

Palm Beach State College

INVITATION TO BID

ITB #14/15-03

ITB Title: Athletic Field Maintenance

Date: October 28, 2014 3 p.m. local time

To: All Submitters

From: Procurement Director

You are invited to submit sealed proposals subject to the terms, conditions, and specifications contained herein and are hereby made part of this request.

- All proposals must be executed and submitted in a sealed envelope.
- Faxed proposals will not be accepted.
- The face of the envelope shall state "Invitation to Bid #14/15-03"
 - the proposal name "**Athletic Field Maintenance**"
 - the company name
 - delivered to:

Purchasing

Palm Beach State College
4200 Congress Avenue, MS #27
Lake Worth, FL 33461

- All bids must be received at the address above no later than **3:00 PM** local time, **October 28, 2014**.
- Bids will be opened publicly at that time.
- Bids received after this date and time will be rejected.
- Bids will not be evaluated at this time.
- The evaluation date and time is noted in the ITB document.

With the consent and agreement of the successful bidder, purchases may be made under this ITB by other community colleges, state universities, district school boards, and by other Florida public entities. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation as provided in State Board of Education Rule 6A-14.0734 (2) (d).

Bidders shall note exceptions to the above paragraph, if any.

In order to insure uniformity, all bids must be submitted on the enclosed forms or exact photo copies and signed by an authorized representative of the company submitting the proposal. Proposals not submitted in accordance with the terms, conditions, specifications, and other instructions contained herein may be subject to rejection.

Direct all inquiries regarding this Invitation to Bid (ITB) to the Purchasing department, in writing, by e-mail: purchasing@palmbeachstate.edu

All inquiries, with responses, will be made available to all bidders on an equal basis without prejudice.

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SECTION A - GENERAL CONDITIONS

To insure acceptance of the bid, follow these instructions:

<p>SEALED PROPOSALS: All proposal sheets and forms must be executed and submitted in a sealed envelope. Do not include more than one proposal per envelope. Proposals not submitted on the attached form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. It is the sole responsibility of the proposer to deliver the proposal to the address contained herein on, or before, the closing hour and date indicated. The College is not responsible for delays with postal delivery nor the normal delay in delivery for internal mail procedures. Palm Beach State College will not be responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.</p>	<p>DEFINITIONS: [College] refers to Palm Beach State College. [Proposer] refers to the dealer, manufacturer, contractor, or business organization submitting a proposal to the College in response to this request for proposal. [Vendor] refers to the dealer, manufacturer, contractor, or business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the proposal. [Proposer] and [Vendor] will be used interchangeably. [Proposer] and [Bidder] may be used interchangeably throughout this document. [Proposal] and [Bid] may be used interchangeably throughout this document.</p>
<p>EXECUTION OF PROPOSAL: Proposals must contain a signature of an authorized representative in the space provided on the proposal submittal form. If a correction is necessary, draw a single line through the entered figure and enter the correct figure above it. Corrections must be initialed by the person signing the proposal. Any illegible entries, pencil proposals or corrections not initialed will not be tabulated.</p>	<p>PROPOSAL OPENING: Shall be public, at the address indicated on the Solicitation document, on the date and at the time specified on the proposal form. Proposals will not be evaluated nor will questions be fielded at the time of opening. The proposal opening is to determine the vendor pool only. It is the proposer's responsibility to assure that the proposal is delivered at the proper time and place of the opening. Proposals received after the date and time will be retained, unopened, for the record. Proposals by fax, email or telephone will not be accepted.</p>
<p>PRICES, TERMS and PAYMENT: Firm prices shall be quoted, which includes all packaging, handling, shipping charges and delivery to the destination shown herein. No change orders will be provided to the vendor for site conditions that Vendor could have determined upon a reasonable inspection or is otherwise known to exist as common knowledge within the industry.</p>	<p>COMMENCEMENT OF WORK/SHIPMENT. No shipment of goods or commencement of work shall begin until such time as awardee receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order may be rejected.</p>
<p>EVALUATION OF PROPOSALS: The evaluation committee intends to recommend to Palm Beach State College Board of Trustees to authorize College administration to award a contract with the proposer, or proposers that represents the best value to the College and/or best meets the Colleges needs as determined solely by the College.</p>	<p>TAXES: The College does not pay sales taxes on direct purchases of tangible personal property. Do not include these items on invoices. See exemption number on face of purchase order. Exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state owned real property as defined in Chapter 192 F.S.</p>
<p>AWARDS: In the best interest of the College, the College reserves the right to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The College also reserves the right to make awards to one, or more, vendors based upon the recommendations of the evaluation committee.</p>	<p>MISTAKES: Proposers are expected to examine the technical specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the proposer's risk. In case of mistake in extension, the unit price will govern.</p>
<p>DISCOUNTS: Proposers are encouraged to reflect cash discounts in unit prices quoted. Proposers may offer a cash discount for prompt payment; however, discounts for less than 30 days will not be considered in determining the lowest net cost for proposal evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.</p>	<p>COSTS: The College is not liable for any costs incurred by a proposer in responding to this Solicitation, including those for presentations, when applicable.</p>
<p>CLARIFICATION/CORRECTION OF BID ENTRY: The College reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.</p>	<p>UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.</p>
<p>SAFETY STANDARDS: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under, Florida Building Code 2010, ASCE 7-10, NFPA, NEC FCC, BICSI, TIA/EIA, IEEE, NEMA, ASTM, and UL standards. Failure to comply with the condition will be considered as a breach of contract.</p>	<p>FREIGHT TERMS: All goods will be delivered F.O.B. Palm Beach State College Central Receiving 4200 Congress Avenue Lake Worth, FL 33461 Unless otherwise specified</p>

