



**PROCUREMENT DEPARTMENT  
4201 N. DALE MABRY HIGHWAY  
TAMPA, FLORIDA 33607  
(813) 350-6511 FAX (813) 350-6611**

**REQUEST FOR PROPOSAL**

**ROGERS PARK GOLF COURSE  
CELLULAR COMMUNICATIONS TOWER LEASE**

**Date:** April 21, 2014

**RFP No.:** 13-11

*Sealed submissions* will be received by the Tampa Sports Authority's, Purchasing Department, 4201 N. Dale Mabry Highway, Tampa, FL 33607, until:

**2:00 P.M. EST on Tuesday, May 20, 2014**

at which time submissions will be opened for:

**Rogers Park Golf Course Cellular Communications Tower Lease**

**A Mandatory Pre-Proposal Conference is scheduled for:**

**10:00 A.M. EST on Tuesday, May, 6, 2014**

Said qualification proposals must conform to the requirements outlined in the Request for Proposal. The Authority reserves the right to reject any and all submissions and to waive minor informalities.

Enclosed as part of the Request for Proposal are:

- Part I General Information
- Part II Specifications
- Part III Submission Form

Appendices

- A. Acknowledgment Form
- B. Acknowledgment of Addenda

- C. Preference to Businesses with Drug Free Workplace Programs
- D. Procurement and Registration Form
- E. Site Lease Agreement (For Exhibit Only)

If you elect to respond to this Request for Proposal, **provide one (1) unbound original and six (6) bound copies of your submission to this office by the date indicated.** Please mark the original.

Submissions should be in sealed envelopes or boxes marked **“Rogers Park Golf Course Cellular Communications Tower Lease – RFP 13-11”**. **FAXED AND/OR E-MAILED SUBMISSIONS WILL NOT BE ACCEPTED.**

Submissions should be valid and firm for 120 days after RFP due date. If submissions are mailed, it is suggested that submitters request the delivering agency to provide a record of their delivery.

Submissions will be received at **2:00 P.M. EST on Tuesday, May 20, 2014**, in the Authority’s Headquarters located at Raymond James Stadium, Entrance “B” off Himes Avenue, Tampa, FL 33607.

All questions or requests for additional information are required to be in writing and may be faxed to 813-350-6611 or e-mailed to [djones@tampasportsauthority.com](mailto:djones@tampasportsauthority.com). Any verbal responses to questions or changes or additions to the Specifications or any part of this Request for Proposal will not be binding on the Authority or its representatives. Only changes or additions made by Addenda issued by the Tampa Sports Authority through written notice should be considered for your submittal. All written responses will be shared with all potential submitters who register via the “Procurement and Registration Form” enclosed as “Appendix D.” **Questions must be submitted, in writing, via email or facsimile by Monday, May 12, 2014 not later than 1:00 p.m. EST.**

**Faxed and late qualification proposals will be rejected.**

Protest Procedures: 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 Board members during the pendency of any protest.

**TIMETABLE**

Release RFQ .....	Monday, April 28, 2014 (after 10:00 a.m.)
Advertising Dates (Times).....	Sundays, April 27 <sup>th</sup> & and May 4 <sup>th</sup> , 2014
Advertising Dates (Sentinel).....	Tuesday, April 29 <sup>th</sup> , 2014
Mandatory Pre-Proposal Conference (at Rogers Park).....	Tuesday, May 6 <sup>th</sup> , 2014
Last Day for Questions .....	Monday, May 12, 2014 (not later than 1:00 pm)
Request for Proposal Due Date.....	Tuesday, May 20, 2014 (not later than 2:00 pm)
Proposal Review Period.....	Wednesday, May 22 <sup>nd</sup> – Friday, May 23 <sup>rd</sup> , 2014
Final Interviews (if Applicable)...	Tuesday, June 10 <sup>th</sup> , 2014 (9:30 a.m.; 11:00am; & 1:30pm)
Final Ranking.....	Tuesday, June 10 <sup>th</sup> , 2014
Board of Directors Approval .....	Monday, June 30 <sup>th</sup> , 2014 at 4:00 p.m.
City of Tampa Board Approval (Based on Contract Terms) .....	July 2014 at TBD

## REQUEST FOR PROPOSAL

### ROGERS PARK GOLF COURSE CELLULAR COMMUNICATIONS TOWER LEASE

#### PART I

#### GENERAL INFORMATION

#### **SOLICITATION OF CELLULAR COMMUNICATIONS TOWER LEASE INTEREST:**

This is a request by the Tampa Sports Authority (Authority hereafter) for interested cellular communication tower companies to submit their credentials and proposals to the Authority for consideration during this process. Wherever herein the term “contractor and company” are used it shall also mean proposer or Proposer. The Authority is interested in starting this project not later than approximately September 2014.

Contractors desiring to respond should have experience with building/constructing cellular communications towers.

#### **GOLF COURSE DESCRIPTION AND BACKGROUND**

##### **Golf Course Description**

Built/Open:	1976 and 2000
Architect:	Ron Garl
Par:	71
Length:	6,802 Yards from Back Tee

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##### **Turf Type**

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

#### **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 (9) 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.

### **SUBMISSION DUE DATE**

Completed Submittals (including completed Submittal Forms, sample contracts, etc.) are due no later than **2:00pm, Tuesday, May 20, 2014, and shall be valid and firm for 120 days after the RFP due date. One unbound original and six (6) copies** shall be mailed or delivered to Deltecia Jones, Sr. Procurement Analyst, Tampa Sports Authority, 4201 North Dale Mabry Highway, Tampa, FL 33607.

Submissions should be in sealed envelopes marked "Submission for Insurance Agent – RFP 13-11." **FAXED AND/OR E-MAILED SUBMISSIONS WILL NOT BE ACCEPTED.**

### **WAIVER/REJECTION OF PROPOSALS**

The Authority reserves the right to waive formalities or informalities in Submissions, to reject, with or without cause, any or all Submissions or portions of Submissions, or to negotiate or not negotiate with or to interview or not interview individual Submitters, or to accept any Submission(s) or portions of Submissions deemed to be in the best interest(s) of the Authority, or to resolicit Submissions or not.

Proposers may be disqualified and rejection of proposals may be recommended to the Authority for any of but not limited to the following causes:

- (A) Failure to use the proposal form furnished by the Authority;
- (B) Lack of signature by an authorized representative on the proposal form;
- (C) Failure to properly complete proposal;
- (D) Evidence of collusion among proposers. Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the Proposals of such Proposers void;
- (E) Advance disclosures of any information to any particular Proposer which gives that particular Proposer any advantage over any other interested Proposer, in advance of the opening of Proposals, whether in response to advertising or an informal request for Proposals, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that particular bid solicitation or request;
- (F) Omission of proposal guarantee or signature page;
- (G) Unauthorized alteration of bid form. Authority reserves the right to waive any minor informality or irregularity;
- (H) Failure to sign and return any addenda;
- (I) Faxed, e-mailed and/or unsealed Proposals will be rejected.

### **CONTRACT TERM/OPTION**

The Contractor shall propose the terms of this agreement to the Authority in his/her bid proposal.

