**Invitation to Bid**

**SPC Project 1707-A-13-4**

**Comprehensive Replanting, Habitat Park, Seminole Campus**

****

**Cooperative Funding by:**



***Date Advertised June 5th, 2013***

**BIDS TO BE OPENED PUBLICLY AT 3:00 P.M.**

**Friday, June 21st, 2013**

**Bid Opening at** -St. Petersburg College Services Building-Epicenter,

14025 58th Street North Clearwater, Florida 33760-3768, Room #217

**Deliver Bids to** - Jim Waechter, Associate Vice President

 St. Petersburg College Services Building-Epicenter,

Facilities Planning and Institutional Services

14025 58th Street North Clearwater, Florida 33760-3768, Suite #250

**Bids received after 3:00 P.M. Friday, June 21st, 2013 will be rejected.**

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# ***Project Summary and schedule***

This is a bid solicitation to provide labor and materials for SPC Project 1707-A-13-4 Comprehensive Replanting, Habitat Park, Seminole Campus. This project consists of habitat restoration through the establishment of varied site appropriate native plant species that will improve diversity of wildlife habitat, stabilize wetland soils, and reduce the recruitment of non-native and invasive plants. The project also includes watering of all new plants and one year warranty from time of initial planting.

**Project Schedule:**

Pre-planting invasive spraying by others – June 2013

Planting of 2,217 plants; 1,232 three gallon and 985 one gallon containers – July 2013

 First follow-up site inspection – October, 2013

 Second follow-up site inspection – February, 2014

 Third follow-up site inspection – June, 2014

 Final Site Inspection – October, 2014

Declining or dead plants identified at each inspection are to be replaced within 30 days of that inspection. Periodic payments, as identified in the following payment schedule, will be made after each replanting occurs.

**Payment Schedule:**

 Upon completion of initial planting – 50%

 Following first inspection and replanting – 20%

 Following second inspection and replanting – 10%

 Following third inspection and replanting – 10%

Following final inspection and replanting – 10%

If an unusually low number of plants are identified as dead or declining as a result of the second, or subsequent, inspections, the college may decide, at its sole discretion, to waive subsequent inspections and accelerate future payments.

**Planting Detail**

Plants are to be installed at grade or no more than 1 inch above grade to allow for settling after watering. No mulch is to be applied.

Planting hole is to be a minimum of 2 times larger than the container size and then backfilled with the existing soil.

All plants are to be identified with a wooden tree stake that extends a minimum of 36 inches above grade. The stakes should be painted (offsite) with a bright color or use bright colored marking ribbons tied securely to the stakes.

**Material Inspection:**

All plant material is to be inspected by SPC personnel prior to being unloaded from the contractor’s vehicle for planting. All plants are to be Certified Grade 1 material.

**Watering of Plant Materials**

All watering is to be done by the installing contractor. At a minimum, the following schedule should be adhered to:

 Weeks 1-4 3 application per week;

 Weeks 5-8 2 application per week;

 Weeks 9-13 1 application per week.

It is the responsibility of the contractor to monitor weather conditions and adjust the need for manual watering accordingly.

**Warranty Period**

Plants identified as dead or declining as a result of each of the four follow-up site inspections are to be replaced with identical (or better) material within 30 days of being identified as dead or declining. Each inspection is to be accompanied by SPC personnel. All payments will be made based on the fact that all plants are viable and surviving at the time of that payment.

**Site and Resource Access**

SPC will provide access to the site via a key, and access to potable water via an exterior hose faucet at the SPC Maintenance building. Transportation of water to the plant location is the responsibility of the contractor.

**Exhibit A - Overhead view of planting area (attachment at end of package)**

**Exhibit B – Plant list with size and quantities (attachment at end of package)**

# ***GENERAL CONDITIONS***

**Bidders**: To insure acceptance of the bid, follow these instructions.

**SEALED BIDS**: Bids shall be prepared in duplicate. Please return one copy of the Bid Reply Form to submit your bid, retaining the second copy and detailed specifications for your records. The number of the bid and the date of opening shall be shown on the envelope containing each bid. Bidders are requested to show their name and address on the envelope. All bids are subject to the conditions specified herein and on the attached Bid documents.

