basis.
2. The irrigation pumps shall be serviced and maintained by the TSA as well as any replacement pumps and motor costs. Contractor should notify TSA as soon as possible when something goes wrong with pumping station.
3. Each Budget Year, a Line Item Budget of \$6,000.00 will be established in the Contractor's Proposal for irrigation equipment and supplies to perform necessary repairs, however, labor is not to be included in these repairs. A monthly report will be submitted to the TSA for irrigation repairs along with the support documentation. This report will consist of 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 charges back to the TSA. If there is an overage, an invoice must be submitted on or before the 10<sup>th</sup> of October. If the invoice is not received on or before that date, the TSA will not be responsible for any overage.

P. 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 the record keeping gallonage of water discharge from the irrigation lake to the golf course. This also includes the discharge of the TSA reuse

water. The Contractor will be required to provide the TSA Representative a copy of all regulatory forms required with the consumptive use permit. Contractor is also responsible for all meter reading and record keeping in order to comply with the above permit.

Q. EDGING:

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

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.

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.

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:

Historically, the TSA has purchased all major equipment necessary to maintain the Golf Courses. It is the desire of TSA to provide the current inventory of the equipment to the Contractor for the

Contractors 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.

Also, attached herein is the current equipment replacement schedule that is utilized by the TSA to determine needs of the club if and when capital needs come up. Contractor will be required to submit a list of the equipment plans that they will be utilizing in this RFP and the time frame for bringing in the necessary equipment to be utilized in the contract term. It is up to the sole discretion of the Contractor as to what equipment plan they will be utilizing and all programs will be taken into account during the selection process.

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 owing 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 owing 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 VP of Golf Operations 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 VP of Golf 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 VP of Golf Operations 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 VP of Golf Operations, 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 VP of Golf Operations' 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 on a monthly basis. Please indicate in the pricing document. The Contractor shall be paid upon submission of properly certified invoices to the VP of Golf Operations 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's 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-hour 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 this personnel. We would expect that supervision of this work be provided for at no additional cost to TSA. Examples of this were 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 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 Vice President of Golf Operations beforehand.

## **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 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.

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 all reported felony convictions in a particular state.
- County Level Felony & Misdemeanor. A search of the county seat for any and 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 keep the area neat and clean at all times.

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.



**OPERATING BUDGET: YEAR 1**

<b>DESCRIPTION</b>	<b>COST</b>
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** \_\_\_\_\_

**PRICING SUMMARY SHEET FOR BABE ZAHARIAS**

**YEAR 1 (OCTOBER 1<sup>ST</sup>, 2016 THRU SEPTEMBER 30<sup>TH</sup>, 2017)**

<i>SALARY &amp; BENEFITS</i>	_____
OPERATING BUDGET COSTS	_____
EQUIPMENT REPLACEMENT	_____
<i>TOTAL YEAR 1</i>	_____

**YEAR 2 (OCTOBER 1<sup>ST</sup>, 2017 THRU SEPTEMBER 30<sup>TH</sup> 2018)**

<i>SALARY &amp; BENEFITS</i>	_____
OPERATING BUDGET COSTS	_____
EQUIPMENT REPLACEMENT	_____
<i>TOTAL YEAR 2</i>	_____

**YEAR 3 (OCTOBER 1<sup>ST</sup> 2018 THRU SEPTEMBER 30<sup>TH</sup>, 2019)**

<i>SALARY &amp; BENEFITS</i>	_____
OPERATING BUDGET COSTS	_____
EQUIPMENT REPLACEMENT	_____
<i>TOTAL YEAR 3</i>	_____

**TOTAL OF YEARS 1-3 (3 YEARS) BABE ZAHARIAS:** \_\_\_\_\_

**PRICING SUMMARY SHEET FOR ROCKY POINT GOLF COURSE**

**YEAR 1 (OCTOBER 1<sup>ST</sup>, 2016 THRU SEPTEMBER 30<sup>TH</sup>, 2017)**

SALARY & BENEFITS \_\_\_\_\_  
OPERATING BUDGET COSTS \_\_\_\_\_  
EQUIPMENT REPLACEMENT \_\_\_\_\_  
TOTAL YEAR 1 \_\_\_\_\_

