



4201 N. DALE MABRY HIGHWAY
TAMPA, FLORIDA 33607

BID #23-06 – GLASS RAILING REPLACEMENT PROJECT,
RAYMOND JAMES STADIUM

MANDATORY PRE-BID CONFERENCE:
(In person and/or via Tele-Conference/Teams)

DATE: THURSDAY, JANUARY 18, 2024 AT 10AM

BID DUE DATE:

THURSDAY, FEBRUARY 1, 2024
(Not Later Than 10:00 am)

DECEMBER 2023

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BID 23-06

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SPECIFICATION FOR: Glass Railing Replacement Project, Raymond James Stadium

MANDATORY PRE-BID CONFERENCE: Thursday, January 18, 2024
(in person or via Tele-Conference/Teams)

BID DUE DATE: Thursday, February 1, 2024 not later than 10:00am

PLACE OF BID OPENING: Tampa Sports Authority Office (Entrance B/C of Himes Avenue)
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GENERAL TERMS, CONDITIONS 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 be 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 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.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. The Authority reserves the right to waive any minor informality or irregularity.
- (H) Failure to sign and return any addenda.
- (I) Bids may be rejected unless the Authority approves the delivery method.
- (J) A final decision to award cannot be made by the Authority due to unseen/unknown circumstances.

5. INCONSISTENCIES ON CONDITIONS:

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

6. ADDENDA AND INTERPRETATIONS:

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

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

7. AWARD OF CONTRACT:

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

- A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid 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 fulfil the contract or provide the service required.
 - 2. Whether the Bidder can fulfil 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 the Authority on previous contracts with Bidder.
 - b. The Bidder's compliance record with contract general conditions on other projects.
 - c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects.
 - d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects.
 - e. The Bidder's demonstrated cooperation with the Authority and/or other contractors on previous contracts.
 - f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.
5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services.
6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
7. The quality, availability and adaptability of the goods or services to the particular use required.
8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.
9. Whether the Bidder is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.
10. Such other information as may be security by the Authority having bearing on the decision to award the contract, to include, but not limited to:
 - a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.

- b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.
- c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.
- d. Whether Bidder's contract on other projects has ever been terminated.
- e. 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 the responsibility of the Bidder.
- f. 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 the bidder to show that the alternative product is, in fact, equal to the product required in the specifications.

9. DISCOUNTS:

Discounts for the 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/S-DV/LGBTQ+:

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/S-DV/LGBTQIA2+ businesses will be afforded full opportunity to submit bids in response to this Bid and will not be discriminated against on the grounds of race, color, creed, sex, or natural origin in consideration for an award.

13. ASSIGNMENT OF CONTRACTUAL RIGHTS:

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

14. TIMELY DELIVERY:

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

15. DEFAULT OF CONTRACT:

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

16. ACCEPTANCE OF MATERIAL:

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

17. IDENTICAL TIE BIDS/PROPOSALS:

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

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

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

The Authority reserves the right to reject all proposals and issue a rebid if it is deemed to be in the best interest of the Authority.

18. DAMAGE:

Precautions should be taken to prevent damage to all property. In the event that 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. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

19. EMPLOYEE CONFLICT:

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

20. CONVICTED VENDOR LIST:

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

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

21. PARTIAL/DUAL BID SUBMITTALS:

If approved by the Authority prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. Tampa Sports Authority reserves the right to make an award to one (1) or multiple vendors. The Authority is not obligated to purchase all items listed on the bid proposal form and may elect to purchase certain "portions" of a submittal instead.

22. OTHER AGENCIES:

Although the Authority and Raymond James Stadium have been identified as to the recipient of the services to be provided by the Contractor, the services, prices, terms, and conditions specified in this Contract shall be available to any other Authority property upon request. Such properties include the Hillsborough County Tournament Sports Plex, Babe Zaharias Golf Course, Rogers Park Golf Course, and Rocky Point Golf Course. All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties. (see attached GPC List) It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

23. USE OF STATE CONTRACT, GPC, OR COOPERATIVE PURCHASING BIDS/AGREEMENTS:

The Authority reserves the right to utilize applicable State of Florida Contracts, GPC Bids, or those contracts of any other federal, state, or local government entity under the terms of a bid proposal submitted to such entity, provided that such contract is procured in compliance with the procuring entity's law, bylaws, regulations, or ordinances regarding competitive solicitation, which must provide for full and open competition for any items covered by this specification when the use of same is in the best interest of the Authority.

24. CONTRACT TERMINATION:

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

25. DUE DILIGENCE:

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

26. BID BOND SECURITY:

- 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 the 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. The Bid Bond (or a copy if emailed) must be submitted with your bid proposal.
- 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 the 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. The Bidder hereby agrees that all Bid prices are firm, fixed prices which the Authority may accept up to 45 days from Bid opening.

27. LIQUIDATED DAMAGES:

The Successful Bidder, upon their failure or refusal to execute the Contract within ten (10) days after receipt, shall forfeit to the Authority the security deposited with his bid, as liquidated damages for such failure or refusal.

