

Invitation to Bid
Baseball & Softball Field Improvement Services
12-2016/2017



PENSACOLA
S T A T E C O L L E G E

Deliver Sealed Bid and Two Copies to:

Director of Purchasing and Auxiliary Services
Building 7, Room 737
1000 College Blvd.
Pensacola, FL 32504

Public bid opening: Pensacola State College will conduct a Public bid opening and evaluations on the date and time listed within the timeline which are held at Pensacola State College Board Room, 1000 College Blvd., Pensacola, FL 32504, Room 736. The College may choose to only open the individual bids and publicly announce who a bid was received from. The actual bid prices submitted will not be a public record until the date of posting or the number of days as defined in FS 119.071. Immediately following the bid opening, the Bid Evaluation Committee will evaluate the bids. This may require additional review by the committee or representative.

Timeline

The following timeline is a general guideline for issuance, evaluation, ranking and recommendation for award of this Invitation to Bid. The College reserves the right to change the dates of any events listed. Times listed are local time.

<u>DATE</u>	<u>EVENT</u>
January 24, 2017	ITB issue date
February 7, 2017, 9 am	Site Visit
February 9, 2017, 2 pm	Deadline for questions and requests for clarifications
February 21, 2017, 2 pm	Bids due

The timeline above is a proposed schedule. The College may amend the dates as required. All dates and locations of evaluation committee meetings will be posted to Purchasing's website: <http://www.pensacolastate.edu/business-psc/>.

Pensacola State College is a political subdivision of the State of Florida and as such is exempt from all Federal and State taxes. Pensacola State College reserves the right to reject any portion or all bids, to resolicit bids or not and to waive informalities as deemed in the best interest of Pensacola State College. The bid shall remain in force for thirty (30) days after the time of opening.

ANTI-COLLUSION STATEMENT: The Bidder by signing and submitting a bid has "not" divulged to, discussed or compared his/her bid with any other Bidders and has not colluded with any other Bidders or parties to a bid whatsoever. (NOTE: Including there have been No premiums, rebates or gratuities paid or permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of award of any resulting contract from this bid and the Bidder being debarred for not less than three (3) years of doing business with Pensacola State College.)

1.0 OVERVIEW

Pensacola State College is soliciting qualified bids from qualified firms to provide materials and labor to perform improvements to ballfield infields including installing pitcher’s mound and home plate for Baseball field and a home plate for Softball field located on the Pensacola Campus, 1000 College Blvd., Pensacola, FL 32504 as specified in Attachment A.

- 1.01 In order to maintain a fair and impartial competitive process, Pensacola State College shall avoid any oral communication with prospective bidders other than through the purchasing office during the bid process. However, all solicited bidders will be provided a copy of all written questions submitted and Pensacola State College’s responses to them, unless the written inquiry pertained to an administrative or procedural matter. Send all inquiries to the attention: Director, Purchasing and Auxiliary Services, Email: purchasing@pensacolastate.edu

From the date of issuance of this ITB, until a proposal is made, Respondent must not make available or discuss its proposal, or any part thereof, with any employee or agent of the College, unless permitted by the Director of Purchasing and Auxiliary services, in writing. Contacting the College’s personnel or members of the College’s District Board of Trustees, either directly or indirectly, regarding this ITB, the selection process or any attempt to further a proposer’s interest in being selected, may result in proposer being disqualified and shall render the award to said proposer voidable by the College.

Questions concerning this ITB shall be directed to Purchasing@PensacolaState.edu and to no other person or department at the College. Questions and requests must be in writing and must be received no later than the date and time indicated in the timeline.

- 1.02 Any addenda issued prior to the opening of the ITB for the purpose of changing the specifications of this request for proposal or related documents, or clarifying the meaning of the same, shall be binding in the same way as if originally written in the ITB specifications and related documents. Since all addenda are available to proposers at the office of the Pensacola State College Director of Purchasing and Auxiliary Services, it is each bidder’s responsibility to check with the issuing office and immediately secure all addenda before submitting your bid. The Pensacola State College Director of Purchasing and Auxiliary Services emails addenda to all known prospective bidders, but no guarantee can be made that addenda will be received.

- 1.03 The bidder is assumed to be familiar with all Federal, State of Florida and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the proposer will in no way relieve you from your contractual responsibility. Any resultant award shall include requirements that the resultant contract shall be governed by the laws of the State of Florida.

