

DISTRICT BOARD OF TRUSTEES  
PENSACOLA STATE COLLEGE  
1000 COLLEGE BOULEVARD  
PENSACOLA, FLORIDA 32504-8998

**ITB 11-2010/2011**

March 1, 2011

**INVITATION TO BID (ITB) ON WSRE FARFIELD SITE TOWER RENOVATION**  
**FOR**  
**PENSACOLA STATE COLLEGE**

The District Board of Trustees of Pensacola State College, Florida hereby extends an Invitation to Bid on WSRE Fairfield Site Tower Renovation.

The Bid opening deadline is **Tuesday, March 15, 2011 at 2:00 p.m. local time**. All Bids must be mailed or delivered to the attention of the Director of Purchasing and Auxiliary Services at the address listed below:

Pensacola State College  
Angie C. Jones, Director  
Purchasing and Auxiliary Services  
1000 College Blvd  
Bldg 7, Room 737  
Pensacola, FL 32504

**I. GENERAL CONDITIONS**

1. **SEALED BIDS:** An original and two (2) copies must be mailed or delivered to the attention of Director of Purchasing and Auxiliary Services and be received in the Purchasing and Auxiliary Services Office, Pensacola State College, Barfield Administration Building 7 Room 737, 1000 College Boulevard, Pensacola, Florida 32504-8998 or be delivered to the Bid opening site, no later than **Tuesday, March 15, 2011 at 2:00 p.m. local time** and shall be clearly marked **Sealed ITB 11-2011/2011 – WSRE Fairfield Tower Renovation**.
2. **BID EVALUATION:** An evaluation committee meeting, in accordance with FS 286.011(1), is scheduled to be held on **Thursday, March 17, 2011, at 2:00 p.m.** in the Barfield Administration Building No. 7, Room 737, 1000 College Boulevard, Pensacola, Florida 32504-8998. Bid tabulations and award recommendations will be posted in the Purchasing Department, Pensacola State College and online at <http://www.pensacolastate.edu/visitors/vendors/currTabs.asp>. Posting normally occurs within 10 days of bid opening date.
3. **INSTRUCTIONS TO BIDDERS:** To ensure consideration of your bid, please follow these instructions. Bids not in compliance with conditions specified herein are subject to rejection.
4. **FACSIMILE BIDS:** Due to the requirement of sealed ITB responses, facsimile bids will not be acceptable as valid responses.

5. **DETERMINING FACTORS:** Services, costs, specifications and capability to provide these services and equipment will be determining factors in the awarding the Bid.
6. **QUESTIONS REGARDING ITB:** Pensacola State College has made every effort to provide prospective bidders with the information needed to appropriately respond to this ITB. Pensacola State College realizes that some clarification, interpretation, or additional information may be required.

Questions regarding any portion of this ITB shall reference the ITB number and be directed, in writing, to:

Pensacola State College  
Angie C. Jones, Director  
Purchasing and Auxiliary Services  
1000 College Blvd  
Pensacola, FL 32504

Questions may also be submitted by e-mail ([aciones@pensacolastate.edu](mailto:aciones@pensacolastate.edu)) or faxed to the attention of the Purchasing Director at (850) 484-1839.

All such written requests must be received no later than **3:00 PM, local time, Tuesday, March 08, 2011**. Responses to all requests for more information will be included in any addenda and will be made available to all Bidders by **Wednesday, March 09, 2011**. Any requests for information received after the deadline will not receive a response. Responses will not be made orally.

No interpretation shall be considered binding unless provided in writing by Pensacola State College in response to requests in full compliance with this provision. Bidders shall thoroughly examine and be familiar with the ITB. The failure or omission of any responder to receive or examine these documents shall in no way relieve any bidder of obligations with respect to this ITB or the subsequent contract or purchase order.

