



**PENSACOLA**  
STATE COLLEGE

INVITATION TO BID  
ITB # 10-2018-2019

Sealed Bids will be received by the District Board of Trustees, Pensacola State College, Building 7, Room 736, 1000 College Boulevard, Pensacola, Florida 32504-8998, **until 2:00 P.M., local time, February 19, 2019**, at which time and place all bids will be publicly opened and read aloud, for the construction of:

**MONUMENTAL ENTRANCE SIGN  
FOR  
PENSACOLA STATE COLLEGE - WARRINGTON CAMPUS**

For the District Board of Trustees, Pensacola State College, Pensacola, Florida, according to the contract documents, drawings, specifications and general conditions pertaining thereto for the work as prepared by the Architect:

**CALDWELL ASSOCIATES ARCHITECTS  
116 North Tarragona Street  
Pensacola, FL 32502  
PH# (850) 432-9500  
FAX# (850) 438-6537**

Any early bids (prior to 1:50 PM, on the Bid Opening Date) shall be delivered to: College Purchasing and Auxiliary Services Office, Building 7, Room 737, on the Pensacola Campus of Pensacola State College.

Any Bids received after the stipulated time of bid opening will be returned unopened.

In the case of discrepancies occurring in stated amounts in the Contractor's Bid, the Owner (District Board of Trustees, Pensacola State College) reserves the right to adopt prices written in words, or to reject the bid.

Plans, specifications and contract documents may be requested from the Architect. For permission to view and download the files, contact Michelle Burch at [michelle@caldwell-assoc.com](mailto:michelle@caldwell-assoc.com). The following information must be provided: Company Name, Company Address, Point of Contact Name and Title, Phone Number, & Email Address.

A bid bond or deposit, in the amount of five percent (5%) of the base bid will be required to accompany each bid, as guarantee that the successful bidder, will enter into a contract with the Owner, if desired by same. Any bid deposit must be in the form of a Certified Check, or a Cashier's Check. The bid bond or deposit will be held as liquidated damages, in the event that the successful bidder refuses to enter into a contract with the Owner. In addition, the successful bidder shall provide a one hundred percent (100%) Performance Bond and one hundred percent (100%) Labor and Material Payment Bond(s), with a surety insurer authorized to do business in the State of Florida as surety, satisfactory to the Owner.

Failure to file a protest within the time prescribed in F.S 120.57(3), or failure to post the bond or other security as required by F.S. 287.042(2)(c) shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. All protests must be delivered to the Director of Purchasing & Auxiliary Services, Pensacola State College, 1000 College Blvd., Pensacola, FL. 32504 within the time prescribed in Chapter 120, Florida Statutes to be considered valid.

The Owner (District Board of Trustees, Pensacola State College, Florida) reserves the rights to reject any and all bids, to waive informalities in bidding and to accept the bid that embraces such combination of proposals and alternates as may promote the best interest of the Owner.

The bid shall remain in force for thirty (30) days after the time of opening.

In accordance with F.S. 286.011 (1), the bid evaluation committee meeting is scheduled to be held in the Barfield Administration Building, Room 737, on February 19, 2019, at 2:15 PM.

Any person(s) requiring reasonable accommodations, in accordance with the provisions of the Americans With Disabilities Act, for attendance at the scheduled bid opening, shall contact the Office of the Director of Purchasing and Auxiliary Services, at least seventy-two (72) hours in advance of the scheduled bid opening deadline.

END OF SECTION 00 11 00

## **SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS**

### PROCUREMENT OF DOCUMENTS:

Refer to Section 00 11 00 - Invitation to Bid.

### EXAMINATION OF DOCUMENTS AND SITE:

Bidders shall carefully examine the Bidding Documents, the existing facility and the construction site to obtain first hand knowledge of the existing conditions. Each bidder shall fully inform himself prior to bidding as to all existing conditions and limitations under which the work is to be performed.

### INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS:

Each Bidder shall examine the Bidding Documents carefully; and, no later than February 8th, 2019, he/she shall make a written request to the Architect for interpretation or correction of any ambiguity, inconsistency or error which he may discover. All inquiries shall be submitted by email to Michelle Burch at michelle@caldwell-assoc.com. All interpretations or corrections will be issued as addenda. The Architect and/or Owner will not be responsible for oral clarifications. Only written addenda will become a part of the contract documents. Should any conflicts exist in the contract specifications and/or drawings, the most stringent of the items in conflict shall apply.

### SUBSTITUTIONS:

Each Bidder represents that his Bid is based upon the materials and equipment described in the Bidding Documents. No substitution will be considered unless written request has been submitted to and received by the Architect for approval at least ten (10) days prior to the date for receipt of Bids. In addition to the manufacturers printed literature, each request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance test data and any other data or information necessary for a complete evaluation.

If the Architect approves any proposed substitution, such approval will be set forth in an addendum. The contractor is responsible for ensuring that the prices provided include all items suitable for this project.

