



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

BID #13-09

**PRINTING SERVICES,
TAMPA SPORTS AUTHORITY**

**BID DUE DATE:
TUESDAY, MARCH 11, 2014 @ 10:00 A.M.**

**DELTECIA JONES
PROCUREMENT DEPARTMENT**

FEBRUARY 4, 2014

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INVITATION TO BID

BID #13-09

SPECIFICATION FOR: Printing Services, Tampa Sports Authority

BID DUE DATE: Tuesday, March 11, 2014 @ 10:00 a.m.

PLACE OF BID OPENING: Tampa Sports Authority Office

GENERAL TERMS AND PROVISIONS:

1. BIDS:

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

The responsibility for getting the bid to the Authority on or before the stated time and date will be solely and strictly the responsibility of the bidder. The Authority will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bid. Bid time will be and must be scrupulously observed. Under no circumstances will bids delivered after the time specified be considered. Such bids shall be returned to the vendor unopened with the notation, "THIS BID WAS RECEIVED AFTER THE TIME DESIGNATED FOR THE RECEIPT AND OPENING OF BIDS".

2. EXCEPTIONS TO BID:

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

3. MODIFICATION OR WITHDRAWAL OF BID:

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

Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with the Information/Instruction for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

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

4. RIGHT TO REJECT BIDS:

The Tampa Sports Authority reserves the right to reject any and all bids, to waive any informalities or minor irregularities in the bids received, and to accept that bid which in its judgment, best serves the interest of the Authority. The Authority hereby fully retains full discretion to determine the responsiveness of the bid and Bidder's responsibility, character, fitness and experience to perform the Work.

Bidders may be disqualified and rejection of proposals may be recommended to the Authority for any of but not limited to the following causes:

- (A) Failure to use the proposal form furnished by the Authority;
- (B) Lack of signature by an authorized representative on the proposal form;
- (C) Failure to properly complete proposal;
- (D) Evidence of collusion among proposers. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders void;
- (E) Advance disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that particular bid solicitation or request;
- (F) Omission of proposal guarantee;
- (G) Unauthorized alteration of bid form. Authority reserves the right to waive any minor informality or irregularity;
- (H) Failure to sign and return any addenda;
- (I) Faxed, e-mailed and/or unsealed bids will be rejected.

5. INCONSISTENCIES ON CONDITIONS:

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

6. QUESTIONS, ADDENDA AND INTERPRETATIONS:

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

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

- B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.
- C. All questions concerning the project shall be submitted on or before **1:00 p.m., Friday, February 28, 2014**, in writing with date, company name and contact via e-mail, fax, or mail to:

Tampa Sports Authority, 4201 North Dale Mabry Highway, Tampa, Florida 33607;
Fax: (813) 350-6611 OR;
Email: djones@tampasportsauthority.com

- D. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, will be mailed and/or emailed to all prospective Bidders (at the respective addresses furnished for such purposes or as listed on the Mandatory Pre-Bid Conference Sign-in Sheets (if applicable) prior to the date or time fixed for the opening of bids. The Authority will not be responsible for any other explanations or interpretations of the proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the Contract Documents.
- E. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. **AWARD OF CONTRACT:**

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

- A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the Authority.
- B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

- C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:
1. The ability, capacity and skill of the Bidder to perform the contract or provide the service required;
 2. Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 3. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
 4. The quality of performance of previous contracts or services. For example, the following information will be considered:
 - a. The administrative and consultant cost overruns incurred by Authority on previous contracts with Bidder,
 - b. The Bidder's compliance record with contract general conditions on other projects,
 - c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
 - d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,
 - e. The Bidder's demonstrated cooperation with the Authority and/or other contractors on previous contracts,
 - f. Whether the work performed and materials furnished on previous contracts were in accordance with the Contract Documents.
 5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services;
 6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service;
 7. The quality, availability and adaptability of the goods or services to the particular use required;
 8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract;

9. Whether the Bidder is in arrears to any Owner on debt or contract, or is a defaulter on surety to any Owner;
10. Such other information as may be security by the Authority having bearing on the decision to award the contract, to include, but not limited to:
 - a. The ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work,
 - b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects,
 - c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked,
 - d. Whether Bidder's contract on other projects has ever been terminated.
- D. The purpose of the above is to enable the Authority to select the bid which is in the best interest of the Authority. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate responsibility of the Bidder.
- E. The Authority reserves the right to defer award of this contract for a period of forty-five (45) days after the due date of bids. During this period of time, the Bidder shall guarantee the prices quoted in his/her bid.