**Note: For planning purposes, proposed agreements with a term exceeding ten (10) years will require approval by the Tampa Sports Authority Board of Directors and the City of Tampa.**

### **ADDITIONAL INFORMATION**

The Authority will not respond to verbal questions/requests for clarification. If more information is needed, please request it in writing from Deltecia Jones, Sr. Procurement Analyst, Tampa Sports Authority, email [djones@tampasportsauthority.com](mailto:djones@tampasportsauthority.com). The deadline for Submitter requests for additional information is **1:00pm, Monday, May 12, 2014**.

### **PRE-PROPOSAL CONFERENCE**

A **Mandatory** Pre-Bid Conference is scheduled for **Tuesday, May 6, 2014 at 10am** at Rogers Park Golf Course, 7910 N. Willie Black Drive (30<sup>th</sup> Street), Tampa, FL 33610.

### **AUTHORITY PROVIDES INFORMATION IN GOOD FAITH WITHOUT LIABILITY**

All information provided by the Authority in this Request for Proposal is offered in good faith. Individual items are subject to change at any time. The Authority makes no certification that any item is without error. The Authority is not responsible or liable for any use of the information, or for any claims attempted to be asserted therefrom.

### **ADDENDA**

Any addenda issued prior to the Request for Proposal opening, for the purpose of changing the specifications of this Request for Proposal or related documents, or clarifying the meaning of same, shall be binding in the same way as if originally written in the Request for Proposal and related documents. It is each Submitter's responsibility to check with the issuing office and immediately secure all addenda before submitting.

### **EX PARTE COMMUNICATION**

The Authority contact person for this Request for Proposal is Deltecia Jones, Sr. Procurement Analyst, Tampa Sports Authority, email [djones@tampasportsauthority.com](mailto:djones@tampasportsauthority.com). Explanation(s) desired by Submitters(s) regarding the meaning or interpretation of this Request for Proposal must be requested from her, in writing, as described.

Submitters are advised that from the date of release of this Request for Proposal until award of the contract, NO contact with Authority elected or appointed officials or employee personnel (other than Deltecia Jones, Sr. Procurement Analyst, Tampa Sports Authority, [djones@tampasportsauthority.com](mailto:djones@tampasportsauthority.com)) related to this Request for Proposal is permitted. Any such unauthorized contact may result in the disqualification of the Submission.

### **PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract to provide services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (i.e. \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

## **FAMILIARITY WITH LAWS**

The Submitter is assumed to be familiar with all Federal, State of Florida and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Submitter will in no way relieve you from your contractual responsibility.

## **QUALIFICATION PROPOSAL COSTS**

The Authority is not liable in any manner to any extent for any cost or expense incurred by any Submitter in the preparation, Submission, presentation, or any other action connected with submitting or otherwise responding to this Request for Proposal. Such exemption from liability applies whether such costs are incurred directly by the Submitter or indirectly through the Submitter's agents, employees, assigns or others, whether related or not to the Submitter.

## **OTHER AGENCIES**

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

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

## **WOMEN MINORITY BUSINESS ENTERPRISE/DISADVANTAGED MINORITY/ DISADVANTAGED WOMEN BUSINESS ENTERPRISE (WMBE/DM/SBE/DWBE/S-DV)**

Qualified firms 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 or has been granted reciprocal certification by Hillsborough County. Provisional Reciprocal Certification shall be granted for one (1) six (6) month period to firms which are principally domiciled in the State of Florida and certified by other jurisdictions within the State. When requesting bonus points, firms shall include a copy of the certification letter issued to the WMBE/DM/DWBE being utilized by the certifying governmental agency. It will be the responsibility of the proposing firm to furnish all the necessary information and documentation to the COUNTY in order to receive bonus points. Bonus points will be assigned based on WMBE/DM/SBE/DWBE/S-DV participation as outlined below:

The applicant firm has issued a signed letter of commitment certifying that a minimum of 10% of its ultimate fees will be subcontracted to Certified WMBE/DM/SBE/DWBE/S-DV (s), which is/are identified for bonus points in the request. A maximum of 5 awardable bonus points will be given the WMBE/DM/SBE/DWBE/S-DV (s) firm's request.

The request for bonus points shall be made on company letterhead and must include the following:

1. The Request for Proposal number and project name;

2. The number of bonus points requested.

## **REFERENCES**

Proposers should provide at least five client references. Preferably, the references should include public entities of similar size, complexity and magnitude to the Authority, including name, contact person, phone number, e-mail address, years and nature of relationship.

## **PROPOSAL SECURITY**

- A. Each bid must be accompanied by (1) cash, (2) a Cashier's or Certified Check of the Proposer, made payable to the Authority, or (3) a Proposer's bond on the Bid Bond Form provided herein (if applicable) in an amount not less than 5% of his/her bid. For purposes of this provision the amount of the bid shall be the Base Bid. The Proposers bond shall be issued by a surety company licensed to conduct business in Florida, which is on the approved U.S. Treasury List, which obtained an A- rating by the latest Best Insurance Guide and which is otherwise acceptable to the Authority.
- B. Said bid security is given as a guarantee that the Proposer will enter into a contract if awarded the work and, in the case of refusal or failure to so enter into said contract, the security shall be declared forfeited to the Authority. Such security shall be returned to all but the three lowest Proposers within three days after the opening of Proposals and the remaining security will be returned within 48 hours after the Authority and the successful Proposer have executed the Contract. If no Contract has been awarded or the Proposer has not been notified of the acceptance of his/her bid, within one hundred twenty (120) days of the bid opening, the Proposer may withdraw his bid and request the return of his bid security. If, at the Authority's request, the Proposer agrees to extend and maintain his/her bid beyond the specified 120 days, his/her bid security will not be returned. Proposer hereby agrees that all Bid prices are firm, fixed prices which the Authority may accept up to 120 days from Bid opening.

## **LIQUIDATED DAMAGES**

The Successful Proposer, upon his/her failure or refusal to execute the Contract within Seven (7) days after he has received notice of the acceptance of his/her bid, shall forfeit to the Authority the security deposited with his bid, as liquidated damages for such failure or refusal.

## **SECURITY FOR FAITHFUL PERFORMANCE**

The Successful Proposer shall furnish and record in the official records of the County where the project is located a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of the Contract and also a Payment Bond in an amount not less than one hundred percent (100%) of the Contract Sum, as security for the payment of all persons performing labor and/or furnishing materials under this Contract. Both the Performance and Payment Bond shall be in the forms set forth in the Contract Documents (if applicable) and shall be written by sureties which are licensed to do business in the State of Florida, which are currently on the approved U.S. Treasury List of Sureties, which maintain an A- rating with Best Insurance Guide, and are otherwise acceptable to the Authority. The Performance and Payment Bond shall be in separate instruments and shall be delivered to the

Authority not later than the date of execution of the Contract. No work or mobilization may proceed until both bonds are executed and delivered to the Authority.

