



NORTHWEST FLORIDA  
STATE COLLEGE

July 2, 2019

**ADDENDUM ACKNOWLEDGEMENT FORM  
ITB 2018-2019-03 ADDENDUM #2**

Proposal No: ITB 2018-2019-03  
Proposal Title: Artificial Turf and Netting for Indoor Batting Facility  
Proposal Due Date: July 17, 2019 2:00 p.m. CST  
Questions Due Date: July 10, 2019 4:30 p.m. CST  
Proposal Opening: July 17, 2019 2:00 p.m. CST

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED ITB:

This addendum includes the following:

**RESPONSE TO WITTEN QUESTIONS RECEIVED OR ADDITIONAL BID DOCUMENTS:**

General Conditions bid documents.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITB.

THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE RESPONSE.

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## GENERAL CONDITIONS

<p><b>SEALED PROPOSALS:</b> 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 may 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. Northwest Florida State College Purchasing Department will not be responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.</p>	<p><b>DEFINITIONS:</b> [College] refers to Northwest Florida 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. [ITB] and [RFP] may be used interchangeably throughout this document.</p>
<p><b>EXECUTION OF PROPOSAL:</b> Proposals must contain a manual signature of an authorized representative in the space provided on the proposal submittal form. Proposal must be typed or printed in ink. No erasures are permitted. 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><b>PROPOSAL OPENING:</b> Shall be public, at the address indicated on the ITB document, on the date and at the time specified on the proposal form. Proposals will not be evaluated 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 or telephone will not be accepted.</p>
<p><b>EVALUATION OF PROPOSALS:</b> The evaluation committee intends to recommend to the Board of Trustees Northwest Florida State College to authorize College administration to award a contract with the proposer's offering the best value to the College.</p>	<p><b>NO BID:</b> If not submitting a proposal, respond by returning the proposal submission form, marking it "NO BID", and explain the reason.</p>
<p><b>AWARDS:</b> As the best interest of the College may require, the right is reserved 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><b>TAXES:</b> 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.</p>
<p><b>PRICES, TERMS and PAYMENT:</b> Firm prices shall be quoted, typed or printed in ink, and includes all packaging, handling, shipping charges and delivery to the destination shown herein. 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><b>COSTS:</b> The College is not liable for any costs incurred by a proposer in responding to this ITB, including those for presentations, when applicable.</p>
<p><b>DISCOUNTS:</b> 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><b>MISTAKES:</b> Proposers are expected to examine the 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><b>CLARIFICATION/CORRECTION OF BID ENTRY:</b> The College reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.</p>	<p><b>CONDITION AND PACKAGING:</b> It is understood and agreed that any item offered or shipped as a result of this proposal shall be the new, current model in production available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.</p>
<p><b>SAFETY STANDARDS:</b> 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. Failure to comply with the condition will be considered as a breach of contract.</p>	<p><b>UNDERWRITERS' LABORATORIES:</b> 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><b>PAYMENT:</b> Payment will be made by the College after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or 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 and two copies of the invoice shall be submitted. Failure to follow these instructions may result in a delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.</p>	<p><b>INTERPRETATIONS:</b> Any questions concerning conditions and specifications shall be directed in writing to Northwest Florida State College Purchasing Department for receipt no later than ten (10) days prior to the ITB opening. Inquiries must reference the date of ITB opening and ITB number. Failure to comply with this condition will result in proposer waiving his right to dispute the ITB conditions and specifications.</p>

<p><b>DELIVERY:</b> 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 Thursday, unless otherwise specified.</p>	<p><b>FREIGHT TERMS:</b> All goods will be delivered F.O.B. Northwest Florida State College.</p>
<p><b>MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:</b> 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 item(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 received and considered in complete compliance with the specifications as listed on the proposal form. The College retains the right to determine the acceptability of any item(s) offered as equivalent to any item(s) specified.</p>	<p><b>CONFLICT OF INTEREST:</b> 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 of Northwest Florida State College. Further, all proposers must disclose the name of any employee 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 ITB.</p>
<p><b>ADDITIONAL QUANTITIES:</b> 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><b>PURCHASES BY OTHER ENTITIES:</b> With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other community colleges, state universities, district school boards, political subdivisions, or state agencies with the State of Florida. 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><b>SERVICE AND WARRANTY:</b> 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><b>SAMPLES:</b> Samples of items, when required, must be furnished free of expense, on or before ITB 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, ITB 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><b>NONCONFORMANCE TO CONTRACT CONDITIONS:</b> 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 ITB 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 mailing list.</p>	<p><b>INSPECTION, ACCEPTANCE AND TITLE:</b> 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 ordering agency, unless loss or damage results from negligence by the ordering agency.</p>
<p><b>GOVERNMENTAL RESTRICTIONS:</b> 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 his letter the specific regulation which required an alteration. The College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the College.</p>	<p><b>LEGAL REQUIREMENTS:</b> 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 an ITB 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><b>DISPUTES:</b> 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><b>ADVERTISING:</b> In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.</p>

