

## **Palm Harbor Special Fire Control and Rescue District**

### ***REQUEST FOR PROPOSALS***

#### ***Station #68 Cell Tower Management and Assignment of Air Carrier Leases***

The Palm Harbor Special Fire Control and Rescue District (“District”) is requesting proposals from one or more individual(s), group(s), company(ies), or any other entity(ies) interested in entering into a contract with the District that provides for the management of the cell tower located at District Station #68, including the assignment of certain cell tower leases, as described in B. below, by the successful Respondent and provides the granting of an access and utility easement over specified real property to the successful Respondent. The District intends to be relieved of its obligations related to the management of the cell tower and to the extent consistent with any cell tower the leases. The District has issued this Request for Proposals (“RFP”) to receive proposals for the management of the cell tower and the acquisition of the District’s rights under the leases described in B. below.

#### **A. District Background and Goals**

The District is a self-governing independent special fire control district, located in Pinellas County, established by the Florida Legislature, and operating in accordance with Chapter 2000-386, Laws of Florida (“Charter”), and Chapters 189 and 191, F.S.

The District has determined that it may be in the best interests of its residents to have a separate party manage the cell tower located at District Station #68 and assign the leases described in B. below. The District also believes that the assignment will support the District’s revenue goals and assist with the District’s management of its assets and resources.

#### **B. Cell Tower Leases**

The District is the owner of real property located at 3007 Alt. Route 19 North, Palm Harbor, Pinellas County, Florida. There is a cell tower that is secured within a masonry wall on a portion of the District property, which is not used by the District for any other purpose other than for the location of the cell tower and associated equipment. The cell tower resides on a larger parcel which is the location of the District’s Fire Station #68.

The cell tower is a one hundred forty-eight foot (148’) Valmont telecommunications monopole tower constructed by SprintCom. Inc. (“Sprint”) (“Cell Tower”). In accordance with the October 29, 1997 agreement between the District and Sprint related to Sprint’s construction of the Cell Tower, the ownership of the Cell Tower transferred to the District in May 2023. There are four carriers currently on the Cell Tower. The Cell Tower is used solely by the tenants pursuant to Cell Tower leases (“Air Carrier Leases”), with specified details listed below (as of May 1, 2023).

License ID	Carrier	End Date	Monthly Revenue
138357	Verizon Wireless	September 01, 2036	\$ 4000.84
144552	Sprint/Nextel	May 25, 2037	\$ 2885.17
138356	AT&T Mobility	March 12, 2049	\$ 5000.83
153558	Metro PCS	July 20, 2050	\$ 3279.14

The District has previously entered into a form of a loan or purchase and sale agreement with Wireless Capital Partners, LLC, in which the District assigned all of its rights to the Air Carrier Leases with such agreement ending May 2023. MW CELL REIT 1 LLC was the successor entity to Wireless Capital Partners, LLC. The District has or will be entering into a temporary agreement related to MW CELL REIT 1 LLC's (or related entity) limited management of the Cell Tower, which will expire on November 1, 2023, while the District seeks proposals in accordance with this RFP. The District has been informed that the Air Carrier Leases will be terminated upon the expiration of the temporary agreement. The successful Respondent may be required to negotiate new Air Carrier Leases immediately upon taking management of the Cell Tower. Once negotiated and executed, such Air Carrier Leases will be assigned to the successful Respondent.