Completed bids must be submitted sealed in an envelope. Bids may be hand delivered to the Facilities Planning and Institutional Services Department, St. Petersburg College, Services Building – Epicenter, 14025 58th Street North, Clearwater, Florida 33760-3768 or mailed to Facilities Planning and Institutional Services, St. Petersburg College, P.O. Box 13489, St. Petersburg, Florida 33733-3489**.**

**EXECUTION OF BID**: Bid must contain a manual signature of an authorized representative in the space provided. Failure to properly sign proposal may invalidate same, and it may not be considered for award. All bids must be completed in pen and ink, typewritten or produced by computer. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids or corrections not initialed may not be tabulated. The original conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letterform, signed by bidders and attached to the bid.

1. **BID PREPARATION COSTS**: The College shall not be liable for any expenses incurred in connection with the preparation of a response to this ITB.
2. **BID OPENING**: Shall be public, on the date and the time specified in the bid form. All bids received after that time shall be returned, unopened. If you use an express (overnight) delivery service, do not use the Post Office Box. Direct your delivery to the street address. The College will not be responsible for late deliveries or delayed mail. It is the bidder’s sole responsibility to assure that his/her Bid is complete and delivered at the proper time and place of the bid opening. **Bids by email, facsimile, telegram or telephone are not acceptable**. Bids may not be altered in any way by the bidder after opening of the bids.
3. **NO BID**: If not submitting a bid, respond by returning one copy of the “No Bid” form, marking it “NO BID”, and explain the reason. Repeated failure to quote without sufficient justification shall be cause for removal of a supplier’s name from the bid mailing list.

Note: A bidder, to qualify as a respondent, must submit a “No Bid” and same must be received no later than the stated bid opening date and time.

1. **DELAYS:** The College, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of The College to do so. The College will notify Bidders of all changes in scheduled due dates by written addendum.
2. **REVISIONS AND AMENDMENTS**: The right is reserved, as the interest of the college may require, to revise or amend the specifications or drawings or both prior to the date set for opening of the bid, such revisions and amendments, if any, will be announced by an addendum to the bid. If the revisions and amendments are of a nature which requires material changes in quantities or prices, the date set for the opening of the bid may be postponed by such number of days as in the opinion of the Associate Vice President of Facilities Planning and Institutional Services which will enable bidders to revise their bid. In such cases the addendum will include an announcement of the new bid opening date. The bidders shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their bid.
3. **CONFLICT OF INTEREST**: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the College. Further, all proposers must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder’s firm or any of its branches.

In accordance with Section 112.313(3), Florida Statutes, no College officer or employee acting in a private capacity may rent, lease, or sell any realty, goods or services to the College, unless the transaction is otherwise exempted under Section 112.313(12), Florida Statutes Therefore, any vendor who is a College employee or who has an interest in the vendor’s firm, and the transaction is not otherwise exempted, cannot contract with the College to provide the services set forth in this ITB.

1. **DISQUALIFICATION**: Any or all bids will be rejected if there is reason to believe that collusion exists between bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.
2. **LEGAL REQUIREMENTS**: Federal, State, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
3. **BID BONDS, PERFORMANCE BONDS, AND CERTIFICATES OF INSURANCE**: Bid bonds, when required \_\_\_YES \_X\_\_NO, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After acceptance of bid, the Board will notify the successful bidder to submit a performance and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
4. **PRICES QUOTED**: Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the Unit Price quoted will govern. All prices F.O.B. destination, freight prepaid (unless otherwise stated in Special Conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
5. TAXES: The College does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use tangible personal property in the performance of contracts for the improvement of the College owned real property as defined in chapter 192 of the Florida Statutes.
6. MISTAKES: Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder’s risk. In the event of extension error(s), the unit price will prevail and the bidder’s extension and total offer will be corrected accordingly. In the event of addition error(s), the unit price and extension thereof will prevail and the bidder’s total offer will be corrected accordingly.

 Exception: If the unit price is so under/overstated that it is an obvious error, the extended line item price may be divided by the estimated quantity, or decimal corrected, to establish the intended unit price (a price that should be consistent with the other unit price bids). Verification of the error must be made in writing by the bidder. Price realism shall prevail over the “unit price governs” rule.