28. PERFORMANCE BOND SECURITY:

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.

29. PUBLIC RECORDS LAW:

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

30. ATTORNEY'S FEES:

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

31. 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.

32. 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.

33. 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:

Tampa Sports Authority, Procurement Manager, 4201 N. Dale Mabry Highway, Tampa, FL 33607 and/or via 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.

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

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

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

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

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

36. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA:

The Authority requires all companies who are awarded a bid/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the Authority.

37. CHANGE ORDERS/ADJUSTMENTS:

The Authority may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications in order to complete the said work.

38. NON-EXCLUSIVE CONTRACT:

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

39. CONTRACT TERMS/OPTION

This is a one-time purchase and time is of the essence.

40. LICENSES AND PERMITS:

The Contractor and/or (if applicable) his subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of his subcontractors must be licensed by the State of Florida, Hillsborough County, or the City of Tampa to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the Authority's Purchasing Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the Authority harmless from any liability which may be imposed upon Authority by reason of any alleged violation of the law by contractor, or for failure to pay taxes or secure necessary licenses or permits.

41. BEST & FINAL OFFERS:

If it is determined by the Procurement Manager that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Manager for Best and Final Offer submissions.

42. E-VERIFY COMPLIANCE:

All terms defined in Fla. Stat. § 448.095 are adopted and incorporated into this section. Pursuant to Fla. Stat. §§ 288.061(6) and 448.095(2), Contractor shall enroll in and verify the work eligibility status of all its newly hired employees using the E-Verify system if it has not already done so as of the date of this Agreement. Contractor is further required to execute an affidavit in the form attached to this Agreement affirming that: (i) it is enrolled and is participating in the E-Verify system, and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Contractor shall provide Tampa Sports Authority with documentation that it has enrolled and is participating in the E-Verify system. This Agreement shall not take effect until such affidavit is signed by Contractor and delivered to Tampa Sports Authority's authorized representative.

Should a Contractor subcontract for the performance of any work under this Agreement, the Contractor shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) it has enrolled and is participating in the E-Verify system. Contractor shall maintain a copy of such certification for the duration of the term of any subcontract. Contractor shall also deliver a copy of the certification to Tampa Sports Authority within [number of days] of the effective date of the subcontract. If Contractor, or any subcontractor of Contractor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien, Contractor shall terminate the employment of or contract with the unauthorized alien within [number of days] (the "Cure Period"). Should the Contractor or any subcontractor of the Contractor fail to cure within the Cure Period, Tampa Sports Authority has the right to terminate this Agreement without consequence. The E-Verify requirements of this Agreement will not apply should the E-Verify system cease to exist.

43. HOUSE BILL 3

NOTICE: This notice is required pursuant to chapter 2023-28, section 20, Laws of Florida, codified in section 287.05701, Florida Statutes as may be amended from time to time. Tampa Sports Authority may not (1) request documentation of or consider a vendor's social, political, or ideological interests when determining whether a vendor is a responsible vendor, or (2) give preference to any vendor based on the vendor's social, political, or ideological interests. A "responsible vendor" is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good father preformation. § 287.012(25), Fla. Stat.

GENERAL TERMS AND PROVISIONS ACKNOWLEDGMENT

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

Bidder/Proposer Signature

INFORMATION/INSTRUCTION TO BIDDERS

1. MANDATORY PRE-BID CONFERENCE, QUESTIONS, SUBMISSION, AND BID OPENING:

- A. A mandatory pre-bid conference is scheduled for **Thursday, January 18, 2024 at 10am**. The conference will be held in person at the Tampa Sports Authority office at Raymond James Stadium, Entrance B/C off Himes Avenue, Tampa, FL 33607 **or via MS TEAMS**. Teams invite information is below. Please contact Deltecia Jones (Procurement Manager) for directions or further instructions at 813-350-6511.

Microsoft Teams meeting

Join on your computer, mobile app or room device.

[Click here to join the meeting](#)

Meeting ID: 248 432 725 567

Passcode: C6PzkR

[Download Teams](#) | [Join on the web](#)

[Learn More](#) | [Meeting options](#)

- B. The final day for asking questions regarding this ITB is **Thursday, January 25, 2024 not later than 10am**. All questions regarding this ITB must be submitted in writing and emailed to bids@tampasportsauthority.com or djones@taqmpasportsauthority.com. To minimize the number of addendums issued, we will respond to all questions near or around the deadline for asking questions. If the questions change the specifications or proposal documents, an addendum will be issued immediately to reflect the change, edit and/or clarification.
- C. Bids will be received by the Tampa Sports Authority and will be opened/reviewed and tabulated on **Thursday, February 1, 2024 not later than 10am**. Bidders, or their representatives, and other interested people may be present at the opening of proposals. Electronic bid submittals will be allowed for this bid. You can email your bids and supporting documents to bids@tampasportsauthority.com. If you prefer to drop off your bid, you may do so at Raymond James Stadium, Entrance B/C off Himes Avenue, Tampa, FL 33607. Please inform the security guard at the gate that you need to drop off a bid package to Deltecia Jones, TSA Procurement Manager. If possible, prior to arrival, please email me the name of the person dropping off the bid proposal. Any bids received after the said due date and time, either in person or electronically, will be rejected and returned unopened. If you have any questions regarding our bid submittal process, please contact Deltecia Jones at 813-350-6511.
- D. If paper bids are submitted, bidders shall present a sealed, non-transparent envelope, identified with the project name, bid number and contractor's name. If you prefer to mail your bid for this project, please send it to:

**Tampa Sports Authority, Attn: Deltecia Jones, Procurement Dept.
4201 N. Dale Mabry Highway, Tampa, FL 33607**

- E. 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.
- F. 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.
- G. 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.
- H. The Bidders shall assume full responsibility for timely delivery to 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.
- I. 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 be delivered after the time specified be considered. Such bids shall be returned to the vendor unopened with the notation, "THIS BID WAS RECEIVED AFTER THE TIME DESIGNATED FOR THE RECEIPT AND OPENING OF BIDS".

2. **DEFINITIONS:**

A. **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 the 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, RJS Stadium – A Commercial Condominium, Hillsborough County and the City of Tampa (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. **BASIS OF AWARD**

Award may be made to the lowest responsive and responsible bidder meeting bid specifications, price, and other factors.

6. **DEVIATION**

Bids from vendors which make any exceptions to the specified terms and conditions will be subject to rejection. Bidders requesting information or clarification should contact Deltecia Jones, Procurement Manager at 813-350-6511.

7. **COMPENSATION**

The Authority shall pay the Contractor upon completion and inspection of the work site(s) by an Authority representative. Payment shall be made to the Contractor approximately thirty (30) days after the invoice is received and approved by the office of the Authority. All invoices shall be mailed to Tampa Sports Authority, 4201 N. Dale Mabry Highway, Tampa, FL 33607, Attention Accounts Payable or emailed to JKors@tampasportsauthority.com. Please notify the Authority if your payment terms are other than Net 30. All work shall be authorized by the Owner/Representative or his designee. A written Blanket (Annual) Purchase Order may be issued as authorization to proceed with the service.

8. **SUB-CONTRACTING**

The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without the prior consent of the Authority. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the Authority within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first.

9. **WORK SIGN-OFF**

A written report (work ticket) evidence of completion of work at the said location is required. The contractor shall notify the Director or onsite Manager, or designee, immediately upon completion of work at said location to arrange for a site inspection and sign-off for payment. Failure to do so will result in non-approval of payment on invoices for work performed until such a time the evidence of work completion is provided to the Authority.

10. **WORK TICKET**

The Contractor shall submit with its invoice, signed-off work tickets for said work evidencing inspection and acceptance by the Director or onsite Manager or his designee for said location. The invoice shall itemize services performed by the amount due for said work. When submitting an invoice for payment, you must provide to the Authority the number of personnel hours and hourly rate per person.

11. **WORK PERSONNEL & SUPERVISORS**

The contractor shall employ, or have under their control, sufficiently qualified and competent personnel to perform work promptly and in accordance with the contract schedules and requirements expressed in this Bid document.

All the Contractor's personnel must be capable of performing at an effective level in accordance with specifications and industry standards. All work shall be performed in a workmanlike and safe manner and in compliance with all federal, state, and local laws and codes.

The Contractor shall utilize, on this contract, only workers that are skilled in the tasks to which they are assigned. The Authority retains the right to require the reassignment of an employee or employees as the Authority may deem necessary. Reasons for this request may be, but are not limited to: Poor work performance, incompetence, carelessness, disruptive or otherwise objectionable behavior. Any request for reassignment is in no way a call for dismissal. It is to be considered just a request for the individual to be reassigned away from the facility where work is being performed. The contractor shall provide all supervision on site to coordinate and inspect work.

12. **EVENT INTERRUPTION**

Work shall be done in a way to minimize interruption of events that may be held at the time of work. The Manager/Director will provide an event schedule to the awarded vendor for review and scheduling purposes.

13. **OCCUPANT SAFETY**

Work shall be done in such a manner to create a safe working and walking situation for occupants and visitors of the facility(ies). Work shall be done in a manner as to be of little disruption to occupants and visitors of the facility. The work shall be done in a manner that does not compromise the security of the facility or its occupants and/or visitors. The contractor shall provide safety cones, etc. to cordon off the work area(s).

14. **EQUIPMENT AND SUPPLIES SAFETY**

All equipment shall be safety checked prior to utilization on said property and must conform to all applicable State of Florida codes and OSHA regulations, prior to the start of work. The Authority reserves the right to request the removal from the work site any equipment or supply it may feel does not meet the codes or regulations. In addition, the Authority may request the halt of any unsafe practices by the Contractor and/or its employees that are observed during the carrying out

of the contracted services. This will in no way relieve the Contractor of complying with the said work.

15. **CLEANING**

All work areas shall be left in a clean and acceptable way. All debris must be removed at the end of each workday and at the end/completion of the said work.

