

**TAMPA SPORTS AUTHORITY**  
**T8 LAMPS AND ELECTRONIC BALLASTS**  
**TAMPA, FLORIDA**

**TECHNICAL SPECIFICATIONS**



**JULY 2010**

**BID #10-16**



**RAYMOND JAMES STADIUM**  
**T8 LAMPS AND ELECTRONIC BALLASTS**  
**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 read publically.

Sealed bids are invited for the following:

### BID #10-16

#### **PURCHASE AND INSTALLATION FOR T8 LAMPS AND ELECTRONIC BALLASTS AT RAYMOND JAMES STADIUM**

**MANTATORY PREBID  
TSA BOARD ROOM**

**August 11, 2010 11:00 AM**

**BID OPENING DATE:  
TSA BOARD ROOM**

**August 18, 2010 11:00 AM**

**Bid packages will be available for pickup at the Tampa Sports Authority office after 9:00 AM on July 28, 2010.** Further details and specifications may be obtained from the office of the Tampa Sports Authority, Purchasing Department, (813) 350-6500 Extension 6511.

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 23rd Day of **July 2010**.



## 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 publically on **Wednesday, August 18, 2010 at 11:00 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 T8 LAMPS AND ELECTRONIC BALLASTS**" with the name of the Bidder and his Florida Contractor's Registration Number (if applicable) 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 Pre Bid Conference will be held August 11 at 11:00 AM. Questions regarding the product should be submitted in writing no later than 3:00 PM, August 13, 2010 and will be answered in writing no later than August 16, 2010.

### A-2. BIDDING DOCUMENTS:

- A. Bidding Documents may include any or all of the following: 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 Document or Purchase Order and are binding on the Successful Bidder upon award.

- 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 (NOT APPLICABLE FOR BIDS FOR MATERIAL ONLY):

- 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.

- 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 or Purchase Order 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.

A-6. BID SECURITY: PLEASE NOTE BID SECURITY DOES NOT APPLY TO THIS BID

- 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 or Purchase Order. If no Contract or Purchase Order 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 3:00 PM **August 13, 2010** 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 813-350-6649**  
**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 Bid Proposal of all Addenda.

A-10. 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 or otherwise described in writing.

A-11. LOCATION OF WORK:

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

A-12. 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. When there is no formal executed contract document, the Purchase Order shall be considered the contract and shall abide by all requirement listed in the Purchase Order.
- 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-13. TAXES

All applicable Federal, State and Local Taxes, unless otherwise instructed by Owner, shall be excluded from the Bidder's Proposal. OWNER may provide CONTRACTOR with Tax Exempt Certification number so that CONTRACTOR may purchase OWNER designated items tax free.

A-14. 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.(Bid Bond)
- (g) Unauthorized alteration of bid form. Authority reserves the right to waive any minor informality or irregularity.

A-15. 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.

A-16. 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 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 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-17. 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-18. 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-19. 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-20. 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-21. 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-22. 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-23. 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 - 24 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- 25 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- 26 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- 27 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- 28 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- 29 DAMAGE:

In the event any materials, equipment or other property of the Authority shall be damaged 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- 30 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**  
**T8 LAMPS AND ELECTRONIC BALLASTS**  
**TAMPA, FLORIDA**

**BID FORM**

This bid shall be priced according to the specifications including descriptions contained in the Item Description sheets included in this Bid Form. 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 shall be based upon the items and quantities outlined in the Specification Sheet S-1 titled **T8 LAMPS AND ELECTRONIC BALLASTS**

Project: RAYMOND JAMES STADIUM  
**Bid#10-16 T8 LAMPS AND ELECTRONIC BALLASTS**  
TAMPA SPORTS AUTHORITY

The undersigned has examined all Contract Documents, and the site for the above project and agrees to furnish and pay for all labor, materials, equipment, plant, appurtances, services, taxes unless declared exempt by the Contract Documents and utilities required to complete this project according to all the requirements of the Contract Documents, 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 priced for forty-five (45) days:

<b>TOTAL BASE PROJECT BID:</b>	
_____ Dollars	\$ _____
Price in words	Price in Figures
<b>TOTAL ADD ALTERNATE#1 BID:</b>	
_____ Dollars	\$ _____
Price in words	Price in Figures
<b>UNIT PRICE per 4' 32watt T8 FLUORESCENT LAMP</b>	
_____ Dollars	\$ _____
Price in words	Price in Figures
<b>UNIT PRICE per 4' 28watt T8 FLUORESCENT LAMP (ADD ALTERNATE #1)</b>	
_____ Dollars	\$ _____
Price in words	Price in Figures
<b>UNIT PRICE per 32 watt U FLUORESCENT SHAPED LAMP</b>	
_____ Dollars	\$ _____
Price in words	Price in Figures
<b>UNIT PRICE per INSTANT START ELECTRONIC BALLAST</b>	
_____ Dollars	\$ _____
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: \_\_\_\_\_







## 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



**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 #10-16, T8 LAMPS AND ELECTRONIC BALLASTS, 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: \_\_\_\_\_



**PART III**  
**SPECIFICATIONS**



T8 LAMPS AND ELECTRONIC BALLASTS  
Technical Specifications

- 1.1 Contractor shall supply the types and quantities of the material items listed below. This bid is for material only and **does not include any labor for installation.**
- 1.2 Contractor shall delivery material to the Owner facility at Raymond James Stadium in original packing. Material shall be delivered to the dock for further handing by Owner. Prior to shipping, Owner shall be notified of delivery date and time a minimum of 24 hours ahead.
- 1.3 Material shall comply with the following specifications and quantities.
- 1.3.1 5700 4'-0" T8 fluorescent 32 watt lamps equal to GE model number F32T8/SP41/ECO. This item shall be priced in the Base Bid.
- 1.3.2 In lieu of the above item described in paragraph 1.3.1, provide 5700 4'-0" T8 fluorescent 28 watt lamps equal to GE F28T8/XLSPX41/ECO as a basis for substitution in Add Alternate #1.
- 1.3.3 90 U bend 6inch gap 32 watt fluorescent lamps equal to GE F32T8/SPX41/U/6.
- 1.3.4 2100 instant start electronic ballasts equal to GE GE-232-MV-L.
- 1.4 Lamps and ballasts provided in bid shall be by the same manufacturer and therefore shall be provided with a 5 year warranty.
- 1.5 Owner reserves right to request references as part of the bid approval.
- 1.6 Owner reserves right to negotiate revised quantities of instant start ballasts substituting an equal quantity of rapid start ballasts such that the total combination of electronic ballasts purchased equals 2100.at the same bid price for a period of 12 months after delivery or as may otherwise be mutually agreed to in writing.
- 1.7 Prior to ordering and shipping ballasts bidder shall meet with owner to determine if the owner chooses to exercise the option in paragraph 1.6. Owner will not be responsible for payment for any ballasts shipped without prior confirmation of the status of this option.
- 1.8 Bid will be awarded based on the lowest of the cumulative total of base bid plus add alternate #1 The unit price provided for the rapid start ballast will not factor in to the bid evaluation and the owner's right to exercise the option of purchasing a combination of rapid and instant start ballasts is at his sole discretion.
- 1.9 Owner reserves right to purchase additional quantities of all items bid at the same bid price for a period of 12 months after the bid date or as may otherwise be mutually agreed to in writing.

END OF SPECIFICATIONS