1. CONDITIONS AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) and that all containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
2. BIDDER’S CONDITIONS: The Board specifically reserves the right to reject any conditional bid.
3. **EQUIVALENTS**: If bidder offers makes of equipment or brands of supplies other than those specified in the following bid form, they must indicate so on their bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers’ and brand names, when listed are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the bid form the manufacturer’s name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.

1. **NONCONFORMANCE TO CONTRACT CONDITIONS**: Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor’s expense. These items and items not delivered as per delivery date in bid and/ or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder
2. **SAMPLES**: Samples of items when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder’s expense. Bidders will be responsible for the removal of all samples furnished within 30 days. Each individual sample must be labeled with the bidder’s name, bid number, and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the office of Facilities Planning and Instructional Services. In addition the College reserves the right at any reasonable time to inspect the bidder’s facilities in order to determine that bidder has a bona fide place of business and is a responsible bidder.
3. **PROOF OF FUNCTIONAL CAPABILITIES**: It should be understood by the vendor that award of this contract may be subject to satisfactory proof of functional capabilities of the equipment, services, and items as specified under this solicitation. If required, the vendor will have to demonstrate these capabilities within seven (7) days after conditional award.
4. **SUBSTITUTIONS**: The College WILL NOT accept substituted shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their bid once awarded by the College. Any substitute shipments will be returned at the bidder’s expense. The bidder shall bear sole responsibility for any and all costs of claims arising from any changes, adjustments, or deviations not properly executed as herein.
5. **AWARDS**: In the best interest of the College, the Board/President or designee reserves the right to reject any and all bids and to waive any irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the bid sheets must be noted “BID IS FOR SPECIFIED QUANTITY ONLY”. All awards as a result of this bid shall conform to applicable Florida Statutes. Recommendation for award will be made for lowest, responsive, responsible bidder and in the best interest of the College. The College also reserves the right to award by individual item, group of items, “All or None” or any combination thereof; with one or more suppliers.
6. **IDENTICAL OR TIE BIDS**: In the event two (2) or more proposers submit the exact dollar amount as their proposal offer, the following criteria, in order of importance, shall be used to break said tie: (1) Drug Free Work Place, (2) Florida proposers, (3) Bidder’s place of business is within Pinellas County, (4) or by flip of coin, when all other factors are equal.
7. **DISPUTES & PROTESTS**: In any case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties. Failure to file a protest within the prescribed in FS 120.57(3) shall constitute a waiver of proceedings under chapter 120, Florida Statutes.
8. **ACCEPTANCES, REJECTION AND TERMINATION**: The College reserves the right to reject all bids, to waive any informalities and technicalities, and to solicit and re-advertise for new bids, or to abandon the project in its entirety. The College reserves the right to make the award to that bidder who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College. The College reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in the College’s opinion, is not in a position to perform properly under this award. The College reserves the right to inspect all facilities of proposer’s in order to make a determination as to the foregoing.
9. **DELIVERY**: Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required making delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.
10. **LIABILITY, INSURANCE, LICENSES AND PERMITS**: Where bidders are required to enter or go onto the College property to deliver materials or perform work or services as a result of a bid award, the bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The bidder shall be liable for any damages or loss to the Board occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.
11. **INDEMNIFICATION**: To the fullest extent permitted by law, the bidder shall indemnify, hold harmless and defend the College, its Trustees, officers, agents, servants, and employees, or any of them, 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 bidder or other person utilized by the bidder 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*.

The bidder, without exemption, shall indemnify and save harmless the College, its employees and/or any of its Board of Trustees Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the bidder. Further, if such a claim is made or is pending, the bidder may, at its option and expense, procure for the College the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the College agrees to return the article, on request, to the bidder and receive reimbursement. If the bidder used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