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

- A) Sealed Proposals or replies to competitive solicitations (RFB, RFP, ITB, etc. are NOT subject to public disclosure until the Authority either 1) issues notice of its intended decision or 2) thirty (30) days have passed after opening of the Proposals or replies; whichever is earlier;
- B) If the Authority rejects all Proposals and issues notice of an intent to rebid or reissue the competitive solicitation, the Proposals, replies, etc. submitted to the first (rejected) solicitation are NOT subject to public disclosure until the matter is rebid and TSA issues notice of its intended decision on the reissued bid or until the reissued bid or solicitation is also withdrawn by the Authority. However, this exemption from public disclosure can last no longer in any event more than 12 months from date of the initial rejection of all Proposals.

**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 Proposals 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.

**AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA**

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



## **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.

## **EVALUATION PROCESS**

Evaluation Method:

1. The Authority will appoint an evaluation committee to evaluate proposals and to recommend rankings for the negotiation of a contract with proposer(s), in the best interest of the Authority.
2. TSA shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract. The Authority's decision will be final.

Non-Responsive Proposals:

1. Non-responsive proposals will be rejected by the Procurement Department and will not be distributed to the evaluation committee for consideration. Additionally, the evaluation committee may determine that required submittals/documentation is so inadequate as to be determined to be non-responsive. Non-responsive proposals may include, but are not limited to the following:
  - a. Failure to sign the proposal;
  - b. Failure to acknowledge addenda (unless all changes are not material);
  - c. Failure to provide required submittals/documentation;
  - d. Submission of late proposal;
  - e. Proposer does not meet minimum requirements.
2. The evaluation committee will evaluate all responsive written proposals to determine which proposals best meet the needs of the Authority based on the evaluation criteria.

Award Recommendation:

1. Upon completion of the evaluation of all written proposals, the evaluation team shall recommend award to the proposer with the highest scores.

Site Visits:

1. Members of the evaluation committee may visit a service site of proposers in operation in the State of Florida. The Authority may give at least 24 hours' notice to the proposer of any visits.

Interviews:

The Authority may determine that it will be desirable to conduct interviews with some proposing firms. If interviews will be conducted, one of the purposes will be to ascertain Proposer demonstration in their interview of their understanding of the Authority's requirements and their ability and commitment to meet or exceed the Authority's specifications. However, the

Authority reserves the right to interview or not interview Proposers, and to qualify a Proposer with or without an interview process.

Proposal Review:

1. To insure that all responses to the RFP are fairly evaluated, scored and ranked, it is very important that the responses to the RFP are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your proposal.
2. Point System: Maximum total points is sub-totaled at 100 points with (5) bonus points being given for WMBE/SB/DWBE/S-DV participation and 50 possible interview points totaling a possible 155 points to be awarded. (See the below table for point scale.)

Related work and/or experience (maximum of 20 points):

The selection committee will evaluate the experience and former/current projects the proposer has completed or are in the process of completing. The selection committee will also evaluate the proposer's capabilities to provide service.

Related work or experience developing tower on public lands (maximum of 20 points):

The selection committee will evaluate the experience and former projects performed by the proposer and/or its principal or any other entity controlled by such principal within the last (5) five years involving public lands located in the State of Florida.

Proposed support and location of firm (maximum of 15 points):

Describe the support, both customer and technical, that will be provided at the startup and continuing throughout the project. Identify the location of the offices that will be providing the required services. Provide information on the staffing and resources of the main office providing the majority of services.

Completeness and responsiveness of submittal (maximum of 15 points):

The proposal shall be evaluated on the ability to satisfactorily convey a depth of understanding and appreciation of the scope of work/specifications and the degree of completeness and abilities to follow the RFP instructions.

Financial Proposal (maximum of 15 points):

Minimum guaranteed dollar amount;

List dollar amount to be paid to TSA on a monthly basis;

Describe all litigation of any kind involving the proposer, its officers or directors with a project owner with the last (5) years.

References (maximum of 10 points):

The selection committee is requiring references for projects completed and started within the last (5) years. Please submit public entity references (preferred) and private owner references. At least 5 references are required.

Contractual Terms (maximum of 5 points):

The proposal shall be evaluated on how well the Contractual Terms favor the best interest of the Authority.

WMBE/DM/SBE/DWBE/S-DV (maximum of 5 bonus points):

The evaluation committee will award 5 bonus points for participation from a certified WMBE/DM/SBE/DWBE/S-DV company who participates and is awarded a part of this proposal.

Interviews (maximum of 50 additional points):

The evaluation committee will interview the top 3 proposers and award up to 50 additional points for positive, informative and successful interviews.

**EVALUATION OF QUALIFICATION PROPOSALS**

In evaluating Qualification Proposals, the Authority shall consider several factors as described in the following table.

#	Evaluation Criteria	Points
1.	Related Work and/or Experience	20
2.	Related Work Experience Developing Towers on Public Lands	20
3.	Proposed Support and Location	15
4.	Proposal Completeness and Responsiveness	15
5.	Financial Proposal	15
6.	References, including current customer satisfaction with quantity, quality of services.	10
7.	Contractual Terms	5
<b>8.</b>	<b>Sub-Total</b>	<b>100</b>
9.	WMBE/SB/DWBE/S-DV Bonus Points (Maximum of Five Points)	5
10.	Finalist interviews, for only those firms chosen as finalists to be interviewed.	50
<b>11.</b>	<b>Total Possible Points</b>	<b>155</b>

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

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Vendor's Signature

## INFORMATION/INSTRUCTION TO PROPOSERS

### 1. PRE-PROPOSAL CONFERENCE/SUBMISSION OF PROPOSALS/BID OPENING:

- A. A Mandatory Pre-Proposal Conference is scheduled for Tuesday, May 6, 2014 at 10:00a.m. The Pre-Bid Conference will be held at the offices of the Authority located at 7910 N. Willie Black Drive (N. 30<sup>th</sup> Street), Tampa, FL 33610. Please plan to arrive on time to the conference. Any person/company representative who arrives 15 or minutes past the start time for the Mandatory Pre-Bid Conference will not be allowed to attend unless it is deemed by Authority Staff as acceptable. **If you are late due to unforeseen circumstances, please call ahead to make Purchasing aware of your intended arrive time. TSA Staff can be reached by dialing (813) 356-1671.**
- B. Proposals will be received by the Tampa Sports Authority on **Tuesday, May 20, 2014 at 2:00 p.m.** at the Tampa Sports Authority offices. Proposers, or their representatives, and other interested persons may be present at the opening of proposals.
- C. Proposers shall present a sealed box or opaque envelope, identified with the project name, proposal number and contractor's name. Proposals must be delivered to the TSA office, as listed within this bid document, on or before the due date and time specified and must be addressed to:
- Tampa Sports Authority  
Raymond James Stadium  
Attn: Deltecia Jones, Purchasing Dept.  
4201 N. Dale Mabry Highway  
Tampa, FL 33607**
- D. Proposals shall be signed in ink by an official of the firm submitting the proposal. The proposal submitted by a partnership shall list the name of all partners and shall be signed in the partnership name by one of the members of the partnership.
- E. Prices must be quoted on the sheet furnished by the Authority. No other will be accepted. All prices shall be quoted F.O.B. Tampa, Florida.
- F. Proposals which have been submitted may not be modified or withdrawn after submission. Negligence on the part of the proposer in the preparation of his proposal shall not be grounds for the modification or withdrawal of a proposal after the time set for proposal opening.
- G. The Proposers shall assume full responsibility for timely delivery at the location designated for receipt of Proposals. The responsibility for getting the proposal to the Authority on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The Authority will in no way be responsible for delays caused by any express or standard delivery company, courier service and/or the United States Postal Service or a delay caused by any other occurrence or circumstance.

