



**4201 N. DALE MABRY HIGHWAY
TAMPA, FLORIDA 33607**

RE-BID #11-08

SOFTWARE, NEW ACCOUNTING SYSTEM

FOR

TAMPA SPORTS AUTHORITY

BID DUE DATE: THURSDAY, AUGUST 25, 2011 @ 10:00 A.M.

**DELTECIA JONES
SR. PROCUREMENT ANALYST
813-350-6511**

JULY 27, 2011

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SPECIFICATION FOR: Software, New Accounting System
BID DUE DATE: Thursday, August 25, 2011 *not later than* 10:00 a.m.
PLACE OF BID OPENING: Tampa Sports Authority Office - Boardroom

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. MODIFICATION OR 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 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Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with the Information/Instruction for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. 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. QUESTIONS, 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. All questions concerning this project shall be submitted on or before **3:00 p.m., Thursday, August 18, 2011**, 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) 350-6611 or (813) 673-4308 OR;
Email: djones@tampasportsauthority.com
- D. 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.
- E. 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 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 or 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 was 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. 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.

9. 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.

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. EEOC/WMBE/DM/DWBE/SBE:

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 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 below:

- 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.

18. 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.

19. FEES, 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.

20. 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.

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 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.

22. PARTIAL BID:

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

23. OTHER AGENCIES:

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

It is understood that at no time will any city, county, municipality or other agency be obligated for placing an order for any other city, county, municipality or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

24. BID SECURITY (If Applicable):

- A. Each bid must be accompanied by (1) cash, (2) a Cashier's or Certified Check of the Bidder, made payable to the Authority, or (3) a bidder's bond on the Bid Bond Form provided herein (if applicable) in an amount not less than 5% of his/her 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 Authority.
- 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 Authority. 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 Authority and the successful Bidder have executed the Contract. If no Contract has been awarded or the bidder has not been notified of the acceptance of his/her 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 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.

25. LIQUIDATED DAMAGES:

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

26. SECURITY FOR FAITHFUL PERFORMANCE (If Applicable):

The Successful bidder shall furnish and record in the official records of the County where the project is located a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of the Contract and also a Payment Bond in an amount not less than one hundred percent (100%) of the Contract Sum, as security for the payment of all persons performing labor and/or furnishing materials under this Contract. Both the Performance and Payment Bond shall be in the forms set forth in the Contract Documents (if applicable) and shall be written by sureties which are licensed to do business in the State of Florida, which are currently on the approved U.S. Treasury List of Sureties, which maintain an A- rating with Best Insurance Guide, and are otherwise acceptable to the Authority. The Performance and Payment Bond shall be in separate instruments and shall be delivered to the Authority not later than the date of execution of the Contract. No work or mobilization may proceed until both bonds are executed

and delivered to the Authority.

27. CONTRACT TERMS:

This contract shall be for a one time purchase agreement with annual maintenance fees, as/if applicable.

28. CONTRACT TERMINATION:

The contract may be terminated at any time by either Authority or Contractor by giving written notice thirty (30) days prior to the desired termination date with written notice directed to the Purchasing Department of Tampa Sports Authority.

29. DUE DILIGENCE:

Due care and diligence has 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 effect 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.

30. 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).

31. ATTORNEY'S FEES:

In the event either party employs an attorney to enforce any of the conditions of this agreement or to enforce any covenants hereunder or to enforce any of the rights, remedies, privileges, or options at law or in equity; the prevailing party shall be entitled to reimbursement from the non-prevailing party of all legal costs and expenses incurred or paid by the prevailing part in so doing, including without limitation, all attorney and paralegal fees and costs if the matter is settled by legal action at the trial court level and at any and all appellate court levels in all matters of collection, enforcement, construction, and interpretation, as well as appearances in and connected with any bankruptcy proceedings or creditors' reorganization or similar proceedings.

32. 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.

33. 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.

34. 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:

Deltecia Jones, Purchasing Department
4201 N. Dale Mabry Highway
Tampa, FL 33607
813-350-6611 (Fax); email: 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.

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

Vendor's Signature

INFORMATION/INSTRUCTION TO BIDDERS

1. SUBMISSION OF BIDS AND BID OPENING:

- A. Bids will be received by the Tampa Sports Authority and will be opened and read aloud on **Thursday, August 25, 2011 at 10:00 a.m.** at the Tampa Sports Authority offices. Bidders, or their representatives, and other interested persons may be present at the opening of proposals.
- B. Bidders shall present a sealed opaque 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, Purchasing Dept.
4201 N. Dale Mabry Highway
Tampa, FL 33607**

- 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 the Authority. No other will be accepted. All prices shall be 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 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.
- G. The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bid. Bid time will be and must be scrupulously observed. Under no circumstances will bids delivered after the time specified be considered. Such bids shall be returned to the vendor unopened with the notation, "THIS BID WAS RECEIVED AFTER THE TIME DESIGNATED FOR THE RECEIPT AND OPENING OF BIDS".
- H. A Mandatory Pre-Bid Conference is scheduled for [ENTER DATE/TIME]. There shall be **no** pre-bid conference held for this Re-Bid #11-08. Please review Section 6C on Page 5 of

this bid document for instructions on questions and addendums.