- 1.04 As deemed in the College’s best interest, the College reserves the right to reject any or all bids submitted, resolicit bids or not, award any portion(s) of this ITB, waive informalities, issue to all responsive bidders request for information (RFI’s), issue requests to negotiate with finalist and solicit best and final offers, evaluate to determine technical equivalents, award this ITB on a Lot by Lot basis to the responsive low bidder meeting specifications.

- 1.05 QUALIFICATIONS: Bidders shall furnish documentation of the following:
- a. He or She is currently registered with or hold an unexpired License issued by the Florida Construction Industry Licensing Board in accordance with current applicable regulations, Licensing of Construction Industry, Florida Statutes.
 - b. He or She presently maintains a permanent bona fide place of business practicing this type of work and has had the appropriate experience.

- c. He or She has available, or can obtain, adequate equipment and financial resources to undertake and execute the Contract properly and expeditiously, in accordance with present day practices.
- d. All subcontractors shall be fully licensed in the State of Florida and shall be bondable. Submit copies of current license and documentation from bonding company showing compliance.
- e. He or She shall submit with the Bid the enclosed document entitled "Sworn Statement under Section 287.133(3) (a), Florida Statutes. On Public Crimes".

The apparent successful bidder shall also, at the request of the College, submit a fully executed "Contractor's Qualification Statement" AIA Document A305. The College reserves the right to take into consideration the quality of references of the apparent low bidder of a general construction contract.

- 1.06 LICENSE: In accordance with Chapter 489.113, Florida Statutes, all individuals or entities engaging in and providing construction services shall be licensed in the State of Florida for that activity. This license requirement includes general and sub-contractors.

The successful low bidder shall be required to submit a list of all contractors to be involved in said project with applicable license numbers (see form included in these documents), including a photographic copy of current license certificates. Submittal of proof of license shall be made with, and as a part of signed contract.

Prime Contractor shall submit proof of licensure with the Bid Form. Failure to submit required proof of license shall be cause for Owner to reject bid as non-responsive, and award bid to second lowest qualified bidder.

- 1.07 DISQUALIFICATION OF BIDDER: More than one Bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one Bid for the same will cause the rejection of all Bids which such Bidder is believed to be interested. Bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices are obviously unbalanced may be rejected.

- 1.08 MODIFICATION OF BID: Bid modifications will be accepted from Bidders if addressed to the Owner at the place where Bids are to be received and if received prior to the opening of the Bids. Modifications may be in written or telegraphic form. Modifications will be acknowledged by the Owner before opening of formal Bids.

- 1.09 WITHDRAWAL OF BIDS: Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the Bid after it has been opened.

- 1.10 BUILDING PERMIT: A permit will be issued to the Contractor by the Facilities Planning and Construction Department of Pensacola State College.

- 1.11 SECURITY: The Contractor shall be responsible for maintaining security, and the contractor shall be responsible for replacement or repair of items and/or equipment stolen, lost or damaged while the building security is under the care of the Contractor. The Contractor shall be responsible for having a job superintendent present whenever work is in progress. The Contractor shall not change superintendent without the Owners approval.

2.00 GENERAL

- 2.01 BASIC DEFINITIONS: Unless otherwise expressly stated, wherever in the Contract Documents the word 'provide' is used, it shall mean furnished and installed in place, complete and tested. The terms Architect, Building Inspector, and Engineer are used interchangeably.

- 2.02 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS: If a discrepancy occurs on drawings, in specifications, or between drawings and specifications, the greater quantity or value takes precedence.
- 2.03 WARRANTY: The warranty herein guarantees the proper operation of all structures, components and systems constructed or installed by the contractor for a period of one year after the date of substantial completion.

If within the guarantee period, repairs or changes are required in connection with the guarantee work, which in the opinion of the College is rendered necessary as the result of the use of materials, equipment, or workmanship, which are defective, or inferior, or not in accordance with the terms of the Contract, the Contractor shall, promptly upon receipt of notice from the College, and without expense to the College, proceed to:

Place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein; and Make good all damages to the structure or site, or equipment or contents thereof which, in the opinion of the College are the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, or the equipment and contents or structures or site disturbed in fulfilling any such guarantee.

