

**TAMPA SPORTS AUTHORITY
Concrete Waterproofing Material
Bid #17-07
RAYMOND JAMES STADIUM
TAMPA, FLORIDA**

**CONTRACT DOCUMENTS
&
TECHNICAL SPECIFICATIONS**

Prepared for:

TAMPA SPORTS AUTHORITY
4201 North Dale Mabry
Tampa, Florida, 33607
(813) 673-4320



June 2018

**RAYMOND JAMES STADIUM
Concrete Waterproofing Material
TAMPA, FLORIDA**

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PART I
BIDDING REQUIREMENTS

INVITATION TO BID

The **TAMPA SPORTS AUTHORITY** hereby issues Public Notice of its intention to receive sealed bids at the office of the Authority, located at 4201 North Dale Mabry Highway, Tampa, Florida, at which time bids will be opened and publicly read aloud.

Sealed bids are invited for the following:

BID #17-07

Concrete Waterproofing Material

MANDATORY PRE-BID CONFERENCE DATE/TIME/LOCATION:

**Monday, July 9, 2018 @ 10:00AM
AT THE TAMPA SPORTS AUTHORITY OFFICE**

BID OPENING DATE/TIME/LOCATION:

**Monday, July 23, 2018 @ 10:00AM
AT THE TAMPA SPORTS AUTHORITY OFFICE**

Bid packages will be available for distribution and pick up at the Tampa Sports Authority office after 10:00 am on Monday, June 25, 2018 or online at www.tampasportsauthority.com. Further details and specifications may be obtained from the office of the Tampa Sports Authority by calling (813) 350-6500 Extension 6519.

The TAMPA SPORTS AUTHORITY reserves the right to reject any and all bids, to waive irregularities, if any, and accept the bid, which in the judgment of the Authority, is determined to be in its best interest.

Dated at Tampa, Florida this 24th Day of June 2018.

INFORMATION FOR BIDDERS

A-1. SUBMISSION OF BIDS AND BID OPENING:

- A. Bids will be received by the Tampa Sports Authority and will be opened and read on Monday, July 23, 2018 at 10:00 AM at the Tampa Sports Authority Office. Bidders, or their representatives, and other interested persons may be present at the opening of proposals.
- B. Envelopes containing the bids must be opaque, sealed, marked on the outside of the envelope "**Proposal for Concrete Waterproofing Material**" with the name of the Bidder and his Florida Contractor's Registration Number and addressed to.

Tampa Sports Authority, Raymond James Stadium, 4201 North Dale Mabry, Tampa, Florida 33607 c/o Purchasing Office.
Attn: Deltecia Jones – Purchasing Department.
- C. Bids shall be signed in ink by an official of the firm submitting the bid. The bid 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.
- D. Prices must be quoted on the sheet furnished by this department, no other will be accepted. All prices quoted F.O.B. Tampa, Florida
- E. Bids which have been submitted may not be modified or withdrawn after submission. Negligence on the part of the bidder in the preparation of his bid shall not be grounds for the modification or withdrawal of a bid after the time set for bid opening.
- F. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. The responsibility for getting the bid to the Authority on or before the stated time and date will be solely and strictly the responsibility of the bidder. The Authority will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.
- G. The bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bid. Bid time will be and must be scrupulously observed. Under no circumstances will bids delivered after the time specified be considered. Such bids shall be returned to the vendor unopened with the notation, "THIS BID WAS RECEIVED AFTER THE TIME DESIGNATED FOR THE RECEIPT AND OPENING OF BIDS".
- H. A Mandatory Pre-Bid Conference has been scheduled for Monday, July 9, 2018 at 10:00 AM in the Tampa Sports Authority Boardroom at Raymond James Stadium, 4201 N. Dale Mabry Highway, Tampa, Florida 33607 (Entrance B off Himes Avenue). Please call 813-350-6500 for directions to the facility.

A-2. BIDDING DOCUMENTS:

- A. Bidding Documents include the Advertisement for Bids, Information for Bidders, Bid Form, the Bid Security and the proposed Contract Documents, including any Addenda issued prior to receipt of bids. All requirements and obligations of the Bidding Documents are hereby incorporated by reference into the Contract Documents and are binding on the Successful Bidder upon award of the contract.
- B. Bidders may obtain complete sets of the bidding Documents from the issuing office designated in the Advertisement for Bids in the number requested and for the price, if any, stated therein.
- C. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor the Design Professional shall have any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- D. The Owner in making copies of the Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

A-3. DEFINITIONS:

A. THE BID:

A Bid 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 Bidding Documents.