<p>PAYMENT: Payment will be made by the College after the items awarded to a vendor have been received, installed, inspected and tested, and found to comply with award specifications, applicable building code / Florida Statute, damage /defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. An original invoice should be submitted. Failure to follow these instructions may result in a delay in processing invoices for payment. In addition, the purchase order number should appear on bills of lading, packages, cases, delivery lists and correspondence.</p>	<p>DELIVERY: Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.</p>
<p>MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: Any manufacturers' names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any items(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, descriptive literature, and complete specifications. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Reference to literature submitted with a previous bid will not satisfy this provision. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be considered incomplete with the specifications as listed on the proposal form.</p>	<p>CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee or relative of the Palm Beach State College. Further, all proposers must disclose the name of any employee or family member thereof, who owns, directly or indirectly, an interest in the proposer's firm or any of its branches. The proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the College for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the proposer. No officer, agent, or employee of the College shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the College. The proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Solicitation.</p>
<p>ADDITIONAL QUANTITIES: The College reserves the right to acquire additional quantities at the prices quoted in this invitation. If additional quantities are not acceptable, the proposal sheets must note: For Specified Quantity Only.</p>	<p>SERVICE AND WARRANTY: Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to performance of this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided</p>
<p>NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. 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 Solicitation and/or purchase order may result in proposer being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in the supplier's name being removed from the vendor pool.</p>	<p>SAMPLES: Samples of items, when required, must be furnished free of expense, on or before Solicitation opening time and date, and if not destroyed by testing may, upon request, be returned at the proposer's expense. Each individual sample must be labeled with the proposer's name, manufacturer's brand name and number, Solicitation number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your proposal. If return instructions are not received with the proposal, the commodities shall be disposed of by the College.</p>
<p>PURCHASES BY OTHER ENTITIES: With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other colleges, universities, school boards, political subdivisions, or state agencies. Such purchases shall be governed by the same terms and conditions stated in the bid/proposal solicitation as provided in State Board of Education Rule 6A-14.0734(2)(d).</p>	<p>PUBLIC RECORD LAW: Any material submitted in response to this Solicitation will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of the contract resulting from this Solicitation.</p>
<p>GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed that necessitate alteration of material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify the College at once, indicating in their letter the specific regulation which required an alteration. The College reserves the right to accept or reject any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the College.</p>	<p>LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a Solicitation response hereto and the College by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.</p>
<p>LIABILITY: The vendor shall hold harmless the College, its officers, agents and employees from liability of any kind in the performance of the Solicitation and resulting contract.</p>	<p>ASSIGNMENT: Any Purchase Order issued pursuant to this Solicitation invitation and the moneys which may become due hereunder are not assignable except with the prior written approval of the College.</p>
<p>EMPLOYMENT OF ALIEN WORKERS: The College will comply with all aspects of Section 274A of the Immigration and Nationality Act. We will not knowingly engage with a company that does not adhere to these regulations and it is the obligation of the proposer to disclose any violation of such law to the College.</p>	<p>AVAILABILITY OF FUNDS: The obligations of the College under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.</p>
<p>CONTRACT: Vendor agrees to be bound by the terms and conditions of this Solicitation and acknowledges that it must successfully negotiate a contract to be the awardee of this Solicitation. College reserves the right to negotiate a</p>	<p>PUBLIC MEETING NOTIFICATION: All meetings to judge and/or evaluate this solicitation or to make recommendations for award are held in strict compliance with Florida Statutes as they pertain to Florida in the Sunshine</p>