- H. The Proposer shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bid. Proposal time will be and must be scrupulously observed. Under no circumstances will Proposals delivered after the time specified be considered. Such proposals shall be returned to the vendor unopened with the notation, “THIS PROPOSAL WAS RECEIVED AFTER THE TIME DESIGNATED FOR THE RECEIPT PROPOSALS”.

2. DEFINITIONS:

A. THE PROPOSAL:

A Proposal is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the proposal documents.

B. BASE BID/PROPOSAL:

The Base Bid/Proposal is the sum stated in the Proposal for which the Proposer offers to perform the Work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Proposals, if any.

C. ALTERNATES:

An Alternate Proposal (or Alternate) is an amount stated in the proposal to be added to or deducted from the amount of the Base Bid/Proposal, if the corresponding change in the Work, as described in the Proposal Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Authority in any combination or not at all.

3. PREPARATION AND SUBMITTAL OF BID/PROPOSAL FORM(S):

- A. Proposals shall be submitted utilizing the Bid Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be cause for disqualification or rejection of the bid.
- B. For Unit Price Proposals, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum Proposals, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.

- C. Proposals shall not contain any conditions, restatement or qualifications of work to be done, and alternate Proposals will not be considered unless called for. No oral Proposals or modifications will be considered.

4. INDEMNIFICATION:

- A. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the Authority, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages, whether or not a lawsuit is filed, including, but not limited to, costs, expenses and attorneys and experts fees at trial and on appeal (collectively, "Claims") for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
  - 1) The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or
  - 2) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws, as hereinafter defined; or
  - 3) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Contractor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
  - 4) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors.
- B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

5. INSURANCE REQUIREMENTS:

During the life of this Agreement, the Licensee shall provide, pay for, and maintain with companies satisfactory to the Authority, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. **All Liability Policies shall provide that the Authority, the City of Tampa, and Hillsborough County are additional insureds** but solely in accordance with and subject to the indemnification provisions set forth in paragraph 4 above as to the operations of the Licensee under this Agreement and shall also provide the Severability of Interest Provision. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on forms which are to be approved by Licensor and furnished by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative

thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided the Authority if requested on a timely basis.

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

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

No operations under this Agreement shall commence at the site until the required Certificate of Insurance is received and has been approved by the Authority. Evidence of such insurance approval will be provided to Licensee by the Authority in a Notice to Proceed. If any General Liability Insurance required herein is to be issued or renewed on a "claims made" form as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

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

**Ms. Janice Hosey  
Executive Administrative Assistant  
Tampa Sports Authority  
4201 N. Dale Mabry Hwy.  
Tampa, Florida 33607**

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

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

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

**INSURANCE COVERAGE AND LIMITS**

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

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

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

Limits of Coverage shall not be less than:

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

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

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

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

<b>\$1,000,000</b>	<b>Combined Single Limit Each Occurrence</b>
--------------------	--

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

**Bodily Injury & Property Damage Liability:**

<b>\$1,000,000</b>	<b>Combined Single Limit Each Occurrence</b>
--------------------	--



**TAMPA SPORTS AUTHORITY**  
**REQUEST FOR PROPOSAL FOR**  
**ROGERS PARK GOLF COURSE CELLULAR COMMUNICATIONS TOWER LEASE**

**PART II**

**SPECIFICATIONS**

The Tampa Sports Authority is conducting a Request for Proposal (RFP) to lease a cellular communications tower site (parcel of land) on Rogers Park Golf Course, located at 7911 North Willie Black Drive, Tampa, FL 33610.

Proposals should address the following items within the Proposal Response Form:

1. Tower location placement within Rogers Park. (Location to be determined by Authority in conjunction with selected proposer)
2. Dimensions of proposed tower.
3. Dimensions of the parcel of land the proposed tower site including a detailed plan for the footprint. (include any required guide wires within the proposed plan).
4. Proposed tower site ingress and egress requirements.
5. Describe the complete project including site security.
6. Construction and operational schedules.
7. Proposed lease terms including length of proposed lease.
8. Financial considerations for the lease of site on Rogers Park. Proposals must provide for a minimum guaranteed monthly or annual lease amount.
9. Sample of standard lease agreement.
10. List any requirements stipulated by Federal or State Government for setup, operation and removal of tower.
11. Proposal for removal of tower and restoration of site at the end of the lease agreement.

***NOTE: All permitting is the responsibility of the proposer. Conditional proposals will not be considered.***

## **INSTRUCTIONS FOR PREPARING PROPOSAL**

### **I. Proposal Format**

1. For ease of evaluation:
  - A. It is suggested that a 3 ring binder be used
  - B. The Proposal should be submitted on 8-1/2 x 11 paper
  - C. Portrait Orientation
  - D. Font – New Times Roman with Font Size of 12
  - E. With headings and sections numbered
  - F. The sections should be separated by using divider tabs for easier reference
  - G. Ensure all information is typewritten
  
2. The proposal should be divided by tabs into sections with references to parts of the RFP done on a section-by-section basis.

### **II. Proposal Submittal**

1. Basic Submittal Information
  - A. Letter of Intent – This letter will summarize in a brief concise manner that the proposer understands the scope of work/specifications and make a positive commitment to perform the work/service in a timely manner. The letter must be signed by an official authorized to make such commitments and enter into a contract with the Authority. The letter must indicate the official's title or authority. The letter should not exceed two (2) pages in length.
  - B. Acknowledgment of Addenda – Include the acknowledgment page (signed and dated of the last/final addendum issued by TSA, if applicable).
  - C. Proposer Response Form and Proposal Guarantee Form.
  - D. W-9 Form
  - E. Corporate Information – If Proposer is a corporation, provide a copy of the certification from the Florida Department of Corporations (or other state) Secretary verifying Proposer's corporate status and good standing, and in the case of out of state corporation, evidence of authority to do business in the State of Florida.
  - F. Bankruptcy – Indicate whether your firm has filed for bankruptcy within the previous seven (7) years.
  - G. Drug Free Workplace – If applicable, provide a statement concerning the Proposer's status as a drug free workplace. Whenever two or more proposals are determined to be equal, a proposal received from a business that completes the attached Drug-Free Workplace Form certifying that it is a DFW shall be given preference in the award process.
  - H. Signed Part I General Information affirmation on Page 11 regarding pages 3-11.
  
2. Financial Proposal
  - A. The financial proposal submitted shall remain firm for 120 days and in fulfilling a contract awarded as a result of this RFP.

3. Contract Documents

- A. Provide a full copy of all suggested agreements/contracts for legal review.
- B. It is preferred that the contract be submitted in duplicate, and executed by a company official authorized to enter into contracts.

4. Licenses

- A. Include a copy of any applicable licenses. List any regulatory or license agency sanctions.