B. BASE BID:

The Base Bid is the sum stated in the Bid for which the Bidder 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 Bids, if any.

C. ALTERNATES:

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

A-4. QUALIFICATION OF BIDDER:

- A. The Successful Bidder shall perform at least twenty-five percent (25%) of the work with forces that are in the direct employment of the Contractor's organization. Prior to the signing of the contract, the successful Bidder shall submit a statement of work to be performed by his own forces.
- B. Prior to Contract award, the successful Bidder shall be prepared to demonstrate

that his present organization, direct labor force and prior work experience is of adequate size and development to maintain responsible control of the project and to schedule, coordinate and perform the work in an expeditious manner and in accordance with the Contract Documents. Contractor shall complete and deliver to the Owner a Bidder's Qualification Statement and audited financial statements for the current and past year, as set forth in the Contract Documents, prior to contract award. This information will be relied upon and investigated by the Owner in determining whether the Bidder is the best, most responsible and most qualified Bidder.

Submit a completed Bidder Qualification Form (BQ-1) with the bid as provided in the Bidding Requirements section of the Contract Documents.

- C. Bidders, whether residents or nonresidents of Florida will be required to show evidence of a State of Florida Contractor's License before their bids will be considered.
- D. The Owner and the Owner's Design Professional will consider, in determining the qualifications of a Bidder, his record in the performance of any contracts for construction work into which he may have entered with the Owner or with similar public or private bodies or corporations. The Owner expressly reserves the right to reject the bid of any Bidder if such record discloses that such Bidder, in the opinion of the Owner, or his Design Professional, is not the best or most responsible and qualified Bidder or that Bidder has not properly performed its contracts or has habitually and without just cause neglected the payment of bills, or has otherwise disregarded his obligations to Subcontractors, material men, suppliers or employees.
- E. The Owner or his Design Professional, may make such investigation as they deem necessary to determine the responsibility, qualifications and ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner or his Design Professional all such information and data for this purpose as they may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such Bidder, fails to satisfy the Owner or his Design Professional that such Bidder is a responsive and responsible Bidder in accordance with the criteria set forth herein. The ability to secure payment and performance bonds for the Work shall not be conclusive evidence of Bidder's financial responsibility. Conditional bids will not be accepted.

A-5. BIDDER'S REPRESENTATIONS:

- A. Each Bidder by submitting his Bid understands Owner is relying upon the bid and the representations contained therein in awarding the Contract and represents that:
 - 1. He has read and understands that Bidding Documents and his Bid is made in accordance therewith; and Bidder agrees to be bound by the terms and requirements set forth in the Bidding and Contract Documents;
 - 2. He has visited the site, has familiarized himself with the local conditions under which the Work is to be performed in accordance with Article A-8 herein, and has correlated his observations with the requirements of the

proposed Contract Documents;

3. His Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception; and
 4. He has the capability, in all respects, and the moral and business integrity, reliability, technical ability, financial resources, management, superintendence, equipment and materials which will assure effective and efficient good faith performance in full compliance with the Contract Documents and with any and all schedules and Milestone and Completion dates required by the Owner. The Bidder acknowledges and represents that he has made allowances for normal inclement weather indigenous to the Project Site, in his estimating, planning and scheduling of the Work. The Bidder hereby certifies that the work shall be completed, in place, in full accordance with the Contract Documents, within the time limits specified.
- B. He agrees that upon receipt of the Notice of Acceptance of his bid, he will execute the formal Contract, and will deliver all bonds and proof of insurance coverage as required by the Specifications.
- C. He agrees to execute the formal Contract within SEVEN (7) days from the date of Notice of Award of the Contract, and in case he fails or neglects to appear within the specified time to execute the Contract, he will be considered as having abandoned the Contract, and the Bid Security accompanying this Proposal will be forfeited to the Owner by reason of such failure on the part of the Bidder.
- D. Contractor shall submit a complete list of all subcontractors to the Owner immediately upon notice of apparent low bidder status and prior to award of the Contract. Owner shall consider such matters as it deems fit as to each subcontractor and how, if at all, it impacts on Contractor's responsibility, fitness or ability to perform this Contract. In addition, Contractor shall submit for approval its as-planned schedule pursuant to the requirements of Article 4 of the General Conditions.