<p>contract with an alternative respondent if a contract is not entered within 30 days of negotiations unless extended by the College.</p>	<p>regulations. All meetings are fully open to all proposers as well as the public at-large.</p>
<p>INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the College.</p>	<p>CONSORTIUM PURCHASE: When a Solicitation is issued on behalf of a consortium, prices shall be F.O.B., Ordering Institution address. Invoices shall be delivered to the Institution placing the order unless otherwise stated.</p>
<p>ADDENDA: All addenda to this Solicitation will be posted to the Palm Beach State College Purchasing web page containing the original solicitation. http://www.palmbeachstate.edu/purchasing/bid-openings.aspx</p>	<p>PRE-DECISION DISCUSSIONS: Any discussion by the proposer with any employee or authorized representative of the College involving proposal information occurring after the proposals are opened and prior to the posting of the recommended award will result in the rejection of that proposal.</p>
<p>STATE LICENSING REQUIREMENT: All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the College shall be on file and in good standing with the State Of Florida's Department of State.</p>	<p>DISPUTES: In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished here under, the decision of the College shall be final and binding on both parties.</p>
<p>PUBLIC ENTITY CRIME INFORMATION STATEMENT: All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list."</p>	<p>RETENTION OF RECORDS: Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any contract resulting from this Solicitation for a period of five (5) years. Copies of all records shall be made available to the College upon request. All invoices and documentation must be clear and legible for audit purposes. Documents must be retained by contractor within the State of Florida at an address to be provided, in writing, to the College within 30 days of the contract execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. The contractor will cooperate with the College to facilitate the duplication and transfer of any said records or documents during the required retention period. The contractor shall inform the College of the location of all records pertaining to the contract resulting from this Solicitation and shall notify the College by certified mail within ten (10) days if/when the records have been moved to a new location.</p>
<p>ANTI-DISCRIMINATION CLAUSE: The non-discrimination clause contained 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, and the implementing rules and regulations provided by the Secretary of Labor are incorporated herein.</p>	<p>PROTECTION OF WORK, PROPERTY AND PERSONNEL. The awardee shall at all times guard against damage and/or loss to the property of the College, and shall replace and/or repair any loss or damages unless such is caused by the College. The College may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the awardee. The awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.</p>
<p>DISCRIMINATORY VENDOR'S LIST: Any entity or affiliate who has been placed on the Discriminatory Vendors List as maintained by Florida Department of Management Services may not submit a proposal to provide goods or services to a public entity, may not be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.</p>	<p>AMERICANS WITH DISABILITIES ACT: The contractor shall comply with the Americans with Disabilities Act. In the event of the contractor's non-compliance with the non-discrimination clauses of the Americans with Disabilities Act, or with any other such rules, regulations or orders, any contract resulting from this Solicitation may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts</p>
<p>SUBCONTRACTORS: The proposer is fully responsible for all work performed under the Contract resulting from this Solicitation. The proposer may, upon receiving prior written consent from the College's Procurement Director, enter into written subcontract(s) for performance of certain of its functions under the Contract. No subcontract, which the proposer enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the proposer of any responsibility for the performance of its duties, including any and all liabilities that may arise out of the subcontractor's work related to the project. All payments to subcontractors shall be made by the proposer. The College may reject any and all subcontracts.</p>	<p>REJECTION OF PROPOSALS: The College may reject any and all proposals not meeting mandatory responsiveness requirements, which include terms, conditions or requirements that must be met by the proposer to be responsive to this Solicitation. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of the proposal. In addition, the College may reject any or all proposals containing material deviations. Any bid rejected for failure to meet mandatory responsiveness requirements will not be reviewed. College reserves the right to reject all responsive proposals at any time if it is in the Colleges best interest determined at the sole discretion of the College</p>