1. **PUBLIC ENTITY CRIMES**: No award will be executed with any person or affiliate identified on the Department of Management Services “Convicted Vendor List”. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category Two with any person or affiliate on the “Convicted Vendor List” for a period of thirty-six (36) months from the date that person or affiliate was placed on the “Convicted Vendor List” unless that person or affiliate has been removed from the list. By signing and submitting the ITB proposal forms, the bidder attests that they have not been placed on the “Convicted Vendor List”.
2. **ANTI-DISCRIMINATION**: The bidder certifies that he or she is in compliance with the non-discrimination clause in Section 202, Executive Order 11246, as amended by executive order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
3. **OSHA**: The bidder warrants that the product supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. (MSDS Statement)
4. **DRUG FREE WORKPLACE**: Whenever two or more bids which are equal with respect to price, quality, and service are received by the College for the procurement of commodities or contractual services, a bid received that has completed the Drug Free Workplace form, certifying that it is a drug free workplace, shall be given preference.
5. **EQUAL OPPORTUNITY**: All work on this project will be carried out in compliance with the College's commitment to the concept of equal opportunity; that is, there will be no discrimination on the basis of race, color, religion, sex, age national origin, marital status, sexual orientation, gender identity or against any qualified person with a disability. Recognizing that sexual harassment constitutes discrimination on the basis of sex, the College shall not tolerate such conduct.
6. **INTERPRETATIONS**: All bidders shall carefully examine the ITB documents. Bidders are expected to examine the terms and conditions, specifications, Scope of Work, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Any questions concerning conditions and specifications should be submitted to the Facilities Planning and Institutional Services Department no later than three (3) working days prior to the bid opening in writing via fax or email. Any questions concerning the intent, meaning and/or interpretations of the ITB documents shall be requested in writing, and received by the Facilities Planning and Institutional Services Department at least seven (7) calendar days prior to bid opening. Any interpretation of or changes to the ITB will be made in the form of a written addendum to the ITB and will be furnished to all bidders.
7. **ADVERTISING**: In submitting a proposal, bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of the College.
8. **PUBLIC RECORDS**: Upon award or thirty (30) days after opening, whichever is earlier, bids become “public records” and shall be subject to public disclosure consistent with chapter 119.07(3) (m), Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the bid, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record [FS 119.07 (3) (t)]
9. **RENEWAL**: Renewal Option, \_\_\_ YES \_X\_ NO; If yes, the terms in this ITB will automatically renew for one (1) year increments for up to an additional three years unless terminated, with 30 days written notice, by either party.
10. **SPECIAL CONDITIONS**: Any and all special conditions and specifications attached here to which vary from these general conditions shall have precedence.
11. **CONTRACTUAL AGREEMENT:** This Invitation to Bid shall be included and incorporated in the final contract or purchase order. The order for contract precedence will be the contract (purchase order), bid document and response. Any and all legal actions associated with this Invitation to Bid and/or the resultant contract (purchase order) shall be governed by the laws of the state of Florida.

# ***BIDING AND AWARD PROCESS***

1. Award
2. Recommendation for award shall be made for lowest, responsive, responsible bidder and as the best interest of St. Petersburg College the right is reserved to make award(s) by individual item, group of items, “All or None”, or a combination thereof; with one or more suppliers; to reject any or all bids received, and may at its sole discretion, request a re-bid or abandon the project in its entirety. Bidders are cautioned to make no assumption until St. Petersburg College has entered into a contract or issued a purchase order.
3. Submit references of similar planting projects completed in Florida in the past ten (10) years, including name and contact information for the owner’s representative. References will be checked and a lack of quality references may result in a firm being disqualified.
4. Award will be made by the District Board of Trustees at regularly held meeting, if the bid amount will exceed Category 5 per Florida Statute 287.017.
5. Extension of Time for Acceptance
6. St. Petersburg College reserves the right to extend the time period of acceptance of the bids submitted, including all terms and conditions of the ITB documents, by mutual agreement in writing.