2. 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 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 prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.

C. Bids shall not contain any conditions, restatement or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

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.

5. INSURANCE REQUIREMENTS:

During the life of this Agreement, the Licensee shall provide, pay for, and maintain with companies satisfactory to the Authority, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. **All Liability Policies shall provide that the Authority, the City of Tampa, and Hillsborough County are additional insureds** but solely in accordance with and subject to the indemnification provisions set forth in paragraph 4 above as to the operations of the Licensee under this Agreement and shall also provide the Severability of Interest Provision. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on forms which are to be approved by Licensor and furnished by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided the Authority if requested on a timely basis.

Thirty (30) days prior written notice by registered or certified mail shall be given the Authority of any cancellation or reduction in the policies' coverage except in the application of the Aggregate Limits Provisions. In the event of a reduction in any Aggregate Limit, the Licensee shall take immediate steps to have it reinstated. If at any time the Authority requests a written statement from the insurance company as to any impairments to the Aggregate Limit, the Licensee shall promptly authorize and have delivered such statement to the Authority. Licensee shall make up any impairment when known to it. The Licensee authorizes the Authority and its Insurance Consultant to confirm all information furnished the Authority, as to its compliance with its insurance carriers. As to the operations of the Licensee, all insurance coverage of the Licensee shall be primary to any insurance of self-insurance program carried by the Authority.

The acceptance of delivery to the Authority of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the Authority that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificate of Insurance are in compliance with the Agreement requirements.

No operations under this Agreement shall commence at the site until the required Certificate of Insurance is received and has been approved by the Authority. Evidence of such insurance approval will be provided to Licensee by the Authority in a Notice to Proceed.

If any General Liability Insurance required herein is to be issued or renewed on a "claims made" form as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

All of the required insurance coverage shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein. Thirty (30) days prior written notice by certified or registered mail shall also be given to:

Mrs. Jeanette Baker
Director of Finance & Administration
Tampa Sports Authority
4201 N. Dale Mabry Hwy.
Tampa, Florida 33607

as to cancellation of any policy and any change that will reduce the insurance coverage required in this Agreement except for the application of the Aggregate Limits Provisions.

Should at any time the Licensee not, in the opinion of the Authority, provide or maintain the insurance coverage required in this Agreement, the Authority may terminate or suspend this Agreement.

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) policies, forms, and endorsements or broader where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the Authority.

INSURANCE COVERAGE AND LIMITS

- A. **Workers' Compensation and Employers' Liability Insurance** shall be maintained in force during the term of this agreement for all employees of Licensee engaged in this Work under this Agreement, in accordance with the laws of the State of Florida. The amount of the Employers' Liability Insurance shall not be less than:

Workers' Compensation	Florida Statutory Requirements
Employers' Liability:	\$100,000 Limit Each Accident
	\$500,000 Limit Disease Aggregate
	\$100,000 Limit Disease Each Employee

- B. **Commercial General Liability Insurance** shall be maintained by the Licensee. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for the Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, and Products & Completed Operations Coverage and shall not exclude coverage for the "X" (explosion), "C" (collapse) and "U" (underground) Property Damage Liability exposures.

Limits of Coverage shall not be less than:

Bodily Injury, Personal Injury, & Property Damage Liability:

\$1,000,000 Combined Single Limit Each Occurrence and Aggregate

\$1,000,000 Each occurrence and Aggregate for Liability under this Specific Agreement. The Aggregate limits shall be separately applicable to this specific event.

Should the Licensee's General Liability Insurance be written or renewed on the Comprehensive General Liability Form, then the limits of coverage required shall not be less than:

Bodily Injury, Personal Injury & Property Damage Liability:

\$1,000,000 Combined Single Limit Each Occurrence

- C. **Automobile Liability Insurance** shall be maintained by the Licensee as to the Ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles to be used for the event with limits of not less than:

Bodily Injury & Property Damage Liability:

\$1,000,000 Combined Single Limit Each Occurrence

SPECIFICATIONS/CLARIFICATIONS
“DESCRIPTION OF CURRENT ACCOUNTING SYSTEM
AT TAMPA SPORTS AUTHORITY”

The Authority’s current accounting system is outline as follows:

The Tampa Sports Authority has approximately \$12m per year in operating revenues from all four companies listed under “Scope of Services”. In addition, public bonded debt payments on outstanding bonds increase the total expenditures to around \$30m annually. This organization would fall in the “small business or government” category.