<p>INSURANCE REQUIREMENTS: When performing a service, construction work or any type of installation is required on College property, the successful vendor is required to supply a Certificate of Insurance evidencing coverage during the period the vendor is providing services per the following: 1. Workers compensation and employee's liability in accordance with the laws of the State of Florida. 2. Bodily injury liability, minimum of \$1,000,000 per person and \$1,000,000 per accident. 3. Property damage liability, minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate. 4. Umbrella liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. 5. Contingent coverage for sub-contractors for liability at the site. The bidder must list any sub-contractor that will perform work under this bid. The Certificate of Insurance must be provided to the College prior to the commencement of any work.</p>	<p>PROPOSAL INQUIRIES: The proposer may examine this Solicitation to determine if the College's requirements are clearly stated. If there are any requirements that restrict competition, the proposer may request, in writing, to the College that the specifications be changed. The proposer that requests changes to the College's specifications must identify and describe the proposer's difficulty in meeting the specifications, must provide detailed justification for a change, and must recommend changes to the specifications. Proposer's failure to request changes shall be considered to constitute proposer's acceptance of the specifications. The College shall determine what changes to this Solicitation shall be acceptable to the College. If required, the College shall issue an addendum reflecting the acceptable changes to this Solicitation, which shall be available to all proposers in order that all proposers shall be given the opportunity of proposing to the same specifications</p>
<p>VERBAL INSTRUCTIONS: No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with any College employee. Only those communications that are in writing from the College's Procurement Director identified in this Solicitation shall be considered a duly authorized expression on behalf of the College. Only communications from the proposer's representative that are in writing and signed will be recognized by the College as duly authorized expressions on behalf of the proposer.</p>	<p>TERMINATION AT WILL: The Contract resulting from this Solicitation may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery</p>
<p>INCLUSION OF SUPPORTING DOCUMENTS: All those submitting sealed replies in response to this Request for Proposals understand that the Solicitation document, the sealed reply, and all documents and/or materials represented in presentation to the committee shall be a complete record and shall be included in the final contract.</p>	<p>PROPOSED RULES FOR WITHDRAWAL: A submitted proposal may be withdrawn by submitting a written request for its withdrawal to the College, signed by the proposer/contractor, prior to the bid opening date.</p>
<p>PROPOSAL PUBLIC RECORD. Respondent acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.</p>	<p>GOVERNING LAW. This solicitation, and any award(s) resulting from same, shall be governed by and construed under the laws of the State of Florida and must have venue established in Palm Beach County, Florida or the United States Court of the Southern District of Florida.</p>
<p>SOLICITATION and ADDENDA. It is the sole responsibility of the respondent to assure it has received the entire solicitation package and any and all Addendum. No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.</p>	<p>DEFAULT and LITIGATION COSTS. In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default as allowable by law.</p>
<p>SITE VISITS/INSPECTIONS. The College reserves the right to conduct a site visit to any respondent's place(s) of business in order to ascertain the respondent's ability to perform.</p>	<p>INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed in writing to Palm Beach State College Procurement Director by email according to the bid schedule in Section II. Inquiries must reference the date of Solicitation opening and Solicitation number</p>
<p>EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES. For the purposes of this Bid, "Natural Force" is defined as conflagration, flood, storm, earthquake, hurricane or other public calamity. Bidder, by virtue of submitting a bid, agrees that, if receiving an award, THE COLLEGE shall be given top priority for use by the bidder's resources, and bidder shall make available to THE COLLEGE all of its resources such as vehicles, equipment tools, and both workforce and management personnel, in the event of a natural disaster such as a hurricane, tornado, windstorm, flood, or fire during the term of award or contract.</p>	<p>FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the College in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages or additional charges, other than for an extension of time, shall be asserted against the College. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the College agrees to, in writing, to any modification of the contract terms.</p>
<p>SUSPENSION OF WORK. The College may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the College to do so. The College shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the College shall either (1) issue a notice authorizing resumption of work, at which time work can resume, or (2) terminate the contract, or (3) extend the period of suspension.</p>	