### FAMILIARITY WITH LAWS:

The Bidder shall be familiar with all Federal, State and local laws, ordinances, rules and regulations affecting the work. Ignorance of them on the part of the Bidder shall in no way relieve him from responsibility of complying with the requirements stated therein.

### FLORIDA PRODUCTS AND LABORS:

The Bidder's attention is called to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal.

### BASIS OF BID:

The Bidder shall include with his Bid all unit cost items, quantity estimates, and alternates indicated on the Bid Form. Failure to comply may be cause for rejection.

If the Owner wishes to learn the relative or additional construction cost of an alternative use type of material, or an increase or decrease in scope of the project, these items will be defined as alternates and will be specifically described by the Drawings and/or Specifications. Alternates will be listed in the Bid Form in such a manner that the Bidder shall be able to clearly indicate what sums he will add to or deduct from his Base Bid.

Such alternates may or may not be accepted, but if so, it is the intention of the Owner to accept them in any order or combination he chooses and not necessarily in the order listed on the Bid Form.

No segregated Bids or assignments will be considered.

### PREPARATION AND SUBMISSION OF BIDS:

Bid Form: (Submit in triplicate) Bidders shall submit an original and two copies.

Each Bidder shall use the Bid Form supplied and/or bound herein and indicate his Bid prices thereon in the proper spaces for the entire Work and for the alternatives on which he bids. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions, or irregularities of any kind may be rejected by the Owner.

List of Subcontractors:

The Contractor shall, with his bid, submit to the Owner a list of all his subcontractors. This list shall include each company name, if it is a subcontractor, the character of his work or the materials it supplies, the address and telephone number and the name of the person with whom the Contractor is dealing.

Bid Guarantee - Five Percent (5%):

Bids shall be accompanied by a Bid Guarantee which shall be a Bid Bond, Cashier's Check, or Bank Draft, made payable to:

**Pensacola State College**

Such check or bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his Bid for a period of thirty (30) days after the scheduled closing time for the receipt of Bids; that, if in accordance with the form of agreement included as part of the Contract Documents; that the required bond will be given; and that, in the event of the withdrawal of Bid within said period, or failure to enter into Contract and give bond within ten (10) days after he has received notice of acceptance of his Bid, and receipt of Contract Agreement, the Bidder shall be liable to the Owner for the full amount of the Bid Guarantee as representing the damage to the Owner on account of the default of the Bidder in any particular thereof.

The Bid Guarantee shall be returned by mail to all except the three lowest Bidders after the formal opening of Bids. The Owner reserves the right to hold the Bid guarantee of the lowest three Bidders until after they have executed the Contract with the accepted Bidder and the Performance and payment Bond have been certified by the Owner.

If the Owner fails to issue an "Acceptance of Bid" to a Bidder within thirty (30) days after the date of the opening of the Bids, then the Bid Guarantee of any Bidder will be returned upon his request.

Submission of Bids:

Submit Bid in an opaque, sealed envelope. Identify the envelope with project name and name of Bidder. Submit in accordance with Invitation to Bid.

BIDDER'S QUALIFICATIONS:

1. The apparent successful bidder shall, upon the request of the Architect, furnish documentation of the following:
  - a. He or She shall meet the Contractor's Qualifications listed in Article 15010.1.
  - b. He or She is currently registered with or hold an unexpired Certificate issued by the Florida Construction Industry Licensing Board in accordance with current applicable regulations, Licensing of Construction Industry, Florida Statutes.
  - c. He or She presently maintains a permanent bona fide place of business practicing this type of work and has had the appropriate experience.
  - d. 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.
  - e. 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.
  - f. 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".

2. The apparent successful bidder shall also, at the request of the Architect, submit a fully executed "Contractor's Qualification Statement" AIA Document A305. Copies of A305 are available for examination at the office of the Architect.

#### 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.

#### 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.

#### 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.

#### 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.

#### RECEIPT OF OPENING BIDS:

Bids will be opened publicly at the time and place stated in the Invitation. The person whose duty it is to open them will decide when the specified time has arrived, and no Bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified.

At the time fixed for the opening of Bids, the contents of the Bid Form will be made public for the information of the Bidders and other interested, who may be present either in person or by representative.

#### REJECTION OF BIDS:

The Owner reserves the right to reject any or all Bids when such rejection is in the interest of the Owner, and to reject the Bid of a Bidder, in the Architect's opinion, who is not in a position to perform the Contract, or whose list of subcontractors is improperly prepared.

#### AWARD OF CONTRACT:

The Contract will be awarded within thirty (30) days to the lowest qualified Bidder, provided his Bid is reasonable and it is in the best interest of the Owner to accept it.

The Owner reserves the right to waive any informality in Bids received when such a waiver is in the best interest of the Owner.

BUILDING PERMIT:

A permit will be issued to the Contractor by the Facilities Planning and Construction Department of Pensacola State College.

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.

SPECIAL POLICY AND PROCEDURES:

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).

**END OF SECTION 00 21 13**