Current system installed at Tampa Sports Authority is Sage AccPac Pro version 7.5. Modules purchased include General Ledger, Accounts Payable, Accounts Receivable, Inventory, Budget, Project Accounting and Purchasing. The purchasing module under Sage AccPac is not currently used. TSA uses Bellwether PMX Purchasing Management for purchasing functions, but it is not connected to the accounting system.

Entry of sales and cost of goods sold and adjustments to inventory levels is currently made manually.

ADP software is used for producing payroll figures and paying employees. The ADP software is not bridged into the existing software package. Payroll entries are made manually to the general ledger for each company for each payroll cycle.

Annual budgets for the four companies comprising the Tampa Sports Authority are manually entered in an excel spreadsheet and then uploaded into the AccPac system by company.

Excel add-in, F9 is used to provide financial reporting for all four companies. Objective of seeking new accounting software is to provide an integrated system solution that minimizes the number of entries made manually. In addition, the financial and ad hoc reporting capability needs to be improved so that financial reports can be constructed and produced more easily. The F9 reporting software, while workable, is cumbersome and often causes individual computers to freeze and lose changes or entries being made to a report.

Current system allows three concurrent users. New system will require four to five concurrent users.

SPECIFICATIONS AND SCOPE OF SERVICES
“DESCRIPTION OF “NEW” ACCOUNTING SYSTEM
SOFTWARE REQUIREMENTS FOR TAMPA SPORTS AUTHORITY”

System requirements include but are not limited to:

1. System must be an integrated solution, easy to use, customizable and able to support growth. Financial reports must be constructed and produced easily.
2. System must include the following modules:
 - Report Generator
 - Accounts Payable
 - Purchase Requisition\Order
 - Accounts Receivable
 - Inventory
 - General Ledger
 - Budgeting
 - POS Interface
 - Payroll Interface
 - Project Estimating
 - Fixed Assets
3. System must be able to be set up to run separate accounting operations and produce separate records and statements for four separate companies:
 - A. TSA Stadium
 - B. Babe Zaharias Golf Course
 - C. Rocky Point Golf Course
 - D. Rogers Park Golf Course

4. System must use Microsoft Frx/Forecaster or similar financial report generator.
 - A. Must be capable of accessing information and producing ad hoc reports by Vendor, Dates(s), Overdue Pos, Blanket Pos, PO Numbers, RFQ Reports, Receiving, Closed/Open PO Reports, Income and Budget reports.
 - B. Existing Excel add-in F9 based financial statements must be converted to the FrX/Forecaster format including balance sheets, income statements and statements of cash flows for each company.
5. Must have Accounts Payable module.
6. Purchase Order must have:
 - A. PO module which integrates with Accounts payable, Accounts Receivable and General Ledger. Must have the ability to accept the current Vendor number list from the existing Bellwether PMX purchase requisition\order software. Additionally, the system must be able to integrate the existing AP Vendor information with the imported PMX to establish a common vendor list.
 - B. Ability to report vendors by Majority \ Minority ethnic class for
 - 1) Majority
 - 2) Female
 - 3) African American
 - 4) Asian American
 - 5) American Indian
 - 6) Hispanic
 - 7) Service/Disabled Veteran
 - 8) Other
 - C. Vendor Sub-module must have the following capabilities:
 1. Area to enter vendor Federal ID, OCL and DUNS numbers
 2. Individual vendor records must have a vendor contact line, name, address field, a vendor service code or commodity code field and note section
 3. Display a system generated requisition number
 4. A payment drop down menu for payment terms which feeds to the PO issued along with...
 5. The ability to tie the items to be purchased (set up the liability\encumber the funds)