PROTESTING OF CONDITIONS/SPECIFICATIONS. Any person desiring to protest the conditions/specifications in this solicitation, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the solicitation or Addenda and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this solicitation, or any Addenda released thereto. Receipt of a copy of this solicitation, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays or days during which the College administration is closed, shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the College administration is closed, the formal written protest must be received on or before 5:00 p.m. local time of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the College administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".

a. Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, Purchasing Department MS# 27, BLDG PS-100, 4200 Congress Avenue, Lake Worth, FL 33461. Fax filing will not be acceptable for the filing of bonds.

PROTESTING OF AWARD RECOMMENDATIONS/TABULATIONS. Award Recommendations and Tabulations will be posted in the Purchasing Department on the date and time stipulated on the solicitation and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of solicitation Award Recommendations shall be posted in the Purchasing Department and on the departmental web site. In the event the date and time of the posting of Award Recommendation is changed, it is the responsibility of each respondent to ascertain the revised date of the posting of Award Recommendation. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the Award Recommendation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Purchasing Department gives notice of an intended decision about this solicitation. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the College administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the College administration is closed, the formal written protest must be received on or before 5:00 p.m. local time of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the College administration is closed. No submissions made after the proposal opening amending or supplementing the proposal shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with the College, at the time of filing the formal written protest, a bond, payable to College, in an amount equal to one percent (1%) of the College's estimate of the total volume of the contract. The College shall provide the estimated contract amount to the contractor within 72 hours, excluding Saturdays, Sundays and other days during which the College administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the College prevails, and then the College shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. If the protestant prevails, then the protestant shall recover from the College all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

a. Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, at Purchasing Department MS# 27, BLDG PS-100, 4200 Congress Avenue, Lake Worth, FL 33461. Fax filing will not be acceptable for the filing of bonds.

PREFERENCE TO FLORIDA BUSINESS: In accordance with Florida Statute 287.084, if this solicitation is for personal property, then a preference of at least five percent (5%) (see below) must be provided to businesses that have a principle place of business in the State of Florida. Vendors whose principal place of business is outside the State of Florida must submit a written opinion of an attorney as required in 287.084(2). The written opinion is only required if this solicitation is for personal property. The statute is reprinted here for your convenience:

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.

(3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.

(b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.