**YEAR 2 (OCTOBER 1<sup>ST</sup>, 2017 THRU SEPTEMBER 30<sup>TH</sup> 2018)**

SALARY & BENEFITS \_\_\_\_\_  
OPERATING BUDGET COSTS \_\_\_\_\_  
EQUIPMENT REPLACEMENT \_\_\_\_\_  
TOTAL YEAR 2 \_\_\_\_\_

**YEAR 3 (OCTOBER 1<sup>ST</sup> 2018 THRU SEPTEMBER 30<sup>TH</sup>, 2019)**

SALARY & 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 1<sup>ST</sup>, 2016 THRU SEPTEMBER 30<sup>TH</sup>, 2017)**

*SALARY & BENEFITS* \_\_\_\_\_  
*OPERATING BUDGET COSTS* \_\_\_\_\_  
*EQUIPMENT REPLACEMENT* \_\_\_\_\_  
*TOTAL YEAR 1* \_\_\_\_\_

**YEAR 2 (OCTOBER 1<sup>ST</sup>, 2017 THRU SEPTEMBER 30<sup>TH</sup> 2018)**

*SALARY & BENEFITS* \_\_\_\_\_  
*OPERATING BUDGET COSTS* \_\_\_\_\_  
*EQUIPMENT REPLACEMENT* \_\_\_\_\_  
*TOTAL YEAR 2* \_\_\_\_\_

**YEAR 3 (OCTOBER 1<sup>ST</sup> 2018 THRU SEPTEMBER 30<sup>TH</sup>, 2019)**

*SALARY & BENEFITS* \_\_\_\_\_  
*OPERATING BUDGET COSTS* \_\_\_\_\_  
*EQUIPMENT REPLACEMENT* \_\_\_\_\_  
*TOTAL YEAR 3* \_\_\_\_\_

**TOTAL OF YEARS 1-3 (3 YEARS) ROGERS PARK:** \_\_\_\_\_

**SUMMARY OF TOTALS FOR 3 COMBINED COURSES  
(SUMMARY FOR 3 YEARS)** \_\_\_\_\_

# **Base Agreement**

**BASE AGREEMENT SETTING FORTH  
THE MINIMUM REQUIREMENTS FOR GOLF COURSE GROUNDS MAINTENENCE**

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.

## AGREEMENT

**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:

**1. 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.

**2. Agreement Components.**

A. 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 INFORMATION AND CONDITIONS (Pages 5 - 22)
- 2) SCOPE OF SERVICES (Pages 23 - 29)
- 3) SCOPE OF WORK (Pages 30 - 41)
- 4) SPECIAL CONDITIONS AND STAFFING/OPERATING BUDGETS (Pages 42 - 46)
- 5) PRICING SUMMARIES (Pages 47 - 49)
- 6) MISC. FORMS AND ATTACHMENTS (Pages 51 – 86)

B. 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.).

**3. 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.”

**4. Term.**

The term of this Agreement (“Term”) shall commence on \_\_\_\_\_, 200\_\_ and terminate on \_\_\_\_\_, 20\_\_ unless this Agreement is earlier terminated as provided for herein.

**5. Performance and Payment Bond**

The Contractor shall furnish a performance and payment bond executed by a surety company duly authorized to do business in the State of Florida, which shall be counter-signed by an agent for the company, resident in the State of Florida. The amount of the bond shall be equal to twenty five percent (25%) of the annual contract price, as security for the faithful performance of this contract and as security for the payment of all persons performing labor and furnishing materials in connection with this contract. The surety shall have a rating classification of "A-" and a financial category of Class IV as evaluated in the current Best's Key Rating Guide, Property Liability. In lieu of a performance and payment bond, the bidder may submit an irrevocable letter of credit, cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company payable to the Tampa Sports Authority.

**6. 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.

**7. Indemnification.**

A. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the Authority, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, ut not limited to, costs, expenses and attorneys and experts fees at trial and on appeal (collectively, "Claims") for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

- 1) The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or
- 2) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws, as hereinafter defined; or
- 3) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Contractor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
- 4) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors.

B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

**8. 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 coverage's 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.

