Instructions to Bidder and General Conditions for The Purchase of Services

Intent

The instructions to bidders and general conditions described herein apply to services with an estimated aggregate cost of $50,000 or more.

Definitions

**Bid.** The term bid means the offer of a price by the bidder.

**Bidder.** The term bidder means the offeror.

**City.** The term City means the City of St. Petersburg, Florida.

**Change Notice.** The term change notice means a written order signed by the Director of Procurement & Supply Management or an authorized representative directing the vendor to make changes to the Contract.

**Contract.** The term contract means the contract, purchase order or blanket purchase agreement resulting from the IFB and award to the successful bidder. The Contract shall include all documents whether attached or incorporated by reference, utilized for soliciting sealed bids.

**Invitation for Bids.** The term Invitation for Bids means a solicitation of formal sealed bids. The acronym "IFB" means Invitation for Bid. The IFB includes the instructions to Bidders and General Conditions, purchase descriptions and/or specifications and may also include additional terms and conditions and all documents whether attached or incorporated by reference, utilized for soliciting sealed bids.

**Laws.** The term laws means current and future federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of any lawful authorities having jurisdiction over the matter of issue.

**Responsive Bidder.** The term responsive bidder means a bidder who has submitted a bid which conforms in all material aspects to the requirements set forth in the IFB.

**SBE.** A SBE (Small Business Enterprise) is defined by St. Petersburg City Code, Section 2-270(b) as an independently owned, operated and controlled business which is not dominant in its field of operation and is a provider of supplies, services or construction. The business must have been in operation for at least one (1) year and must serve a commercially useful function. The business must be certified by the POD and be certified pursuant to the SBE certification program.

**Services.** The furnishing of labor, time or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. The term shall not include employment agreements or collective bargaining agreements.

Preparation of Bids

1. Bidders are expected to examine the specifications, drawings, and all special and general conditions contained in the IFB. When necessary, bidders should visit the work site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for determining properly the difficulty or cost of successfully performing the work.

2. Bids shall be submitted on the forms furnished or copies thereof. All bids must be signed in ink by an officer or employee having authority to bind the company or firm by his/her signature. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.

3. Unless called for, alternate bids will not be considered.

4. The bidder shall retain a copy of all bid documents for future reference.

Explanations to Bidders

5. Any explanation regarding the meaning or interpretation of the invitation for bid, drawings, specifications, etc. requested orally or in writing by a bidder must be requested in a minimum of three days prior to the bid opening unless otherwise specified by the City in writing for a reply to reach bidders before the submission of their bids.

6. Explanations or instructions shall not materially alter the IFB unless they are in writing. Oral explanations or instructions given before the award of a contract will not be binding.
necessary, a written addendum to an IFB will be issued to all prospective bidders to clarify, correct or change the IFB.

Bid Guarantee

7. Where a bid guarantee is required by the IFB, failure to furnish a bid guarantee in the proper form and amount by the time set for opening bids shall be cause for rejection of the bid.

8. A bid guarantee shall be in the form of a bid bond, cash, postal money order, certified check, cashier’s check, or irrevocable letter of credit. Bid guarantees, other than bid bonds, will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids, and (b) to the successful bidder upon full execution of the Contract and the City’s receipt of all required certificates of insurance and bonds (including any necessary coinsurance or reinsurance agreements) as may be required by the Contract.

9. If the successful bidder, upon acceptance of his/her bid by the City within the period specified therein for acceptance, (90 days if no period is specified) fails to execute and/or fails to provide the City with all required certificates of insurance and the Contract bond(s) (including any necessary coinsurance or reinsurance agreements) within the time specified in the IFB (ten days if no period is specified), the award or Contract may be terminated. In such event the bidder shall be liable for any cost of the City procuring the work which exceeds the amount of the bidder’s bid, and the bid guarantee shall be available toward offsetting such difference.

Contract and Bonds

10. The bidder whose bid is accepted will, within the time established in the IFB, enter into the Contract with the City, and if required, furnish a performance and payment bond on City standard forms in the amounts indicated in the IFB.

Submission and Receipt of Bids

11. Bids must be received at or before the specified time of opening as designated in the IFB. Bidders are welcome to attend; however, no award of bid will be made at this time. A bid tabulation will be furnished upon request.