**The District continues to hold the ground lease associated with the Cell Tower and receives payment directly from the ground lessee. The ground leases are not part of this solicitation.**

**C. Scope of Work**

The District intends to be relieved of its obligations related to the management of the cell tower and the Air Carrier Leases. The successful Respondent will be expected to maintain the tower, collect Lease payments, pay any expenses associated with the Cell Tower, and remit the required payments to the District. The successful Respondent will provide financial administration and oversight of the District's existing and future leases. The successful Respondent will be authorized to negotiate leases to be executed by the District and will not be authorized to amend leases, including the extension of a lease term, without joinder by the District. However, the successful Respondent may negotiate with existing or prior lessees or potential vendors regarding expanded or new usage of the Cell Tower. The Respondent shall also make recommendations to the District to maximize or leverage profitability. For new leases and prior to a renewal or expiration of a lease, the successful Respondent will also assist the District in reviewing and assessing the lease to determine whether the value received for the lease is competitive in Pinellas County, including whether the lease should be renewed or renegotiated. The District is contemplating the contract for the management of the Cell Tower and assignment of the Leases for a term of ten (10) years.

**D. Price**

The District is not proposing a specific pricing structure. A Respondent may include a fixed price for services, revenue sharing, or a combination. If a percentage of revenues is

proposed, the proposal must include if such percentage is of net or gross revenues. The District will not consider any proposals that include a lump sum payment in lieu of receiving monthly payments.

**E. General Project Schedule**

A summary schedule for Respondent selection for the Project is presented below. Dates may be changed at the discretion of the District.

Milestone	Expected Date of Completion
RFP Advertisement	August 3, 2023 (website) August 9, 2023 (newspaper)
Final Date for Questions	August 17, 2023
Proposals Due to the District	August 31, 2023
Selection Committee Meeting to Consider Proposals and Respondent Rankings	September 7, 2023
Selection Committee Meeting to Interview Ranked Respondents (If Needed)	It is not anticipated that interviews will be held
Respondent Selection	September 18, 2023 (Board Action)

All Selection Committee meetings are publicly noticed, and members comply with Florida’s Sunshine Law. Upon review of the proposals, the Selection Committee may schedule presentations and interviews. The Selection Committee’s ranking and a recommendation to select a Respondent will be presented to the District Board of Fire Commissioners (“Board”) for consideration.

The District reserves the right to delay scheduled dates if determined to be in the best interest of the District. Any changes, delays, or addenda related to this RFP will be posted on the District’s website, <https://palmharborfd.com>.

**F. Respondent Selection Process**

This selection process is intended to result in execution of a contract with a single Respondent.

The District requests that the Respondent submit its proposed contract with its proposal, which must include the assignment of the District’s leases and rights and obligations. The District will incorporate the proposal of the successful Respondent as well as make any necessary contract terms acceptable to the District at its absolute discretion. By submitting a proposal, Respondent agrees to all the terms and conditions of this RFP. The District may reject or not select a Respondent based on the proposed terms of the Respondent’s contract.

After issuance of this RFP, prospective Respondents or their agents, representatives or persons acting at the request of such Respondent are prohibited from contacting members of the District's Board, the Fire Chief, or any member of the Selection Committee concerning this RFP until after the final recommendation is presented to the Board for approval or when the solicitation has been canceled or terminated. Any questions concerning this RFP must be presented in writing via email to the Fire Chief at [firechief@palmharborfd.com](mailto:firechief@palmharborfd.com) no later than 5 PM on August 17, 2023. Respondents are responsible to review the District's website for the District's responses to any questions timely submitted or any addenda issued.

### **G. Respondent Minimum Requirements**

The Respondent must have at least five (5) years of experience maintaining and managing cell tower leases that were granted by Florida governmental entities. By submission of a proposal, the Respondent attests to this Respondent minimum standard.

### **H. RFP Minimum Requirements**

The proposal must (at a minimum) include the following:

1. Legal name, address, phone number and email of Respondent;
2. Principal office locations of submitting Respondent and any proposed subcontractors;
3. Legal form of company, i.e., partnership, corporation, joint venture, (if joint venture, identify the members);
4. Briefly state understanding of the Scope of Work and provide a positive commitment to perform the work;
5. Describe Respondent's recent cell tower experience, which includes maintaining cell towers, site management, the assumption of a government entity(ies)'s cell tower leases, and experience related to fair market evaluations and carrier negotiations;
6. Describe financial ability of the Respondent;
7. Qualifications and professional experience for Respondent's "Project Manager" who is proposed to serve as point of contact for the District;
8. Description and examples of a minimum of three (3) projects in Florida where the Respondent has been assigned cell tower leases in which the lessor was a governmental entity;
9. List of at least three (3) clients that the District can contact as references with respect to Respondent's work performance on projects similar to the Scope of Work, using the Reference Form included within this RFP;
10. Summary and disposition of any individual cases of litigation, judgments and/or legal actions, entered against Respondent or subcontractor(s) for breach of contract for work performed for or non-payment to any local, state, federal, public, or private entity, by any state or federal court, within the last five (5) years, or if no judgment was entered, please

also include any litigation that have been filed against Respondent or its subcontractors for breach of contract for work performed for or non-payment to any local, state, federal, public, or private entity, by any state or federal court, within the last five (5) years;

11. Description of prior or existing relationship with the District, if any, and whether specified deadlines or requirements were met;

12. Proposed pricing structure; and

13. Required forms:

- Proposed Contract;
- Key Personnel Form;
- Signed Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes;
- Reference Forms; and
- E-Verify Affidavit.

The proposal shall be limited to no more than twenty-five (25) one-sided pages for all requested information described herein including the required forms listed in RFP Requirement 13 above. Front and back covers, transmittal letter, and section dividers are excluded from the twenty-five (25) page limit. All pages shall be standardized 8 ½ x 11 inches in size, margins not less than 1-inch, standard black text and minimum twelve (12) point font size.

Respondents desiring to provide these professional services to the District must submit eight (8) paper copies (one (1) copy shall be unbound) and one (1) electronic PDF copy on a USB drive of their proposal in accordance with the requirements contained in this RFP to:

Palm Harbor Special Fire Control and Rescue District  
Attention: Fire Chief Scott Sanford  
250 West Lake Road  
Palm Harbor, Florida 34684

The proposal may be submitted by U.S. Mail (postage paid), courier service, or by hand delivery. Proposals must be identified with "RFP - Assignment of Cell Tower Leases -- Do Not Open" marked on the sealed package. If sent via courier service, they must be placed in a sealed envelope properly identified within the courier package. A Respondent's proposal must be received no later than August 31, 2023 at 1:00 P.M. at the above referenced address. It is the Respondent's responsibility to assure that its proposal is delivered to the District prior to the above deadline. The District will not be responsible for any lost or late arriving proposals sent via the U.S. Postal Service or other delivery services. Late submittals will not be opened or considered. Proposals that are incomplete, conditional, obscure, or do not conform to the requirements contained in this RFP may be deemed nonresponsive at the sole option of the District. The District reserves the right to reject all responses and not grant any award resulting from this RFP. If awarded, no contract will be formed between

the Respondent and the District until an agreement is executed by both parties. The District is not bound to accept the contract submitted by the successful Respondent with its proposal.

Upon submittal of its proposal, the Respondent agrees to be bound by all terms and conditions of the RFP. Neither the District nor its representatives will be liable for any expenses incurred in connection with preparation of a response to this RFP.

**I. RFP Evaluation Criteria**

Criteria	Weighting
Respondent Competence/Qualifications/Services	25 points
<i>Respondent Competence/Qualifications/Services section shall address:</i>	
<ul style="list-style-type: none"> <li>• <i>Prior experience providing services by Respondent as well as each of its subcontractors, including relevant experience and expertise in carrier negotiations and site management;</i></li> <li>• <i>Qualifications, experience, and competency of professional personnel who will be assigned to the contract by the Respondent including tenure with the firm, length of time in the industry, and type of experience;</i></li> <li>• <i>Financial ability of the Respondent;</i></li> <li>• <i>Response of references if the District elects to solicit them;</i></li> <li>• <i>Any litigation against the Respondent and/or subcontractors;</i></li> <li>• <i>Prior or existing relationship with the District; and</i></li> <li>• <i>Proposed contract provisions.</i></li> </ul>	
Price	75 points
<i>The Price section shall address the Respondent’s proposed payment to the District.</i>	
TOTAL	100 points

**J. Protests**

Notice of all District decisions concerning a competitive solicitation or award shall be electronically posted on the District’s website. By submitting a proposal, Respondents agree to the process set forth in these instructions.