5. References

- A. Include five (5) references from similar projects (preferably government entities/public land(s)) within the State of Florida. Be sure to provide all information requested on the attached Bidder Qualification/Reference Form.
- B. Do not include as a reference:
  - 1. TSA Board and/or staff members.
  - 2. References that relate to work performed over (5) years ago.

**REQUEST FOR PROPOSAL FOR  
ROGERS PARK GOLF COURSE CELLULAR COMMUNICATIONS TOWER LEASE**

**PART 3**

**SUBMISSION FORM**

The undersigned hereby offers to contract with the Authority on the terms and conditions contained in this proposal and other conditions attached hereto for the following:

**RFP #13-11: Rogers Park Golf Course Cellular Communications Tower Lease**

In making this offer, the undersigned, as an independent Contractor, agrees to provide all labor, materials, equipment, transportation, and services necessary as set forth in the proposal.

**PLEASE PROVIDE THE AUTHORITY WITH A TABLE (SEE EXAMPLE BELOW OR SIMILAR) THAT INCLUDES THE NUMBER OF YEARS, THE OFFER(S) AND FINANCIAL TERMS. ALSO, INCLUDE AN OVERALL GRAND TOTAL OF THE CONTRACT.**

SAMPLE TABLE:

<b>YEAR</b>	<b>OFFER</b>	<b>FINANCIAL TERMS</b>
<b>1</b>	<b>\$ or %</b>	<b>Per month/Annually</b>
<b>2</b>	<b>\$ or %</b>	<b>Per month/Annually</b>
<b>TOTAL</b>	<b>\$ or %</b>	<b>\$</b>

**Contractor's proposal shall be valid and firm for 120 days after the RFP due date of Tuesday, May 20, 2014.**

**GUARANTEE OF BID PROPOSAL**

Name of Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

City State Zip  
Mailing Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Business is licensed (unless exempt by applicable law), permitted and certified to do business in the State of Florida:  Yes  No If yes, License #: \_\_\_\_\_

State of Florida Corporation ID # (From Secretary of State): \_\_\_\_\_

Federal Employer Identification Number (FEIN): \_\_\_\_\_

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

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*(Authorized Signature in Ink)*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*(Printed Name of Above Signer)*

*Corporate Seal (Where appropriate)*

\_\_\_\_\_  
*(Printed Title of Above Signer)*

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

*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 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 BIDDER**

This Proposal is submitted in the name of:

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

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

Street \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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



## 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)

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

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

\_\_\_\_\_  
(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 Obligee, 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\_\_\_\_\_.

**BIDDER QUALIFICATION/REFERENCE FORM**

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

References will be contacted and the information supplied will be considered in the award of this contract.

**COMPANY/CONTRACT NAME:** \_\_\_\_\_

**1. PROJECT:** \_\_\_\_\_ **PROJECT DATE:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
**CONTACT:**  
**PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_  
\_\_\_\_\_  
(PHONE) \_\_\_\_\_ (EMAIL) \_\_\_\_\_  
\_\_\_\_\_  
(FAX) \_\_\_\_\_

**COMPANY/CONTRACT NAME:** \_\_\_\_\_

**2. PROJECT:** \_\_\_\_\_ **PROJECT DATE:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
**CONTACT:**  
**PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_  
\_\_\_\_\_  
(PHONE) \_\_\_\_\_ (EMAIL) \_\_\_\_\_  
\_\_\_\_\_  
(FAX) \_\_\_\_\_

**COMPANY/CONTRACT NAME:** \_\_\_\_\_

**3. PROJECT:** \_\_\_\_\_ **PROJECT DATE:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
**CONTACT:**  
**PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_  
\_\_\_\_\_  
(PHONE) \_\_\_\_\_ (EMAIL) \_\_\_\_\_  
\_\_\_\_\_  
(FAX) \_\_\_\_\_

**COMPANY/CONTRACT NAME:** \_\_\_\_\_

**4. PROJECT:** \_\_\_\_\_ **PROJECT DATE:** \_\_\_\_\_

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

\_\_\_\_\_

**CONTACT:**  
**PERSON:** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
(FAX)

**COMPANY/CONTRACT NAME:** \_\_\_\_\_

**5. PROJECT:** \_\_\_\_\_ **PROJECT DATE:** \_\_\_\_\_

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

\_\_\_\_\_

**CONTACT:**  
**PERSON:** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
(FAX)

END OF BIDDER QUALIFICATION/REFERENCE FORM

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_  
for \_\_\_\_\_

2. This sworn statement is submitted by: \_\_\_\_\_  
\_\_\_\_\_

(Name of entity submitting Statement)

whose business address is:

\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_.)

3. My name is \_\_\_\_\_  
(Please print name of individual signing)

and my relationship to the entity named above is \_\_\_\_\_

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

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

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

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

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

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

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

Name of Affiliate or entity	Name of TSA Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

TSA 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)

# APPENDICIES

Appendix A	Acknowledgment of Request for Proposal
Appendix B	Acknowledgment of Addenda
Appendix C	Preference to Businesses with Drug Free Workplace Programs
Appendix D	Procurement and Registration Form
Appendix E	Site Lease Agreement



**APPENDIX A**

**TAMPA SPORTS AUTHORITY  
ACKNOWLEDGEMENT FORM  
ROGERS PARK GOLF COURSE CELLULAR COMMUNICAITONS TOWER LEASE**

**REQUEST FOR PROPOSAL #13-11**

**SUBMIT RFP TO: PROCUREMENT DEPARTMENT (ATTN: DELTECIA JONES)**

**DELIVERY ADDRESS: RAYMOND JAMES STADIUM  
(ENTRANCE "B" OFF HIMES AVENUE)  
4201 N. DALE MABRY HIGHWAY  
TAMPA, FL 33607**

NUMBER OF COPIES REQUIRED: One (1) unbound original and six (6) bound copies.

PLEASE LABEL THE OUTSIDE OF YOUR PACKAGE WITH THE PROPOSAL NUMBER, TITLE AND THE OPENING DATE & TIME

SUBMITTALS WILL BE RECEIVED: **Tuesday, May 20, 2014 @ 2:00 p.m. EST  
at the Tampa Sports Authority offices  
4201 N. Dale Mabry Hwy., Tampa, FL 33607**

SUBMITTALS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER SUCH DATE & TIME.

OFFEROR'S NAME: \_\_\_\_\_

OFFEROR'S MAILING ADDRESS: \_\_\_\_\_

CITY-STATE-ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

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

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

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

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 Request for Proposal agreement.

**APPENDIX B**

**ACKNOWLEDGMENT OF ADDENDA  
FOR REQUEST FOR PROPOSAL #13-11  
ROGERS PARK GOLF COURSE CELLULAR COMMUNICATIONS TOWER LEASE**

I, \_\_\_\_\_, hereby acknowledge receipt of any and all Addenda Notices hereby issued in regards to this Request for Proposal #13-11 for Rogers Park Golf Course Communications Tower Lease.

