

ITB SPC#07-12-13

Introduction: The College is seeking Custodial Supplies

Please review the checklist below to ensure all required forms have been completed. If they are not completed at the time the bid is opened it could result in your bid being rejected.

- Page 17 – Bid Tender
- Page 21 – Identical Tie Bids
- Page 22 – Bid Certification
- Page 25 – Minority and Woman Owned Business Declaration (if applicable)
- A completed W9

Frequently Asked Questions

**When will the bids be awarded?**

The bid will generally be awarded within 72 hours of the submission date. This allows us adequate time to analyze the bids and determine which one is in the best interest of the College.

**Where can we view the bid results?**

The bid results can be viewed on the purchasing page found at <http://www.spcollege.edu/purchasing>

**Where do we send questions regarding the bid?**

All questions pertaining to the bid should be directed to Paul Spinelli via email at [Spinelli.paul@spcollege.edu](mailto:Spinelli.paul@spcollege.edu)

**Where do we submit our bid?**

All bids should be submitted to the St. Petersburg College purchasing office located at:

EpiCenter Services Building, Second Floor, Room #242  
14025 58th St. North  
Clearwater, FL 33760

**Invitation to Bid**

**SPC 07-12-13 Custodial Supplies**

**St. Petersburg College**

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**SPC**

**Due on**

**June 14, 2013 @ 2:00 pm**

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## ***GENERAL CONDITIONS***

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

**SEALED BIDS:** Bids shall be prepared in duplicate. Bidders shall submit one (1) original and (1) copy of their bid. Each submittal must be complete with all supporting documentation. 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 bid must be submitted sealed in an envelope. Telegraphic bids will not be accepted.

1. **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 or typewritten. 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.
2. **BID PREPARATION COSTS:** The College shall not be liable for any expenses incurred in connection with the preparation of a response to this ITB.
3. **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. 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.
4. **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.



5. **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.
6. **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 require 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 Procurement Director 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.
7. **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.
8. **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.
9. **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.
10. **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.

- a) **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.
- b) **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.

- c) **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.
  - d) **BIDDER'S CONDITIONS:** The Board specifically reserves the right to reject any conditional bid.
11. **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.**

12. **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
13. **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 the Purchasing Department. 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.
14. **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.
15. **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.

16. **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.
17. **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.
18. **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.
19. **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.
20. **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.

21. **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.

22. **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.

23. **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".

24. **ANTI-DISCRIMINATION:** The bidder certifies that he or she is in compliance with the nondiscrimination 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.
25. **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)
26. **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.
27. **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.
28. **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. Please fax or email your questions to Paul Spinelli at 727-341-3368 or [Spinelli.paul@spcollege.edu](mailto:Spinelli.paul@spcollege.edu). 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.



29. **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.
30. **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)]
31. **RENEWAL:** Renewal Option,  X  YES   NO; if yes, the terms in this ITB will automatically renew for one (1) year increments for up to an additional four years unless terminated, with 30 days written notice, by either party.
32. **SPECIAL CONDITIONS:** Any and all special conditions and specifications attached here to which vary from these general conditions shall have precedence.
33. **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.

Bid Number: SPC 07-12-13 Custodial Supplies

Do Not Open Until: June 14, 2013 @ 2:00 p.m.

Bids Will Be Opened In: Purchasing

Send Bid to:

Paul Spinelli, Director of Procurement and Asset Management

St. Petersburg College

Epi Services Building

14025 58<sup>th</sup> St. North

Clearwater, FL 33760

## BIDING AND AWARD PROCESS

### 1. Award

- A. Recommendation for award shall be made for lowest, responsive, responsible bidder and as the best interest of St. Petersburg College may require, 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.

### 2. Extension of Time for Acceptance

- A. 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.

### 3. Schedule of Events

Time	Day/Date	Description
	Wednesday 6/5/13	ITB 07-12-13 Issued
3:00 PM	Monday 6/10/13	Final day to submit questions pertaining to this ITB. Please email all questions to: <a href="mailto:Spinelli.Paul@spcollege.edu">Spinelli.Paul@spcollege.edu</a>
2:00 PM	Friday 6/14/13	ITB Deadline. Deliver sealed proposals to the purchasing office located at: EpiCenter Services Bldg. 14025 58th St. North Clearwater, FL 33760
	Wednesday 6/19/13	Recommendation to Award:



## INSURANCE REQUIREMENTS

TYPE OF POLICY	AMOUNT REQUIRED
A) Workmen's Compensation	Statutory
B) Comprehensive General Liability Insurance to include but not limited to: Consumption or use of products; Existence of equipment or machines on location; & contractual obligations to Customers.	
(1) Bodily Injury Liability Insurance	\$1,000,000 Each Person \$1,000,000 Each Occurrence \$2,000,000 Aggregate
(2) Property Damage Liability	\$100,000 Each Occurrence \$300,000 Aggregate
(3) Comprehensive Automobile Liability Insurance	
(a) Bodily Injury Liability	\$500,000 Each Person \$500,000 Each Occurrence
(b) Property Damage Liability	\$500,000 Each Occurrence
Single limit Bodily Injury and/or Property Damage	\$500,000 each Aggregate

As to any insurance required herein, a certified copy of each of the policies or Certificates of Insurance evidencing the existence thereof, or binders, shall be delivered to the College's designated representative within five (5) days before Vendor begins services on the College's premises. 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.

- C) 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.

### ***BID SPECIFICATIONS***

- I. General- The purpose of this bid is to establish the cost of the required Custodial Supplies, as specified. Bid only on the brands specified due to College standardization of Custodial Supplies.
- II. Technical-
  - A. The following Custodial Supplies are required:

Item #	Manufacturer	Product #	Description	Estimated Annual Usage
1	Sterling Select SSS Triple-S	76306	2 Ply Toilet Tissue, Green Seal Certified NO SUBSTITUTES Toilet Tissue dispensers should be provided, as needed for all sites at no charge to the college.	12,000 Cases
2	Misco	E01	Eco-Logo Peroxide Powered Degreaser; NO SUBSTITUTES. It is the Vendors responsibility to provide dispenser and service to keep dispenser running at no charge.	90 Cases
3	Misco	E02	Eco-Logo Non-Ammoniated Glass Cleaner; NO SUBSTITUTES. It is the Vendors responsibility to provide dispenser and service to keep dispenser running at no charge.	75 Cases
4	Misco	E03	Eco-Logo Organic Acid Restroom Cleaner; NO SUBSTITUTES. It is the Vendors responsibility to provide dispenser and service to keep dispenser running at no charge.	90 Cases
5	Misco	E07	Eco-Logo All Surface/Purpose Cleaner; NO SUBSTITUTES. It is the Vendors responsibility to provide dispenser and service to keep dispenser running at no charge.	75 Cases
6	Triple-S	25177673	Toilet Seat Covers	60 Cases
7	Triple-S	12445	40x48 Liner, 12 Micron	250 Cases

- B. All items that have a brand specified or designated the product being bid must meet or exceed the specifications. This designation is not meant to limit competition. Rather, it is necessary because of the standard adopted by the College for the category of commodity.
- C. Samples and specifications must be provided for products that are being bid for items that are not the brand specified in order to determine equivalency. State the brand being bid as the equivalent product and include manufacturer's specification sheets.

All regular size orders will be delivered within five (5) working days. If a large order is placed ten (10) working days will be allowed. Permission from Angelo Rivera, Manager of Custodial and Landscape Services, must be obtained for any circumstances that require delivery outside of this requirement. All orders will be shipped in its entirety and no back orders will be allowed under any circumstances.

- D. Vendor must call Angelo Rivera, Manager of Custodial and Landscape Services, at 727-341-3281 or email him at [rivera.angelo@spcollege.edu](mailto:rivera.angelo@spcollege.edu) once an order has been shipped so he can inform the Site Leader. Delivery times should be 4pm or after to the site specified per each order.
- E. The quantities are our best estimate for one year of usage. The estimated quantities are not a guarantee to purchase that amount of product. The estimates are provided as a guide to help you formulate your pricing structure. Actual quantities for each item may be more or may be less.
- F. The initial contract period will be on or about July 1, 2013 through June 30, 2014. By mutual consent of the College and the Contractor the contract may be renewed after the initial period for an additional four (4) years, one year at a time. **Prices shall be firm for the initial year.** Price increases in renewal years shall not exceed the annual rate of inflation as determined by the Consumer Price Index for urban wage earners and clerical workers, U.S. city average, all items (1982-84=100), published by the U.S. Bureau of Labor Statistics or any successor or substitute index appropriately adjusted, as of the last day of April in any renewal year.
- G. The Contractor(s) will be issued a blanket purchase order for the initial contract year on or about July 1, 2013. New purchase orders will be issued in subsequent renewal periods. Orders for supplies will be placed, as needed, with the Contractor against this purchase order by the College for the following College sites located as follows:



Allstate Center 3200 34 <sup>th</sup> Street South St. Petersburg, FL 33711	Health Education Center 7200 66 <sup>th</sup> Street North Pinellas Park, FL 33781
Clearwater Campus 2465 Drew Street Clearwater, FL 33765	Seminole Campus 9200 113 <sup>th</sup> Street North Seminole, FL 33772
Downtown Center 244 2 <sup>nd</sup> Avenue North St. Petersburg, FL 33701	St. Petersburg/Gibbs Campus 6500 5 <sup>th</sup> Avenue North St. Petersburg, FL 33710
Epi Center Services Building 14025 58 <sup>th</sup> Street North Clearwater, FL 33760	Tarpon Springs Campus 600 Klosterman Road Palm Harbor, FL 34689

The right is reserved to add additional sites during the initial contract term or any extension thereof.

- H. Indicate if dispensing systems will be provided for the chemicals, if needed. If not, provide a separate cost for dispensers under "Other Costs" space on the Bid Tender.
- I. All containers of chemicals including drums and extra containers shall be labeled with the product name, the MSDS information and the EPA registration number.
- J. Submit with your bid a copy of the current MSDS for chemical products and product descriptions, including brand name and number for all items you are bidding on.
- K. You may bid on all or any part of this bid. A recommendation for bid award may be made on the basis of a split between several vendors, unless one vendor is the low bidder on all items.
- L. The College reserves the right to terminate any contract arising from this in the event of unsatisfactory service or of product delivered that does not meet specifications upon written notice provided to the Contractor via Certified Mail describing the deficiencies in service or product.

Upon receipt of the written notice, the Contractor must correct all deficiencies noted within fifteen (15) working days to the satisfaction of the College's immediate termination of the contract at the College's election.





St. Petersburg College  
P.O. Box 13489  
St. Petersburg, FL 32773-3489

**ST. PETERSBURG COLLEGE  
INVITATION TO BID NO. SPC 7-12-13  
for  
Custodial Supplies**

**BID TENDER/CONTRACTOR'S QUALIFICATION STATEMENT**

The undersigned, having carefully read the general terms, conditions and specifications of Bid No. 7-12-13 SPC for Custodial Supplies, hereby submits bid pricing for the products on the attached sheet. Bidders should enter all information requested in the table attached. Enter the Unit Price for each item. The Unit Price should be multiplied times the Estimated Annual Usage to calculate the Extended Total for each item. All prices shall remain fixed for the contract period and shall include **ALL** freight and handling charges, F.O.B. Destination. If a substitute brand is allowed and a substitute is being bid those products must have the brand specified and the specifications must be submitted with the bid. It is the bidder's responsibility to provide documentation to satisfy the College that the product bid is an equivalent product.

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

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

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

*Authorized Signature*

\_\_\_\_\_  
*Printed/Typed Name  
of Signature*

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

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

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

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

Item #	Manufacturer	Product #	Description	Quantity Per Case	Estimated Annual Case Usage	Price Per Case	Extended Total	Other Costs
1	Sterling SSS Triple-S	76306	2 Ply Toilet Tissue, Green Seal Certified, See Attachment for Toilet Tissue. <b>NO SUBSTITUTES.</b> Toilet Tissue dispensers should be provided, as needed for all sites at no charge to the college.		12,000		\$0.00	
2	Misco	E01	Eco-Logo Peroxide Powered Degreaser; <b>NO SUBSTITUTES.</b> It is the Vendors responsibility to provide dispenser and service to keep dispenser running at no charge.		90		\$0.00	
3	Misco	E02	Eco-Logo Non-Ammoniated Glass Cleaner; <b>NO SUBSTITUTES.</b> It is the Vendors responsibility to provide dispenser and service to keep dispenser running at no charge.		75		\$0.00	
4	Misco	E03	Eco-Logo Organic Acid Restroom Cleaner; <b>NO SUBSTITUTES.</b> It is the Vendors responsibility to provide dispenser and service to keep dispenser running at no charge.		90		\$0.00	
5	Misco	E07	Eco-Logo All Surface/Purpose Cleaner; <b>NO SUBSTITUTES.</b> It is the Vendors responsibility to provide dispenser and service to keep dispenser running at no charge.		75		\$0.00	
6	Triple-S	25177673	Toilet Seat Covers *		60		\$0.00	
7	Triple-S	12445	40x48 Liner, 12 Micron *		250		\$0.00	

\*Equivalent – see Item C on Page 17



St. Petersburg College  
P.O. Box 13489  
St. Petersburg, FL 32773-3489

**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 \_\_\_\_\_, 2013

Name of Company: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized signature)