A-6. BID SECURITY:

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

within forty-five (45) days of the bid opening, the Bidder may withdraw his bid and request the return of his bid security. If, at the Owner's or Design Professional's request, the Bidder agrees to extend and maintain his bid beyond the specified 45 days, his bid security will not be returned. Bidder hereby agrees that all Bid prices are firm, fixed prices which the Owner may accept up to 45 days from Bid opening.

A-7. LIQUIDATED DAMAGES:

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

A-8. SITE CONDITIONS AND CONDITIONS OF THE WORK:

- A. Each bidder must acquaint himself thoroughly as to the character and nature of the work to be done. Each bidder furthermore must make a careful examination of the site of the work and inform himself fully as to the difficulties to be encountered in the performance of the work, the facilities for delivering, storing and placing materials and equipment, and other conditions relating to construction and labor.
- B. No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the successful Bidder to fulfill in every detail all the requirements of the Contract Documents and to complete the Work for the consideration set forth therein, or as a basis for any claim whatsoever from the Bidder. Bidder specifically waives any such claim(s).
- C. Insofar as possible, the Successful Bidder, in carrying out his work, must employ such methods or means as will not cause interruption of or interference with the Work of the Owner or any separate contractor. Necessary right-of-way permits, acquired by the Contractor, may be required for this construction.

A-9. BIDDER'S QUESTIONS, ADDENDA AND INTERPRETATIONS:

- A. Bidders and Sub-bidders shall promptly notify the Owner, prior to submission of their Bid, of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

No interpretation of the meaning of the drawings, specifications or other contract documents will be made to any Bidder orally, nor may Bidder rely on any such pre-bid statements in completing his Bid.

- B. All questions concerning the project shall be submitted on or before **Thursday, July 19, 2018 at 3:00 PM**, in writing with date, company name and contact via e-mail, fax or mail to:

**Tampa Sports Authority., 4201 North Dale Mabry Highway, Tampa, Florida
33607, FAX 813-673-4308 OR 813-350-6649
Attention: Judy Baker - Project Manager.
E-mail – Jabaker@Tampasportsauthority.com.**

- C. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bidding Documents which, if issued, will be mailed to all prospective Bidders (at the respective addresses furnished for such purposes) prior to the date or time fixed for the opening of bids. Neither the Design Professional nor the Owner will be responsible for any other explanations or interpretations of the proposed documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.
- D. Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge receipt and inclusion in his proposal of all Addenda.

A-10. SECURITY FOR FAITHFUL PERFORMANCE: (NOT REQUIRED)

The Successful bidder shall furnish and record in the official records of the county where the project is located a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract and also a Labor and Material 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 furnishing materials under this Contract. Both the Performance Bond and Labor and Material Payment Bond shall be in the forms set forth in the Contract Documents 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 Owner. The Performance Bond and the Labor and Material Payment Bond shall be in separate instruments and shall be delivered to the Owner not later than the date of execution of the Contract. No work or mobilization may proceed until both bonds are executed and delivered to Owner.

A-11. TIME FOR COMPLETION AND LIQUIDATED DAMAGES FOR NON-COMPLETION:

The time for completion of this Contract and liquidated damage for non-completion within the stipulated time shall be as fixed in the Owner-Contractor Agreement.

A-12. LOCATION OF WORK:

The site of the proposed work is at a public sports stadium in Tampa, Florida.

A-13. LIABILITY INSURANCE AND WORKMEN'S COMPENSATION:

The Successful Bidder will be required to carry public liability and workmen's compensation and other insurance in the amounts and under the terms stipulated under the General Conditions ARTICLE 11.

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 insured but solely in accordance with and subject to the indemnification provisions set forth in paragraph 20 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:

**Mr. David Byrne
Director of Finance & Administration
Tampa Sports Authority
4201 N. Dale Mabry Highway
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.

Use Insurance Service Office (ISO) policies, forms, and endorsements or broader where applicable.

