

4201 N. DALE MABRY HIGHWAY TAMPA, FLORIDA 33607

BID #18-21

SOCCER/TEAM BENCH & REFEREE SHELTERS, TOURNAMENT SPORTSPLEX

DELIVERED TO: 9330 E. COLUMBUS DRIVE TAMPA, FL 33619

BID DUE DATE:

FRIDAY, AUGUST 23, 2019 NOT LATER THAN 10:00 AM

DELIVER BIDS TO:
RAYMOND JAMES STADIUM
4201 N. DALE MABRY HWY. (ENTRANCE B OFF HIMES AVENUE)
TAMPA, FL 33607

DELTECIA JONES PROCUREMENT DEPARTMENT

JULY 2019

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BID #18-21

SPECIFICATION FOR: Soccer/Team Bench and Referee Shelters,

Tournament SportsPlex

BID DUE DATE: Friday, August 23, 2019 at 10:00am

PLACE OF BID OPENING: Tampa Sports Authority Office (Entrance B/C of Himes Avenue)

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GENERAL TERMS AND PROVISIONS:

1. BIDS:

Prices must be quoted on the sheet furnished by this department, no other will be accepted. All prices quoted F.O.B. Tampa, Florida.

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.

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".

2. EXCEPTIONS TO BID:

The bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. <u>MODIFICATION OR WITHDRAWAL OF BID:</u>

Bidders may request withdrawal of a posted sealed proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Purchasing Department, in writing.

Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS:

The Tampa Sports Authority reserves the right to reject any and 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 Authority. The Authority hereby fully 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;
- (H) Failure to sign and return any addenda;
- (I) Faxed, e-mailed and/or unsealed bids will be rejected.

5. <u>INCONSISTENCIES ON CONDITIONS:</u>

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS:

A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The Authority is not bound by any oral representations, clarifications, or changes made in the written specifications by Authority's employees, unless such clarification or change is provided to bidders in written addendum form from the Purchasing Manager.

Bidders shall promptly notify the Authority, prior to submission of their Bid Proposal, of any ambiguity, inconsistency or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

- B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.
- C. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, will be mailed and/or emailed to all prospective Bidders (at the respective addresses furnished for such purposes or as listed on the Mandatory Pre-Bid Conference Sign-in Sheets (if applicable) prior to the date or time fixed for the opening of bids. The Authority will not be responsible for any other explanations or interpretations of the proposal 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 a part of the Contract Documents.
- D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT:

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is considered to be in the best interest of the Authority. 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 Authority 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 <u>or</u> the aggregate amount of the Base Bid, plus any Alternates selected by the Authority.
- 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 Authority 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 Bidder's compliance with scheduling and coordination requirements on other projects,
 - e. The Bidder's demonstrated cooperation with the Authority and/or other contractors on previous contracts,
 - f. Whether the work performed, and materials furnished on previous contracts were in accordance with the Contract Documents.
- 5. The previous and existing compliance by the Bidder with the 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 security by the Authority having 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 Authority to select the bid which is in the best interest of the Authority. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate responsibility of the Bidder.
- E. The Authority 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 of time, the Bidder shall guarantee the prices quoted in his/her bid.

8. <u>BRAND NAMES "OR EQUAL"</u>:

Whenever in this Invitation, any particular materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording will be deemed to be followed by the words "or equal". Proof satisfactory to Authority must be provided by bidder to show that the alternative product is, in fact, equal to the product required in the specifications.

9. <u>DISCOUNTS</u>:

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.

10. TAXES:

The Authority is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the Authority shall be excluded in the Bidder's Proposal. Authority reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. Authority may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase Authority Designated items tax free.

11. COLLUSION CLAUSE:

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.

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.

12. <u>EEOC/WMBE/DM/DWBE/SBE/S-DV</u>:

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

13. 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.

14. 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.

15. 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.

16. 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.

17. IDENTICAL TIE BIDS/PROPOSALS:

In the event two (2) or more Bidders have submitted the lowest and best Bids/Proposals, preference will be given in the following order:

A. A Bidder who has signed and submitted a Drug-Free Workplace Statement/Form pursuant to Section 287.087 Florida Statutes, with the bid;

- B. A Bidder who is a Service-Disabled Veteran Business and who is currently registered and can provide proof of registration with Hillsborough County Small Business Enterprise and/or the City of Tampa Small Business Enterprise program(s);
- C. A Bidder who is a Minority or Small Business Enterprise and can provide proof of current registration with the Hillsborough County and/or the City of Tampa's Small Business Enterprise program(s);
- D. A Bidder who has its principal place of business in Hillsborough County;
- E. A Bidder who has a place of business located in Hillsborough County;
- F. Otherwise, the bid/proposal may be awarded by coin toss of the best 2 out of 3.

