

Invitation to Bid
Selling of Dirt – Warrington Campus
ITB 3-2024/2025



Due: October 8, 2024 @ 2:00 PM, Local Time

The District Board of Trustees of Pensacola State College, Florida hereby extends an Invitation to Bid the above referenced project for Pensacola State College, as specified in this proposal request.

Please review and deliver your formal bid as the original, two copies and a digital file by the date and time shown on the Bid Form to:

SEALED BID # ITB 3 - 2024/2025
Clark Puckett, Director of Purchasing
1000 College Blvd.
Pensacola, FL 32504

Indicate the bid number on the 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 on the date and time listed above 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 request for bid. The College reserves the right to change the dates of any events listed.

<u>DATE</u>	<u>EVENT</u>
September 6, 2024	ITB issue date
Week of September 16 – 20, 2024	Site Visit by Appointment
September 24, 2024 By 2Pm	Deadline for questions and requests for clarifications
October 8, 2024 By 2pm	Bids due

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 re-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 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 bids from individuals or firms to purchase the Dirt pile located on the Warrington Campus as provided in Appendix A of this bid.

1.1 COMMUNICATION

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 purchasing@pensacolastate.edu. All written questions and inquiries are due no later than 2:00PM, local time, September 24, 2024.**

1.2 ADDENDA

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.

1.3 LAWS

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. Pensacola State College is a political subdivision of the State of Florida and as such 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 bidders request for information (RFI's).
6. To issue requests to negotiate with finalist 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 low 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

In accordance with Chapter 489.113, Florida Statutes, all individuals or entities engaging in and providing services shall be licensed in the State of Florida for that activity (if applicable).

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 prior to the opening of the Bids. Modifications may be in written or electronic form. Modifications will be acknowledged by the Owner before opening of formal Bids.

1.8 WITHDRAWAL OF BIDS

Bids may be withdrawn by written or electronic 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.

1.9 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 a period of 72 hours (not including Saturdays, Sundays and legal holidays). Any notice of protest of award or recommendation of award shall be filed in writing to the Director of Purchasing, within 72 hours after the posting of 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 10 days after the date the notice of protest was filed. The formal written protest shall state with particularity the facts and law upon which the protest is based upon. 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 are available for inspection during normal working hours by appointment, upon notice of a decision or intended decision, or 10 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 best interest of the College.

BID FORM

Total Lump Sum Price for 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
Name _____		Signature _____	
		Date _____	

Appendix A—Specification

1.1 SUMMARY

Dirt is described as a blend of sandy materials, suitable for multiple uses. There is an estimated 50,000 to 60,000 cubic yards of material available under this bid. Dirt is located on the Warrington Campus for Pensacola State College.

1.2 DELIVERY, STORAGE, AND HANDLING.

- A. Purchaser must arrange for Pick-up and transportation of item(s), Pensacola State will not be responsible for delivery of item(s) to successful bidder. Purchaser will need to have dirt removed from the Warrington Campus by December 31, 2024. Should additional time be requested by the Purchaser, the College may negotiate a later removal date suitable to both parties.

1.3 WARRANTY

General Warranty: Dirt is offered as-is. No Warranty is provided.

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____