7. **DISCUSSIONS:** Informal communication shall cease on the date of issuance of this ITB and formal communications shall commence until bid is awarded. The Bidder must not discuss bid information, except for clarification requested by the College Purchasing Director, prior to the posting of the Bid results, with any employee, board member or authorized representative of the College. Violation of this restriction will result in **REJECTION** of the said bid.
8. **ADDENDA:** All addenda issued during the time of bidding shall become part of the Bid Documents, and receipt thereof must be acknowledged in writing with the Bid. The College accepts no responsibility for inaccurate Bids due to missed information contained in any addendum. Each Bidder should ensure that they have received all addenda and amendments to the ITB before submitting their bid. Please access the College web site at <http://www.pensacolastate.edu/visitors/vendors/curr solicit.asp> for any addenda.
9. **LATE BIDS:** It is the Bidder's responsibility to make certain that his/her bid is in the hands of the Purchasing Director prior to the opening time at the specified location. Pensacola State College accepts no responsibility for late or misdirected mail deliveries. Late Bids will not be considered.
10. **BID OPENING:** Shall be public, on the date, location and the time specified in the

ITB. It is the bidders' responsibility to assure that his/her Bid is delivered at the proper time and place of the Bid Opening. Bids which for any reason are not delivered as specified will not be considered. Offers by telegram, telephone or fax are not acceptable. A Bid may not be altered after opening of the Bids.

11. **EXECUTION OF BID:** Bids must contain a manual signature of authorized representative in the space provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made to bid price or terms must be initialed.
12. **CONFLICT OF INTEREST:** The award there under is subject to the provision of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of Pensacola State College. Further, all bidders must disclose the name of any Pensacola State College employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.
13. **CLARIFICATION:** The College reserves the right to request clarification of information submitted and to request additional information of Bidder, if needed.
14. **CONSIDERATION OF BIDS:** As its best interest may require and at its sole discretion, Pensacola State College reserves the right to make award(s) by the individual service, group of services, all or none, or any combination thereof; to reject any and all Bids or waive any minor irregularity, technicality or element deemed immaterial by the College, at its sole discretion, in the Bids received. The College reserves the right but is not obligated, to negotiate with the prevailing responder in order to improve a term or condition so that it is more beneficial to the College. All such waivers or negotiations, and the justifications therefore, will be reduced to writing. Bidders are cautioned to make no assumptions unless their Bid has been evaluated as being responsive to all bid requirements, submission requirements, general conditions and special conditions of this Invitation to Bid. The College shall not be responsible for any cost or expense incurred by the Bidder in preparing or submitting a bid or any cost prior to the execution of the contract agreement. In the event of an error in extending the total cost of any item, the unit price submitted will prevail.
15. **QUALIFYING BIDDERS:** Pensacola State College reserves the right to require a Bidder to submit such evidence of qualifications as it may deem necessary and may consider any evidence available concerning the financial and other qualifications of the Bidder.
16. **BID AWARD:** Award is expected to be made to the Bidder who best meets the requirements of Pensacola State College considering responsibility, responsiveness and price. A purchase order detailing agreed terms will be rendered between the College and the successful bidder. Terms of the contract will include any and all items as specified in the bid, plus mutually agreed terms and conditions.
17. **GOVERNMENTAL RESTRICTION:** In the event any court ruling, administrative rule, or governmental restrictions are interpreted or imposed so as to necessitate alteration of the material quality of the services offered in this Bidder to its completion, it shall be the specific regulation which required an alteration. The College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to

the College.

18. **DEFAULT:** Failure to perform according to this ITB and/or resulting contract or purchase order shall be cause for your firm to be found in default in which event any and all re-procurement costs may be charged against your firm. Any violations of these stipulations may also result in the Bidder's name being removed from Pensacola State College vendor mailing list.
19. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State, county and local laws and of all ordinances, rules, written opinions and regulations thereof shall govern development, submittal and evaluations of all Bidders received in response hereto and shall govern any and all claims and disputes which may arise between those submitting a Bidder response hereto and the College. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.
20. **PUBLIC RECORDS:** Any material submitted in response to this Request for Bidders will become a public document pursuant to Section 119.07, Florida Statutes. This includes materials which the Bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07(3) Florida Statutes.
21. **REASONABLE ACCOMMODATIONS:** Any person(s) requiring reasonable accommodations, in accordance with the provision of the American with Disabilities Act, for attendance at the Bid opening, will contact the Office of the Director of Purchasing at least seventy-two (72) hours in advance of the scheduled bid opening or Bidder submission deadline.
22. **PROTESTING A DECISION:** In accordance with Section 287.042(2) (c), Florida Statutes, any person who files an action protesting a decision or intended decision pertaining to contracts administered or purchases by the College pursuant to Section 120.57(5) (b), Florida Statutes, shall post at the time of filing the formal written protest, a bond payable to the College in an amount equal to 1 percent of the estimated contract amount. The bond shall be conditioned upon the payment of all costs which may be adjudged against him or her in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check, official bank check, or money order in the amount of the bond. If, after completion of the administrative hearing process and any appellate court proceedings, the College prevails, it shall recover all costs and charges which shall be included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the award, the bond, cashier's check, official bank check, or money order shall be returned to him or her. If the person protesting the award prevails, he or she shall recover from the College all costs and charges which shall be included in the final order of judgment, excluding attorney's fees. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.
  - A. Protest to the Solicitation. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation.