1.	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
2.	Automobile Liability	
	Each Occurrence Combined Single Limit	\$1,000,000
	General Aggregate	\$1,000,000
3.	Worker's Compensation	Florida Statutory Requirements
4.	Employer's Liability	
	Each Accident	\$500,000
	Disease Each Employee	\$500,000
	Disease Policy Limit	\$500,000

A. 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 coverage's or limits, a notice thereof shall be given to the Authority by certified mail to: Tampa Sports Authority, c/o Janice Hosey, 4201 N. Dale Mabry Highway, Tampa, Florida, 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.

**9. 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.

**10. 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.

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

**CONTRACTOR:**

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

**11. 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.

**12. 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 so as 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.

**13. 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.

**14. Termination.**

- A. This Agreement may be terminated at any time by the Authority for convenience, upon thirty (30) days written notice to Contractor.
- B. 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.

- C. Funds are not available for this service. The Authority's obligation is contingent upon the availability of appropriated funds.
- D. Termination of this Agreement shall act as a termination of the Other Documents and its Appendices.

**15. 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:

- A. 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;
- B. 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, (1) 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 (2) 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.

**16. Public Records Law.**

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

**17. Contract Adjustments.**

- A. 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 effected through written amendments to this Agreement, signed by authorized representatives of the Parties ("Change Orders").
- B. 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.
- C. 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.
- D. 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.
- E. 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.



**18. Entire Agreement; Amendment and Waiver.**

This Agreement (together with the Exhibits hereto) supersedes any and 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.

**19. 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.

**20. Third Party Beneficiary.**

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

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. Authority Consent and Action.**

- A. 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.
- B. 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.

**26. 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.

**27. Attorney’s Fees.**

In the event either party employs an attorney to enforce any of the conditions of this agreement or to enforce any covenants hereunder or to enforce any of the rights, remedies, privileges, or options at law or in equity; the prevailing party shall be entitled to reimbursement from the non-prevailing party of all legal costs and expenses incurred or paid by the prevailing party in so doing, including without limitation, all attorney and paralegal fees and costs if the matter is settled by legal action at the trial court level and at any and all appellate court levels in all matters of collection, enforcement, construction, and interpretation, as well as appearances in and connected with any bankruptcy proceedings or creditors' reorganization or similar proceedings

**28. Excess Reprourement 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.

**29. 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.

**30. 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.

**31. 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.

**32. No Waiver.**

No provision of this Agreement will be deemed waived by either party 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 Contractor shall not constitute a waiver of the requirement for obtaining the Authority's consent respecting any subsequent action.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

Tampa Sports Authority:

By: \_\_\_\_\_  
Executive Director

Contractor:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Administrative Assistant

ATTEST:

By: \_\_\_\_\_  
Secretary

(Authority Seal)

(Corporate Seal)

Approved as to form:

By: \_\_\_\_\_  
Authority Chairman of the Board

\_\_\_\_\_  
Date

Approved as to form:

By: \_\_\_\_\_  
Authority Attorney

\_\_\_\_\_  
Date

REMAINING PORTION INTENTIONALLY LEFT BLANK

## **REQUIRED FORMS**

**(Acknowledgment of Contractor)**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:  
City of \_\_\_\_\_ )

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by \_\_\_\_\_  
(Name and Title)  
of \_\_\_\_\_ (“Company”), on behalf of the Company. He/She is personally known to me or has  
produced \_\_\_\_\_, as identification and appeared before me at the time of  
notarization.

\_\_\_\_\_ warrants that he/she is authorized by the Company to execute the foregoing  
Agreement.

(SEAL)

NOTARY PUBLIC:

\_\_\_\_\_

My commission expires: \_\_\_\_\_

**DECLARATION AND PROPOSAL GUARANTEE**

1. Name of Proposer: \_\_\_\_\_  
(Typed or Printed: Company, Corporation, Business or Individual)
2. Name of Contact Person: \_\_\_\_\_
3. Our local (to Tampa, Florida) business and mailing address is:  
\_\_\_\_\_  
\_\_\_\_\_
4. Our primary business address is:  
\_\_\_\_\_  
\_\_\_\_\_
5. Federal I.D. Number: \_\_\_\_\_
6. Our present business phone number is: ( \_\_\_\_\_ ) \_\_\_\_\_
7. Our present fax number is: ( \_\_\_\_\_ ) \_\_\_\_\_
8. Our present e-mail address is: \_\_\_\_\_
9. Our business has been operating under its present name since: \_\_\_\_\_