18. 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.

19. EMPLOYEE CONFLICT:

The Tampa Sports Authority will not contract with persons, firms or corporations where an Authority officer or employee's spouse or child 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.

20. 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 on a contract to provide any goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a 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 from 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 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.

21. PARTIAL BID:

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

22. OTHER AGENCIES:

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

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).

23. BID (BOND) SECURITY:

A. Each bid must Bidder, made provided herein purposes of this shall be issued the approved U Guide and whice

N/A

ier's or Certified Check of the 's bond on the Bid Bond Form than 5% of his/her bid. For he Base Bid. The bidders' bond business in Florida, which is on ting by the latest Best Insurance

B. Said bid securi awarded the wo security shall be but the three los security will be have executed to notified of the the Bidder may



er will enter into a contract if o so enter into said contract, the a security shall be returned to all ening of bids and the remaining ority and the successful Bidder arded or the bidder has not been re (45) days of the bid opening, a of his bid security. If, at the

Authority's request, the Bidder agrees to extend and maintain his/her bid beyond the specified 45 days, his/her bid security will not be returned. Bidder hereby agrees that all

Bid prices are firm, fixed prices which the Authority may accept up to 45 days from Bid opening.

24. <u>LIQUIDATED DAMAGES</u>

The Successful Bidder, upo days after he has received n security deposited with his b

25. SECURITY FOR FAITHFU

The Successful bidder shal project is located a Perform (100%) of the Contract Sur Payment Bond in an amour security for the payment of Contract. Both the Perform Documents (if applicable) a State of Florida, which are maintain an A- rating with The Performance and Paym Authority not later than the proceed until both bonds are executed and derivered to the Authority.

the Contract within Seven (7) all forfeit to the Authority the re or refusal.

N/A

ords of the County where the equal to one hundred percent ce of the Contract and also a 00%) of the Contract Sum, as arnishing materials under this forms set forth in the Contract licensed to do business in the asury List of Sureties, which e acceptable to the Authority, is and shall be delivered to the Vo work or mobilization may

26. CONTRACT TERMINATION:

The contract may be terminated at any time by the Authority giving written notice to the Contractor sixty (60) days prior to the desired termination date.

27. DUE DILIGENCE:

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

28. PUBLIC RECORDS LAW:

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

29. ATTORNEY'S FEES:

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

30. FORCE MAJEURE:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

31. INCURRED COSTS:

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

32. EX PARTE COMMUNICATION:

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

Purchasing Department 4201 N. Dale Mabry Highway Tampa, FL 33607 djones@tampasportsauthority.com

The Evaluation Committee/Staff member may, however, initiate communication with any offeror in order to obtain additional information or clarification necessary for fair evaluation of their bid proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Invitations to Bid.

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

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

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

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

- a) Meetings where vendors make oral presentations or answer questions as part of a competitive solicitation;
- b) Meetings of a TSA evaluation, grading or negotiating team to discuss negotiation strategy;
- c) Negotiation sessions with vendors.

35. 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.

36. 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.

37. NON-EXCLUSIVE CONTRACT:

This is a non-exclusive Contract. The Authority reserves the option to purchase any service(s), materials or equipment from an alternate source.

38. CONTRACT TERMS/OPTION:

This is a one-time purchase and pricing shall remain the same and be effective until delivery is complete. This bid agreement/pricing can be extended if agreed upon by both parties (Bidder and

the Authority).

- A. Prices must be valid and remain the same for the initial term and any extensions requested by the Authority.
- B. Request for price adjustments must be solely for the purpose of accommodating an increase in the Contractor's cost, not profits. The percentage charge between the prevailing rate and the requested rate shall not exceed the percentage change between the Consumer Price Index for Tampa-St. Petersburg-Clearwater, FL that was in effect at the beginning of the existing contract period and the one in effect at the time of request for rate increase. Tampa Sports Authority will consider a request for cost of expenses increase at the beginning of the contract extension period, only and requests must be made in writing not later than 60 days prior to the renewal period.
- C. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

39. LICENSES AND PERMITS:

The Contractor and/or (if applicable) his subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of his subcontractors must be licensed by the State of Florida, Hillsborough County or the City of Tampa to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the Authority's Purchasing Department with their Bid Proposal. 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 the 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.