- 2.04 INDEMNIFICATION: To the fullest extent permitted by law, the firm shall indemnify, hold harmless and defend the College, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the firm or other person utilized by the firm in the performance of the work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the College as set forth in Section 768.28, Florida Statutes.

- 2.05 SUBCONTRACTORS: The Contractor shall not contract with any person or entity declared ineligible under Federal laws or regulations from participating in federally assisted construction projects or to whom the Owner or the Architect has made reasonable objection.

- 2.06 CHANGES IN WORK: Maximum percentages of overhead and profit which may be added by the Contractor to actual costs of such changes in the work are specifically set forth as follows:

For all work done by his organization, or subsidiaries of his organizations, including work traditionally considered as subcontractor work, the Contractor may add 15% of his actual costs for combined overhead and profit. For any work performed by a subcontractor or forces under the respective subcontractor including any sub-subcontractors or persons not in the direct employ of the subcontractor, a total of 15% of the cost of the change, with 10% to be assigned to the subcontractor and any forces under him and the General Contractor may add 5% of the cost above subcontractor's cost for his overhead and profit.

The above percentages shall be considered reasonable allowance for overhead and profit due to the contractor. The Contractor shall submit receipts or other evidence showing his costs and his right to the payment claims. All changes in work shall be provided with a detailed cost breakdown indicating material and labor units for all work to be performed. In addition, the cost breakdown shall contain all current tax and labor burden. The allowable amount for the material tax shall be 7.25% and for labor burden shall be 30%.

3.00 SPECIAL CONDITIONS

- 3.01 Florida sales tax exemption no: 85-8012557294C-2.

- 3.02 Pensacola state college reserves the right to reject any or all ITBs/proposals received, to resolicit or not and to waive informalities as deemed in the best interests of the College.
- 3.04 Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a ITB on a contract to provide goods or services to a public entity, may not submit a ITB on a contract with a public entity for the construction or repair of a public building or public work, may not submit ITBs on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. All invitations to ITB, as defined by 287.012(11)FS, request for proposals, as defined by 287.012(15)FS, and any written contract document of the state shall contain a statement informing entities of the discrimination provisions.
- 3.05 Pensacola State College reserves the right to award an individual lot or a combination of lots; reject any or all lots, whatever seems in the best interest of the College.
- 3.06 The specifications listed are meant to demonstrate the work parameters required, and the functional limits listed are to be considered minimal unless changed by addendum to the bid. Bid evaluation will be made strictly from the minimal specification. Each particular specification which the equivalent offered which does not meet must be identified and submitted along with the detailed specification sheet of the equivalent offered.
- 3.07 The successful bidder shall fully guarantee all items furnished against defect in materials and/or workmanship for a period of 365 days from date of final acceptance by Pensacola State College. Should any such defect, except for normal wear and tear, appear during the warranty period, the successful bidder shall commence repair or replace same at no cost to Pensacola State College within 72 hours after notice.
- 3.08 Proposal tabulations with recommended awards will be posted on the purchasing web page http://pensacolastate.edu/purchasing/current_solicitations.asp

A notice of intended decision to recommend or reject proposals shall be posted in the Purchasing Department and College website at <http://www.pensacolastate.edu/business-psc/>. If a potential Protestor desires to protest a decision or intended decision of the College, the potential Protestor must timely deliver a Notice of Intent to Protest within seventy-two (72) hours of the College's posting of its decision or intended decision. A potential Protestor's failure to timely file a Notice of Intent to Protest within the seventy-two (72) hour time period shall constitute a waiver of the right to protest proceedings.

A Notice of Intent to Protest shall: (i) be delivered to the Pensacola State College's Purchasing Department and addressed to the Director of Purchasing and Auxiliary Services at 1000 College Blvd., Pensacola, FL, 32504; (ii) identify the solicitation by number and title or any other language that will enable the College to identify it; and (iii) state that the person intends to protest the decision. The seventy-two (72) hour period will not be extended by service of the Notice of protest by mail.

The Protestor must then timely deliver a Formal Written Protest to Pensacola State College's Purchasing Department and addressed to the Director of Purchasing and Auxiliary Services at 1000 College Blvd., Pensacola, FL, 32504 within ten (10) days after the date the Notice of Intent to Protest was filed. The seventy-two (72) hour period will not be extended by service of the Notice of Protest by mail. The Formal Written Protest must include the required filing fee and security bond as specified herein. The failure of the Protestor to timely file the Formal Written Protest or to timely file the filing fee and security bond shall constitute a waiver of the Protestor's right to protest proceedings and/or the denial and dismissal of the Protestor's protest.