History.—s. 1, ch. 77-460; s. 117, ch. 79-400; s. 215, ch. 95-148; s. 3, ch. 95-420; ss. 16, 53, ch. 99-228; s. 6, ch. 2000-340; s. 23, ch. 2002-207; s. 14, ch. 2012-32.

1Note.—Section 25, ch. 2012-32, provides that:

“(1) The executive director of the Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under ss. 120.536(1) and 120.54(4), Florida Statutes, for the purpose of implementing this act.

“(2) Notwithstanding any provision of law, such emergency rules shall remain in effect for 6 months after the date adopted and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.”

1. STANDARD TERMS AND CONDITIONS

Amendments: Palm Beach State College reserves the right to amend this ITB prior to the proposal due date. All amendments and additional information will be posted to the Palm Beach State College Purchasing Web site:

Contract Discussions: Prior to award, the apparent successful firm may be required to enter into discussions with the College to negotiate the contract agreement for

<p>http://www.palmbeachstate.edu/purchasing/bid-openings.aspx. Proposers should check this Web page daily for new information.</p>	<p>services. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected and discussions initiated with the next highest scoring firm.</p>
<p>Confidentiality Requirements: Proposals are subject to the Florida public records laws. The College cannot protect proprietary data submitted in proposals.</p>	<p>Financial Information: For services and construction, the proposer will submit an audited financial statement for the most recent 12-month period. As a minimum, the audited financial statement shall consist of the firm's balance sheet and statement of operations and the firm's bonding capacity. This financial requirement may be satisfied by the firm's surety submitting a certification regarding the firm's bonding capacity, which must equal or exceed \$1 million dollars. In this regard, the firm's surety must be a licensed surety qualified to conduct business in the State of Florida and rated "(A-)" or better in the most recent A.M. Best Guide and qualified to do business within the State.</p>

SECTION B - SCOPE OF SERVICES AND REQUIREMENTS

B1. PROJECT SUMMARY

Palm Beach State College is requesting bids for an Athletic Field Maintenance Services for the Facilities Department on our Lake Worth Campus location.

B2. SCHEDULE:

This invitation to bid will be governed by the following schedule:

Release of ITB	September 22, 2014
Deadline for Written Questions	October 10, 2014
Answers to Questions posted on Palm Beach State College Purchasing website http://www.palmbeachstate.edu/purchasing/bid-openings.aspx	October 17, 2014
Proposals Due	October 28, 2014 3 p.m. local time
Evaluation/screening of proposals	October 30, 2014
Award date	October 31, 2014

B3. CONTRACT TERM:

The term of this contract shall be for one year from the date of award, and by mutual agreement between Palm Beach State College and the awardee, be renewable for two additional one-year periods. The rates and discounts shall remain firm for the term of the contract. The contract may be extended 90 days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid, see [Appendix A – Submission Response Form](#).

B4. PROJECT STATEMENT OF WORK

Requirements

- Vendor will provide at least three (3) references. These references shall include clients with similar projects. Give client's name, project name, contact name, contact telephone number and contact email address.
- Vendor to submit qualification of installation & project staff members for this project, including certificates.
- Vendor will submit complete pricing information with bid.

SECTION C - INSTRUCTIONS AND INFORMATION

C1. PROCESS FOR SUBMITTING PROPOSALS

a) Packaging of Proposal

The proposal must be plainly identified as:

Name of Proposing Company

ITB Number: 14/15-03

Due: October 28, 2014 no later than 3:00 p.m. local time

Palm Beach State College
Purchasing Dept. MS# 27, BLDG PS-100
4200 Congress Avenue
Lake Worth, FL. 33461

Outer mailing boxes, envelopes, containers, etc., must display the ITB number. This includes outer carrier boxes and labels. Palm Beach State College will not be held responsible for proposals that are misdirected or mishandled because of the omission of this number.

Any additional information sent separately from the proposal package or at a later date (i.e. addendums, clarifications, proposal withdrawal requests, etc.) must be received by the proposal due date and the ITB number clearly identified on the outside of the package.

b) Number of Proposal Copies

Submit an original and 1 PDF copy on a USB drive.