16. **BUILDING RULES:**

If applicable, Contractor crew shall abide by the policies and rules of the venue. Contractors and crew members shall abide by all security procedures required to gain entrance to the venue and its property.

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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 and "A" rated by AM Best. **All Liability Policies shall provide that the Tampa Sports Authority, the City of Tampa, Hillsborough County, and RJS Condominium Association are additional insureds** but solely in accordance with and subject to the indemnification provisions set forth herein 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 The Authority 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 to the Authority if requested on a timely basis.

Thirty (30) days prior written notice by registered or certified mail shall be given to 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 impairment(s) 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 or self-insurance program carried out 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 "occurrence" form as opposed to the "claims made" 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 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:

**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.

1. **Workers' Compensation and Employers' Liability** 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 Licensee shall provide proof of coverage which includes a waiver of subrogation in favor of the Authority. The amount of the Workers' Compensation and Employers' Liability Insurance shall not be less than:

Florida Statutory Requirements:	\$500,000 Limit Each Accident
	\$500,000 Limit Disease Aggregate
	\$500,000 Limit Disease Each Employee

Should the Licensee have reason to believe they are exempt or have questions related to Workers' Compensation Liability Insurance, they should visit the State of Florida's Division of Workers' Compensation website at:

<https://www.myfloridacfo.com/Division/wc/employer/Exemptions/default.htm>.

If the Licensee is eligible for an exemption, it must be applied for at address above. A copy of the Certificate must also be provided to the Authority.

2. **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 engagement.

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

3. **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 engagement with limits of not less than:

Bodily Injury & Property Damage Liability:

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

SPECIFICATIONS – INSERT

GLASS RAILING REPLACEMENT PROJECT, RAYMOND JAMES STADIUM

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Work by Owner.
 - 4. Work under separate contracts.
 - 5. Access to site.
 - 6. Coordination with occupants.
 - 7. Work restrictions.
 - 8. Specification and drawing conventions.

1.2 PROJECT INFORMATION

- A. Project Identification: Raymond James Stadium Seating Bowl Glass Railing Replacement Project.
- B. Owner: Tampa Sports Authority.
- C. Architect: POPULOUS, Inc.
 - 1. Architect's Representative: Brady Spencer; brady.spencer@Populous.com.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. Removal and disposal of existing glass seating bowl railings and installation of new glass seating bowl railings.

1.4 WORK BY OWNER

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

1.5 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

1.6 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

1.10 OTHER BID INFORMATION

- A. **Site Visits** - The site is generally available for inspection. All site visits shall be scheduled through Tampa Sports Authority (TSA) with a few days' notice in case of previously scheduled events:
- B. There are an estimated 18 events from August 2023 through December 2023 which will fully occupy the lower seating bowl. An estimated 12 of the 18 events will fully occupy the seating bowl. Current event schedule "Exhibit A" is attached and is subject to change.
- C. **Requests for Information** — All requests for information shall be referred to the TSA and Consultant.
- D. **Hours** — All work shall be between the hours of 7am to 7pm unless otherwise agreed on.
- E. **Staffing** — Provide staffing plan that includes a Project Manager, onsite Superintendent. This shall also include all subcontractors (electrical contractor, erector, painter, etc.).
- F. **Schedule & Logistics** - A draft narrative describing the project approach is required to be submitted with a schedule and logistics plan with the proposal. The stadium is used throughout the year and to the extent possible they need to accommodate tours and other events not noted in "Exhibit A". There is very little staging and storage space in the stadium. Please define the following items in the proposed logistics plan_
- G. TSA and Engineer review cycle for shop drawings and submittals shall be seven (7) working days from receipt.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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4. Use of elevator and stairs.
 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- D. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Submit before Work begins.
- E. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.6 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged

1.7 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
1. Hazardous materials will be removed by Owner before start of the Work.
 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
1. Maintain fire-protection facilities in service during selective demolition operations.

1.8 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding.
- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

1.9 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
- B. Protect bench marks, survey control points, and existing structures from damage or displacement.
- C. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of selective demolition.
- D. Remove temporary barricades and protections where hazards no longer exist.

3.5 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 5. Maintain fire watch during and for at least two hours after flame-cutting operations.
 6. Maintain adequate ventilation when using cutting torches.
 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 10. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area on-site.
 5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.

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- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, according to ASTM E 894 and ASTM E 935.
- D. Preconstruction test reports.
- E. Evaluation Reports: For post-installed anchors, from ICC-ES.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions for Owner's maintenance, and removal and replacement of glass panels.

1.8 QUALITY ASSURANCE

- A. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.
 - 1. Build mockups for each form and finish of railing consisting of two posts, top rail, infill area, and anchorage system components that are full height and are not less than 24 inches in length.
 - 2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.9 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Owner will engage a qualified testing agency to perform preconstruction testing on laboratory mockups. Payment for these services will be made by Owner. Retesting of products that fail to meet specified requirements shall be done at Contractor's expense.
 - 1. Build laboratory mockups at testing agency facility; use personnel, materials, and methods of construction that will be used at Project site.
 - 2. Test railings according to ASTM E 894 and ASTM E 935.
 - 3. Notify Architect seven days in advance of the dates and times when laboratory mockups will be tested.