Addenda Numbers Received:

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

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

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

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

COMPANY/OFFEROR: \_\_\_\_\_

## **APPENDIX C**

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

1. This statement is submitted with Request for Proposal #13-11, Rogers Park Golf Course Communications Tower Lease.
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 FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.**

CONTRACTOR'S SIGNATURE \_\_\_\_\_

## APPENDIX D

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 or FAX the completed form to the Purchasing Department as soon as possible.**

Document Number: Request for Proposal #13-11  
Title: Rogers Park Golf Course Cellular Communications Tower Lease  
Description: Construct and Lease (1) Cellular Communications Tower at Rogers Park Golf Course

**Procurement Submittal Deadline:** **Tuesday, May 20, 2014 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:** **Tuesday, May 6, 2014 at 10:00 a.m.**  
**at Rogers Park Golf Course**  
**7910 N. Willie Black Drive (30<sup>th</sup> Street)**  
**Tampa, FL 33610**

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

**Special Instructions:** **None**

**SUBMITTER REGISTRATION (FAX OR MAIL THIS FORM BACK IMMEDIATELY TO FAX #: (813) 350-6611)**

**Use this form to register as a potential Proposer or submitter 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 or fax it to the Procurement Department. You must submit one form for each Procurement that you are registering for. FAILURE TO INCLUDE AN ADDENDUM IN YOUR SUBMISSION MAY RESULT IN THE REJECTION OF YOUR SUBMITTAL.**

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

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

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

**City:** \_\_\_\_\_ **State/Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Contact's Email:** \_\_\_\_\_

# SITE LEASE AGREEMENT

## APPENDIX E

This Site Lease Agreement (“Agreement”) is entered into on \_\_\_\_\_, 2014, between \_\_\_\_\_ (“LESSOR”) and \_\_\_\_\_ (“LESSEE”) and joined by the City of Tampa, Florida. LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. Site.** LESSOR is the manager of a parcel of land (the “Land”) owned by the City of Tampa, Florida located at \_\_\_\_\_, \_\_\_\_\_ County, Florida, Parcel ID: \_\_\_\_\_, as more particularly described in **Exhibit A** annexed hereto. LESSOR leases to LESSEE and LESSEE leases from LESSOR, a portion of the Land consisting of approximately \_\_\_\_\_ square feet in the location shown on **Exhibit B** annexed hereto (the “Site”), together with non-exclusive easement(s) for reasonable access and utilities.

**2. Use.** The Site will be used by LESSEE for the construction, installation, operation, maintenance, repair, replacement or removal of, at its expense, a communication tower facility and uses incidental thereto, including, without limitation, tower and foundation, antennas, cables, cabinets, shelters, utility equipment, conduit, back-up power sources (including generators and fuel storage tanks) and related fixtures (“Facilities”). LESSEE will use the Site and Facilities to sublease tower and ground space to potential wireless communication carriers for their respective networks. LESSEE will have access to the Site 24 hours a day, 7 days a week, on foot or motor vehicle, over or along a non-exclusive easement extending from the nearest public right-of-way to the Site. LESSEE’S non-exclusive utility easement(s) will provide for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along said easement(s) from the Site to a location determined by the servicing utility.

**3. Term and Renewal.** The initial term of this Agreement (“Initial Term”) is 5 years, and shall commence upon the date of execution by both Parties (“Commencement Date”). LESSEE shall have the right to extend this Agreement for four (4) additional 5-year terms (each a “Renewal Term”) on the same terms and conditions as set forth herein. This Agreement shall automatically renew for each successive Renewal Term unless LESSEE provides LESSOR written notice of the intention not to renew the Agreement at least \_\_\_\_\_ days prior to the expiration of the then current term.

**4. Rent.** LESSEE will pay LESSOR rent of \$\_\_\_\_\_ per month, commencing upon the 1<sup>st</sup> day of the month immediately following LESSEE’S receipt of the Approvals defined in Section 9 below. Rent for each Renewal Term shall be increased by an amount equal to 15% of the rent in effect for the immediately preceding 5-year term.

LESSOR agrees to provide to LESSEE certain documentation required by LESSEE in connection with the payment of rent, including without limitation; (a) documentation acceptable to LESSEE evidencing LESSOR’S good and sufficient title to or interest in the Land; and (b) an IRS Form W-9 for any party to whom rent payments are to be made pursuant to this Agreement. Delivery of such documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rent payments until such documentation has been supplied to LESSEE as provided herein.

Within 15 days of obtaining an interest in the Land or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest to LESSOR shall provide LESSEE with the requested documentation in the manner set forth in the preceding paragraph. Delivery of such documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest to LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and

notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rent payments to any assignee(s), transferee(s) or other successor(s) in interest to LESSOR until such documentation has been supplied to LESSEE as provided herein.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer.

**5. Authority, Title and Quiet Enjoyment.** LESSOR represents and warrants to LESSEE, as of the Commencement Date of this Agreement and throughout the Initial Term and each Renewal Term that; (a) LESSOR has full right, power and authority to enter into, execute and perform this Agreement and that no consent from any other person or entity is necessary; (b) LESSOR has good and unencumbered fee title to the Land, free and clear of any liens, judgments or impediments of title; (c) there are no covenants, easements or restrictions which would adversely affect or prevent the use of the Site by LESSEE; (d) the execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any other agreement binding on LESSOR; (e) LESSEE may obtain title insurance on its interest in the Site and LESSOR agrees to execute such documents as the title company may reasonably require in connection therewith; (f) LESSEE is entitled to access the Site at all times and to the quiet enjoyment of the Site so long as LESSEE is not in default beyond the expiration of any applicable grace or cure period; and (g) LESSOR shall not have unsupervised access to the Site or to the Facilities.

**6. Assignment and Subleasing.** LESSEE shall have the right to assign or otherwise transfer this Agreement subject to written approval of Lessor, provided, however, that the proposed assignee is in the primary business of operating communication tower facilities, is of equal or better financial condition than LESSEE (as can be reasonably determined and in good faith) and the proposed assignee assumes all of LESSEE'S obligations herein. One year after such without a default by assignee. LESSEE shall be relieved of all liabilities and obligations hereunder and LESSOR shall look solely to the assignee for performance under this Agreement.

LESSEE shall have the right to sublease the Site upon written notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties thereto.

Upon written approval of Lessor, LESSEE shall have the right, to grant a security interest in this Agreement (in regards to LESSEE, the Facilities) and may collaterally assign this Agreement (in regards to LESSEE, the Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, LESSOR and LESSEE shall execute such consent to leasehold financing as may be required by Secured Parties.

**7. Notices.** All notices, requests, demands and other communications shall be in writing and are effective 3 days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by overnight delivery via a nationally recognized courier to the address set forth below. LESSOR and LESSEE may from time to time designate any other address for this purpose by providing written notice to the other Party.

**LESSEE:**

**LESSOR:**

**8. Improvements, Maintenance and Removal.** Lessee shall, at its expense, make such repairs or improvements at the site as Lessor deems reasonably necessary for public safety or site condition. LESSEE may, at its expense, and upon approval of Lessor, make such improvements at the Site, as it deems necessary from time to time for the operation of the Facilities. Lessee shall provide to Lessor such plans and specification as are reasonably necessary to receive and approve any construction or improvements desired by Lessee. LESSEE shall have the right to replace, repair, add or otherwise modify the Facilities or any portion thereof at any time during the term of this Agreement. LESSEE shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. LESSOR acknowledges that it will neither interfere with any aspects of construction nor attempt to direct construction personnel as to the method of installation of the Facilities. LESSEE'S Facilities shall remain the exclusive personal property of LESSEE and shall not be considered fixtures. LESSOR hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Facilities and improvements or any portion thereof except in case of default by Lessee for financial nonperformance so long as there is no default, and without release

of liability hereunder. LESSEE shall have the right to remove the Facilities and improvements at any time during the term of this Agreement and upon expiration or termination thereof.