Printed Name of signer: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

NOTARIZATION
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The foregoing Bid Tender-Contractor's Qualification Statement was Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2013. The individual signing before me is Personally Known or produced appropriate identification: \_\_\_\_\_

Signature of Notary

Notary Public—State of: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

(Printed, typed or stamped commissioned  
Name of notary public)

***STATEMENT OF NO BID***

If your company does not intend to respond to this ITB, please complete and return this form prior to the date shown for receipt of Proposals to: St. Petersburg College, Purchasing Department, P. O. Box 13489, St. Petersburg, Florida 33733-3489. Fax # 727-341-3368

☐ 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

☐ Other (please explain below)

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Company Name:\_\_\_\_\_ Title:\_\_\_\_\_

Signature:\_\_\_\_\_ Telephone:\_\_\_\_\_

Printed Name:\_\_\_\_\_ Fax:\_\_\_\_\_

Address:\_\_\_\_\_ City:\_\_\_\_\_ State:\_\_\_\_ Zip\_\_\_\_\_



### ***IDENTICAL TIE BIDS - SPECIAL CONDITIONS***

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: \_\_\_\_\_

***BID CERTIFICATION***

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is, in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid; I certify that I am authorized to sign this bid.

I hereby agree to furnish the items and/or services at the prices and terms stated in my bid. I have read and understand the terms and conditions of the Invitation to Bid.

This company is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all people without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor.

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

Addendum \_\_\_\_\_ Dated \_\_\_\_\_

Addendum \_\_\_\_\_ Dated \_\_\_\_\_

Signature \_\_\_\_\_

Name(s) and Title(s) \_\_\_\_\_

Legal Name of Bidder \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone \_\_\_\_\_ FAX \_\_\_\_\_

Date \_\_\_\_\_

NOTE: Please return to St. Petersburg College with your bid proposal.

### *Florida Preference*

**Special Condition # XX.XX "Written Opinion Requirement re: Florida Preference-  
Personal Property & Printing"**

St. Petersburg College is required in solicitations to comply with providing a preference to Florida Businesses in accord with Fla. Statue # 287.084(personal property) and for Printing FS 283.35

**To be Responsive, Printing and Personal Property Out of State Bidders/Proposers/ Firms** shall submit **with their bid /proposal/submittal** a fully completed Special Condition # XX.XX a written opinion signed by an attorney at law licensed to practice law in the bidders/proposers foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

#1 **Name of firm** submitting a Bid /proposal/ ITN Reply:\_\_\_\_\_

#2 List the **State** which is the Principal Place of Business for the Bidders/Proposer:\_\_\_\_\_

#3 List the **Name of your Attorney at law** licensed to do business in that state:\_\_\_\_\_

#3A Phone # and email address of your attorney: (\_\_\_\_)\_\_\_\_\_ email: \_\_\_\_\_

#4 **Signature** of your Attorney at law licensed to do business in that state:\_\_\_\_\_

#5 Attorneys **Written Opinion:**

Define below if the bidders/proposers foreign State , has laws that provide preferences, if any or none, granted by the law of the foreign state as to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.\_\_\_\_\_

\_\_\_\_\_

#5A. What is the specific web URL where the bidders/proposers foreign state law is defined as to providing preference to in state businesses? \_\_\_\_\_

#5B. The bidders'/proposers' foreign state law provides what percentage preference to in state businesses? \_\_\_\_%

#5C. The bidders' / proposers' foreign state does not have any laws that provide a preference to in state businesses? Yes\_\_ No \_\_\_\_

**Note: Printing and Personal Property Bidders/Proposers whose principal place of Business is out of the State other than Florida, Failure to submit a fully completed Special Condition # XX.XX will cause their Bid/ Proposal to be considered non-responsive.**

Listed below is a copy of:

**Florida Statute # 283.35 "Preference given printing within the state."**— When awarding



a contract to have materials printed, the agency, university, college, school district, or other political subdivision of this state awarding the contract shall grant a preference to the lowest responsible and responsive vendor having a principal place of business within this state. The preference shall be 5 percent if the lowest bid is submitted by a vendor whose principal place of business is located outside the state and if the printing can be performed in this state at a level of quality comparable to that obtainable from the vendor submitting the lowest bid located outside the state. As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.

And

**Florida Statute # 287.084 Preference to Florida businesses.—**

(1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.

(b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.

(c) As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.

(2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

### ***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)**

- "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.
- "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.
- "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	
Signature:	Date:

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



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)  City, state, and ZIP code	Requester's name and address (optional)
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
Employer identification number								
				-				

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**      Signature of U.S. person ▶      Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.