8. BRAND NAMES "OR EQUAL":

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

9. DISCOUNTS:

Discounts for prompt payment offered may be taken into consideration during bid evaluation. Terms of payment offered will be reflected in the space provided on the Bid Proposal forms.

10. TAXES:

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

11. COLLUSION CLAUSE:

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders void.

Advance disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that particular bid solicitation or request.

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

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

13. ASSIGNMENT OF CONTRACTUAL RIGHTS:

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

14. TIMELY DELIVERY:

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

15. DEFAULT OF CONTRACT:

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

16. ACCEPTANCE OF MATERIAL:

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

17. IDENTICAL TIE BID:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and services are received by the Authority for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall abide by the policies outlined below:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
- D. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 893 or any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

18. DAMAGE:

In the event any materials, equipment or other property of the Authority shall be damage or destroyed by personnel furnished by Contractor, Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of Authority.

19. FEES, LICENSES AND PERMITS:

In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold Authority harmless from any liability which may be imposed upon Authority by reason of any

alleged violation of the law by contractor, or for failure to pay taxes or secure necessary licenses or permits.

20. EMPLOYEE CONFLICT:

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

21. CONVICTED VENDOR LIST:

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

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

22. PARTIAL BID:

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

23. OTHER AGENCIES:

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

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

24. BID SECURITY (If Applicable):

A. Each bid must be accompanied by Bidder, made payable to the Authority, provided herein. For the purposes of this Bid, the Bidder's bond shall be issued by the approved Underwriter's Guide and which shall be in the form of a Bidder's or Certified Check of the Bidder or a Bid Bond on the Bid Bond Form provided herein. The Bid Bond shall be in the amount of not less than 5% of his/her bid. For the Base Bid. The bidders bond shall be issued by a Bidder's business in Florida, which is on the approved Underwriter's Guide by the latest Best Insurance

N/A

B. Said bid security shall be returned to the Bidder if awarded the work. If the Bidder is not awarded the work, the security shall be returned to the Bidder. The Bidder's security shall be returned to all bidders at the time of the opening of bids and the remaining Bidder's security shall be returned to the successful Bidder. If the Bidder has not executed the Contract within the time specified in the Bid, the Bidder's security shall be returned to the Bidder. If the Bidder has not been notified of the award of the Bid within the time specified in the Bid, the Bidder may maintain his/her bid beyond the time specified in the Bid. Bidder hereby agrees that all Bid prices are final and shall be accepted up to 45 days from Bid opening.

N/A

25. LIQUIDATED DAMAGES:

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

26. SECURITY FOR FAITHFUL PERFORMANCE (If Applicable):

The Successful bidder shall provide to the Authority, at the project location a Performance and Payment Bond in the amount of 100% of the Contract Sum. The Performance and Payment Bond shall be in the form of a Bidder's or Certified Check of the Bidder or a Bid Bond on the Bid Bond Form provided herein. The Bid Bond shall be in the amount of not less than 100% of the Contract Sum, as furnished by the Bidder. The Bidder's bond shall be issued by a Bidder's business in Florida, which is on the approved Underwriter's Guide by the latest Best Insurance. The Bidder's bond shall be returned to the Bidder if awarded the work. If the Bidder is not awarded the work, the security shall be returned to the Bidder. The Bidder's security shall be returned to all bidders at the time of the opening of bids and the remaining Bidder's security shall be returned to the successful Bidder. If the Bidder has not executed the Contract within the time specified in the Bid, the Bidder's security shall be returned to the Bidder. If the Bidder has not been notified of the award of the Bid within the time specified in the Bid, the Bidder may maintain his/her bid beyond the time specified in the Bid. Bidder hereby agrees that all Bid prices are final and shall be accepted up to 45 days from Bid opening.