Each submission must contain the following separated labeled tabbed dividers:

- (a) Submission Response Form
- (b) Project Specific Background
- (c) Price Submission Form
- (d) Warranty Submission Form
- (e) Professional Certification/Licenses Qualifications
- (f) Company Overview
- (g) Bidders Qualification Form and References
- (h) Q&A *(print out and initial each page of the Q&A*

<http://www.palmbeachstate.edu/purchasing/bid-openings.aspx>)

C2. AWARD

The bid will be awarded to the overall lowest, qualified, responsible bidder.

APPENDIX A - SUBMISSION RESPONSE FORM

Purchasing Department
 Palm Beach State College
 4200 Congress Avenue MS#27
 Lake Worth, FL 33461

This is to certify that I (authorized representative) have read and understood the terms, conditions, specifications and other instructions contained in this Request, and further, that the items of materials and/or services rendered do meet minimum specifications set forth in this Invitation.

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

ITB 14/15-03 Athletic Field Maintenance			
Vendor Name			
Bidding As (Check One)	Corporation <input type="checkbox"/>	Individual <input type="checkbox"/>	Other <input type="checkbox"/> (Explain)
Address			
City		State	Zip Code
Telephone		Fax	
Email			
Representative Name			
Representative Title			
Signature			

APPENDIX B - PROJECT SPECIFIC BACKGROUND

Purpose

Palm Beach State College is soliciting bids for a qualified vendor and to secure a firm bid price and establish a Term Contract for Athletic Field Maintenance Services for one (1) Baseball Field and one (1) Softball Field at the Lake Worth Campus. The terms of this bid are for one (1) year with two (2) one year renewal periods from date of award.

Project Expectations

- Campus Location: 4200 Congress Avenue, Lake Worth, FL 33461
- It is the bidder's responsibility to become fully informed as to the nature of work being requested.
- It is encouraged that the bidder's make a site visit.
- Bidders wishing to inspect the facilities on campus should contact the Purchasing Department at purchasing@palmbeachstate.edu or 561-868-3459 to make an appointment. (All questions should be sent via email to purchasing@palmbeachstate.edu).
- Vendor will supply all the labor, materials, chemicals and equipment to maintain the fields in top condition.
- No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of Palm Beach State College.
- Awardee will provide upon request the MSDS sheets for all chemicals used for weed control, pesticides and fertilizers.
- The Irrigation System will be maintained by the College.
- Per Florida Statute 482.1562 all commercial fertilizer applicators must have a certification from the Florida Dept. Agriculture and Consumer Services by 1/1/14. Include certification information on Appendix F –Bidder's Qualification Form.

Maintenance Specifications:

The Baseball Field is 140,908 square feet. Vendor will maintain all areas within the fence line.

The Softball Field is 45,738 square feet. Vendor will maintain all areas within the fence line.

The Soccer Field is 101,400 square feet. Vendor will maintain the field as indicated in Spec. (1-15 excluding 13)

1. Vendor must mow, string trim and edge all areas of the field, including fence lines. Minimum of 68 cuts.
2. Fence lines must be trimmed and sprayed.
3. Vendor must perform Aerification – three times per year with hollow and hollow sports tines drag in the cores and topdress with owner approved sand mixtures.
4. Vendor must perform Verticutting and Vacuuming of fields once per year.
5. Vendor shall spray at minimum once a month or as needed to control weeds and diseases.
6. Vendor shall apply pre-emergence herbicides at minimum of once a year or as needed for weed control.
7. Vendor shall boom spray and spot spray for weeds and insects at minimum of 5 times per year.
8. Vendor shall hand weed as needed to maintain weed control between chemical applications.
9. Vendor shall apply long term insecticide for ant control as needed.
10. Vendor shall apply products to control grubs, worms and other insect pests as needed.
11. Vendor shall perform fertilization of grass with eight (8) complete applications and six (6) additional spot application in wear areas, with quality material with type and rates per soil testing service recommended by manufacturers.
12. Vendor shall soil test once a year.
13. Vendor shall perform weekly maintenance of the skinned clay surfaces, includes regular dragging and raking of the clay.
NOTE: Game day Prep & painting not included in this bid.
14. Vendor shall provide the labor, equipment and materials for over seeding, Bermuda turf with a perennials Ryegrass blend at the rate of 10 lbs per 1000 SF.
15. Vendor shall include a minimum of 20 additional cuts of the grass when needed.

