



**Invitation To Bid
ITB # 2019-2020-04
Walton Works Project
Erection of a Fire Training Facility**

Due: April 15, 2020 at 2:00 PM CST

**BOARD OF TRUSTEES OF
NORTHWEST FLORIDA STATE COLLEGE
NOTICE OF INVITATION TO BID**

**For:
INVITATION TO BID
ITB 2019-2020-04
Walton Works Project
Erection of a Fire Training Facility**

SEALED INVITATION TO BID (ITB) the intent of this proposal is to cover the foundation and erection of a pre-engineered steel fire training facility that includes a training tower structure, burn room annexes and optional accessories. Proposals shall be received by the BOARD OF TRUSTEES OF NORTHWEST FLORIDA STATE COLLEGE at the Purchasing Department, 100 College Blvd, Building 310/Room 204, Niceville, Florida 32578 up until 2:00 PM (CST) on **Tuesday, April 14, 2020. Sealed submittals shall be opened at 2:00pm (CST) on Tuesday, April 14, 2020.**

Invitation to Bid shall be submitted in a sealed envelope, plainly marked with respondent's name, address, date and time of opening, and ITB 2019-2020-04 Walton Works Project – Erection of a Fire Training Facility.

Please submit one (1) original (Marked Original), four (4) copies and one (1) readable CD or electronic thumb drive of your proposal package to NWFSC Purchasing Department.

Description of Work: This is an advertisement for to cover the foundation and cover the erection of a pre-engineered steel fire training facility that includes a training tower structure, burn room annexes and optional accessories.

ITB 2019-2020-04

Electronic versions of the proposal package are available via internet at: <https://www.nwfsc.edu/about/purchasing/current-bids/>. Inquiries regarding this ITB should be directed to Dedria Lunderman, Director of Purchasing, via email to: lundermd@nwfsc.edu or by phone at (850) 729-6031.

All firms who download this bid document must notify the Director of Purchasing via Email at lundermd@nwfsc.edu.

The Board of Trustees of Northwest Florida State College reserves the right to accept or reject any and all proposals in whole or in part, to withdraw the ITB, to waive informalities in the solicitation documents, to obtain new proposals, or to postpone the opening pursuant to the Northwest Florida State College Purchasing Policy. Each proposal shall be valid and binding for a period of ninety (90) days after the opening.

Northwest Florida State College is an Equal Opportunity Employer.

Submitted by:

Dedria Lunderman CPP, CPPM, CGPP

Director of Purchasing

lundermd@nwfsc.edu

GENERAL CONDITIONS

<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 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>DEFINITIONS: [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>EXECUTION OF PROPOSAL: 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>PROPOSAL OPENING: 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>EVALUATION OF PROPOSALS: 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>NO BID: If not submitting a proposal, respond by returning the proposal submission form, marking it "NO BID", and explain the reason.</p>
<p>AWARDS: 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>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.</p>
<p>PRICES, TERMS and PAYMENT: 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>COSTS: 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>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>MISTAKES: 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>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>CONDITION AND PACKAGING: 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>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. Failure to comply with the condition will be considered as a breach of contract.</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>PAYMENT: 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>INTERPRETATIONS: 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>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 Thursday, unless otherwise specified.</p>	<p>FREIGHT TERMS: All goods will be delivered F.O.B. Northwest Florida State College.</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 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>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 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>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>PURCHASES BY OTHER ENTITIES: 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>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>SAMPLES: 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>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 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>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 ordering agency, unless loss or damage results from negligence by the ordering agency.</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 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>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 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>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>ADVERTISING: In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.</p>

<p>PROTEST: "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>PATENTS AND ROYALTIES: 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>ASSIGNMENT: 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>CONSORTIUM PURCHASE: 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>LIABILITY: 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>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>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 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>PUBLIC RECORD LAW: 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>AUDIT RECORDS: 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>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>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 ITB may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts.</p>
<p>DISCRIMINATORY VENDOR'S LIST: 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>UNAUTHORIZED EMPLOYMENT OF ALIEN WORKERS: 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>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:</p> <ol style="list-style-type: none"> Workers compensation and employee's liability in accordance with the laws of the State of Florida. Bodily injury liability, minimum of \$1,000,000 per person and \$2,000,000 per accident. Property damage liability, minimum of \$1,000,000 per Occurrence and \$2,000,000 aggregate. Umbrella liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. 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>PROPOSAL INQUIRIES 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>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>ADDENDA 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>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 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>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 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>POSTING OF RECOMMENDED AWARD The recommended award may be reviewed on the Northwest Florida State College Purchasing Department web page.</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>INCLUSION OF SUPPORTING DOCUMENTS 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>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>TERMINATION AT WILL 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>TRAVEL EXPENSES 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>SUBCONTRACTORS 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>FORCE MAJEURE 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>SUBSTITUTION OF KEY PERSONNEL 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>SEVERABILITY 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>GOVERNING LAW AND VENUE 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>SAMPLE CONTRACT 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>