**The below named Proposer and company declares:**

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

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

ATTEST:

PROPOSER

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (SEAL)  
(Authorized Signature)

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Date Signed

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

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





**ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION**

(STATE OF FLORIDA)

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

(CITY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_ of \_\_\_\_\_  
(Name and Title of Officer) (Name of Principal)

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

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

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

NOTARY PUBLIC:

Sign: \_\_\_\_\_

Print/Type: \_\_\_\_\_

SEAL

**LEGAL STATUS OF PROPOSER**

This Proposal is submitted in the name of:

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

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

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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

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

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

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

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

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

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**PROPOSAL QUALIFICATION/REFERENCE FORM**

The Proposer shall provide a minimum of three (3) references for contracts for three (3) similar projects that have been completed successfully by the Proposer in the Southeastern United States within the last five (5) years.

**Three (3) projects are required to qualify the company to submit a proposal.** References will be contacted and the information supplied will be considered in the award of this contract.

**1. CONTRACT NAME AND DESCRIPTION:**

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

DATES: \_\_\_\_\_

CONTRACT  
AMOUNT: \_\_\_\_\_

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

CONTACT: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
(PHONE)

\_\_\_\_\_  
(EMAIL)

**2. CONTRACT NAME AND DESCRIPTION:**

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

DATES: \_\_\_\_\_

CONTRACT  
AMOUNT: \_\_\_\_\_

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

CONTACT: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
(PHONE)

\_\_\_\_\_  
(EMAIL)

**3. CONTRACT NAME AND DESCRIPTION:**

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---

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DATES: \_\_\_\_\_

CONTRACT  
AMOUNT: \_\_\_\_\_

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

CONTACT: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
(PHONE)

\_\_\_\_\_  
(EMAIL)

**SWORN STATEMENT  
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 the term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the Authority.

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

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

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

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

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

Name of Affiliate  
or entity

Name of TSA Board Member  
or employee

Relationship

_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

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

SIGN: \_\_\_\_\_

PRINT: \_\_\_\_\_

Notary Public, State at large  
My Commission Expires:

(Seal)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON 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 into 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)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_ OR produced identification \_\_\_\_\_

Type of Identification and Number \_\_\_\_\_

Notary Public - State of \_\_\_\_\_ County of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

Notary Seal:

## INSURANCE REQUIREMENTS

During the life of this Agreement, the Contractor 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 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. All Liability Policies shall provide that the Authority and the City of Tampa are additional insured but solely in accordance with and subject to the indemnification provisions set forth as to the operations of the Contractor under this Agreement and shall also provide the Severability of Interest Provision. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on forms which are to be approved by Licensor and furnished by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided the Authority if requested on a timely basis.

Thirty (30) days prior written notice by registered or certified mail shall be given the Authority of any cancellation or reduction in the policies' coverage except in the application of the Aggregate Limits Provisions. In the event of a reduction in any Aggregate Limit, the Contractor shall take immediate steps to have it reinstated. The Contractor shall notify the Authority within 30 days if Aggregate Limits are reached.. Contractor shall make up any impairment when known to it. The Contractor authorizes the Authority and its Insurance Consultant to accompany all information furnished the Authority, as to its compliance with its insurance carriers. As to the operations of the Contractor, all insurance coverage of the Contractor shall be primary to any insurance of self-insurance program carried by the Authority.

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

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

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

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

**Ms. Janice Hosey  
Administrative Assistant to President & CEO  
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 Contractor not, in the opinion of the Authority, provide or maintain the insurance coverage required in this Agreement, the Authority may terminate or suspend this Agreement.

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

**INSURANCE COVERAGE AND LIMITS**

A. **Workers' Compensation and Employers' Liability Insurance** shall be maintained in force during the term of this agreement for all employees of Contractor engaged in this Work under this Agreement, in accordance with the laws of the State of Florida. The amount of the Employers' Liability Insurance shall not be less than:

**Workers' Compensation :** Florida Statutory Requirements  
**Employers' Liability:** \$500,000 Limit Each Accident  
\$500,000 Limit Disease Aggregate  
\$500,000 Limit Disease Each Employee

B. **Commercial General Liability Insurance** shall be maintained by the Contractor. 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  
\$2,000,000 Each occurrence and Aggregate for Liability under this Specific Agreement  
\$1,000,000 Personal and Advertising Injury  
\$1,000,000 Pesticide/Herbicide/Pollution