The formal written protest shall contain the following information:

1. The identification of the Protestor.
2. A statement of when and how the Protestor received notice of the College's action or proposed action.
3. A statement of the material facts alleged, including a statement of the specific facts the Protestor contends warrant reversal or modification of the College's proposed action.
4. A statement of the specific rules or statutes that the Protestor contends require reversal or modification of the College's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes.
5. A statement of the relief sought by the Protestor, stating precisely the action Protestor wishes the College to take with respect to the proposed action.

A Protestor may only protest a decision or intended decision of the College resulting from a competitive solicitation for a contract of \$65,000 or more. A valid Protest must allege that the College violated law, regulation, its rules and/or procedures or the terms, conditions or specifications contained within the competitive solicitation documents. Mere disagreement with the result of a competitive solicitation is not sufficient grounds for a valid Protest.

Notwithstanding anything in this procedure to the contrary, a protest may not challenge the relative weight assigned to the solicitation evaluation criteria by the College, or the formula for assigning points in making an award or recommendation of award.

For the purposes of determining timeliness of any notice or filing or the tolling of any time period under this process: (i) references to "days" shall mean calendar days; (ii) in the event that the final day for a College employee or official to respond or for a person to file a protest or appeal falls on a Saturday, Sunday, or a College observed holiday, the date for responding or filing such protest or appeal shall be extended until the next day which is neither a Saturday, Sunday, or College observed holiday; and (iii) notices received by the College after the close of the College's business hours at 4:00 p.m. local time, shall be deemed received by the College effective as of the next business day of the College.

The Protestor shall be liable for all of its own costs and expenses incurred related to a Protest, including all appeals. The Protestor shall file with the Purchasing Department, a security in the form of a certified check, letter of credit or protest bond (in a form, and with such terms, approved by the College) payable to the College in an amount equal to two percent (2%) of the estimated contract amount, or proposal amount. If no contract price was submitted, the College shall estimate the contract amount based on factors including, but not limited to, the price of previous or existing contracts for similar contracts or services. Such bond or other security must be received prior to the expiration of the time for filing the Formal Written Protest. If the protest is successful, the posted security will be refunded in full. If the protest is unsuccessful, the security shall be returned, less all fees, expenses, damages, costs and charges incurred by the College.

Noncompliance with these filing requirements within the applicable deadline for filing of the Protest shall be deemed to be a waiver by the Protestor of the right to protest proceedings under this procedure.

- 3.09 Contractor and subcontractor personnel are not permitted to use the campus facilities. Smoking is not permitted in any campus facility. Profane language or improper behavior will result in immediate termination from the construction site.

The Contractor shall erect temporary barricades and fencing as required to keep the unauthorized out of the construction area, and provide signs that read. "This area is a designated construction site; anyone who trespasses on this property commits a felony per Florida Statute 810.09(2d).

BID FORM

Total Lump Sum Cost as specified \$ _____

Payment Terms: Net 30 days or prompt payment discount of ____%, ____ Days offered by Proposer.

Estimated completion after notice to proceed: _____

Firm

Authorized Agent Name

Signature

Date

Firms certify by their signature they have read and understand the conditions and specifications of this Invitation to Bid and they have the authority, capacity, and capability to perform all conditions and specifications of this Invitation to Bid.

Attachment A
Scope of Work

Pensacola State College is soliciting qualified bids from qualified firms to provide materials and labor to perform improvements to ballfield infields including installing pitcher's mound and home plate for Baseball field and a home plate for Softball field located on the Pensacola Campus, 1000 College Blvd., Pensacola, FL 32504.

This shall include the following:

Baseball field

1. Stripping existing sod on infield, hips and 30 feet behind back radius
2. Adding sand, till and laser grade area to prepare for sod
3. Adding infield mix, till and laser grade infield clay area
4. Build new pitcher's mound and home plate area
5. Install new home plate, pitching rubber and base anchors
6. Install certified Bermuda 419 sod in 42" rolls

Softball field

1. Install loads of infield mix to infield, till and laser grade
2. Install infield conditioner
3. Install new home plate, pitching rubber and base anchors