A-14. BIDDERS REFERRED TO LAWS:

- A. The successful Bidder shall obey all applicable laws, rules, regulations and ordinances in the performance of work under the contract contemplated herein.
- B. The provisions of this contract shall be interpreted in accordance with the laws of Florida and in accordance with the laws, ordinances, regulations, permits and resolutions of Hillsborough County and the City of Tampa, if applicable.

A-15. TAXES

All applicable Federal, State and Local Taxes, unless otherwise instructed by Owner, shall be included in the Bidder's Proposal. Owner reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. OWNER may also provide CONTRACTOR with Tax Exempt Certification number so that CONTRACTOR may purchase OWNER designated items tax free.

A-16. RIGHT TO REJECT BIDS:

The Owner expressly reserves the right to reject any or all bids, to waive any informalities or minor irregularities in the bids received, and to accept that bid which in its judgment, best serves the interest of the Owner. Owner hereby retains full discretion to determine the responsiveness of the bid and Bidder's responsibility, character, fitness and experience to perform the Work.

Bidders 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 bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders void.
- (e) Advance disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, 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.
- (g) Unauthorized alteration of bid form. Authority reserves the right to waive any minor informality or irregularity.

A-17. EQUAL PRODUCTS AND SUBSTITUTIONS:

- A. Unless otherwise provided in the Contract Documents the naming of a certain brand, make or manufacturer or article, device, product, material, fixture, form or type construction by name, make or catalog number, shall convey the general style, type, character and standard of quality of the article desired and shall not be construed as limiting competition. Equal products and substitutions shall not be reviewed or approved by the Owner's Representative during the bidding period.
- B. The bidder may request approval for substitutions after award of the contract in accordance with the provisions of Article 4.15 of the contract General Conditions. The selected Contractor, may, with Owner approval, use any article, device, product, material, fixture, form or type of construction which in the judgment of the Design Professional, and Owner is equal to that specified considering quality, workmanship, economy of operation, suitability for the purpose intended, and acceptability for use on the project.

A-18. PREPARATION AND SUBMITTAL OF FORM OF BID:

- A. Bids 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 bids, 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 bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.
- C. Bids shall not contain any conditions, restatement or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

A-19. MODIFICATION OR WITHDRAWAL OF BID:

- A. Bidders may request withdrawal of a posted sealed proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Director of Purchasing in writing.
- B. Withdrawn bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with this Information for Bidders.
- C. Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

A-20. DETAILED BID BREAKDOWN:

If the Owner or the Design Professional directs, the Bidder shall provide a detailed breakdown and internal job cost estimate of his bid acceptable to the Owner or the Design Professional. In addition to verifying accounting requirements, the breakdown may be used by the Owner to determine whether the Bidder has grossly misjudged the requirements of any area. Failure to provide the requested detailed breakdown may result in rejection of the bid proposal or, if after contract award, may be deemed a default or breach of the Contract.

A-21. AWARD OF CONTRACT:

The contract will be awarded to the lowest responsive and responsible Bidder, and whose bid is considered to be in the best interest of the Owner. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the Owner and based upon the character, fitness, experience, history and financial status of the Bidder.

- A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the Owner.
- B. A Responsive Bidder shall mean a Bidder who has submitted a bid which

conforms, in all material respects, to the Bidding Documents.

- C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:
1. The ability, capacity and skill of the Bidder to perform the contract or provide the service required;
 2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 3. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
 4. The quality of performance of previous contracts or services. For example the following information will be considered:
 - a. The administrative and consultant cost overruns incurred by Owners on previous contracts with Bidder,
 - b. The Bidder's compliance record with contract general conditions on other projects,
 - c. The submittal by the bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
 - d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidders compliance with scheduling and coordination requirements on other projects,
 - e. The Bidder's demonstrated cooperation with the Owner, or the Design Professional and other contractors on previous contracts,
 - f. Whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents;
 5. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services;
 6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service;
 7. The quality, availability and adaptability of the goods or services to the particular use required;
 8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract;
 9. Whether the Bidder is in arrears to any Owner on debt or contract, or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the Owner or the Design Professional having a bearing on the decision to award the contract, to include, but not limited to:
 - a. The ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work,
 - b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.
 - c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.
 - d. Whether Bidder's contract on other projects has ever been terminated.