#

# ***SUBMITTALS***

1. Number of Copies
2. Bidders shall submit one (1) complete set of their bid. Each submittal must be complete with all supporting documentation. (retain one (1) copy for your records)
3. Submit the following documentation with your bid:
4. Bid Response Form
5. Bid Tender/Contractors Qualification Statement
6. Statement of No Bid
7. Drug Free Workplace Certification
8. Anti-Collusion Statement
9. Minority and Woman Owned Business Declaration
10. References:
11. Be sure to include:
12. Company Name
13. Address
14. Phone Number
15. Do not include as a reference:
16. St. Petersburg College staff members
17. References located out of state or in foreign countries
18. Response Envelopes (sealed):
19. Be sure to include:
20. Return Company name and address
21. Invitation to Bid - Project Number and Project Name
22. Date and Time of Bid Opening
23. Completed W-9 Form

# ***INSURANCE REQUIREMENTS***

|  |  |
| --- | --- |
| **TYPE OF POLICY** | **AMOUNT REQUIRED** |
| 1. Workers’ Compensation
 | Statutory |
| 1. Commercial General Liability Insurance to include Bodily Injury Broad Form, Property Damage and Pollution Liability; Existence of equipment or machines on location; & Contractual Liability.
 |
| 1. Bodily Injury Liability Insurance
 | $1,000,000 Each Occurrence |
| $2,000,000 Aggregate |
|  |
| 1. Comprehensive Automobile Liability Insurance
 |
| 1. Bodily Injury Liability
 | $50,000 Each Occurrence |
| $500,000 Each Occurrence |

As to any insurance required herein, a certified copy of each of the policies or Certificates of Insurance evidencing the existence thereof, or binders, must be provided to the College’s Risk Management Coordinator within five (5) days of notification of bid award. In the event any binder is delivered, a certified copy of the policy or a Certificate of Insurance shall replace it within thirty (30) days in lieu thereof. Each such copy of a certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the College’s representative. This Agreement may be subject to immediate termination, at the Colleges discretion, in the event that vendor fails to maintain or comply with any of the Insurance requirements set forth herein.

This Agreement shall be governed by and interpreted in accordance with any applicable federal laws and the laws of the State of Florida. In the event of any legal or equitable action arising under this Agreement or in connection therewith, the parties agree that the jurisdiction and venue of such action shall lie exclusively within the courts of record of the State of Florida located in Pinellas County, Florida and the parties specifically waive any other jurisdiction and venue.

**Additional Insurance Requirements**

The Board of Trustees, St. Petersburg College shall be named as additional insured with regard to General Liability coverage. A copy of the endorsement must be provided.

All coverage/certificate(s) must be in effect during the time the vendor is installing the equipment or providing a service on the College premises and must be provided to the College’s Risk Management Coordinator within five (5) days of notification of bid award.  In the event any binder is delivered, a certified copy of the policy or a Certificate of Insurance shall replace it within thirty (30) days in lieu thereof. Each such copy of a certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the College’s representative. This Agreement may be subject to immediate termination, at the Colleges discretion, in the event that vendor fails to maintain or comply with any of the Insurance requirements set forth herein.

Certificate(s) of insurance shall be executed on a standard ACCORD form and signed with the Certificate Holder listed as follows:

Board of Trustees

St. Petersburg College

14025 58th Street North

Clearwater FL  33760

# ***BID response form***

**ST. PETERSBURG COLLEGE**

**INVITATION TO BID SPC PROJECT 1707-A-13-4**

**Comprehensive Replanting, Habitat Park, Seminole Campus**

The undersigned, having carefully read the general terms, conditions and specifications of Bid No. SPC Project 1707-A-13-4 Comprehensive Replanting, Habitat Park, Seminole Campus hereby submits bid pricing for the described services as follows:

**Base bid $** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**I certify that I have received the following addenda (if any):**

**Addendum \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Addendum \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**FIRM NAME:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BY:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 ***Authorized Signature***

 *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

***Printed/Typed Name of Signature***

**TITLE**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**PHONE/FAX:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

# ***Bid Tender/Contractors Qualification STATEMENT***

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter.