1. Notice of Protest/Formal Written Protest

A Respondent adversely affected by this RFP shall file a notice of protest, in writing, seventy-two (72) hours prior to the date and time on which proposals are to be received and shall file a formal written protest within ten (10) days after filing the notice of protest.

Any Respondent adversely affected by the District’s decision concerning this RFP or award, or any Respondent adversely affected by the District’s decision to reject all proposals, shall

file a formal written protest within seventy-two (72) hours after the District's electronic posting of the notice of decision on its website.

No time will be added to the above time limits for mail service.

## 2. Contents of Formal Written Protest

The formal written protest shall be printed or typewritten, and shall contain:

- a) The name and address of the Respondent filing the protest and an explanation of how they are adversely affected;
- b) A statement of how and when the RFP or notice of District decision or intended decision was received;
- c) A statement of all disputed issues of material fact, and if there are none, a statement so indicating;
- d) A concise statement of the ultimate facts alleged, as well as the rules or statutes which entitle the protestor to relief;
- e) A demand for relief; and
- f) Any other information material to the protest.

## 3. Filing

All notice of protests and formal written protests shall be filed with the Fire Chief Monday through Friday, excluding holidays, during normal business hours. Filings may be submitted via hand delivery, U.S. Mail, or other delivery/courier service. Filings will not be accepted via email. A notice of protest or formal written protest is not timely filed unless received by the District within the prescribed time limit. Failure to file a notice of protest, if required, or a formal written protest within the time prescribed in these instructions shall constitute a waiver of all claims.

## 4. Stay of Procurement

Upon receipt of a formal written protest that has been timely filed, the RFP or contract award process shall be stayed until the subject of the protest is resolved by final action by the Board, unless the Fire Chief, with the concurrence of the Board, sets forth in writing particular facts and circumstances that require the continuation of the contract solicitation process through award without delay in order to avoid an immediate and serious threat or loss to the public health, safety, property, or welfare. Notice that a contract solicitation has been stayed shall be given by either electronic mail or U.S. mail to all Respondents.

## 5. Resolution of Formal Written Protest

The Fire Chief, or his designee, shall consider and investigate all written protests in a timely manner. The District shall provide an opportunity for the protestor to meet with the Fire Chief, or his designee, to resolve the protest by mutual agreement within seven (7) days, excluding Saturday, Sunday, and holidays, of receipt of a formal written protest. The District may grant extensions of time to conduct this meeting for good cause shown.

If the subject of a protest is not resolved pursuant to this meeting, the Fire Chief shall certify in writing that there was no resolution. The Fire Chief will make a recommendation to the Board, and the Board will then make a final decision to either uphold the recommendation, reject the recommendation, and send it back for further action, reject all proposals, or do something other than what the Fire Chief has recommended.

#### **K. Public Availability Of Records**

Once opened, all proposals will become the property of the District and, at the sole discretion of the District, may not be returned to Respondent. Any information, reports, or other materials given to, prepared, or submitted in response to this RFP will be subject to the provisions of Chapter 119, F.S., Public Records Act. **Any Respondent claiming that its proposal contains information that is exempt from Chapter 119, F.S., must clearly segregate and mark that specific information and provide the specific statutory citation for such exemption.** Section 119.071(1)(b), F.S., exempts sealed proposals from inspection, examination, and duplication until such time as the District issues a notice of intended decision or within thirty (30) days after the proposal opening, whichever comes first. This exemption is not waived by the public opening of the proposals. Any questions regarding the application of Chapter 119, F.S., to this RFP can be directed to the District's public records custodian by telephone at (727)784-0454, or by email at firechief@palmharborfd.com.