1.10 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with railings by field measurements before fabrication and indicate measurements on Shop Drawings.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Julius Blum & Co., Inc.
 - 2. C. R. Laurence Co., Inc.
 - 3. Livers Bronze Co.
 - 4. Hollaender Manufacturing.
 - 5. SC Railing Co.
 - 6. Tuttle Railing Systems.
 - 7. The Wagner Companies.

2.4 ALUMINUM

- A. Aluminum, General: Provide alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with strength and durability properties for each aluminum form required not less than that of alloy and temper designated below.
- B. Extruded Bars and Shapes, Including Extruded Tubing: ASTM B 221, Alloy 6063-T5/T52.
- C. Extruded Structural Pipe and Round Tubing: ASTM B 429/B 429M, Alloy 6063-T6.
 - 1. Provide Standard Weight (Schedule 40) pipe unless otherwise indicated.
- D. Drawn Seamless Tubing: ASTM B 210, Alloy 6063-T832.
- E. Plate and Sheet: ASTM B 209, Alloy 6061-T6.
- F. Die and Hand Forgings: ASTM B 247, Alloy 6061-T6.
- G. Castings: ASTM B 26/B 26M, Alloy A356.0-T6.

2.5 STEEL AND IRON

- A. Tubing: ASTM A 500 (cold formed).
 - 1. Provide galvanized finish for exterior installations and where indicated.
- B. Pipe: ASTM A 53/A 53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.
 - 1. Provide galvanized finish for exterior installations and where indicated.
- C. Plates, Shapes, and Bars: ASTM A 36/A 36M.
 - 1. Provide galvanized finish for exterior installations and where indicated.
- D. Cast Iron: Malleable iron, ASTM A 47/A 47M, Grade 32510, galvanized.

2.6 GLASS AND GLAZING MATERIALS

- A. Safety Glazing: Glazing shall comply with 16 CFR 1201, Category II.
- B. Laminated Glass: ASTM C 1172, Condition A (uncoated), Type I (transparent flat glass), Quality-Q3 with two plies of glass and UV-resistant ionoplast interlayer not less than 0.060 inch thick.
 - 1. Kind: LT (laminated fully tempered).
 - 2. Glass Color: Clear.
 - 3. Interlayer Color: Clear.
 - 4. Glass Plies for Structural Glass Balusters: Thickness required by structural loads, but not less than 6.0 mm thick each.
- C. Safety Glazing Labeling: Permanently mark glass with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.
- D. Glazing Accessories for Dry Structural Glazing: Setting blocks, tapers, tools and related accessories as recommended or supplied by railing manufacturer for installing structural glazing in metal subrails.
 - 1. Products: Subject to compliance with requirements, provide C. R. Laurence Co., Inc.; CRL TAPER-LOC Dry Glaze System.
- E. Glazing Gaskets for Glass Infill Panels: Glazing gaskets and related accessories recommended or supplied by railing manufacturer for installing glass infill panels in post-supported railings.

- G. Connections: Fabricate railings with welded connections unless otherwise indicated.
- H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove flux immediately.
 - 4. At exposed connections, finish exposed surfaces at top rail or handrail smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces (NOMMA #1 finish).
- I. Nonwelded Connections: Connect members with concealed mechanical fasteners and fittings. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.
 - 1. Fabricate splice joints for field connection using an epoxy structural adhesive if this is manufacturer's standard splicing method.
- J. Form Changes in Direction as Follows:
 - 1. As detailed.
- K. For changes in direction made by bending, use jigs to produce uniform curvature for each repetitive configuration required. Maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- L. Close exposed ends of hollow railing members with prefabricated end fittings.
- M. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work where indicated.
- N. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.
- O. For railing posts set in concrete, provide stainless-steel sleeves not less than 6 inches long with inside dimensions not less than 1/2 inch greater than outside dimensions of post, with metal plate forming bottom closure.

2.10 GLAZING PANEL FABRICATION

- A. General: Fabricate to sizes and shapes required; provide for proper edge clearance and bite on glazing panels.
 - 1. Clean-cut or flat-grind edges at butt-glazed sealant joints to produce square edges with slight chamfers at junctions of edges and faces.
 - 2. Grind smooth exposed edges, including those at open joints, to produce square edges with slight chamfers at junctions of edges and faces.
- B. Structural Balusters: Provide laminated, heat-strengthened glass panels for both straight and curved sections.
- C. Infill Panels: Provide laminated, heat-strengthened glass panels for both straight and curved sections.

2.11 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipment.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Variations in appearance of other components are

- C. Expansion Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches beyond joint on either side, fasten internal sleeve securely to one side, and locate joint within 6 inches of post.

