



4201 N. DALE MABRY HIGHWAY
TAMPA, FLORIDA 33607

BID #09-12

PURCHASE OF STEEL BARRICADES

BID DUE DATE: THURSDAY, JUNE 25, 2009 AT 10:00 A.M.

**DELTECIA JONES
PURCHASING DEPARTMENT
813 350-6500 Ext. 6511**

JUNE 8, 2009

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INVITATION TO BID

BID #09-12

SPECIFICATION FOR: Purchase of Steel Barricades for Raymond James Stadium

BIDS TO BE OPENED: Thursday, June 25, 2009 @ 10:00 a.m.

PLACE OF BID OPENING: Tampa Sports Authority Office

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. **WITHDRAWAL OF BID:** 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.

4. **REJECTION OF BID:** The Tampa Sports Authority reserves the right to reject any and all bids received by reason of this request.

5. **INCONSISTENCIES ON CONDITIONS:** 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:** 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.

7. **LOWEST RESPONSIVE AND RESPONSIBLE BIDDER:** All bids will be awarded to the lowest responsive and responsible bidder. 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.

8. **DISQUALIFICATION OF BIDDERS:** 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.
- (e) Omission of proposal guarantee.
- (f) Unauthorized alteration of bid form. Authority reserves the right to waive any minor informality or irregularity.

9. **BRAND NAMES "OR EQUAL":** 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.

10. **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.

11. **TAXES:** All bids submitted must show the net bid price after any and all discounts allowable have been deducted. State Sales Tax shall not be included as Authority is tax exempt. The Authority will sign Exemption Certificates submitted by the successful bidder.

12. **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.

13. **MINORITY BUSINESS CLAUSE:** Minority business enterprise will be afforded full opportunity to submit bids in response to this Invitation and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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:

- 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.
19. **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.
20. **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.
21. **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".
22. **CONVICTED VENDOR LIST:** 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.
23. **PARTIAL BID:** Bidders may submit partial bids for one or more items. Tampa Sports Authority reserves the right to award to multiple vendors.
24. **OTHER AGENCIES:** All Bidders awarded contracts from this Bid/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.

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

Vendor's Signature

INSTRUCTION TO BIDDERS

1. Each bidder shall present a sealed opaque envelope, identified with the project name and contractor's name.
2. 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.
3. 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.

SPECIFICATIONS

I. PURPOSE

- A. The purpose of this specification is to describe the requirements of Tampa Sports Authority for the purchase of steel barricades for crowd control at Raymond James Stadium during events.

II. SCOPE

- A. The scope of this ITB shall be to furnish galvanized steel barricades, 8 foot, flat base with rubber pads, inter-locking; and galvanized steel barricades, 8 foot, bridged base with rubber pads, inter-locking to Tampa Sports Authority for use as a crowd control method.

BID PROPOSAL

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.

BID #09-12: PURCHASE OF STEEL BARRICADES

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED COST
314 Each	Barricades, Galvanized Steel 8 Foot, Flat Base with Rubber Pads (Inter-locking)	\$ _____	\$ _____
184 Each	Barricades, Galvanized Steel 8 Foot, Bridged Base with Rubber Pads (Inter-locking)	\$ _____	\$ _____
1 Each	Freight In	\$ _____	\$ _____
Total Cost:			\$ _____

COMPANY INFORMATION

Name of Firm: _____

Street Address: _____

Mailing Address: _____
City State Zip

Phone #: _____

Fax #: _____

Type of Organization: Individual Small Business Non-Profit
 Partnership Corporation Joint Venture

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

State of Florida Corporation ID # (From Secretary of State): _____

State of Florida Fictitious Name Registration # (From Secretary of State): _____

Federal ID #: _____

Signed (in ink): _____
Members of Firm or Person Authorized to Sign Bid

Typed or Printed Name and Title of above Signature

CUSTOMER REFERENCES

Firm: _____
Name: _____
Address: _____
City, St, Zip: _____
Contact: _____
Phone #: _____ Fax #: _____
Yrs. With Firm: _____

Firm: _____
Name: _____
Address: _____
City, St, Zip: _____
Contact: _____
Phone #: _____ Fax #: _____
Yrs. With Firm: _____

Firm: _____
Name: _____
Address: _____
City, St, Zip: _____
Contact: _____
Phone #: _____ Fax #: _____
Yrs. With Firm: _____

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 #09-12, Purchase of Steel Barricades For Use at Raymond James Stadium / Tampa Sports Authority for the following reasons:

- _____ Specifications to "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: _____