N/A

27. 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.

28. DUE DILIGENCE:

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

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).

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:

Purchasing Department
4201 N. Dale Mabry Highway
Tampa, FL 33607
813-350-6611 (Fax)

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 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.

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

Vendor's Signature

INFORMATION/INSTRUCTION TO BIDDERS

1. SUBMISSION OF BIDS/BID OPENING:

- A. Bids will be received by the Tampa Sports Authority and will be opened and read aloud on **Tuesday, March 11, 2014 at 10:00 a.m.** at the Tampa Sports Authority offices. Bidders, or their representatives, and other interested persons may be present at the opening of proposals.
- B. Bidders shall present a sealed opaque envelope, identified with the project name, Bid number and contractor's name. Bids must be delivered to the TSA office, as listed within this bid document, on or before the due date and time specified and must be addressed to:

**Tampa Sports Authority
Raymond James Stadium
Attn: Deltecia Jones, Purchasing Dept.
4201 N. Dale Mabry Highway
Tampa, FL 33607**

- D. Bids shall be signed in ink by an official of the firm submitting the bid. The bid submitted by a partnership shall list the name of all partners and shall be signed in the partnership name by one of the members of the partnership.
- E. Prices must be quoted on the sheet furnished by the Authority. No other will be accepted. All prices shall be quoted F.O.B. Tampa, Florida.
- F. Bids which have been submitted may not be modified or withdrawn after submission. Negligence on the part of the bidder in the preparation of his bid shall not be grounds for the modification or withdrawal of a bid after the time set for bid opening.
- G. The Bidders shall assume full responsibility for timely delivery at the location designated for receipt of Bids. The responsibility for getting the bid to the Authority on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The Authority will in no way be responsible for delays caused by any express or standard delivery company, courier service and/or the United States Postal Service or a delay caused by any other occurrence or circumstance.
- H. The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bid. Bid time will be and must be scrupulously observed. Under no circumstances will bids delivered after the time specified be considered. Such bids shall be returned to the vendor unopened with the notation, "THIS BID WAS RECEIVED AFTER THE TIME DESIGNATED FOR THE RECEIPT AND OPENING OF BIDS".

2. DEFINITIONS:

A. THE BID:

A Bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

B. BASE BID:

The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids, if any.

C. ALTERNATES:

An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Authority in any combination or not at all.

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

A. Bids shall be submitted utilizing the Bid Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be cause for disqualification or rejection of the bid.

B. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.

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

4. INDEMNIFICATION:

A. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the Authority, its officers, employees, agents, elected and appointed officials and volunteers

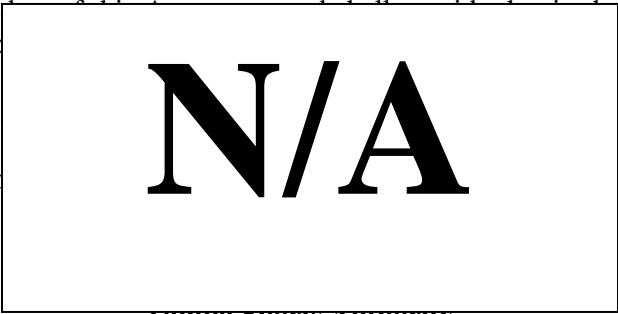
promptly authorize and have delivered such statement to the Authority. Licensee shall make up any impairment when known to it. The Licensee authorizes the Authority and its Insurance Consultant to confirm all information furnished the Authority, as to its compliance with its insurance carriers. As to the operations of the Licensee, all insurance coverage of the Licensee shall be primary to any insurance of self-insurance program carried by the Authority.

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

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

If any General Liability Insurance required herein is to be issued or renewed on a "claims made" form as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement of operations. In the event of cancellation or non-renewal the disclosure shall be unlimited.