B. Protest to a Solicitation Amendment. Any notice of intent to protest or formal written protest to any amendment issued by the College must be filed within the time limits set forth in Section 120.57(3) (b), Florida Statutes. The formal written protest shall be filed within 10 days after the date the notice of protest is filed.

C. Protest of a Decision to Award or Notice of Intent to Recommend an Award. Any person who is adversely affected by the College's decision or intended decision shall file a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. Any notice of protest or formal written protest to the award or intended award which is filed before the bid tabulation posting is null and void. To be considered a notice of intent to protest and a formal written protest must be filed within the time limits set forth in Section 120.57(3) (b), Florida Statutes.

23. **PIGGYBACK LANGUAGE:** With the consent and agreement of the successful bidder(s) purchases may be made under this ITB by other community colleges, state universities, district school boards and by other educational institutions or governmental entities within the state of Florida. Such purchases shall be governed by the same terms and conditions stated in the Bid solicitation as provided in State Board of Education Rule 6A-14.0734 (2) (c).
24. **PUBLIC ENTITY CRIME:** In accordance with FS 287.133, 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 or 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 Proposals 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 FS 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Your signature on the bid sheet certifies that your firm has not committed any public entity crime as specified.
25. **TAXES:** Sales to Pensacola State College are exempt from state sales tax. State sales tax certificate of exemption number 85-8012557294C-2 will be issued upon request.
26. **INSURANCE:** The successful bidder shall provide appropriate insurance as indicated hereafter:
- (a) Statutory Workers' Compensation and Employer's Liability coverage in the statutory amounts;
  - (b) Comprehensive General Liability coverage including personal injury and property damage, completed operations, explosions, collapse and underground operations, if any, broad form property damage, contractor's protective liability, in the minimum amount of \$5,000,000.00 combined single limit insuring the bidder.
  - (c) Automotive liability, bodily injury and property damage (including non-owned and hired vehicles) in the minimum amount of \$1,500,000.00 combined single limit;
  - (d) Owner's Protective Liability Insurance insuring Escambia County, Florida

(owner of the land) and “The District Board of Trustees of Pensacola State College, Florida” (owner of the tower) against any and all liability to third parties for damages for personal injury (including death) and property damage arising from work and any other liability for damages which bidder is required to insure against in the minimum amount of \$5,000,000.00 combined single limit; and

(e) All risk Builder’s Risk insurance policy on all Work to be performed, naming Escambia County, Florida (owner of the land) and “The District Board of Trustees of Pensacola State College, Florida” (owner of the tower) and the contractor as insureds as their interests may appear, insuring one hundred percent (100%) of full replacement cost.

(f) Certificates evidencing that all of the previously listed insurance is in force shall be forwarded to the Purchasing and Auxiliary services office prior to any work beginning. The Certificate of General Public Liability Insurance shall list Escambia County, Florida and The District Board of Trustees, Pensacola State College, Florida, as additional insureds.

29. All prices shall be **FOB Pensacola State College**, 1000 College Boulevard, Pensacola, FL 32504-8998.

30. All bids shall be submitted on this bid form, and shall be properly signed by an authorized representative, of the firm or entity submitting the bid, in order to be considered. Failure to complete and return response on this form may be cause for rejection of the response.

**NOTE: Any and all special conditions and specifications attached hereto which vary from these general conditions shall have precedence and shall control.**

## **SCOPE OF PROJECT**

This bid is for a multiple part project that will include Antenna Removal and disposal, Transmission line removal and disposal, Transmitter removal and disposal, and Building Renovations.