ERECTION OF A FIRE TRAINING FACILITY

It is the intent of these specifications to cover the erection of a pre-engineered steel fire training facility that includes a training tower structure, burn room annexes and optional accessories. The objective of these specifications is to obtain the best results and a quality training facility for Northwest Florida State College. These specifications cover the general requirements and type of work that together with certain details to which the successful bidder must conform. Minor details and materials where not otherwise specified are the responsibility of the successful bidder, who shall be solely responsible for the erection of all features. The fire training facility will be constructed on a parcel of land identified on the attached map.

Bids can only be considered from companies that are authorized by Fire Training Facilities, Inc. of Sun Prairie, Wisconsin to erect their pre-engineered fire training buildings and certify burn room liner systems.

Each bidder shall furnish satisfactory evidence of their ability to construct the facility specified. The bidder shall also show that they are in a position to render prompt service. Only bidders that can meet these requirements will be considered. The awarded Erector shall be certified by Fire Training Facilities, Inc. of Sun Prairie, Wisconsin to erect and certify their product - No Exceptions.

ERECTION OF A PRE-ENGINEERED STEEL FIRE TRAINING TOWER & BURN ANNEX

PURPOSE:

This facility will be used to provide practical and realistic training for firefighting and emergency service personnel in controlled environments, which replicate actual conditions encountered on the emergency incident scene.

ERECTOR QUALIFICATIONS:

The Erector shall provide evidence of successfully completing three (3) Fire Training Facilities of similar size and scope and shall be certified by Fire Facilities of Sun Prairie, Wisconsin as an Erector and meets their requirements for warranty.

DELIVERY & INSPECTION:

The awarded Erector will be solely responsible for the off-loading of the material delivery, inspection of all material for damage, and the inventory of the delivery to ensure all materials are accounted for prior to construction. Based upon documentation from Fire Training Facilities, Inc. of Sun Prairie, Wisconsin the materials should be delivered to the project site.

QUALITY & WORKMANSHIP:

The workmanship shall be of the highest quality in its respective field. Special consideration shall be given to the following points: firefighter safety during evolutions, emergency access to trainees, accessibility to components that require periodic maintenance; ease of operation and clean up after evolutions, water, debris and security. The construction shall accommodate the normal use of hose lines and equipment and shall not cause damage from sharp edges of material. Construction shall be rugged and have ample safety factors provided to carry expected loads for this type of structure. Any welding required shall meet American Welding Society recommendations and requirements where applicable and be performed by qualified welders.

ERECTION:

The awarded Erector shall adhere to the construction details provided by the manufacturer. They shall document and report any discrepancies to the manufacturer prior to proceeding. Materials, components and assemblies shall be identified and repaired or replaced at the option and recommendation of the manufacturer. The foundation for the structure has been completed along with rough site work. Final grading will be the responsibility of the owner.

2nd FLOOR CONCRETE:

The awarded Erector shall be responsible for pouring the 2nd floor burn annex concrete floor. The following relates to the concrete mix design for the 2nd floor of the fire training simulator. This concrete covering is considered fill only and does not require a particular design strength to be met. A regular weight concrete, not to exceed 108 lb. per cubic foot is typical if the entire upper floor is being covered. A 3/8" maximum aggregate and reinforced with fibers is also recommended with a light broom finish. It is very important to use control joints throughout and to ensure that some of these joints are used to isolate the columns; this is typically a 2" pour on the entire second floor of burn annex. The Erector shall be responsible for the concrete application to the 2nd floor burn annex.

SAFETY & ENVIRONMENTAL:

The Erector shall affirm that the construction will be completed in a safe manner in accordance with all applicable OSHA regulations. The area surrounding the site is environmentally sensitive and any spills or contamination must be mitigated and removed at the completion of the project at no cost to the Northwest Florida State College. Spills or other environmental issues shall be brought to the attention of the Fire Department representative at the time of discovery. The Erector shall have developed a written site safety plan for its workers.