Should the Contractor'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

C. **Automobile Liability Insurance** shall be maintained by the Contractor as to the Ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles to be used for the event with limits of not less than:

**Bodily Injury & Property Damage Liability:**

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

**ACKNOWLEDGMENT OF ADDENDA (If applicable)**

I, \_\_\_\_\_, on this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_ hereby  
acknowledge receipt of any and all Addenda Notices hereby issued in regards to this **RFP #15-08** for  
**Golf Course Grounds Maintenance.**

Addenda Numbers Received:

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

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

SIGNATORY'S NAME: \_\_\_\_\_

SIGNATORY'S TITLE: \_\_\_\_\_

COMPANY/PROPOSER: \_\_\_\_\_

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

1. This statement is submitted with **Request for Proposal #15-08, 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 bid a copy of the statement specified in subsection (A).
  
  - d. In the statement specified in subsection (A), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
  
  - e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
  
  - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

PROPOSER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**BID BOND**

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)

(Seal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

**Performance Bond**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_  
(Contractor name, complete address including zip code and legal title)

as Principal, hereinafter called Contractor, and \_\_\_\_\_  
(Surety name and complete address including zip code)

a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ as Surety, herein after called Surety, are held firmly bound

unto \_\_\_\_\_  
(Owner name, complete address including zip code and legal title)

as Oblige, hereinafter called Owner, in the amount of \_\_\_\_\_ Dollars (\_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has be written agreement dated \_\_\_\_\_ entered into a contract with Owner for \_\_\_\_\_

in accordance with drawings and specifications prepared by \_\_\_\_\_

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, promptly and faithfully Perform and CONTRACT, then this obligation shall be null and void, otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Owner. Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the CONTRACT in accordance with its terms and conditions, and
2. Shall save the Owner harmless from any claims, judgments, or liens arising from the Surety’s failure to either remedy the default or to complete the CONTRACT in accordance with its terms and conditions in a timely manner. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors of Owner.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Principal Raised Corporate Seal (MUST BE AFFIXED) \_\_\_\_\_ (Seal)  
(Contractor Name)

BY: \_\_\_\_\_ (Seal)  
(Must be President, Vice President, Owner, Partner, Manager or Member)

TITLE: \_\_\_\_\_

Surety Raised Corporate Seal  
(MUST BE AFFIXED)

SURETY: \_\_\_\_\_

BY: \_\_\_\_\_ (Seal)

NOTES: Raised Corporate Seals are MANDATORY.  
Applicable sections of attached acknowledgments must be completed and returned as part of the bond.

**PERFORMANCE BOND ACKNOWLEDGMENTS**

**Acknowledgment by Principal if individual or Partnership**

STATE OF \_\_\_\_\_ County of \_\_\_\_\_ to which

I, \_\_\_\_\_ a Notary Public in and for the county and state aforesaid, do hereby certify that \_\_\_\_\_ whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Notary Seal                      My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

---

**Acknowledgment by Principal if Corporation**

STATE OF \_\_\_\_\_ County of \_\_\_\_\_ to which

I, \_\_\_\_\_ a Notary Public in and for the county and state aforesaid, do hereby certify that \_\_\_\_\_ who as, \_\_\_\_\_ signed the foregoing writing for \_\_\_\_\_ a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Notary Seal                      My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

---

**Acknowledgment by Surety**

STATE OF \_\_\_\_\_ County of \_\_\_\_\_ to which

I, \_\_\_\_\_ a Notary Public in and for the county and state aforesaid, do hereby certify that \_\_\_\_\_ who as, \_\_\_\_\_ signed the foregoing writing for \_\_\_\_\_ a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.