### **Site Location**

Tower and Transmitter Building  
1403 W. Fairfield Dr.  
Pensacola Fl. 32501

Lat: 30 26 36N  
Log: 87 14 3W  
FCC ASR # 103825

Successful bidder must coordinate project with:

WSRE TV: Darrel Harrison, Director of Engineering (For Site Visit)  
1000 College Blvd.  
Pensacola, FL 32504  
850.484.1285 (office)  
850 982-0110 (cell)  
[dharrison@wsre.org](mailto:dharrison@wsre.org)

and

Escambia County Health Department: Rudy Lopez, Facilities Manager  
1296 W. Fairfield Drive  
Pensacola, FL 32501  
850.554.3775 (cell)  
850.595-6688 (office)  
[rudy\\_lopez@doh.state.fl.us](mailto:rudy_lopez@doh.state.fl.us)

Submit with bid, proof of General Contractor's license.

Obligations of Contractor - CONTRACTOR represents to College that he has the knowledge and experience required to fulfill the role and CONTRACTOR agrees to perform his duties in a professional manner. Submit a minimum of 3 references that you have conducted similar services for.

Services should begin within 60 Days of award and be completed within 30 days of start of project.

## SPECIFICATIONS

### 1. Antenna and Transmission line removal and disposal

- Removal and disposal of a Harris TWS 30C Wavestar CH 23 UHF antenna.
- Antenna is approximately 64' in height and weighs 9,800 lbs.
- Antenna is top mounted on a 415' guyed Stainless G5 tower.
- Removal to include tuning stub and any antenna support hardware.
- Removal to include remounting and rewiring top obstruction beacon.
- Removal and disposal of approx 415' of vertical 6 1/8" hard copper transmission line, including any line hangers, support brackets and hardware.
- Removal and disposal of approx 50' of horizontal 6 1/8" line to transmitter building, including any line hangers, support brackets and hardware.
- Removal includes disposal of all items in an environmentally correct fashion.

### 2. Transmitter removal and disposal

- Remove Harris TVE55 water cooled dual klystron transmitter, ceiling mounted filterplexor, associated transmission line, heat exchanger (including roof penetrating cowling) and beam power supply.
- Removal includes all electrical breakers, fixtures and conduit back to a customer designated main breaker panel.
- Remove and dispose of spare klystron and carrier, spare parts and transmission line.
- Removal of 3 monitoring racks.
- Beam power supply is marked PCB free.
- As removal and disposal is accomplished temporary construction should be used to patch and secure building access as needed.
- Removal includes disposal of all items in an environmentally correct fashion.

### 3. Building renovations

- Repair opening in roof left by heat exchanger hood. Approx 3'6" X 8'2"
- Repair opening in building south wall left by heat exchanger air intake. Approx 8' X 3'
- Repair hole in south wall left by transmission line removal. Approx 17" X 16"
- Remove double doors in west wall of building, repair opening. Approx 5'6" X 6'11"
- All repairs to walls and roof should be made using similar materials used in original construction i.e. brick, block or cement where applicable.
- Floors should be patched / repaired as needed and painted grey. Approx 427 sq ft.



**REFERENCES**

1. \_\_\_\_\_  
FIRM OR ENTITY /CONTACT PERSON

\_\_\_\_\_

COMPLETE ADDRESS /CITY, STATE & ZIP CODE

\_\_\_\_\_

DATE OF LAST SERVICE PROVIDED /TELEPHONE NUMBER

2. \_\_\_\_\_  
FIRM OR ENTITY /CONTACT PERSON

\_\_\_\_\_

COMPLETE ADDRESS /CITY, STATE & ZIP CODE

\_\_\_\_\_

DATE OF LAST SERVICE PROVIDED /TELEPHONE NUMBER

3. \_\_\_\_\_  
FIRM OR ENTITY /CONTACT PERSON

\_\_\_\_\_

COMPLETE ADDRESS /CITY, STATE & ZIP CODE

\_\_\_\_\_

DATE OF LAST SERVICE PROVIDED /TELEPHONE NUMBER

**PRICING SHEET**

1. Antenna removal and disposal	\$ _____
2. Transmitter line removal and disposal	\$ _____
3. Transmitter removal and disposal	\$ _____
4. Building Renovations	\$ _____
<b>Total</b>	<b>\$ _____</b>

**Total Cost includes all expenses, including travel. No additional costs shall apply.**

**BID SUBMITTED BY:**

**FEDERAL TAX NUMBER:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**TYPED OR PRINTED NAME OF REPRESENTATIVE:** \_\_\_\_\_

**SIGNATURE OF REPRESENTATIVE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**DATE:** \_\_\_\_\_