LABOR RATE:

The awarded Erector's shall include a copy of their labor wage schedule with their submission.

INFRINGEMENTS & INDEMNIFICATION:

The Erector shall indemnify, defend and hold harmless NWFSC, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws), in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, patented materials, process, article, or device arising out of any act or neglect by Erector, its agents, employees, contractors, Lessees, invitees, and/or representatives. This indemnity shall survive the termination of any Agreement or contract entered into by the parties. Erector will release NWFSC from any and all liability or responsibility to Erector or anyone claiming through or under Erector by way of subrogation or otherwise for any loss or damage to equipment or property of Erector covered by any insurance then in force.

The Erector will provide the College a Certificate of Insurance naming the College as additional insured and showing evidence of coverage of no less than \$1,000,000 per occurrence and \$2,000,000 per general aggregate. All insurers shall be qualified and doing business in Florida.

ACCEPTANCE:

Acceptance of the completed structure will occur after, (1) a walk-through of the entire structure is conducted with representatives of Northwest Florida State College (2) following two trial burns - one hour in duration. One burn shall be on the first floor annex and another burn conducted on the second floor annex.

GENERAL WARRANTY:

The Erector shall warranty the workmanship of the construction to be free from defects for a period of no less than one year from the date of completion.

BURN ROOM LINER SYSTEM WARRANTY:

The manufacturer shall warranty the liner system used on the walls and ceilings for a period of not less than 15 years. The liner system shall be installed by a certified installer for this system - No Exceptions. The awarded Erector shall be certified to perform this work.

PERIOD OF PERFORMANCE:

The awarded Erector shall provide the period of performance timeline for completion of said project. The construction shall take no more than 6-8 weeks.

MANAGEMENT & ADMINISTRATION

Northwest Florida State College will schedule pre construction meetings with awarded Erector to facilitate the process of work. Northwest Florida State College will serve as the general contractor for the Fire Training Facility Project. There shall be regular meetings between Northwest Florida State College and the Erector to monitor construction.

ITB 2019-2020-04
Walton Works Project – Erection of a Fire Training Facility

SUMMARIZED SCHEDULE OF EVENTS

Date/Time	Description
March 8, 2020	Issue and Posting of ITB https://www.nwfsc.edu/about/purchasing/current-bids/
March 30, 2020 2:00 PM CST	ITB Questions Due lundermd@nwfsc.edu
April 2, 2020 2:00 CST	Release of Official Response to Questions via Addendum https://www.nwfsc.edu/about/purchasing/current-bids/
April 14, 2020 2:00 CST	ITB Due Public Opening Northwest Florida State College 100 College Blvd. Building 310, 2 nd Floor, Purchasing 204 Niceville, FL 32578
April 30, 2020 2:00 CST	Posting of Intent to Award https://www.nwfsc.edu/about/purchasing/current-bids/
May 19, 2020 3:00 PM CST	Board of Trustees Award to Successful Proposer Northwest Florida State College 100 College Blvd. Student Service, Building 400, 3 rd Floor, Room 302 Niceville, FL 32578

Minority Business Enterprise/Woman Business Enterprise Certification

Project: **ITB 2019-2020-04**

I hereby declare and affirm that I am the _____ (Title) representative of the firm _____ (Company) minority business enterprises (MBE/WBE) (Minority Type), and I will provide information requested by the College to document this fact. The foregoing statements are true and correct and include all material necessary to identify and explain the operations of the above referenced firm as well as the ownership thereof. Further, the undersigned does agree to provide the College current, complete and accurate information regarding actual work performed on the project, the payment therefor and any proposed changes in any of the arrangements hereinabove stated and to permit and audit an examination in any of the records and files of the above named company by an authorized representative of the College. It is recognized and acknowledged the statements herein are being given under oath and material misrepresentation will be grounds for terminating any contract which may be awarded In reliance hereon. Termination is understood to provide forfeiture of payment for all work not performed at the time of notification.

I do solemnly declare or affirm under the penalties of perjury the contents of the foregoing documents are true and correct, and I am authorized on behalf of the firm above to make this affidavit.

Signature of Company's Authorized Representative

State of _____ County of _____ City of _____ on this day of, 20__, before me, in the foregoing affidavit and acknowledged that (s)he executed the same in the capacity therein stated and for the purpose therein contained. In witness thereof, I hereunto set my hand and official seal.