All of the required information where necessary, to be provided prior written notice to the Authority.



and shall be endorsed, within thirty (30) days of the date herein. Thirty (30) days

**Tampa Sports Authority
4201 N. Dale Mabry Hwy.
Tampa, Florida 33607**

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

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

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

INSURANCE COVERAGE AND LIMITS

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

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

- B. **Commercial General Liability Insurance** shall be maintained by the Licensee. Coverage shall include, but not be limited to, Operations, Personal Injury, Contractual Liability, and Form Property Damage Operations Coverage and (e) and "U" (underground) Property Damage. Limits of coverage shall not be less than:
- | | |
|---|--------------------|
| Bodily Injury, Personal Injury & Property Damage Liability: | \$1,000,000 |
| Each Occurrence and Aggregate for Liability under this Specific Agreement. The Aggregate limits shall be separately applicable to this specific event. | \$1,000,000 |

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

Bodily Injury, Personal Injury & Property Damage Liability:

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

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

Bodily Injury & Property Damage Liability:

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

SPECIAL PROVISIONS

PURPOSE

The purpose of this Invitation to Bid is request print services of various stationary products to be used by Tampa Sports Authority over a three (3) year contract period.

SCOPE

The scope of the contract shall include furnishing all materials, equipment, vehicles and labor necessary to supply various stationary products to include envelopes, letterhead, correspondence cards with envelopes, business cards, labels (6/page), standard window and letterhead envelopes to the Authority per request/order.

CONTRACT TERM/OPTION

This Contract shall be in effect for a three (3) year period beginning April 1, 2014 through March 31, 2017. This Contract may be extended for one (1) additional two (2) year period at the sole option of the Authority at the same terms and conditions as the original Contract to be effective April 1, 2017 through March 31, 2019.

Tampa Sports Authority will consider a cost of expenses increase at the beginning of the contract extension period, only. Any requests for price adjustments for the above mentioned extension period must be received in writing by the Purchasing Department no less than ninety (90) days prior to the commencement of the new extension year. The amount of any price adjustment requested, as well as the staff's experience with the Contractor's service for the year ending, will be used in the determination of any price increase. Failure of the staff and Contractor to agree to any such price increase(s) shall result in termination of the Contract as of the last current contract year.

Requests for price adjustments must be solely for the purpose of accommodating an increase in the Contractor's cost, not profits. The percentage charge between the prevailing rate and the requested rate shall not exceed the percentage change between the Consumer Price Index for Tampa-St. Petersburg-Clearwater, FL that was in effect at the beginning of the existing contract period and the one in effect at the time of request for rate increase.

Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period, all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

BASIS OF AWARD

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

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, Senior Procurement Analyst at 813-350-6511.

COMPENSATION

The Authority shall pay the Contractor upon completion and approval of the work 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 ndickman@tampasportsauthority.com.

SUBCONTRACTING

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.

PROOF(s)

A proof is required prior any printing of any "new" job. Proof must be emailed or hand-delivered to the office of the Authority and submitted to the Procurement Department for signatures. The Contractor is responsible for any corrections and reprinting of a job that is not signed off on by the Authority.

SPECIFICATIONS

INTRODUCTION

This specification covers requirements for the printing of letterhead, envelopes (various), mailing labels (6/page), business cards and correspondence cards for Tampa Sports Authority.

REQUIREMENTS:

- A. PAPER CONTENT: Shall be 70# Classic Crest Text Solar White for letterhead and envelopes and envelopes shall be #10 or approved equals. (See Paper Products Descriptions below)
- B. PAPER CHARACTERISTICS: The craftsmanship and preparation of all paper supplies shall be uniform in texture and finish, free of dust, lint, wrinkles, scuff marks and folds, and shall lie flat. Ream edges of the paper shall be straight and not fluted or wavy. Paper shall be cut squarely on all sides and free of rough edges. Envelopes shall be of standard size and logo shall be clear and free of fades and blurs. Grain direction shall run lengthwise of the sheet of paper.
- C. PERFORMANCE: The letterhead and envelopes shall perform satisfactory when utilized and shall be able to be used when printing from inkjet, laser and/or digital machines.
- D. COMPOSITION: When creating the paper products, reasonable care shall be given to character and word spacing, uniformity of style and good line characters. When ordering agency requires composition and/or typesetting services, proofs shall be submitted to the ordering agency for approval prior to printing. *Proofs are always expected prior to printing business cards.*
- E. ARTWORK: All artwork shall remain in your possession through the life of this contract and shall not be shared with any other company/vendor without prior authorization from the Authority. After award of this contract, artwork shall be submitted to your company for review and set-up.