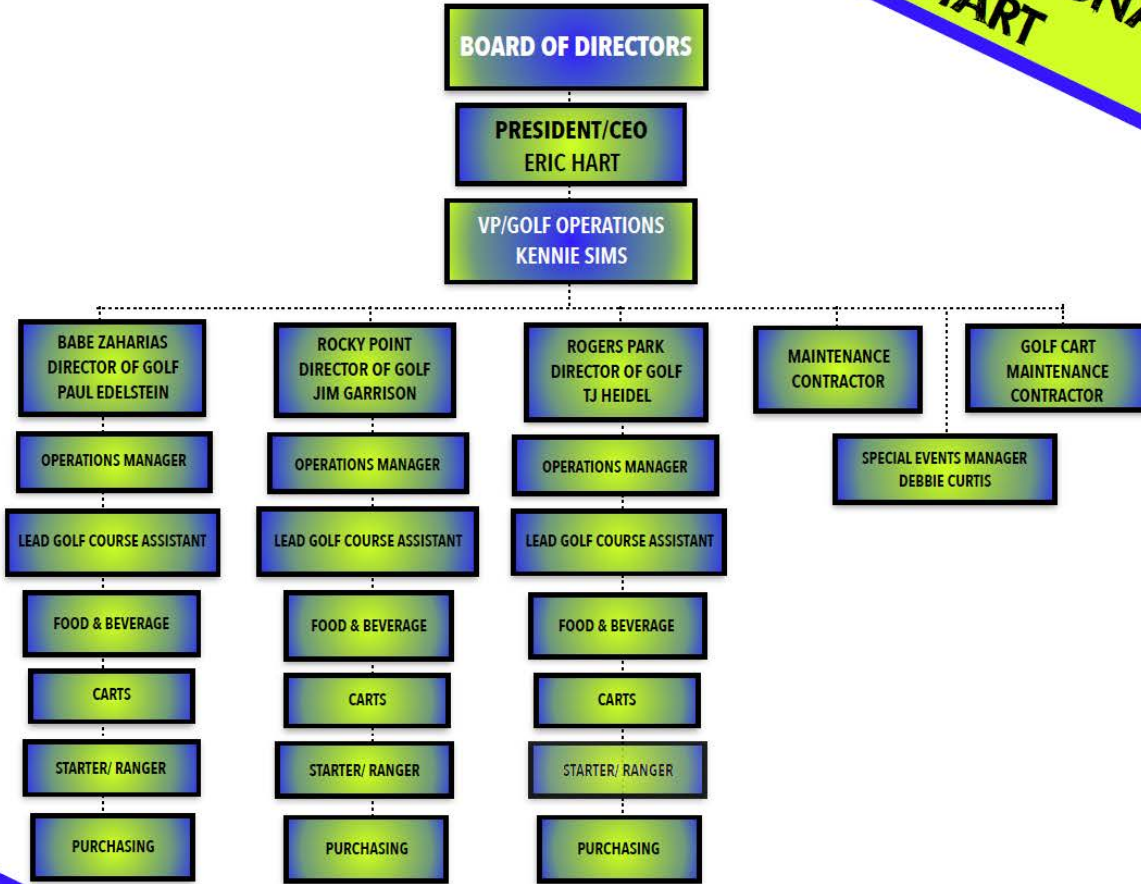
Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Notary Seal                      My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.



**GOLF COURSE ORGANIZATIONAL CHART**

**ORGANIZATIONAL CHART**



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

RFP Number: **15-08**  
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](mailto:djones@tampasportsauthority.com) OR

Fax this form to: 813-350-6611 OR

Mail this form 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 Proposers for the Tampa Sports Authority.

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

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

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

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

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

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

## RFP CHECKLIST

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

- Proposer Registration – Page 4
- Response Requirements, Format and Content – Page 9-11 (Questions and Answers – No Forms)
- Staffing: Year 1 – Page 45
- Operating Budget Year 1 – Page 46
- Pricing Summaries (Babe, Rocky & Rogers) – Pages 47-49
- Declaration and Proposal Guarantee – Page 63-64
- Acknowledgment of Proposer, If a Corporation (if applicable) – Page 65
- Acknowledgment of Proposer, If a Partnership or Individual (if applicable) – Page 65
- Acknowledgment of Principal, If a Corporation (if applicable) – Page 66
- Legal Status of Proposer – Page 67
- Proposer Qualification/Reference Form – Page 68
- Sworn Statement on Disclosure of Relationships – Pages 70-71
- Sworn Statement Pursuant to Section 287.133(3)(a), F.S. on Entity Crimes – Pages 72-73
- Submit Certificate of Insurance – Review Pages 53-54 & 74-75
- Acknowledgment of Addenda, (if applicable) – Page 76
- Preferences to Businesses with Drug-Free Workplace Programs Under Section 287.087, Florida Statutes – Page 77
- Bid Bond – Pages 78
- Performance Bond – Pages 79-80
- Statement of No Bid (Complete this form only if not submitting a bid) –Page 82
- Proposal Checklist – Page 83