**Submitted to: ST. PETERSBURG COLLEGE, Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services**

 **Bid No. SPC Project 1707-A-13-4**

**Submitted by: Name: ( ) Corporation**

 **Address: ( ) Partnership**

 **Principal Office: ( ) Individual**

 **( ) Joint Venture**

 **( ) Other**

**(Note: Attach separate sheets as required.)**

**1.** How many years has your organization been in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ business? \_\_\_

**2.** How many years has your organization been in business under its present business name?

**3.** **If a corporation, answer the following:**

 Date of incorporation:

 State of incorporation:

 President:

 Regional Manager:

 District Manager:

**4.** If a partnership, answer the following:

 Date of organization:

 Type of partnership:

(Such as general or limited)

Name and address of partners:

 \_\_\_ \_\_

 \_\_\_\_\_\_

 \_\_\_\_\_\_

**5.** If other than a corporation or partnership, describe organization and name principals:

**6.** Have you ever failed to complete any contract awarded to you? If so, indicate when, where, why, and name/telephone number of persons we may talk to about this:

**7.** Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contact? Yes\_\_\_\_\_\_ No \_\_\_\_\_\_If yes, state circumstances:

**8.** Submit references of similar planting projects completed in Florida in the past ten (10) years, including name and contact information for the owner’s representative. References will be checked and a lack of quality references may result in a firm being disqualified.

 **CONTACT yEAR**

 **nAME Telephone # eMAIL cOMPLETED**

 **a)**

 **b)**.

 **c)**

 **d)**

 **e)**

**9.** Provide a list of equipment and vehicle inventory to substantiate that your firm is capable of fulfilling the project scope. Provide make, model of equipment and its primary use.

# ***STATEMENT OF NO BID***

If your company does not intend to respond to this RFP, please complete and return this form prior to the date shown for receipt of Proposals to: St. Petersburg College, Facilities Planning and Institutional Services, P. O. Box 13489, St. Petersburg, Florida 33733-3489. Fax # 727-341-3377

The undersigned declines to submit a bid on the above referenced Invitation to Bid for the following reason(s):

Specifications are too "restrictive." (Please explain below)

 Unable to meet specifications

 Specifications were unclear. (Please explain below)

 Insufficient time to respond

 We do not offer this type of product or equivalent

 Our production schedule would not permit us to perform

 Other (please explain below)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| Company Name | Title |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature | Telephone |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Printed Name | Fax |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_ | \_\_\_\_\_\_\_\_ |
| Address | City | State | Zip |

# ***drug free workplace certification***

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies to have a drug-free workplace program that does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor’s Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

# ***ANTI-COLLUSION STATEMENT***

The below signed bidder has not divulged to, discussed or compared his/her proposal with other bidders and has not colluded with any other bidders or parties to this invitation to bid whatsoever. (NOTE: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of this proposal and the removal from Bid Lists.)

**Dated at \_\_\_ this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2010**

**Name of Company:**

**By:**

**(Authorized signature)**

**Printed Name of signer:**

**Title:**

**Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_**

**NOTARIZATION**

The foregoing Bid Tender/Contractor’s Bid Package was acknowledged, sworn to and subscribed to before me this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_ \_ by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who is\_\_\_\_\_\_\_\_\_personally known to me or\_\_\_\_\_\_\_\_\_has produced\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as identification .

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

 My Commission Expires\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Printed typed or stamped commissioned name of notary public)

# ***Minority and Woman Owned Business DeclAration***

**Bidder hereby declares that it is a Minority/Woman Owned Business Enterprise by virtue of the following:**

**Type of Business: Check applicable block(s)**

🞐 “American Woman-Owned Business Enterprise” includes persons having origins in any of the Black racial groups of Africa.

🞐 “Asian-Pacific Americans” includes persons whose origins are from Japan, China, Taiwan, Korea, Southeast Asia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and Northern Marianas.

🞐 “Black American” includes persons having origins in any of the Black racial groups of Africa.

🞐 “Hispanic American” includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish cultures or origins, regardless of race.

🞐 “Native American” includes American Indians, Eskimos, Alaskan Indians, Aleuts and Native Hawaiians.

🞐 “Service Disabled Veteran”

*Note: MBE and WBE are defined by Federal Register 49 CFR, Part 23, as a business firm which as at least fifty-one percent (51%) owned by minority or women group members, or in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by the minority or woman. The minority or woman ownership must exercise actual day to day management and control of the business.*

|  |
| --- |
| Bidder: |
| Certified by (name of Public Entity, if applicable) |
| City: County: |
| State: Zip Code |
| Certificate Number: Attach copy  |
| Signature: Date: |

***Minority and Woman Owned Businesses (M/WBE) shall complete this page, and return with their submittal.***