NOTE: *After award of the Agreement, Contractor shall be in touch with the Authority's Graphics Department to obtain a working digital file of the logo/artwork.*

- F. IMAGE AND PRINT QUALITY: Imprinting quality shall be proven acceptable by Authority staff prior to any print output. The logo/printed image(s) shall be clean and well-defined. The image density shall be appropriate with full ink color. Image registration shall be consistent with each successive copy throughout this contract agreement. *All printing is 4 color printing.*
- G. PREPARATION AND DELIVERY: All paper products shall be securely shrink-wrapped and/or boxed and labeled to identify its contents in moisture resistant material(s). Package quality shall be approximately 500 sheets each (as equal to one (1) ream or box). The ream package or box shall be packed in industry standard corrugated carton containers to avoid moisture and damage to paper products upon delivery and storage by the Authority. Care shall be taken to assure no bent, wrinkled or uneven (unsatisfactory) products are delivered to the Authority.

H. PAPER PRODUCT DESCRIPTIONS:

<u>ITEM #</u>	<u>DESCRIPTION</u>
1.	<u>Letterhead:</u> Grade No. 1, 70# Classic Crest Text Solar White Bond, Laser Finish, 8-1/2"x11" or approved equal. (4 Color Printing)
2.	<u>Letterhead (Return) Envelopes:</u> Grade No. 1, #10 Envelopes, 70# Classic Crest Solar White, 9-1/2" x 4-1/8". (4 Color Printing)
3.	<u>Window (Return) Envelopes:</u> Grade No. 2, #10 Envelopes, 24# White Wove, 9-1/2" x 4-1/8". (4 Color Printing)
4.	<u>Correspondence Cards:</u> Grade No. A2, 5-1/2" x 4-1/4" Folded, 5-1/2" x 8-1/2" Flat. (4 Color Printing)
5.	<u>Correspondence Card Envelopes:</u> Grade No. A2 Envelope for Correspondence Card, 5-3/4" x 4-3/8". (4 Color Printing)
6.	<u>Mailing Labels (Return):</u> Grade No. 1, 4"x4" Avery Mailing Label (6/Page), White, Crack and Peel, 60# or Approved Equal. (4 Color Printing)
7.	<u>Business Cards:</u> 100# Gloss Cover, 2" x 3-1/2" (Front and Back), Cut and Packaged 500/Box. (4 Color Printing) <i>Note: <u>Proofs required prior to each business card print/order.</u></i>

All items listed above and on the Bid Proposal Form will not be ordered in hole at all times orders are placed. At times, the items will be ordered on an "as needed" after the initial order.

BID PROPOSAL

By signing this bid, the bidder agrees that this bid is made without any understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respect 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 the Authority, will represent the agreement between the parties.

BID #13-09: PRINTING SERVICES, TAMPA SPORTS AUTHORITY

ITEM #	DESCRIPTION	COST PER 2500
1	LETTERHEAD: Grade No. 1, 70# Classic Crest Text Solar White Bond, Laser Finish 8-1/2"x11", or Approved Equal (4 Color Printing)	\$
2	LETTERHEAD (RETURN) ENVELOPES: Grade No. 1, #10 Envelopes, Classic Crest Solar White or Approved Equal, 9-1/2"x4-1/8" (4 Color Printing)	\$
3	WINDOW (RETURN) ENVELOPES: Grade No. 2, #10 White Wove, 9-1/2"x4-1/8" (4 Color Printing)	\$
4	CORRESPONDENCE CARDS – Grade No. A2, 5-1/2"x4-1/4" Folded, (5-1/2"x8-1/2" Flat (4 Color Printing)	\$
5	CORRESPONDENCE CARD ENVELOPES: Grade No. A2 Envelope for Correspondence Cards, 5-3/4"x4-3/8" (4 Color Printing)	\$
6	MAILING LABELS (RETURN): Grade No. 1, 4"x4" Avery Mailing Label (6/Page), White Crack and Peel, 60# or Approved Equal. (4 Color Printing)	\$
GRAND TOTAL \$		