12. Bids shall be enclosed in a sealed envelope. The envelope shall show the hour and date specified for receipt of bids, the bid number, and the name and address of the bidder.

13. The bid form may provide for submission of a price(s) for item(s), which may be lump sum bids, alternate prices, scheduled items resulting in a bid on a unit of service or construction or a combination thereof, etc.

14. Modification of bids already submitted will be considered if received at the office designated in the IFB before the time set for opening of bids. All modifications must be submitted in writing.

15. Facsimile bids will not be considered; however, bids may be modified by facsimile notice, provided such notices are received prior to the hour and date specified in the bid.

16. Samples of items, when required, must be submitted, within the time specified at no expense to the City. If not destroyed by testing, vendor(s) will be notified to retrieve samples, at their expense, within 30 days after notification. Failure to remove the samples will result in the samples becoming the property of the City.

17. Late bids shall be rejected.

18. Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.

Compliance

19. Failure to comply with the IFB in full may be cause for rejection of bid.

Acceptance of Offers

20. The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted by the City upon full execution of the Contract.

Firm Prices

21. The bidder warrants that prices, terms, and conditions quoted in its bid will be firm for acceptance for a period of not less than 90 days from the bid opening date unless otherwise specified in the IFB. Such prices will remain firm for the period of performance of the Contract.

Estimated Quantities

22. When estimated quantities or usages are provided by the City in the IFB there is no guarantee made by the City that these quantities shall be utilized. The quantities shown are for the bidders’ information only, and the City shall be bound only for the actual services rendered.

F.O.B. Destination

23. Unless otherwise specified in the IFB, all prices quoted by the bidder must be F.O.B. St. Petersburg, Florida, with all delivery costs and charges included in the bid price. Failure to do so may be cause for rejection of bid. Manufacturers’ certificates of specifications
conformance of materials may be required by the City; these certificates shall be furnished at no cost to the City.

**Cash Discounts**

24. When the City is entitled to a cash discount, the period of computations will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

**Mistakes in Bids**

25. Bids may be modified or withdrawn by written notice prior to the time and date set for bid opening. Correction or withdrawal of bids after bid opening because of an inadvertent non-judgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system, and to assure fairness. If the mistake is attributable to an error in judgment, the bid may not be corrected. Bid corrections or withdrawals by reason of a non-judgmental mistake are permissible but only to the extent they are not contrary to the interest of the City or the fair treatment of other bidders.

**Award**

26. The contract will be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the IFB.

27. The City reserves the right to accept or reject any or all bids or parts of bids, waive informalities, and request rebids on the services in the IFB.

28. The City reserves the right to award the contract on a split-order, lump-sum, or individual item basis, or such combination as shall best serve the interest of the City unless otherwise specified.

**Method of Award**

**Small Business Enterprise (SBE)**

29. The award will be made to the certified, responsible and responsive bidder(s) offering the lowest Evaluated Bid Price (EBP) for the total bid as defined below. The Evaluated Bid Price will be calculated based on the following scale using the following formula: 

\[
\text{Bid Price} \times \text{Discount} = \text{EBP}
\]

The following scale will be used:

<table>
<thead>
<tr>
<th>Discount</th>
<th>Bid Price (in dollars)</th>
<th>EBP (in dollars)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1%</td>
<td>1,000,000 or more</td>
<td>$18,450</td>
</tr>
<tr>
<td>2%</td>
<td>500,000</td>
<td>$16,425</td>
</tr>
<tr>
<td>3%</td>
<td>250,000</td>
<td>$14,999</td>
</tr>
<tr>
<td>4%</td>
<td>150,000</td>
<td>$12,300</td>
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<tr>
<td>5%</td>
<td>100,000</td>
<td>$9,999</td>
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<tr>
<td>6%</td>
<td>75,000</td>
<td>$7,999</td>
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<tr>
<td>7%</td>
<td>50,000</td>
<td>$6,299</td>
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<tr>
<td>8%</td>
<td>35,000</td>
<td>$4,999</td>
</tr>
<tr>
<td>9%</td>
<td>25,000</td>
<td>$3,999</td>
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<tr>
<td>10%</td>
<td>15,000</td>
<td>$2,999</td>
</tr>
<tr>
<td>11%</td>
<td>10,000</td>
<td>$1,999</td>
</tr>
<tr>
<td>12%</td>
<td>7,500</td>
<td>$1,499</td>
</tr>
<tr>
<td>13%</td>
<td>5,000</td>
<td>$1,199</td>
</tr>
<tr>
<td>14%</td>
<td>3,500</td>
<td>$899</td>
</tr>
<tr>
<td>15%</td>
<td>2,000</td>
<td>$599</td>
</tr>
<tr>
<td>16%</td>
<td>1,500</td>
<td>$399</td>
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<tr>
<td>17%</td>
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<td>$299</td>
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<tr>
<td>18%</td>
<td>750</td>
<td>$199</td>
</tr>
<tr>
<td>19%</td>
<td>500</td>
<td>$79</td>
</tr>
<tr>
<td>20%</td>
<td>250</td>
<td>$39</td>
</tr>
<tr>
<td>21%</td>
<td>125</td>
<td>$19</td>
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<tr>
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<td>10</td>
<td>$0.67</td>
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<tr>
<td>28%</td>
<td>7.5</td>
<td>$0.33</td>
</tr>
<tr>
<td>29%</td>
<td>5</td>
<td>$0.20</td>
</tr>
<tr>
<td>30%</td>
<td>3</td>
<td>$0.10</td>
</tr>
<tr>
<td>31%</td>
<td>2</td>
<td>$0.05</td>
</tr>
<tr>
<td>32%</td>
<td>1</td>
<td>$0.03</td>
</tr>
</tbody>
</table>

For example, if 10 percent applied: **Example:** $18,450 \times 0.90 = $16,425

This discount will be used for bid evaluation purposes only. To be considered as a SBE, bidders must be certified and complete the Form for Claiming Status as a Small Business Enterprise included with this solicitation and submit it with your response. The City will not discount bids submitted by businesses that are not certified and do not qualify as SBE in accordance with the City’s definition and size standards. The EBPs for businesses which do not qualify as SBE shall be the same as the bid prices offered by those businesses. The EBP is being used for evaluation purposes only. Awarded price shall be the same as the bid price.

**Environmentally Preferable Purchasing**

30. It is the policy of the City of St. Petersburg to purchase recycled and environmentally preferable goods. This includes products that contain recycled material, reduce toxicity and pollution, conserve energy, conserve water and prevent waste. This policy will be carried out consistent with the City’s obligations and purpose, and with an overall intent to obtain competitive prices to provide value to the taxpayers.

Vendors are encouraged to submit items in their bids that meet the City’s Environmentally Preferable Purchasing (“EPP”) program standards. When submitting EPP items for consideration, vendors must submit documentation that substantiates their claims. When evaluating submissions where two products are of equal fitness and quality, and the price of the EPP product is equal to or less than that of a non-EPP content product, the City will purchase the EPP product.

**Brand Names**

31. When the City does not wish to rule out other competitors’ brands or makes, the phrase “OR EQUAL” is specified. However, if a product other than the specified bid, it is the bidder’s responsibility to identify such product in its bid, and prove to the City that said product is equal...
to or better than the product specified. The City shall have the sole and absolute discretion to determine whether the product identified by the bidder is equal to or better than the product specified by the City. Manufacturers’ certificates of specifications conformance of materials may be required by the City; these certificates shall be furnished at no cost to the City.

Variations of Specifications
32. For purposes of bid evaluation, bidders must indicate any variances from the specifications and/or conditions set forth herein or in the IFB, no matter how slight. If variations of these instructions are not stated in the bid, it will be assumed that the product or service fully complies with the City’s specifications and that the bidder agrees to fully comply with these instructions and all conditions set forth in the IFB.

Quality
33. All materials used in the services covered by this bid shall be new. The items bid must be new, the latest make or model, of the best quality, and highest grade workmanship.

Timely Delivery
34. Time will be of the essence for any orders placed as a result of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if the service is not rendered within the time(s) specified on the bid form.