LESSEE shall, at its expense, maintain the Facilities and any other improvements installed by LESSEE at the Site, in proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of LESSOR, its agents, invitees, or employees, LESSOR shall reimburse LESSEE for the reasonable costs incurred by LESSEE to restore the damaged areas to the condition which existed immediately prior thereto.

LESSEE, within 180 days of expiration or termination of this Agreement, will remove its Facilities and improvements ( including footings) and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss. If such time for removal causes LESSEE to remain on the Site after expiration or termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate until such time as the removal of the Facilities are complete.

**9. Government Approvals.** LESSEE's ability to use the Site is contingent upon LESSEE obtaining all required zoning approvals, permits and other approvals (collectively " Approvals") that may be required by any governmental authority. LESSOR shall cooperate with LESSEE in its effort to obtain such Approvals and shall take no action which would adversely affect the status of the Land or Site with respect to the proposed use thereof by LESSEE. In the event that (a) any applications for such Approvals should be finally rejected; (b) any Approvals issued to LESSEE are canceled, expires, lapses, or is otherwise withdrawn or terminated by any governmental authority; (c) LESSEE determines that such Approvals may not be obtained in a timely manner; (d) LESSEE determines that the Site is no longer technically compatible for its use; or (e) LESSEE, in its sole discretion, determines that it will be unable to use the Site for its intended purposes, LESSEE shall have the right to terminate this Agreement by providing 6 months written notice to LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. All rent paid to said termination date shall be retained by LESSOR, unless such termination is due to LESSOR'S failure of proper ownership or authority, or such termination is a result of LESSOR'S default.

**10. Interference.** LESSEE will not install or allow any equipment to be installed that causes interference to any equipment of LESSOR which existed on the Land prior to the Commencement Date of this Agreement. In the event any after-installed equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE shall take all reasonable steps necessary to correct and eliminate the interference, including but not limited to, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment so long as LESSEE is making a good faith effort to remedy the interference issue. Likewise, LESSOR will not install or allow any equipment to be installed that causes interference to any then existing equipment of LESSEE or its sub lessees. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Section and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance and/or the right to terminate this Agreement immediately upon written notice, after expiration of reasonable opportunity to cure.

**11. Utilities.** LESSEE shall have the right to install utilities on the Site or improve the present utilities on the Land for its proposed use. LESSEE will pay for all utilities used by it at the Site. LESSOR agrees to cooperate with LESSEE in LESSEE'S efforts to obtain utilities from any location provided by the servicing utility, including signing any easement or other instrument reasonably required by the servicing utility at no cost to the LESSEE.

**12. Default and Remedies.** If either Party is in default under this Agreement for a period of (a) 15 days following receipt of notice from the non-defaulting Party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting Party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting Party may pursue any remedies available to it against the defaulting Party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this

Agreement may not be terminated if the defaulting Party commences action to cure the default within such 30-day period and thereafter continuously and diligently pursues the cure to completion.

Upon a default, the non-defaulting Party may at its option, but without obligation to do so, perform the defaulting Party's duty or obligation on the defaulting Party's behalf. The reasonable and actual costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party within 30 days following receipt of an invoice. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial proceedings of the State of Florida. There shall be no right of offset.

**13. Indemnity.** Licensee agrees to indemnify and hold Authority, City of Tampa and Hillsborough County harmless from any and all claims for personal injury, death or property/equipment damage to the field, structure or parking lots and any other losses, damages, charges or expenses which may arise out of, in connection with, or because of the use of the Facilities by Licensee, or from services provided to Licensee by Authority, hereunder. Licensee further agrees to diligently and comprehensively undertake at its sole expense, the defense of any claim or action brought against Authority, City of Tampa or Hillsborough County claiming damages for accidents or other incidents which occur in connection with Licensee's use of the Facilities, or from services provided to Licensee by Authority, hereunder.

**14. Insurance.** For the time period covering the Event(s) and use of the Facilities as contemplated in Paragraph 1, Licensee shall provide, pay for, and maintain with insurance companies satisfactory to the Authority the types of insurance described in Section 14. All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. All Liability Policies shall provide that the Authority, City of Tampa and County of Hillsborough are additional insured's as to the operations of the Licensee under this Agreement and shall also provide Severability of Interest Provision. The Insurance coverage's and limits required must be evidenced by properly executed Certificates of Insurance on forms which are to be furnished by the Authority. The Certificate must be signed by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. Thirty (3) days prior written notice by registered or certified mail shall be given the Authority of cancellation or reduction in the policy coverage's, except in the application of the Aggregate Limit Provisions. In the event of a reduction in any Aggregate Limit, Licensee shall take immediate steps to have it reinstated. If at any time the Authority requests a written statement from the insurance company as to any impairment to the Aggregate Limit, the Licensee shall promptly authorize and have delivered such statement to the Authority. Licensee shall make up any impairment when known to it. The Licensee authorizes the Authority and its Insurance Consultant to confirm all information furnished the Authority, as to its compliance with requirements of its insurance carriers. As to the operation of the Licensee, all insurance coverage of the Licensee shall be primary to any insurance or self-insurance program carried by the Authority. The acceptance of delivery to the Authority of any Certificate of Insurance evidencing the insurance coverage's 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 Certificates of Insurance are in compliance with the Agreement requirements. No operations under this Agreement shall commence at the site until the required Certificate of Insurance is received and has been approved by the Authority. Evidence of such insurance approval will be provided to Licensee, by the Authority, in a Notice to Proceed. If any General Liability Insurance required herein is to be issued or renewed on a "claims made" form as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited. All of the required insurance coverage's shall be as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.

**15. Minimum Insurance Coverages.** 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.



**NOTE: ALL INSURANCE REQUIREMENTS MUST BE IN PLACE NO LATER THAN JULY 1, 2014.**

**INSURANCE COVERAGE AND LIMITS**

- (a) **Workers Compensation and Employers' Liability Insurance** shall be maintained in force during the term of this Agreement for all employees of Licensee engaged in this Work under this Agreement, in accordance with the Laws of the State of Florida. The amount of the Employers' Liability Insurance shall not be less than.