3.3 ANCHORING POSTS

- A. Form or core-drill holes not less than 5 inches deep and 3/4 inch larger than OD of post for installing posts in concrete. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout, mixed and placed to comply with anchoring material manufacturer's written instructions.
- B. Leave anchorage joint exposed with 1/8-inch buildup, sloped away from post.
- C. Anchor posts to metal surfaces with flanges, angle type, or floor type as required by conditions, connected to posts and to metal supporting members as follows:
 - 1. For aluminum railings, attach posts as indicated using fittings designed and engineered for this purpose.
 - 2. For steel railings, weld flanges to posts and bolt to metal-supporting surfaces.

3.4 INSTALLING GLASS PANELS

- A. Glass-Supported Railings: Install assembly to comply with railing manufacturer's written instructions, and approved Shop Drawings.
 - 1. Attach base channel to building structure.
 - 2. Adhere pressure blocks to the bottom edge of glass and insert glass into base channel.
 - 3. Install tapers and lock glass into place.
 - 4. Install glazing gaskets.
 - 5. Erect glass railings under direct supervision of manufacturer's authorized technical personnel.
- B. Post-Supported Glass Railings: Install assembly to comply with railing manufacturer's written instructions and with requirements in other Part 3 articles. Erect posts and other metal railing components, then set factory-cut glass panels. Do not cut, drill, or alter glass panels in field. Protect edges from damage.

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections and to prepare test reports. Payment for these services will be made by Owner.
- B. Extent and Testing Methodology: Testing agency will randomly select completed railing assemblies for testing that are representative of different railing designs and conditions in the completed Work. Test railings according to ASTM E 894 and ASTM E 935 for compliance with performance requirements.
- C. Remove and replace railings where test results indicate that they do not comply with specified requirements unless they can be repaired in a manner satisfactory to Architect and comply with specified requirements.
- D. Perform additional testing and inspecting, at Contractor's expense, to determine compliance of replaced or additional work with specified requirements.

3.6 CLEANING

- A. Clean aluminum and stainless steel by washing thoroughly with water and soap, rinsing with clean water, and wiping dry.

THIS IS INTENTIONALLY LEFT BLANK

1.6 PRECONSTRUCTION TESTING

- A. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:
 - 1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
 - 2. Conduct field tests for each kind of sealant and joint substrate.
 - 3. Notify Architect seven days in advance of dates and times when test joints will be erected.
 - 4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
 - a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1.1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
 - 1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 - 5. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
 - 6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.7 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
 - 2. When joint substrates are wet.
 - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.8 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: 2 years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: 10 years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
 - 1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 - 2. Disintegration of joint substrates from causes exceeding design specifications.
 - 3. Mechanical damage caused by individuals, tools, or other outside agents.
 - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
 - c. Unglazed surfaces of ceramic tile.
 - d. Exterior insulation and finish systems.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
 - c. Porcelain enamel.
 - d. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to

- b. Whether sealant dimensions and configurations comply with specified requirements.
 - c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion complies with sealant manufacturer's field-adhesion hand-pull test criteria.
 - 4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant material, sealant configuration, and sealant dimensions.
 - 5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- B. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION

INVITATION TO BID (ITB) PRICE FORM – BID 23-06

By signing this bid, the bidder agrees that this bid is made without any understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by Authority, will represent the agreement between the parties. The 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:

The following are submitted by the bidder for the purpose of:

1. Arriving at an estimated total bid price.
2. Establishing price factors to be utilized in adjusting the estimated total price resulting from modification.

NAME OF BIDDER _____	
PROJECT BID	
_____ Dollars	\$ _____
Total Price in words	Price in Figures

Provide any additional costs or information you feel is necessary to the Authority below.

GUARANTEE OF BID PROPOSAL

Name of Company: _____

Street Address: _____

_____ City State Zip

Mailing Address: _____

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)

Witness

(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.

Bid Bond

(Attach any additional forms from Surety Company)

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

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

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

WHEREAS, the Principal has submitted a bid for _____

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

Signed and sealed this _____ day of _____ 20 _____.

_____ (Principal) (SEAL)

(Witness)

(Title)

(Witness)

(Title)

(Surety)

(Title)

ACKNOWLEDGMENT OF ADDENDA (If applicable)

I, _____, on this _____, day of _____, 2024 hereby
acknowledge receipt of any and all Addenda Notices hereby issued regarding this Bid #23-06 for
Glass Railing Replacement Project, Raymond James Stadium.

Addenda Numbers Received:

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF ABOVE: _____

TITLE OF ABOVE: _____

COMPANY NAME: _____

(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.

Signature of Company Representative _____

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 produced 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.

Signature of Company Representative _____

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 produced identification _____

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

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

(STATE OF _____)

(COUNTY OF _____)

(CITY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20 __,

by _____ of _____
(Name and Title of Officer) (Name of Principal)

_____ corporation, on behalf of said corporation. He/She is
(State of Corporation)

personally known to me or has produced _____ as identification.
(Type of Identification)

He/She warrants that he/she is authorized by the Board of Directors of said corporation to execute the foregoing instrument.