Copyright or Patent Rights
35. Bidders warrant that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered as a result of this bid and bidders agree to defend and hold the City harmless from any and all liability, loss, or expenses (including but not limited to costs and attorneys’ and experts’ fees at trial and on appeal) occasioned by any such violation.

Conflict of Interest
36. Bidders, by acceptance of this order, certify that to the best of their knowledge or belief, no elected or appointed official or employee of the City of St. Petersburg is financially interested, directly or indirectly, in the purchase of services specified in this IFB.

Taxes
37. The City of St. Petersburg is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

Compliance with Orders and Laws
38. Bidders, contractors, and concessionaires shall comply with all applicable laws, including, but not limited to:
   a. Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rates of pay, or other compensation methods, and training selection.
   b. Occupational, Safety, and Health Act (OSHA)
   c. The State of Florida Statutes Section 287.133(a) on Public Entity Crimes
39. Non-compliance with any laws may be considered grounds for termination of the Contract.

Default of Contract
40. In case of default by the bidder or contractor, the City may procure the services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.

Modifications or Changes in the Contracts
41. No agreement or understanding to modify the Contract shall be binding upon the City unless made in writing by the Procurement Director or authorized representative of the City of St. Petersburg.

Order of Precedence
42. In the event of an inconsistency between provisions of the Invitation For Bids ("IFB"), the inconsistency shall be resolved by giving precedence in the following order: (a) any Attachments / Appendices / Exhibits, whether incorporated by reference or otherwise, included in the IFB (b) the Specifications (c) the Special Provisions (d) the Bid Forms and (e) the Instructions to Bidders and General Conditions.

Data Collection
43. Pursuant to Florida Statute 119.071 Social Security Numbers collected from bidders are used for identification, verification and tax reporting purposes.

Public Records Requirements and Trade Secret Exemption
44. All bids submitted to the City are subject to public disclosure pursuant to Chapter 119,
Florida Statutes. Statutory exemptions for “trade secrets” may be available.

45. If your bid contains information that constitutes a "trade secret," all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXEMPTION," with your firm’s name and the bid number marked on the outside. The City will not accept bids when the entire bid is labeled as a trade secret or confidential.

46. All bids submitted to the City become public records subject to the requirements of Chapter 119, Florida Statutes, and may not be returned to the bidder.

47. “Trade secret” means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. “Trade secret” includes scientific, technical, or commercial information, including any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

   a. Secret;
   b. Of value;
   c. For use or in use by the business; and
   d. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner therefore takes measures to prevent it from becoming available to persons other than those selected by the owner to have address thereto for limited purposes.

48. Be aware that the designation of an item as a trade secret by you may be challenged in court by any person or entity. By your designation of material in your bid as a “trade secret” you agree to defend the City of St. Petersburg (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to your designation of material as a “trade secret.”

Public Entity Crimes

49. A person or affiliate who has been placed on the convicted vendor list who submits a Proposal on a contract to provide goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Vendor Registration

50. Prior to award of an agreement resulting from this solicitation, successful bidder shall be registered with the Florida Division of Corporations http://sunbiz.org/ to do business in the state of Florida and as a vendor with the City of St. Petersburg. Bidder must register online with the City of St. Petersburg on the City’s website at http://www.stpete.org/purchase/index.asp.

Disputes and Complaints

51. All complaints or grievances should be first submitted orally or in writing to the Director of Procurement & Supply Management, who will take prompt remedial action. The Director of Procurement & Supply Management shall investigate the validity of the complaint and present the findings in writing to the vendor. If the vendor is dissatisfied with the Director of Procurement & Supply Management's remedies, he may then appeal to the Mayor.

Discrimination

52. It is the policy of the City of St. Petersburg to provide workplaces free from discrimination, harassment and related inappropriate behavior. The City does not condone or tolerate any behavior that is discriminatory, harassing or otherwise inappropriate when such behavior is based on an individual’s or group’s race, color, national origin, religion, gender, marital status, age, disability, sexual orientation, genetic information or other protected category. Gender includes but is not limited to sex, pregnancy, childbirth or medical conditions related to childbirth, and gender-related self-identity which can be shown by evidence such as medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held. Vendors and Contractors are encouraged to
adopt such policies and provide workplaces free of discrimination in terms of conditions of employment, including benefits.