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

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*Date*

**Attachment – Current Equipment Lists for Rocky Point**

Tampa Sports Authority  
 Rocky Point  
 Current Usable Equipment List  
 2016

<b>Equipment</b>	<b>Type</b>	<b>Serial</b>	<b>Hours</b>	<b>Condition</b>
EZ Go Truckster 3 Wheel	Utility	#003233	3484	POOR
EZ Go Truckster 3 Wheel	Utility	#002464	3002	POOR
Alamo Mott Flail Mower	Mower Attach	F 96	n/a	FAIR
John D. Tractor 2155G	Loader	2155-342023	4397	POOR
230 AMP AC Welder	Welder	N/A	n/a	FAIR
Blue New Holland Tractor	Tractor	8035.252-520	4477	POOR
Toro Workman3100 Truckster	Utility	#07210-210000-117	n/a	POOR
Toro Workman3100 Truckster	Utility	#07210-210000-220	n/a	POOR
Ditch Witch	Trencher	VP12-162889	n/a	POOR
Dakota 410 Turf	Topdresser	410	n/a	POOR
Turf Truckster 32	Utility	2476730	3943	POOR
Greens King IV	Mower	6228804799	2277	POOR
Toro Sandpro 2020-BNKR.	Sand	#0884-260000-325	5901	POOR
Kubota M5040F 4 Cyl. 44HP	Tractor	M504-10430	2183	POOR
Jacobson Fairway Mower	Mower	6794 5027 04	2357	POOR
Goosen Debris Blower	Blower	609		POOR

**Attachment – Current Equipment Lists for Babe Zaharias**

Tampa Sports Authority  
 Babe Zaharias  
 Current Usable Equipment List  
 2016

<b>Equipment</b>	<b>Type</b>	<b>Serial</b>	<b>Hours</b>	<b>Condition</b>
JD 5310 Loader	Loader	LV5310S430185	8427	POOR
JD 5205 Tractor	Tractor	LV5205C522909	n/a	FAIR
Toro 2300 Belt Dresser	Topdresser	44-501-60314	n/a	POOR
Toro Aerator 687 pull behind	Aerifier	90128	n/a	FAIR
Toro 5410 Fairway	Mower	03670-270000771	6075	POOR
Toro 2500 Tee Mower	Mower	04356-250000116	6456	POOR
Bush Hog Pull Behind TD1500	Mower	TD1500 12-00461	n/a	FAIR
Toro Workman	Utility	07210-210000154	8682	POOR
Toro Workman Sprayer	Sprayer	07210- 210000130	3473	POOR
Toro Sand Pro 2020	Sand	08884-260000324	5072	FAIR
Cushman Spiker	Attachment	898922A- 99004358	8375	POOR
Tractor Mount Blower	Blower	BW 302 PLUS	n/a	FAIR
Toro 328 Deck Mower	Mower	30627- 270000139	2160	FAIR

**Attachment – Current Equipment Lists for Rogers Park**

Tampa Sports Authority  
 Rogers Park  
 Current Usable Equipment List  
 2016

<b>Equipment</b>	<b>Type</b>	<b>Serial</b>	<b>Hours</b>	<b>Condition</b>
Toro Multi-Pro 1250	Spray Rig	41163-240000475	2515	FAIR
Cushman Groom Master	Bunker Rake	898922A- 99004357	5518	FAIR
Toro 3100 Greensmaster	Tee Mower	04356-240000233	4240	BAD ENGINE
Toro Workman 3100	Utility Vehicle	07210-2100001	7726	FAIR
Case 380B	Tractor / Loader	380B-86728	3360	POOR
Goossen Versa-Vac	Vacuum	VV10000-388	n/a	POOR
Dump Trailer	TRAILER	432DG21B964138	n/a	FAIR
kioti loader	tractor / loader	FC2000074		POOR
turf brush	brush		n/a	FAIR
conibear spreader	spreader	3052	n/a	FAIR
progressive 36-2	rough mower		n/a	POOR
aerator 686	fairway aerifier	44850-310000139	n/a	FAIR