Signature of company representative: _____

NOTARY PUBLIC:

NOTARY SEAL:

SIGN: _____

PRINT: _____

Notary Public, State at large

My Commission Expires: _____

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 REFERENCES

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 Southeastern United States preferably and within the last five (5) years. Three projects are required to qualify the firm to bid. References will be contacted; projects will be reviewed for quality of workmanship. Information supplied will be considered in the award of this contract.

BIDDER/PROPOSER COMPANY NAME: _____

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

LOCATION: _____

Phone: _____

OWNER REPRESENTATIVE: **Name:** _____

Title: _____

Email: _____

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

LOCATION: _____

Phone: _____

OWNER REPRESENTATIVE: **Name:** _____

Title: _____

Email: _____

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

LOCATION: _____

Phone: _____

OWNER REPRESENTATIVE: **Name:** _____

Title: _____

Email: _____

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

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

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn
statement): _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC:

NOTARY SEAL

SIGN: _____

PRINT: _____

Notary Public, State at large
My Commission Expires: _____

SWORN STATEMENT UNDER SECTION 105.08,
TAMPA SPORTS AUTHORITY - DISCLOSURE OF RELATIONSHIPS

.....

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____).

3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that an "affiliate" as defined in Section 105.08, Tampa Sports Authority rules, means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a TSA Commissioner or TSA employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships as defined in section 105.08, Tampa Sports Authority rules, with any TSA Commissioner or TSA employee.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity, have the following relationships with a TSA Commissioner or TSA employee:

Name of Affiliate
or entity

Name of TSA Commissioner
or employee

Relationship

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 20____, by

_____, who is personally known to me or

who has produced _____ as identification.

NOTARY PUBLIC:

NOTARY SEAL:

SIGN: _____

PRINT: _____

Notary Public, State at large

My Commission Expires: _____

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

1. This statement is submitted with **Invitation to Bid #23-06, Glass Railing Replacement Project, Raymond James Stadium.**

2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to price, quality, and service are received by the Authority for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
 - a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for specifying the actions that will be taken against employees for violations of such prohibition.

 - b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

 - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (A).

 - d. In the statement specified in subsection (A), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.

 - e. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

 - f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

BIDDER/PROPOSER SIGNATURE: _____ DATE: _____

COMPANY NAME: _____

E-VERIFY AFFIDAVIT

Obligation for State-Funded Contracts:

Florida Statutes Sections 288.061 and 448.095 require all State of Florida agencies to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security E-Verify system. Further, agencies are directed to include as a condition of all contracts for the provision of goods and services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such contracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

In accordance with Fla. Stat. §§ 288.061 and 448.095(2), Tampa Sports Authority ("TSA") requires all vendors doing business with TSA who are awarded state-funded contracts to verify employee eligibility using the E-Verify system. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements. To enroll in E-Verify, vendors should visit the E-Verify website at <http://www.e-verify.gov> and follow the instructions to register. The vendor must also retain the I-9 Forms for inspection, per usual.

By affixing your signature below, you hereby affirm that you will comply with the E-Verify system requirements.

Federal Employer Identification Number (FEIN): _____

Printed Name of Affiant

Printed Title of Affiant

Signature of Affiant

Name of Firm

Date

Address of Firm

City

State

Zip Code

Notary Public Information

Notary Public - State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2023

By _____ . He/she is personally known to me _____ or has

produced identification _____.

(Type of Identification Produced)

Signature of Notary Public

Serial Number

(Print or Stamped name of Notary Public)

(Expiration Date)

Affix Notary Seal Here:

STATEMENT OF NO BID

.....
Bid Number: 23-06
Title: Glass Railing Replacement Project, Raymond James Stadium
.....

IMPORTANT NOTICE TO VENDORS: If you do not intend to submit a bid/proposal and wish to continue to receive notice of Tampa Sports Authority procurements, please return this "Statement of No Bid" via fax, email, or U.S. Mail on the day of or prior to the bid opening. If you elect not to submit a bid/proposal, please indicate the reason below and either email this form to: djones@tampasportsauthority.com or mail this for to the address above.

-
- We do not offer this product/service or an equivalent.
 - Our schedule would not permit us to perform.
 - Insufficient time to respond to solicitation.
 - Unable to meet specifications.
 - Specifications not clear.
 - Unable to meet bond and/or insurance requirements.
 - Specifications "too tight"/restrictive (i.e., geared to a specific brand or manufacturer).
 - Sub-Contractor (submitted bid to General Contractor).
 - Other (please explain below):

.....
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.

SIGNATURE: _____ DATE: _____
NAME (PRINTED): _____
COMPANY: _____
PHONE NUMBER: _____ EMAIL: _____

BID CHECKLIST

.....
Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.
.....