D. The purpose of the above is to enable the Owner to select the bid which is in the best interests of the Owner. The ability of the low Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder.

E. The Owner reserves the right to defer award of this contract for a period of forty-five (45) days after the due date of bids. During this period time, the Bidder shall guarantee the prices quoted in his bid.

F. IDENTICAL TIE BID:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and services 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. In order to have a drug-free workplace program, a business shall abide by the policies outlined in paragraph A – 25 below.

G. PARTIAL BID:

Bidders may submit partial bids for one or more items. Tampa Sports Authority reserves the right to award to multiple vendors.

A-22 OTHER AGENCIES:

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

It is understood that at no time will any city, county, municipality or other agency be obligated for placing an order for any other city, county, municipality or agency; nor will any city, county municipality or agency be obligated for any bills

incurred by any other city, county, municipality or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

A-23. EMPLOYEE CONFLICT:

The Owner will not contract with persons, firms or corporations where an officer or employee's spouse or child of the Owner is an officer, partner, director or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

A-24. CONVICTED VENDOR LIST:

In accordance with s.287.133(3)(a), Florida Statutes, prospective Bidders are hereby advised as follows:

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; 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 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

A-25. EEOC / WMBE:

The Owner is an equal employment opportunity employer and encourages the firms and contractors with whom it does business to likewise follow these principles. The successful Bidder will be expected to have an EEOC/WMBE program in place which encourages the participation of women and minorities in the renovation project as employees or subcontractors of the successful Bidder.

A-26. DRUG FREE WORK PLACE:

Preference shall be given to businesses with drug-free workplace programs.

Whenever two or more bids which are equal with respect to price, quality and services are received by the Owner for the procurement of 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. 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 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 1.
- D. In the statement specified in subsection 1, 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 any violation of Chapter 893 or 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.

A - 27 DISCOUNTS:

Discounts for prompt payment offered may be taken into consideration during bid evaluation. Terms of payment offered will be reflected in the space provided on the Bid Proposal forms.

A- 28 ASSIGNMENT OF CONTRACTUAL RIGHTS:

It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of the Authority and any sureties.

A- 29 TIMELY DELIVERY:

Time will be of the essence for any orders placed as a result of this bid. The Authority reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal

form.

A- 30 DEFAULT OF CONTRACT:

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

A- 31 ACCEPTANCE OF MATERIAL:

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the Authority. It must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the Authority is found to be defective or does not conform to specifications, the Authority reserves the right to cancel the order upon written notice to the bidder and return product to bidder at the bidder's expense.

A- 32 DAMAGE:

In the event any materials, equipment or other property of the Authority shall be damage or destroyed by personnel furnished by Contractor, Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of Authority.

A- 33 LICENSES AND PERMITS:

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

End of Section

TAMPA SPORTS AUTHORITY
Concrete Waterproofing Material
Bid #17-07
TAMPA, FLORIDA

BID FORM

DESCRIPTION

This bid shall be priced according to the specifications. By signing this bid, the bidder agrees that this bid is made without any understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respect fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection. In addition, Bidder represents acceptance of the terms and conditions of the foregoing specifications and provisions.

BASE PROJECT BID

The Base Bid includes the furnishing of **material only** as specified. The bid shall be based upon the items included in the specifications. The Project Bid Total shall include all work as a completed project as described in the specifications including that which is not specifically listed on this form.

BID PACKAGE ASSEMBLY

The Bid Package shall be assembled in the following order:

1. Bid Form
2. Acknowledgement of Receipt of Addenda
3. Acknowledgement of Bidder Form
4. Bid Security (Bid Bond, Cashier's Check, or Cash)
5. Legal Status of Bidder Form
6. Bidder Qualification Form

BID FORM

Project: RAYMOND JAMES STADIUM
Concrete Waterproofing Material
Bid #17-07
TAMPA SPORTS AUTHORITY

The undersigned has attended the mandatory pre bid meeting, and examined the site for the above project and agrees to furnish and pay for all materials, appurtances, services, taxes unless declared exempt by the Specifications required to complete this project according to all the requirements of the Specifications, including all addenda, at and for the price(s) stated below regardless of any increase in wages or material prices.

The Contractor in submitting this bid guarantees the following price for forty five (45) days:
Exception: Unit price for additional stock ordered 45 days after the bid opening shall be guaranteed for 180 days from the date of the bid opening under identical terms, with no minimum quantity required.