when the PO is issued

6. Identify who ordered the item and who approved the order (an established approval process that can be documented)
 - D. Ability to generate a request for quotations (PR)/ purchase order (PO) and send them to multiple vendors via email/fax or pdf.
 - E. System must allow for input showing when items ordered via PO are received.
 - F. System must allow items purchased to be shipped to different location than site from which purchased (Ship to field)
 - G. Ability to issue Blanket Purchase Orders.
 - H. Ability to generate purchase order reports by selecting the fields to be reported on.
 - I. Ability to set up multiple companies or company locations for TSA and its 3 Golf Course facilities.
 - J. Ability to tie each vendor to all “commodity, good and /or service codes” that apply to their companies.
 - K. Ability to print vendor labels (option)
 - L. Special Test Codes (template - rules out repetitive typing and insertions).
7. Accounts Receivable module
8. General Ledger module with sufficient digits to support growth and no less than current system.
9. Budgeting Module must have the ability to upload annual budgets from an excel format.
10. Ability to accept Daily reports for cash receipts and sales reports/changes to inventory levels from “EZ Links” Point of Sale system. These reports will need to be either uploaded to the new system to a “waiting for approval” location or converted to an excel format, approved by Accounting staff and then, following approval process, uploaded into accounting system.
11. Ability to interface with ADP payroll processing software to upload detail (by employee payroll information into the General Ledger module and ability to upload HR information.
12. Project Estimating module must:
 - A Allow a project to be set up in the month the project / event occurs, while minimizing amount of adjustments needed to the General Ledger module. The current process is as follows:

1. Detail level of the estimate is taken to the General Ledger account level. This event project estimate needs to flow through to the General Ledger to be reported as income and expense in the month the event occurs. Revenue is set up as a receivable and expense is set up as a payable. As the actual revenues are received, the receivable is decreased/increased in the months the adjustments are made. As actual expenses are known, the payables are decreased/increased in the months the adjustments is made. In the month the event project estimate is finalized and closed, the final adjustments show up in the month the project is closed.
13. System must allow for import of five fiscal years of transaction level data
14. System must have a capital item inventory capability that calculates straight line depreciation expense.
15. System Vendor must have the ability to write subroutines\program to extract\convert data from PMX, EZ Links and ADP, if export function is not available.
16. System Vendor must provide TSA's staff with hands-on training using converted data set in Demo Company; staff must be scheduled for formal class training time in their respective areas.
17. System Vendor must install accounting software on server(s) provided by TSA, configure and test system performance for proper operation. Vendor shall train TSA's IT support contractor on installation and configuration of client software and web portal access.
18. System Vendor must complete project within six months of receiving bid award.

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.

Base Bid items are to include all completed work as described in the specifications/scope of work.

Project: Software, New Accounting System for Tampa Sports Authority
Re-Bid #: 11-08

The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this bid, guarantees the following pricing for forty-five (45) days unless an extension of time agreement is reached between the Proposer and the Authority:

BASE BID:	
_____ Dollars \$ _____	
Price in words	Price in figures

GUARANTEE OF BID PROPOSAL

Name of Firm: _____

Street Address: _____

Mailing Address: _____
City State Zip

Phone #: _____ Fax #: _____

E-Mail Address: _____

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): _____

Federal Employer Identification Number (FEIN): _____

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

Witness

(Authorized Signature in Ink)

(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed 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____ hereby
acknowledge receipt of any and all Addenda Notices hereby issued in regards to this Bid #11-08 for
Software, New Accounting System for TSA

Addenda Numbers Received:

AUTHORIZED SIGNATURE: _____

SIGNATORY'S NAME: _____

SIGNATORY'S TITLE: _____

COMPANY/OFFEROR: _____

(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as _____ of _____, a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ **(NOTARY'S SEAL)**

LEGAL STATUS OF BIDDER

This Proposal is submitted in the name of:

(Print) _____

The undersigned hereby designated 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/she 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 _____, 20 _____

By: _____

Printed Name: _____

Title: _____

BIDDER QUALIFICATION FORM

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

References will be contacted and the information supplied will be considered in the award of this contract.

BIDDER NAME: _____

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

LOCATION: _____

(OWNER REPRESENTATIVE NAME) (TITLE)

(PHONE)

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

LOCATION: _____

(OWNER REPRESENTATIVE NAME) (TITLE)

(PHONE)

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

LOCATION: _____

(OWNER REPRESENTATIVE NAME) (TITLE)

(PHONE)

STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please return this form immediately to:

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

We, the undersigned, have declined to bid on your bid # _____ for _____
for Tampa Sports Authority and/or Raymond James Stadium due to 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.
- _____ 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 Tampa Sports Authority.

COMPANY NAME: _____

SIGNATURE: _____

PRINTED NAME: _____

PHONE NUMBER: _____ DATE: _____

BID CHECKLIST

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 “Vendor’s Signature” (Page 13).
- Reading and inclusion of Certificate of Insurance (if applicable) (Page 16).
- Bid Proposal & Guarantee of Bid Proposal (Page 24-25)
- Acknowledgment of Addenda (If applicable)
- Acknowledgment of Bidder
- Bid Bond (If applicable)
- Performance and Payment Bond (If applicable)
- Legal Status of Bidder
- Bidder Qualification Form
- Statement of No Bid (Complete this form only if not submitting a bid)

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

Date