ITEM #	DESCRIPTION	COST PER 500	COST PER 1000
7	BUSINESS CARDS: 100# Glass Cover, 2"x3-1/2" (Front and Back), Cut and Packaged 500 or 1000 per Box. (4 Color Printing)	\$	\$

GUARANTEE OF BID PROPOSAL

Name of Firm: _____

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.

ACKNOWLEDGMENT OF ADDENDA (If applicable)

I, _____, on this _____, day of _____, 20____ hereby
acknowledge receipt of any and all Addenda Notices hereby issued in regards to this Bid #13-09 for
Printing Services, Tampa Sports Authority.

Addenda Numbers Received:

AUTHORIZED SIGNATURE: _____

SIGNATORY'S NAME: _____

SIGNATORY'S TITLE: _____

COMPANY/OFFEROR: _____

ACKNOWLEDGMENT OF PRINCIPAL, IF CORPORATION

(STATE OF FLORIDA)

(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.

NOTARY PUBLIC:

Sign: _____

Print/Type: _____

SEAL

LEGAL STATUS OF BIDDER

This Proposal is submitted in the name of:

(Print) _____

The undersigned hereby designated below his business address to which all notices, directions or other communications may be served or mailed:

Street _____

City _____ State _____ Zip Code _____

The undersigned hereby declares that he/she has legal status checked below:

- INDIVIDUAL
- INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME
- CO-PARTNERSHIP

The Assumed Name of the Co-Partnership is registered in the County of _____, Florida

- CORPORATION INCORPORATED UNDER THE LAW OF THE STATE OF _____ . The Corporation is:
- LICENSED TO DO BUSINESS IN FLORIDA
- NOT NOW LICENSED TO DO BUSINESS IN FLORIDA

The name, titles, and home address of all persons who are officers or Partners in the organization are as follows:

NAME AND TITLE	HOME ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

Signed and Sealed this _____ day of _____, 20

By: _____

Printed Name: _____

Title: _____

BIDDER QUALIFICATION FORM

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

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

BIDDER NAME: _____

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

LOCATION: _____

(OWNER REPRESENTATIVE NAME) (TITLE) _____

(PHONE)

BIDDER NAME: _____

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

LOCATION: _____

(OWNER REPRESENTATIVE NAME) (TITLE) _____

BIDDER NAME: _____

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

LOCATION: _____

(OWNER REPRESENTATIVE NAME) (TITLE) _____

STATEMENT OF NO BID

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

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

We, the undersigned, have declined to bid on your Bid #13-09 for Printing Services, Tampa Sports Authority due to the following reasons:

- _____ Specifications to "tight", geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Invitation to Bid.
- _____ Specifications unclear (explain below).
- _____ We do not offer this product or an equivalent.
- _____ Our product schedule would not permit us to perform.
- _____ Unable to meet specifications.
- _____ Other (explain below).

REMARKS: _____

We understand that if the "No Bid" letter is not executed and returned, our name may be deleted from the list of qualified bidders for Tampa Sports Authority.

COMPANY NAME: _____

SIGNATURE: _____

PRINTED NAME: _____

PHONE NUMBER: _____ DATE: _____

BID CHECKLIST

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

- General Terms and Provisions Acknowledgment “Vendor’s Signature”.
- Guarantee of Bid Proposal
- Acknowledgment of Addenda (If applicable)
- Acknowledgment of Bidder
- Bid Bond (If applicable)
- Performance and Payment Bond (If applicable)
- Acknowledgment of Principal, If Corporation
- Legal Status of Bidder
- Bidder Qualification Form
- Statement of No Bid (Complete this form only if not submitting a bid)

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

Date _____