BASE PROJECT BID:	
Unit Price _____	Quantity _____
_____ Dollars	\$ _____
Total Price in words	Price in Figures

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

ATTEST:

Witness

Witness

BIDDER:

BY: _____(SEAL)
(Authorized signature in ink)

(Printed name of signer)

(Printed Title of signer)

CORPORATE SEAL
(Where appropriate)

(Date signed)

Acknowledge receipt of Addenda Nos _____

Name of Bidder: _____
(typed or printed: firm, corporation, business or individual)

Our local (to Tampa, Florida) business and mailing address is:

Our primary business and mailing address is: _____

Contractor's License No. _____

Federal Employer Identification Number (FEIN): _____

Our present phone number is:(_____) _____ FAX:(_____) _____

Our e-mail address (if any) is _____

Our business has been in operation under its present name since: _____

Bid Bond

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

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

_____ as
OWNER, hereinafter, called the OWNER, in the sum of

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

WHEREAS, the Principal has submitted a bid for

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

Signed and sealed this _____ day of _____ 20 ____.

(Principal)

(Seal)

(Witness)

(Title)

(Surety)

(Witness)

(Title)

Legal Status of Bidder

This Proposal is submitted in the name of:

(Print) _____

The undersigned hereby designates 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 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 _____

By

Printed Name

Title

BIDDER QUALIFICATION FORM

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

References will be contacted, projects will be reviewed for quality of workmanship. Information supplied will be considered in the award of this contract.

REFERENCES

BIDDER NAME : _____

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

LOCATION : _____

OWNER REPRESENTATIVE : Name: _____

Title: _____

Phone: _____

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

LOCATION : _____

OWNER REPRESENTATIVE : Name: _____

Title: _____

Phone: _____

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

LOCATION : _____

OWNER REPRESENTATIVE : Name: _____

Title: _____

Phone: _____

STATEMENT OF NO BID

NOTE: IF YOU DO NOT INTEND TO BID ON THIS REQUIREMENT, PLEASE RETURN THIS FORM IMMEDIATELY TO:

Tampa Sports Authority
Purchasing Department
4201 North Dale Mabry
Tampa, FL 33607

We, the undersigned, have declined to bid on your Bid #17-07, **Concrete Waterproofing Material**, for the following reasons:

- _____ Specifications too "tight", geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Invitation to Bid.
- _____ Specifications unclear (explain below).
- _____ We do not offer this product or an equivalent.
- _____ Our product schedule would not permit us to perform.
- _____ Unable to meet specifications.
- _____ Unable to meet Bond requirements.
- _____ Other (explain below).

REMARKS: _____

We understand that if the "No Bid" letter is not executed and returned, our name may be deleted from the list of qualified bidders for the Tampa Sports Authority.

COMPANY NAME: _____

SIGNATURE: _____

PHONE NUMBER: _____ DATE: _____

SPECIFICATIONS

General Scope Description:

The bidder will be responsible for furnishing high performance 100% penetrating sealer. This bid will be for material only and doesn't not include labor or application.

1. Bid must include all applicable tax, fees, shipping and handling and price shall also include delivery to the stadium at Dock B. Items will be delivered in previously unopened factory packaging and shall arrive in one shipment. TSA shall be notified 24 hours ahead of time of shipment.
2. Bidder shall provide MasterProtect H 1000 water repellent silicone concrete sealer as manufactured by BASF Chemical Company. Product shall be provided and delivered in 55 gallon drums. NO SUBSTITUTIONS ALLOWED.
3. Quantity provided in Base Bid shall provide coverage for a minimum 290,000 SF of concrete at the rate of 300 gallon per SF. Quantity provided in Base Bid shall be itemized on the bid form and calculated by the bidder.
4. Technical Data Sheets shall be submitted with the sealed bid.
5. Unit price bid, should TSA desire to purchase additional stock at a future date, shall be honored for ten months from the date of the bid opening. There shall be no minimum quantity required for this additional purchase and all shipping, handling and other terms of the original bid will be honored in this cost.
6. This bid is for material only. Labor and/or installation is not included.
7. Delivery shall occur with 30 days of approval or other time period as mutually agreed upon.