

Invitation to Bid—Long-Term Land Lease



PENSACOLA
STATE COLLEGE

Due: November 26, 2024, @ 2:00 PM, Local Time

The District Board of Trustees of Pensacola State College, Florida, hereby extends an Invitation to Bid for the Long-Term Leasing of Land, for a term of up to forty (40) years, as specified in Resolution number 2024-10-22-2 and adopted by the District Board of Trustees of Pensacola State College.

Please review and deliver your formal bid as the original, and one copy by the date and time shown on the Bid Form to:

SEALED BID # ITB 4-2024/2025

Clark Puckett, Director of Purchasing
1000 College Blvd.
Pensacola, FL 32504

Indicate the bid number outside of your sealed bid envelope to assist in identifying your bid.

Public bid opening: Pensacola State College will conduct a Public bid opening and evaluation immediately following the date and time listed above at Pensacola State College Board Room, 1000 College Blvd. Pensacola, FL 32504, Room 736. The College may choose only to open the individual bids and publicly announce whom a bid was received from. The bid prices submitted will be a public record on the posting date or the number of days 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 representatives.

Timeline

The following timeline is a general guideline for issuance, evaluation, ranking, and recommendation for the award of this bid request. The College reserves the right to change the dates of any events listed.

TIME	DAY/DATE	DESCRIPTION
	Publish ITB	October 30, 2024
2:00 PM	November 12, 2024	Questions regarding ITB due
2:00 PM	November 26, 2024	ITB due
10:00 AM	November 26, 2024	Meeting to review, rank, and Shortlist Proposals
11:00 AM	TBD*	Interview Shortlist and Final Ranking*
5:00 PM	January 21, 2025	Present the negotiated Lease to the Board of Trustees for final approval.

*If deemed necessary by the College.

Pensacola State College is a political subdivision of the State of Florida and is exempt from all Federal and State taxes. Pensacola State College reserves the right to reject any portion or all bids, to solicit 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 opening.

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

1.0 OVERVIEW

Pensacola State College is soliciting bids from individuals or firms for the Long-Term Leasing of the land parcel as provided in Appendix A of this bid. The successful bidder will have the opportunity to negotiate a lease with terms acceptable to both parties. If both parties cannot agree in good faith, then the College is under no obligation to proceed with finalization of the lease with that bidder. If this occurs, the College may, at its discretion, proceed with negotiations with the next highest-ranked bidder or choose to cancel the solicitation entirely, whichever is deemed in the best interest of the College.

The lease terms shall include, among other terms, provisions substantially similar to the following. The Tenant/Lessee shall:

- Provide premises liability insurance naming the College as an additional insured.
- Provide hazard insurance covering any loss of the improvements on the leased premises.
- Pay all real property ad valorem taxes on the leased property when due.
- Be responsible for all construction and maintenance of the building(s).
- Grant the College the right to approve any sublease or assignment of the lease.
- Keep the property free and clear of any liens and/or encumbrances that might affect the College's ownership rights in the land.
- Pay rent when due, subject to additional liquidated damages for late payment.
- Comply with all laws, ordinances, rules, and regulations related to the design, planning, construction, occupation, and use of the building(s) to be placed on the leased premises.
- Pay all sales and use taxes on the rent.

1.1 COMMUNICATION

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 unless the written inquiry pertains to an administrative or procedural matter. **Send all inquiries to purchasing@pensacolastate.edu.**

1.2 ADDENDA

Any addenda issued before the opening of the ITB to change the specifications of this request for proposal or related documents, or clarify the meaning of the same, shall be binding in the same way as if originally written in the ITB specifications and associated documents. Since all addenda are available to proposers at the Pensacola State College Director of Purchasing and Auxiliary Services office, each bidder must check with the issuing office and immediately secure all addenda before submitting your bid. The Pensacola State College Director of Purchasing shall email addenda to all known prospective bidders, but no guarantee can be made that addendum will be received.