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

Bidder/Proposer Signature	

INFORMATION/INSTRUCTION TO BIDDERS

1. QUESTIONS, SUBMISSION OF BIDS/BID OPENING:

- A. The final day for asking questions regarding this Bid is Monday, August 19, 2019
 not later than 1:00 p.m. All questions must be submitted in writing and via email to djones@tampasportsauthority.com.
- B. Bids will be received by the Tampa Sports Authority and will be opened and read aloud on Friday, August 23, 2019 at 10:00 a.m. at the Tampa Sports Authority offices located at 4201 N. Dale Mabry Hwy., Tampa, Florida 33607 (Entrance B/C off Himes Avenue). Bidders, or their representatives, and other interested persons may be present at the opening of proposals.
- C. Bidders shall present a sealed, non-transparent envelope, identified with the project name, Bid number and contractor's name. Bids 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, Procurement Dept. 4201 N. Dale Mabry Highway Tampa, FL 33607

- D. 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.
- 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. 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.
- G. The Bidders 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 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 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".

2. DEFINITIONS:

A. <u>THE BID</u>:

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 form 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 Authority in any combination or not at all.

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

- 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 pries 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.

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.

SPECIFICATIONS

SCOPE:

The TAMPA SPORTS AUTHORITY, hereinafter referred to as the "Authority", "TSA" or "SportsPlex", is requesting a bid proposal to provide soccer/team bench shelters and referee shelters (Jaypro or approved equals) delivered to the Tournament SportsPlex located at 9330 E. Columbus Drive, Tampa, Florida 33619.

SOCCER TEAM BENCH SHELTERS (JAYPRO ITEM #SCSHLT-X OR APPROVED EQUAL)

- 1. Powder-coated steel frame with removable polyester top for quick and easy assembly and/or disassembly;
- 2. Four (4) Auger stakes for grass (turf anchoring);
- 3. Wheel Kits
- 4. Dimensions: 17'W x 6'4"H x 5'D
- 5. Color: Royal Blue
- 6. Optional: Shelter wind flap (Price as option on Bid Proposal Page)

REFEREE/SCOREKEEPER SHELTER (JAYPRO ITEM #RSHLT-X OR APPROVED EQUAL)

- 1. Powder-coated steel frame with removable polyester top for quick and easy assembly and/or disassembly;
- 2. Four (4) Auger stakes for grass (turf anchoring);
- 3. Wheel Kits
- 4. Dimensions: 8.5' x 6.5' x 4'8"
- 5. Color: Navy Blue
- 6. Optional: Shelter wind flap (Price as option on Bid Proposal Page)

BID PROPOSAL – BID 18-21 (SOCCER/TEAM BENCH & REFEREE SHELTERS, TOURNAMENT SPORTSPLEX)

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 respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection. It is agreed by the undersigned bidder that the signing and delivery of the bid represents the bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by Authority, will represent the agreement between the parties. The Proposer, in submitting this bid, guarantees the following pricing for ninety (90) days unless an extension of time agreement is reached between the Proposer and the Authority:

In making this offer, the undersigned, agrees to provide all materials, transportation, and services necessary to provide team bench and referee shelters as specified in this bid document. By submitting this proposal, the supplier represents that he has read the Invitation to Bid #18-21 and is fully familiar with the required specifications.

BIDDER/COMPANY NAME:	

DESCRIPTION	QUANTITY	UNIT COST	FREIGHT	EXTENDED COST
Soccer/Team Bench Shelters (Royal Blue) Jaypro Item #SCSHLT-X or Approved Equal	30	\$	\$	\$
Optional Shelter Wind Flaps	30	\$	\$	\$
Referee/Scorekeeper Shelters (Navy Blue) Jaypro Item #RSHLT-X or Approved Equal	15	\$	\$	\$
Optional Shelter Wind Flaps	15	\$	\$	\$

GRAND TOTAL: \$

Provide Specifications for all items bidden.

GUARANTEE OF BID PROPOSAL

Name of Firm:			
StreetAddress:			
Mailing	ity	State	Zip
Phone #:		Fax #:	
E-Mail Address:			
Business is licensed (unless exemptof Florida: Yes No If	• • • • • • • • • • • • • • • • • • • •	, permitted and certified t	
State of Florida Corporation ID # (From Secretary of S	tate):	
Federal Employer Identification N	umber (FEIN):		
IN WITNESS WHEREOF, this	Bid Proposal is her	eby signed and sealed as	s of the date indicated.
Witness	(Auth	orized Signature in Ink)	
Witness	(Prin	ted Name of Above Signer	r)
Corporate Seal (Where appropriate)	(Prin	ted 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 ADDENDA (If applicable)