#### **L. Additional Requirements**

##### **1. Scrutinized Companies**

Pursuant to Section 287.135, F.S., a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount. Respondent may not submit a bid if it is on the aforementioned list. By submitting a proposal, the Respondent must certify that it is not on the aforementioned list.

##### **2. Public Entity Crimes**

Pursuant to Subsections 287.133(2)(a) and (3)(a), F.S., a person or an affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services or for the construction or repair of public building or public work to a public entity, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Respondent 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, F.S., for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendors list. Respondent shall submit with its proposal a properly executed and notarized Public Entity Crimes Statement.



### 3. Equal Employment Opportunity

The District, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of The Department of Commerce (15 CFR, Part 8) issued pursuant to such act, hereby notifies all Respondents that it will affirmatively ensure that in any contract entered into pursuant to this RFP, minority business enterprises will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### 4. Conflicts of Interest

The award under this RFP is subject to the provisions of Chapter 112, F.S., as amended, governing conflicts of interest. All Respondents must disclose with their proposal the name of any officer, director, or agent who is also a public employee. Further, all Respondents must disclose the name of any public employee who owns, directly or indirectly, an interest of five percent (5%) or more in Respondent's firm or any of its branches.

### 5. Participation in E-Verify System

In accordance with Section 448.095, F.S., beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. The submission of an executed affidavit from the Respondent and any subcontractors stating it is in compliance with Section 448.095, F.S., and all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system shall satisfy this requirement. Any contract awarded pursuant to this RFP shall be terminated by the District if the District has a good faith belief that the successful Respondent or subcontractor thereof has knowingly violated this requirement.

**PROJECT MANAGER AND KEY PERSONNEL**

The Respondent's proposed Project Manager and key personnel are to be indicated below. Each person must be identified with their job classification, area of expertise, work location, and employer.

Person's Name	Job Classification	Area of Expertise	Employer	Office Location

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

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

1. This sworn statement is submitted to [District's name] by

\_\_\_\_\_ (Print individual's name and title)

for \_\_\_\_\_ (Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a) A predecessor or successor of a person convicted of a public entity crime; OR
  - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

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

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

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the Final Order.)**

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

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

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

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ company organized under the laws of the State of \_\_\_\_\_, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Name

(Printed) \_\_\_\_\_

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

(Printed typed or stamped Commissioned name of Notary Public)

## REFERENCES

Respondent must provide a minimum of three (3) references that meet the requirements in the RFP.

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

Reference Entity: \_\_\_\_\_

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

Reference Address: \_\_\_\_\_

Reference Email Address: \_\_\_\_\_

Reference Phone No.: \_\_\_\_\_

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

Project Location: \_\_\_\_\_

Respondent Project Manager: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Contract Term (effective date and expiration/termination date): \_\_\_\_\_

Description of Contract: \_\_\_\_\_

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RESPONDENT E-VERIFY  
AFFIDAVIT

I hereby certify that \_\_\_\_\_ [insert Respondent company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ [insert Respondent company name] proof of registration in the E-Verify system is attached to this Affidavit.

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

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

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ company organized under the laws of the State of \_\_\_\_\_, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Name (Printed) \_\_\_\_\_

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

(Printed typed or stamped Commissioned name of Notary Public)

SUBCONTRACTOR E-VERIFY  
AFFIDAVIT\*

I hereby certify that \_\_\_\_\_ [insert Subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ [insert Subcontractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ company organized under the laws of the State of \_\_\_\_\_, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Name (Printed) \_\_\_\_\_

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

(Printed typed or stamped Commissioned name of Notary Public)

*\*This form must only be submitted if the Respondent proposes to use subcontractors to maintain the Cell Tower and Real Property.*