<p><b>PROTEST:</b> "Failure to file a protest within the time prescribed in S. 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes." All protests must be delivered to the Director of Purchasing within the time prescribed in Chapter 120, Florida Statutes to be considered valid.</p>	<p><b>PATENTS AND ROYALTIES:</b> The proposer, without exception, shall indemnify and save harmless the College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the College. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quoted prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.</p>
<p><b>ASSIGNMENT:</b> Any Purchase Order issued pursuant to this ITB invitation and the moneys which may become due hereunder are not assignable except with the prior written approval of the College.</p>	<p><b>CONSORTIUM PURCHASE:</b> When an ITB 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><b>LIABILITY:</b> The supplier shall hold and save the College, its officers, agents and employees harmless from liability of any kind in the performance of this contract.</p>	<p><b>STATE LICENSING REQUIREMENT:</b> 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><b>PUBLIC ENTITY CRIME INFORMATION STATEMENT:</b> 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><b>RETENTION OF RECORDS:</b> 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 ITB 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 ITB 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><b>PUBLIC RECORD LAW:</b> Any material submitted in response to this ITB 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 ITB.</p>	<p><b>AUDIT RECORDS:</b> The contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditure of funds provided by the College under any contract resulting from the ITB, and agrees to provide a financial and compliance audit to the College or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor. The contractor agrees to include all record keeping requirements on all subcontracts and assignments related to the contract resulting from this ITB.</p>
<p><b>ANTI-DISCRIMINATION CLAUSE:</b> 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><b>AMERICANS WITH DISABILITIES ACT:</b> 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 ITB may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts.</p>
<p><b>DISCRIMINATORY VENDOR'S LIST:</b> Any entity or affiliate who has been placed on the Discriminatory Vendors List 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><b>UNAUTHORIZED EMPLOYMENT OF ALIEN WORKERS:</b> The College does not intend to award publicly funded contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.</p>

<p><b>INSURANCE REQUIREMENTS</b> 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:</p> <ol style="list-style-type: none"> <li>Workers compensation and employee's liability in accordance with the laws of the State of Florida.</li> <li>Bodily injury liability, minimum of \$1,000,000 per person and \$2,000,000 per accident.</li> <li>Property damage liability, minimum of \$1,000,000 per Occurrence and \$2,000,000 aggregate.</li> <li>Umbrella liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.</li> <li>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.</li> </ol>	<p><b>PROPOSAL INQUIRIES</b> The proposer may examine this ITB 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. Requests for changes to this ITB must be received within 72 hours of receipt of the ITB documents. 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 ITB shall be acceptable to the College. If required, the College shall issue an addendum reflecting the acceptable changes to this ITB, which shall be sent to all proposers in order that all proposers shall be given the opportunity of proposing to the same specifications.</p>
<p><b>PROPOSED RULES FOR WITHDRAWAL</b> 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><b>ADDENDA</b> All addenda to this ITB will be posted to the Northwest Florida State College Purchasing Department's web page containing the original solicitation.</p>
<p><b>VERBAL INSTRUCTIONS</b> 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 Purchasing staff identified in this ITB 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><b>REJECTION OF PROPOSALS</b> 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 ITB. 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.</p>
<p><b>POSTING OF RECOMMENDED AWARD</b> The recommended award may be reviewed on the Northwest Florida State College Purchasing Department web page.</p>	<p><b>PRE-DECISION DISCUSSIONS</b> 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><b>INCLUSION OF SUPPORTING DOCUMENTS</b> All those submitting sealed replies in response to this Invitation to Bid understand that the ITB 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><b>AVAILABILITY OF FUNDS</b> 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><b>TERMINATION AT WILL</b> The contract resulting from this ITB may be terminated by either party upon no less than thirty (3) calendar days' notice, with or without cause.</p>	<p><b>TRAVEL EXPENSES</b> The College shall not be responsible for the payment of any travel expenses for the Vendor which occurs as a result of this ITB.</p>
<p><b>SUBCONTRACTORS</b> The proposer is fully responsible for all work performed under this ITB. The proposer may, upon receiving prior written consent from the College's Purchasing 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 this project. All payments to contractors shall be made by the proposer.</p>	<p><b>FORCE MAJEURE</b> Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the ITB or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.</p>
<p><b>SUBSTITUTION OF KEY PERSONNEL</b> In the event the successful proposer desire to substitute any key personnel submitted with their proposal, either permanently or temporarily, the College shall have the right to approve or disapprove the desired personnel change in advance in writing.</p>	<p><b>SEVERABILITY</b> The invalidity or unenforceability of any particular provision of the ITB shall not affect the other provisions hereof and the ITB shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of the ITB can still be determined and effectuated.</p>
<p><b>GOVERNING LAW AND VENUE</b> The ITB is executed and entered into in the State of Florida and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Okaloosa County, Florida.</p>	<p><b>SAMPLE CONTRACT</b> If the proposer requires a contract to be signed in addition to the specifications provided within this ITB, a copy of the contract must be included with their bid. If proposers do not have a standard contract, the College will provide a contract subject to the terms and conditions of this ITB.</p>