I,	, on this	, day of	, 20 ł	nereby
acknowledge receipt of any and all Ads Soccer/Team Bench & Referee S			nis Bid #18-21 for	
	Addenda Numbers R	deceived:		
		_		
		-		
		_		
AUTHORIZED SIGNATURE:				-
PRINTED NAME OF ABOVE:				-
TITLE OF ABOVE:				-
COMPANY NAME:				

(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF		
COUNTY OF	SS	
·	 ,	
On this	day of	, 20, before me, the undersigned authority,
personally appeared		, to me known to be the individual described in of
and who executed the forego	oing instrument as _	ot
the powers conferred upon sa	id officer by the corpo	of and who severally and duly acknowledged the execution of such behalf of and as the act and deed of said corporation, pursuant to pration's Board of Directors or other appropriate authority of said eral matters in said foregoing instrument, certified the same to be
WITNESS my hand	and official seal the d	ate aforesaid.
	(Sign	nature of Notary Public)
	(Prir	nt, Type, or Stamp Commissioned Name of Notary Public)
Type of identification produce	ed	(NOTARY'S SEAL)
(ACKNOWLI	EDGMENT OF BID	DER, IF A PARTNERSHIP OR INDIVIDUAL)
STATE OF)	
	SS	
COUNTY OF)	
On this	J £	, 20, before me, the undersigned authority,
norsonally appeared	uay or	to maknown to be the individual described in
and who executed the foregoi	no instrument as a me	, to the known to be the marvidual described in
applicable) and acknowledged the uses and purposes therein	the execution of sar expressed.	to me known to be the individual described in ember of the firm of
WITNESS my hand	and official seal the d	ate aforesaid.
	(Sign	nature of Notary Public)
	(Prir	nt, Type, or Stamp Commissioned Name of Notary Public)
		, _yr-, zamip zaminosiones rame or riomiy radito)
Personally known or pr	roduct identification	
Type of identification produce	ed	(NOTARY'S SEAL)

ACKNOWLEDGMENT OF PRINCIPAL, IF CORPORATION

(STATE OF FLORIDA)		
(COUNTY OF)		
(CITY OF)		
The foregoing instrument was acknowledged before	are me this day of	_, 20,
by	of	
by c (Name and Title of Officer)	(Name of Principal)	
(State of Corporation)	corporation, on behalf of said corporation.	He/She is
personally known to me or has produced	as ider	ntification.
personally known to me or has produced	(Type of Identification)	
He/She warrants that he/she is authorized by the foregoing instrument.	Board of Directors of said corporation to e	xecute the
NOTARY PUBLIC:		
Sign:		
Print/Type:		
SEAL		

LEGAL STATUS OF BIDDER

This Proposa	al is submitted in the nam	e of:	
(Print)			
communicati	gned hereby designated ions may be served or ma	iled:	ss address to which all notices, directions or other
			Zip Code
The undersig	gned hereby declares that	he/she has legal status	s checked below:
()) INDIVIDUAL		
()) INDIVIDUAL DOI	NG BUSINESS UND	DER AN ASSUMED NAME
()) CO-PARTNERSHI	P	
	The Assumed Name		p is registered in the County of
()		NCORPORATED UN The Corp	IDER THE LAW OF THE STATE OF coration is:
()) LICENSED TO DO	BUSINESS IN FLO	RIDA
()	NOT NOW LICEN	SED TO DO BUSINI	ESS IN FLORIDA
The name, ti	tles, and home address of	all persons who are o	fficers or Partners in the organization are as follows:
NAME AND	TITLE		HOME ADDRESS
Signed and S	Sealed this	_day of	, 2019
		By:	
		Printed Name:	
		Title:	

BIDDER REFERENCE/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:			
<u></u>			
OWNER REPRESENTATIVE:	Name:		
	Title:		
	Phone:		

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

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

This sworn statement is submitted to
(Print name of the public entity)
by
(Print individual's name and title)
for_
(Print name of entity submitting sworn statement)
whose business address is
and (if applicable) its Federal Employer Identification Number (FEIN) is:
(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn
statement:

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Neither the entity submitting this sworn statem shareholders, employees, members, or agents who a entity has been charged with and convicted of a pub	re active in the management	of the entity, nor any	
The entity submitting this sworn statement, or shareholders, employees, members, or agents who a entity has been charged with and convicted of a public	one or more of its office are active in the managemen	rs, directors, executi	
The entity submitting this sworn statement, or shareholders, employees, members, or agents who a entity has been charged with and convicted of a public been a subsequent proceeding before a Hearing Officer of and the Final Order entered by the Hearing Officer of submitting this sworn statement on the convicted ventage of the Interest of the Interes	are active in the management ic entity crime subsequent to cer of the State of Florida, I etermined that it was not in the dor list. (Attach a copy of the RM TO THE CONTRACTION IS FOR THAT PUBLIC EXECALENDAR YEAR IN THE PUBLIC ENTITY IN THE PUBLIC ENTITY IN TROVIDED IN SECTION	t of the entity or an a July 1, 1989. Howe Division of Administrate the public interest to pe final order). NG OFFICER FOR TAILTY ONLY AND, WHICH IT IS FILE PRIOR TO ENTERIN 287.017, FLORIDA	affiliate of the ever, there has ative Hearings lace the entity THE PUBLIC THAT THIS ED. I ALSO NG INTO A
	(Signat	ure)	
Sworn to and subscribed before me this	day of	, 20	
Personally known OR pro	oduced identification		
Type of Identification and Number			
Notary Public - State of	County of		
My commission expires			
y			

NOTARY SEAL:

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					
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:					
agents	The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and s 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, er-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, other, stepsister, half-brother, half-sister, grandparent, or grandchild.					
6. this sv	Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting worn statement. [Please indicate which statement applies.					
emplo	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 byee.					
relatio	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 onships with a TSA Commissioner or TSA employee:					

Name of Affiliate or entity	Name of TSA Commission or employee	oner		Relationship	
			(Signature)		
			(Date)		
STATE OF					
COUNTY OF					
The foregoing instrument was ack	nowledged before me this _		_ Day of	, 20	, by
			, who is	personally kno	wn to me or
who has produced		_as iden	tification.		
		NOTA	RY PUBLIC:		
		SIGN:_			
		PRINT: Notary	Public, State at lar My Commission		
		(SEAL))		

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

- 1. This statement is submitted with <u>Invitation to Bid #18-21, Soccer/Team Bench and Referee Shelters, Tournament SportsPlex.</u>
- 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 is has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
 - a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for specifying the actions that will be taken against employees for violations of such prohibition.
 - b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (A).
 - d. In the statement specified in subsection (A), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
 - e. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
 - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

BIDDER/PROPOSER SIGNATURE:	DATE:

STATEMENT OF NO BID

$TAMPA\ SPORTS\ AUTHORITY-PROCUREMENT\ DEPARTMENT$

4201 North Dale Mabry, Tampa, FL 33607

Bid Number: <u>18-21</u>

Title: Soccer/Team Bench and Referee Shelters, Tournament SportsPlex

IMPORTANT NOTICE TO VENDORS: If you do not intend to submit a bid/proposal and wish to continue to receive notice of Tampa Sports Authority procurements, please return this "Statement of No Bid" via fax, email or U.S. Mail on the day of or prior to the bid opening.

Email th	nis form to: djones	bid/proposal, please indicate the reason below and either @tampasportsauthority.com OR					
	form to: 813-350-						
Mail thi	s for to the address	above.					
	We do not offer th	is product/service or an equivalent					
	Our schedule wou	ld not permit us to perform					
	Insufficient time to	o respond to solicitation					
	Unable to meet specifications						
	Specifications not clear						
	Unable to meet bond and/or insurance requirements						
Specifications "too tight"/restrictive (i.e. geared to a specific brand or manufacturer)							
	Sub-Contractor (submitted bid to General Contractor)						
	Other (please explain below):						
REMAI	RKS:						
	erstand that if the " for the Tampa Spor	No Bid" letter is not executed and returned, our name may be deleted from the list of qualified tts Authority.					
SIGNATURE:		DATE:					
NAME (PRINTED):							
COMPA	NY:						
ADDRE	SS:						
FEDER A	AL TAX ID#:						
PHONE NUMBER:		EMAIL:					

BID CHECKLIST – BID 18-21

(Not a mandatory form)

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged. General Terms and Provisions Acknowledgment "Proposer's Signature" – Page 14 Bid Proposal – Page 19 Guarantee of Bid Proposal – Page 20 Acknowledgment of Addenda (If applicable) – Page 21 Acknowledgment of Bidder (If a Corporation, Partnership or Individual) – Page 22 Acknowledgment of Principal, If Corporation – Page 23 Legal Status of Bidder – Page 24 Bidder Reference/Qualification Form – Page 25 Sworn Statement – Public Entity Crimes – Page 26-27 Sworn Statement – Disclosure of Relationships – Page 28-29 Drug-Free Workplace Acknowledgment – Page 30 Statement of No Bid (Complete this form only if not submitting a bid) – Page 31 Bid Checklist (Not a mandatory form) – Page 32

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

Date