APPENDIX C – PRICE SUBMISSION FORM

Pricing Summary:

1) 12 MONTHS Maintenance of fields as per specifications \$_____ \$_____
 one (1) Baseball field and one (1) softball field Per Month

TOTAL BID PRICE \$_____

OPTION:

The following items below are options the College may ask the vendor to perform on an as needed basis. This portion of the price summary does not determine the award of this bid.

A) Per job Sand top dressing of the Bermuda Grass \$_____ \$_____
 Includes labor, equipment & material to Broadcast
 And brush in clean sand. Application Rate is 24 tons
 Per Acre

B) Per job Soil conditioning to adjust PH of the soil \$_____ \$_____
 Lime or Sulfur as needed

C) Per sq ft Sod Replacement – cut and remove damaged \$_____ \$_____
 Sod and install new Bermuda sod

D) Per job Bull Pen – Raking and cleaning pull pen area \$_____ \$_____

APPENDIX D - FORM FOR SUBMITTING WRITTEN QUESTIONS

Written Questions for ITB No.	14/15-03
ITB Title	Athletic Field Maintenance
Company Name	
Date	
Deadline for Questions	October 10, 2014

Type your questions in the section below. Leave the answer section blank. You are not limited to 10 questions. All questions should be sent via email to: purchasing@palmbeachstate.edu before the deadline.

	Questions	Answers [leave blank]
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

APPENDIX E - STATEMENT OF NO BID

ITB No.	14/15-03
ITB Title	Athletic Field Maintenance

Palm Beach State College
Purchasing Department
4200 Congress Avenue MS#27
Lake Worth, FL 33461

Attn: Procurement Director

We, the undersigned, have declined to bid on your bid number **14/15-03** for a(n) **Athletic Field Maintenance** for the following reason(s):

_____ We do not offer this product / service.

_____ Our current workload would not afford us the time to devote to your project.

_____ Unable to meet specifications.

_____ Unable to meet insurance / bond requirements.

We understand that if the "No Bid" is not executed and returned that our name may be removed from the list of qualified bidders for Palm Beach State College.

Company Name _____

Signature _____

Company Address

Telephone Number _____

APPENDIX F – BIDDER’S QUALIFICATION FORM

1. **Company Name:** _____
Address: _____

Phone Number: _____
Corporation: _____ **Partnership** _____ **Individual** _____
Number of years in business under same ownership: _____

2. **List name of officers of your firm:**
 _____ **TITLE:** _____
 _____ **TITLE:** _____
 _____ **TITLE:** _____

3. **Date of Organization or Incorporation:** _____

4. **Office Organization:**
Contact Person: _____
On-Site Supervisor (for Service Vendors): _____
Phone Numbers: DAY: _____ **NIGHT:** _____

5. **Experience: Current Clients**

	<u>COMPANY</u>	<u>CONTACT</u>	<u>PHONE</u>	<u>CONTRACT</u>
	<u>NAME</u>	<u>PERSON</u>	<u>NUMBER</u>	<u>PERIOD</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

6. **Field Technicians:**

	<u>NAME</u>	<u>TITLE</u>	<u>CERTIFICATION</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

7. **Insurance Carrier:**
Name: _____
Address: _____

Contact Person: _____ **Phone No.** _____

APPENDIX G – MAP OF BALL FIELDS