1.3 LAWS

The bidder is assumed to be familiar with all Federal, State of Florida, and local laws, ordinances, rules, and regulations that 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 laws of the State of Florida shall govern the resulting contract. Pensacola State College is a political subdivision of the State of Florida and is exempt from all Federal and State taxes.

1.4 AWARD

As deemed in the College's best interest, the College reserves the right to:

1. Reject any or all bids submitted.
2. To re-solicit bids or not.
3. To award any portion(s) of this ITB.
4. To waive informalities.
5. To issue to all responsive bidder's requests for information (RFI's).
6. To issue requests to negotiate with finalists and solicit best and final offers.
7. To evaluate to determine technical equivalents.
8. To award this ITB on a Lot by Lot basis to the responsive high bidder meeting specifications.
9. To award on an outright purchase or lease basis.

1.5 QUALIFICATIONS

This Bid has no special qualification requirements.

1.6 LICENSE

No License is required. Open to the Public.

1.7 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 before the opening of the Bids. Modifications may be in written or electronic form. The Owner will acknowledge changes before the start of formal Bids.

1.8 WITHDRAWAL OF BIDS

Bids may be withdrawn by written or electronic request from Bidders before the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right to withdraw the Bid after it has been opened.

1.9 TABULATIONS

Bid tabulations with recommended awards will be posted on the purchasing web page <http://www.pensacolastate.edu/business-psc/> Unless changed by addendum and will remain posted for 72 hours (not including Saturdays, Sundays, and legal holidays). Any notice of protest of the award or recommendation of the award shall be filed in writing to the Director of Purchasing within 72 hours after posting the ITB/RFP/RFQ bid tabulation. "Failure to file a protest within the time prescribed in section 120.57 (3), Florida statutes shall constitute a waiver of proceedings under chapter 120, Florida Statutes." A formal written protest must be filed within ten days after the notice of objection. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under chapter

120.57(3) Florida Statutes. Inspection or examination of sealed bids or proposals is available during regular working hours by appointment, upon notice of a decision or intended decision, or ten days after invitation to bid or proposal public opening, whichever is earlier.

2.00 Specifications

See Appendix A.

3.00 Pensacola State College reserves the right to reject any or all ITBs/proposals received, to re-solicit or not, and to waive informalities as deemed in the best interests of the College.

3.01 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 College's best interest.

3.02 Any "notice of protest" involving the specifications, the terms and conditions, or any other aspect of this invitation to bid (ITB), request for proposal (RFP), or request for qualification (RFQ) must be filed in writing within 72 hours after the receipt notice of the project plans and the solicitation specifications. A formal written protest must be filed within ten days of the date of the notice of objection. (Saturdays, Sundays, and legal holidays shall be excluded from these computations.) The formal written protest shall state with particularity the facts and law upon which the objection is based. Failure to file a notice of protest or a formal written protest within the time prescribed in section 120.57(3), Florida Statutes shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

BID FORM

Total Lump Sum Price for the item in Appendix A, as specified \$ _____

Name		DBA Name (if applicable)	
Address	Street/PO Box	City	
	State	Zip	
	Email Address		
Remit to Address	Street/PO Box	City	
	State	Zip	
	Email Address		
Contact Person	Name	Phone #	
	Email Address		
Address of Parent Company (if applicable)	Street/PO Box	City	
	State	Zip	
<div style="display: flex; justify-content: space-between; border-top: 1px solid black;"> _____ Name _____ Signature _____ Date </div>			

Appendix A—Specification

1.1 SUMMARY--

The property parcel is located at the Northwest corner of Garden Street and Devilliers Street, in the City of Pensacola, Escambia County, Florida. It is approximately 1.9 acres in size, with an existing parking lot on-site. A Google Maps link is provided below for a general overview. All bidders are expected to perform their own due diligence related to the parcel, including but not limited to, the viewing and inspection of the parcel.

1.2 PICTURES