Notary Public

My commission Expires

Minority Type: M1 Black American Man; M2 Hispanic American; M3 Asian American; M4 Native American; M5 Native Hawaiian; M6 Small Business; M7 Disabled; M8 American Woman; M9 Black American Woman; and NM Not Minority. Must have greater than 51% ownership.

Minority/Woman Business Enterprises that file false misrepresentation of their MBE/WBE status shall be found guilty of a felony of the second degree and be debarred from bidding no less than 36 months pursuant to 287.094, Florida Statute.

CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

Project: **ITB 2019-2020-04**

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

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

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Firm Name: _____

Firm Representative: _____

Signature: _____

Date: _____

PUBLIC ENTITY CRIMES CERTIFICATION

Project: **ITB 2019-2020-04**

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.

DISCRIMINATION: In accordance with HB2L27, Section 6(3)(a), all Invitations To Bid, as defined by 2B7.OL2(11) FS, requests for proposals, as defined by 287.012(15), and any written contract document of the State shall contain a statement informing entities of the discrimination provisions of paragraph (2)(a).

An entity of affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award 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.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM DOES NOT FALL WITHIN THE PARAMETERS OF REPORTING AS AN ENTITY WHO HAS BEEN PLACED ON THE CONVICTED VENDOR LIST.

Firm Name: _____

Firm Representative: _____

Signature: _____

Date: _____

EQUAL OPPORTUNITY CERTIFICATE OF COMPLIANCE

Project: **ITB 2019-2020-04**

This is to certify that the undersigned contractor on subject project does now and will during the entire length of this project comply with all applicable laws, rules and regulations relating to equal employment opportunity, and any Federal, State, or Local laws, rules, or regulations pertaining thereto; and further certifies compliance specifically with Executive Order L1246 originally issued by the President of the United States on September 24, 1965, as amended from time to time thereafter, including:

1. The Contractor does not discriminate in any manner in its employment policies as to race, color, religion, sex or national origin; and,
2. The Contractor does maintain an affirmative action plan to recruit, employ, and promote qualified members of groups that may have been formerly excluded because of race, color, religion, sex or national origin.

Firm Name: _____

Firm Representative: _____

Signature: _____

Date: _____

RESPONDENT REGISTRATION FORM

Project: **ITB 2019-2020-04**

Anyone interested in doing business with Northwest Florida State College is required to complete the Respondent Registration Form. The completed form does not guarantee an opportunity to submit a proposal, but does help the College in evaluating your business for future opportunities.

Business Name:	
Mailing Address (Street/P.O. box):	
City: _____	State: _____ County: _____ Zip Code: _____
Contact Person:	Title:
Telephone #:	Fax #:
Email Address:	
Is your company certified by the State of Florida's Office of Supplier Diversity as a Minority/Woman owned business? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, identify certification:	
Please forward a current catalog or provide a website address if catalog is available online. Website Address:	
Type of business/service offered:	
Please return the completed Respondent Registration Form to: Northwest Florida State College Attn: Dedria Lunderman Director of Purchasing 100 College Blvd. Niceville, FL 32578 OR - Fax to: (850) 729-5215	

STATEMENT OF NO PROPOSAL

Project: **ITB 2019-2020-04**

If your company does not intend to respond to this ITB, please complete and return this form prior to the date shown for receipt of Proposals to: Northwest Florida State College, Attn: Dedria Lunderman, Director of Purchasing, 100 College Blvd., Niceville, Florida 32578. Fax # 850-729-5215

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

- Specifications are too "restrictive." (Please explain below)
- Unable to meet specifications
- Specifications were unclear. (Please explain below)
- Insufficient time to respond
- We do not offer this type of product or equivalent
- Our production schedule would not permit us to perform
- Other (please explain below)

_____	_____		
Company Name	Title		
_____	_____		
Signature	Telephone		
_____	_____		
Printed Name	Fax		
_____	_____	_____	_____
Address	City	State	Zip

PROPOSAL CERTIFICATION

Project: **ITB 2019-2020-04**

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

I hereby agree to furnish the items and/or services at the prices and terms stated in my proposal. I have read and understand the terms and conditions of the Request for Proposal.

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

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

Addendum _____ Dated _____

Addendum _____ Dated _____

Addendum _____ Dated _____

Addendum _____ Dated _____

Signature _____

Name(s) and Title(s) _____

Legal Name of Respondent _____

Mailing Address _____

City, State, Zip _____

Telephone _____ Fax _____

Email _____

Date _____