Workers' Compensation: Florida Statutory Requirements:

**Employers' Liability:      \$100,000 Limit Each Accident  
   \$500,000 Limit Disease Aggregate  
   \$100,000 Limit Disease Each Employee**

- (b) **Commercial General Liability Insurance** shall be maintained by the Licensee. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for the Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, and Products & Completed Operations Coverages 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:

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

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

Bodily Injury, Personal Injury & Property Damage Liability:

**\$1,000,000 Combined Single Limit Each Occurrence**

- (c) **Automobile Liability Insurance** shall be maintained by the Licensee as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles to be used for the Event(s) with limits of not less than:

Bodily Injury & Property Damage Liability:

**\$1,000,000 Combined Single Limit Each Occurrence**

16. **Notification.** Thirty (30) days prior written notice by certified or registered mail shall also be given to:

President/CEO  
Tampa Sports Authority  
4201 N. Dale Mabry Highway  
Tampa, FL 33607

as to cancellation of any policy and any change that will reduce the insurance coverage's required in this Agreement except for the application of the Aggregate Limits Provisions. Should at any time the Licensee not, in the reasonable opinion of the Authority, provide or maintain the insurance coverage's

required in this Agreement, the Authority may terminate or suspend this Agreement.

**17. Subordination and Non-Disturbance.** This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, within 60 days of full execution of this Agreement, LESSOR will obtain a non-disturbance agreement reasonably acceptable to LESSEE from the holder of any such mortgage or deed of trust, excluding any bond indenture of Lessor, failing of which, LESSEE may terminate this Agreement by providing written notice to LESSOR.

**18. Taxes.** LESSEE will be responsible for payment of all personal property taxes, sales taxes, real property taxes or other fees and assessments directly attributed to and arising solely from this Agreement or its use of the Site during the term of this Agreement. LESSEE will pay LESSOR any such increase in personal property taxes, real property taxes or other fees and assessments within 60 days after receipt of satisfactory documentation indicating LESSEE'S share of such assessment and payment by LESSOR.

LESSOR will pay when due all other personal property taxes, real property taxes or other fees and assessments attributable to the Land, on which the Site is located. In the event that LESSOR fails to pay any such personal property taxes, real property taxes or other fees and assessments, LESSEE shall have the right, but not the obligation, to pay such owed amounts and deduct them from rent amounts due under this Agreement. If LESSOR receives notice of any personal property taxes, real property taxes or other fees and assessments against LESSOR, which may affect LESSEE and is directly attributable to LESSEE'S use of the Site, LESSOR shall provide timely notice of the assessment to LESSEE sufficient to allow LESSEE to consent to or challenge such assessment, whether in a court, administrative proceeding, or other venue, on behalf of LESSOR and/or LESSEE. Further, LESSOR shall provide to LESSEE any and all documentation associated with such assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section.

**19. Hazardous Substances.** LESSOR represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Land that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. LESSOR and LESSEE will not introduce or use any such Hazardous Substance on the Land in violation of any applicable law. Each Party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Land or the migration of any Hazardous Substance to other land or the release of any Hazardous Substance into the environment, that relate to or arise from the indemnitor's activities on the Land. The indemnifications in this Section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section shall survive the termination or expiration of this Agreement.

**20. Casualty.** If the Site or Facilities are destroyed or damaged so as to, substantially and adversely affect the effective use of the Facilities, LESSEE may terminate this Agreement upon 60 days prior written notice to LESSOR and all rights and obligations of the Parties shall cease. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. If LESSEE elects to continue this Agreement, then all rent shall abate until the Site or Facilities are restored to the condition existing immediately prior to such damage or destruction.

**21. Condemnation.** In the event of a condemnation of all or any portion of the Site or Facilities so as to, in LESSEE'S reasonable judgment, substantially and adversely affect the effective use of the Facilities, LESSEE may terminate this Agreement within 15 days of the date the condemning authority takes title or possession, whichever occurs first. LESSEE may, on its own behalf, make a claim in any condemnation proceeding involving the Site for losses related to the Facilities, its relocation costs, its damages and its leasehold interest. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement.

**22. Miscellaneous.** (a) This Agreement shall be binding upon and inure to the benefit of the Parties, their respective heirs, successors, executors, administrators and assigns; (b) this Agreement is governed by the laws of the State of Florida; (c) Lessee may record a Memorandum of this Agreement in the form of **Exhibit C** annexed hereto; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the Parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the Parties. Any amendments to this Agreement must be in writing and executed by both Parties; (e) in the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement; (f) the failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement, shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity; (g) the prevailing Party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing Party; (h) this Agreement is not and shall not be binding on either Party until and unless it is fully executed by both Parties and the City of Tampa; and (i) this Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

**23.** Time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**LESSOR:**

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

Witness: \_\_\_\_\_

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

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

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

Witness: \_\_\_\_\_

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

**LESSEE:**

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

Witness: \_\_\_\_\_

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

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

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

Witness: \_\_\_\_\_

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

**CITY OF TAMPA, FLORIDA**

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

Witness: \_\_\_\_\_

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

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

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

Witness: \_\_\_\_\_

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

Attach:

Exhibit A – Description of Land

Exhibit B – Description of Site

Exhibit C – Memorandum of Site Lease Agreement

**EXHIBIT A**

**DESCRIPTION OF LAND**

Site situated in the County of \_\_\_\_\_, State of Florida, commonly described as follows:

**EXHIBIT B**

**DESCRIPTION OF SITE**

Site situated in the County of \_\_\_\_\_, State of Florida, commonly described as follows:

**EXHIBIT C**

PREPARED BY, RETURN TO:

**MEMORANDUM OF SITE LEASE AGREEMENT**

This Memorandum of Site Lease Agreement (“Memorandum”) is entered into between \_\_\_\_\_ (“LESSOR”) and \_\_\_\_\_ (“LESSEE”). LESSOR and LESSEE entered into a Site Lease Agreement (“Agreement”) on \_\_\_\_\_, 2014, for the purpose of installing, operating and maintaining a communications tower facility and other improvements. The terms and conditions of which are set forth in the Agreement.

Such Agreement provides in part that LESSOR is the operation manager of a parcel of land (“Land”) located in the County of \_\_\_\_\_, State of Florida, which is described in **Exhibit A** annexed hereto, and LESSOR leases to LESSEE a portion of the Land (the “Site”) together with non-exclusive easement(s) for access and utilities, which is described in **Exhibit B** annexed hereto. The initial term of the Agreement is 5 years, commencing on \_\_\_\_\_, 2014, and is subject to 4 additional 5-year terms by LESSEE.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the last date set forth below.

**LESSOR:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**LESSEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

DO NOT EXECUTE, FOR EXHIBIT ONLY

**STATEMENT OF NO BID/PROPOSAL/REQUEST FOR PROPOSAL**

If your company does not intend to bid, please return this form **immediately** to:

**TAMPA SPORTS AUTHORITY PURCHASING DEPARTMENT**

We, the undersigned, have declined to submit a bid for TSA Request for Proposal # 13-11 for Rogers Park Golf Course Cellular Communications Tower Lease

For the following reasons:

- Specifications too "tight" (i.e. geared toward one brand or manufacturer only.)
- Insufficient time to respond to the Invitation to Bid/Proposal/Request for Proposal
- Our Company does not offer this product or service
- Our schedule would not permit our company to perform
- Unable to meet specifications
- Specifications unclear (*Please explain below*)
- Unable to meet Insurance Requirements
- Remove our Company from your "Proposers List" altogether
- Other (*specify*): \_\_\_\_\_

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

We understand that if this *STATEMENT OF NO BID* is not executed and returned, our Company may be removed from the Purchasing Division's Proposers List for this commodity.

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

Signature: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_