<input type="checkbox"/>	General Terms, Conditions, & Provisions Acknowledgment.....	15
<input type="checkbox"/>	Invitation To Bid (ITB) Form	26
<input type="checkbox"/>	Guarantee of Bid Proposal	27
<input type="checkbox"/>	Bid Bond Form.....	28
<input type="checkbox"/>	Acknowledgment Of Addenda (If Applicable).....	29
<input type="checkbox"/>	Acknowledgment Of Bidder, If A (Corporation, Partnership Or Individual).....	30
<input type="checkbox"/>	Acknowledgment Of Principal, if a Corporation	31
<input type="checkbox"/>	Legal Status of Bidder.....	32
<input type="checkbox"/>	Bidder References	33
<input type="checkbox"/>	Sworn Statement – Public Entity Crimes.....	34
<input type="checkbox"/>	Sworn Statement – Disclosure Of Relationships.....	36
<input type="checkbox"/>	Drug-Free Workplace Acknowledgment	38
<input type="checkbox"/>	E-Verify Affidavit	39
<input type="checkbox"/>	Statement Of No Bid	40
<input type="checkbox"/>	Bid Checklist	41

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

Date

GOVERNMENT PURCHASING COUNCIL LIST

City of Plant City

Buddy Storey, Purchasing Manager
Drawer C
Plant City, FL 33563
813-659-4270 – Telephone
813-659-4216 – Fax
Wstorey@plantcitygov.com

City of Temple Terrace

Judy Crutcher, Asst. Purchasing Agt.
PO Box 16930
Temple Terrace, FL 33687
813-506-6420 – Telephone
813-989-7185 – Fax
jcrutcher@templeterrace.com

Clerk of Circuit Court

601 E. Kennedy Blvd., - 13th Floor
PO Box 1110
Tampa, FL 33601
813-276-8100 Ext. 7721 - Telephone
813-272-5521 – Fax
www.hillsclerk.com

Tampa-Hillsborough County Expressway Authority

1104 E. Twiggs St., Suite #300
Tampa, FL 33602
813-272-6740 – Telephone
813-276-2492 – Fax
Man.le@tampa-xway.com

Hillsborough Area Regional Transit Authority

Melissa Smiley
4305 E. 21st Street
Tampa, FL 33605
813-623-5835 – Telephone
813-664-1119 – Fax
smileym@gohart.org

Hillsborough County Aviation Authority

Tampa International Airport
PO Box 22287
Tampa, FL 33622-2287
813-870-8730 – Telephone
813-875-6670 – Fax
www.tampaairport.com

Hillsborough County School Board

PO Box 3408
Tampa, FL 33601-3408

813-272-4329 – Telephone
813-272-4007 – Fax
www.sdhc.k12.fl.us

Hillsborough Community College

Vonda Melchior, Director of Purchasing
39 Columbia Drive
Tampa, FL 33606
813-253-7060 – Telephone
813-253-7561 – Fax
vmelchoir@hcc.fl.edu

Hillsborough County Board of County Commissioners

Scott Stromer, Director
601 E. Kennedy Blvd., 26th Floor
Tampa, FL 33601
813-272-5790 – Telephone
813-272-6290 – Fax
procurementservices@hillsboroughcounty.org

Hillsborough County Sheriff's Office

Christina R. Porter, CFO
PO Box 3371
Tampa, FL 33601
813-247-8032 – Telephone
813-242-1825 – Fax
CRPorter@hcsso.tampa.fl.us

State Attorney's Office

Mark Ober, State Attorney
800 E. Kennedy Blvd., 5th Floor
Tampa, FL 33602
813-272-5400 – Telephone
813-272-7014 – Fax
Ober_M@SAO13th.com

Tampa Port Authority

Donna Casey, Procurement Analyst
PO Box 2192
Tampa, FL 33601
813-905-5164 – Telephone
813-905-5109 – Fax
dwebb@tampaport.com

Supervisor of Elections

601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
813-276-8274 – Telephone
813-272-7043 – Fax
www.votehillsborough.org

City of Tampa Housing Authority

Jerome Ryans, President/CEO
1514 Union Street
Tampa, FL 33607
813-253-0551 – Telephone
irenew@thaf.com

Tampa Sports Authority

Deltecia Jones, Procurement Manager
4201 N. Dale Mabry Hwy.
Tampa, FL 33607
813-350-6500 Ext. 6511 – Telephone
djones@tampasportsauthority.com

Tax Collector

601 E. Kennedy Blvd., 14th Floor
Tampa, FL 33602
813-307-6222 – Telephone
813-307-6521 – Fax
www.hillstax.org

The Children's Board of Hillsborough County

1002 E. Palm Avenue
Tampa, FL 33605
813-229-2884 – Telephone
813-228-8122 – Fax
www.childrensboard.org

University of South Florida

George Cotter,
Director of Purchasing Services
4202 E. Fowler Avenue, SVC-1072
Tampa, FL 33620
813-971-3340 – Telephone
gcotter@admin.usf.edu

Property Appraiser

601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
813-272-6100 – Telephone
813-272-5519 – Fax
www.hepafl.org

Tampa Palms Community Dev. Dist.

16311 Tampa Palms Blvd. W.
Tampa, FL 33647
813-977-3933 – Telephone
813-977-6571 – Fax
www.tpoa.net

**PLANS/DRAWINGS
ATTACHMENTS**