Invitation to Bid
Window Trim Replacement
and
Painting of Cook Hall

ITB #03-14-ML

New College of Florida

New College of Florida is requesting proposals from qualified firms interested in New College of Florida's Invitation to Bid for **Window Trim Replacement and Painting of Cook Hall** as further specified herein.

If you are interested in submitting a bid, please note that the bid needs to be submitted no later than **3:00 P.M., March 28, 2014**. Any questions concerning this Invitation to Bid should be directed to

Ron Bell

New College of Florida PHS 100
5800 Bay Shore Road,
Sarasota, FL 34243

Phone: 941-487-4236

Email: Rbell@ncf.edu

SUBMIT PROPOSAL TO:

New College of Florida
Mark Lillquist
5800 Bay Shore Road, PMD 123
Sarasota, FL 34243
Telephone Number: 941-487-4570
Email Address: Mlillquist@ncf.edu

Invitation to Bid

ITB WILL BE OPENED **3:00 P.M** **March 28, 2014**
and may not be withdrawn within 120 days after such date and time.

ITB NO: 03-14-ML

ISSUING DATE: March 13, 2014

RFP TITLE: Window Trim Replacement and Painting of Cook Hall

FEID NUMBER OR S.S. NUMBER

Delivery will be _____ Days ARO

Cash Discount Terms

VENDOR NAME

REASON FOR NOT SUBMITTING PROPOSAL
_____
CERTIFIED OR CASHIER'S CHECK IS ATTACHED, WHEN REQUIRED, IN THE AMOUNT OF $

VENDOR MAILING ADDRESS

CITY-STATE-ZIP

WEB ADDRESS: _____

AREA CODE | TELEPHONE NUMBER

TOLL-FREE NUMBER

POSTING OF PROPOSAL TABULATIONS

Proposal tabulations with recommended awards will be posted for review by interested parties at the location where proposals were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

*I certify that this RFP proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the vendor and that the vendor is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a proposal to the New College of Florida Board of Trustees, a public body corporate, herein after known as the College, the vendor offers and agrees that if the RFP is accepted, the vendor will convey, sell, assign, or transfer to the College all rights, title and interest in and to all causes of action it * now or hereafter acquire under the Anti-trust laws of the United States and the College for price fixing relating to the particular commodities or services purchased or acquired by the College. At the College's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.*

_____
AUTHORIZED SIGNATURE (MANUAL)

_____
AUTHORIZED SIGNATURE (TYPED) TITLE

E-MAIL ADDRESS: _____

GENERAL CONDITIONS:

SEALED PROPOSALS: All proposal sheets and this acknowledgement form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the proposal opening and the proposal number. Proposal prices not submitted as instructed shall be rejected. All proposals are subject to the conditions specified herein. RFP responses, which do not comply with specified conditions, may be rejected.

1. EXECUTION OF RFP: RFP proposal must contain an original manual signature of authorized representative in the space provided above. RFP proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by vendor to his RFP price must be initialed. The company name and E.I.N. number or social security number shall appear on each pricing page of the RFP as required. Complete ordering instructions must be submitted with the RFP proposal.

2. NO RFP PROPOSAL: If not submitting an RFP proposal, respond by returning only this vendor acknowledgement form, marking it "NO RFP" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the RFP mailing list. Note: To qualify as a respondent, vendor must submit a "NO RFP", and it must be received no later than the stated RFP opening date and hour.

3. RFP OPENING: Shall be public, on the date and at the time specified on the RFP form. It is the vendor's responsibility to assure that his RFP proposal is delivered at the proper time and place of the RFP opening. RFP proposals, which for any reason are not so delivered, will not be considered. Offers by facsimile or telephone are not acceptable. An RFP proposal may not be altered after opening of the proposals. NOTE: Proposal tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. Proposal files may be examined during normal working hours by appointment. Proposal tabulations will not be provided by telephone.

4. PRICES, TERMS AND PAYMENT: Firm prices shall be proposed and include all packing, handling, shipping charges and delivery to the destination shown herein.

(a) TAXES: The College does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property or services. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of tangible personal property or services made by vendors who use the tangible personal property or services in the performance of contracts for the improvement of College-owned real property as defined in Chapter 192, F.S.

(b) DISCOUNTS: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for RFP proposal evaluation purposes.

(c) MISTAKES: Vendors 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 vendor's risk. In case of mistake in extensions the unit price will govern.

(d) CONDITIONS AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this RFP proposal shall be new, current standard production model available at time of the RFP. All containers shall be suitable for storage or shipment, and all

(e) INVOICING AND PAYMENT: The vendor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the vendor's EIN number. An original invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. **VENDOR'S RIGHT TO PAYMENT:** Vendors providing goods and services to the College shall submit invoices to the College in order to receive payment. The College shall issue the Vendor's payment within 40 days (35 days for healthcare providers) after receipt of acceptable invoices, receipt, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. If payment is not made within said 40 days, a separate interest penalty (established pursuant to Section 55.03 (1), Florida Statues) on the unpaid balance will be paid upon Vendor's written request to the College, providing said request is received by the College no later than 40 days from the date shown on the College's check. The interest provision applies after a 35-day period to health care providers as defined by rule. Interest of less than one (1) dollar will not be enforced.

(f) ANNUAL APPROPRIATIONS: The University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

5. DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show number of days required making delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:00 p.m., excluding New College of Florida holidays, unless otherwise specified.

6. ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with the RFP response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this RFP solicitation are the only conditions applicable to the RFP and the vendor's authorized signature affixed to the vendor acknowledgement form attests to this.

prices shall include standard commercial packaging.

7. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS: Any manufacturers' name, trade names, brand 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 specifications for any item(s). **MEASUREMENTS:** Customary measurements appearing in these specifications are not intended to preclude proposals for commodities with metric measurements. If proposals are based on equivalent products, indicate on the RFP form the manufacturer's name and number. Vendor shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The College reserves the right to determine acceptance of item(s) as an approved equivalent. Proposals, which do not comply with these requirements, are subject to rejection. Proposals lacking any written indication of intent to propose an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP form. The Purchaser is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the College unless evidenced by a Change Notice issued and signed by the College.

8. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than forty-eight (48) hours prior to the RFP opening. Inquiries must reference the date of RFP opening and RFP number. No interpretation shall be considered binding unless provided in writing by the College in response to requests in full compliance with this provision. Any person who is adversely affected by the Agency's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

9. NOTICE OF ITN PROTEST BONDING REQUIREMENT**:** Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the College pursuant to Section 120 F.S., shall post with the College at the time of filing the formal written protest, a bond payable to the College in an amount equal to 10 percent of the College's estimate of the total volume of the contract or $10,000 whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the College pertaining to requests for approval of exceptional purchases, the bond shall be in the amount equal to 10 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested or $10,000, whichever is less. In lieu of a bond, the College may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**

10. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All vendors must disclose with their proposal the name of any officer, director, or agent who is also an employee of the College. Further, all vendors must disclose the name of any College employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.

11. 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; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all proposals or waive any minor irregularity or technicality in proposals received. When it is determined there is competition to the lowest responsible vendor, evaluation of other proposals is not required. Vendors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. All awards made as a result of this RFP shall conform to applicable Florida Statutes, and College Regulations, policies and Procedures.

12. SAMPLES: Samples of items, when called for, must be furnished free of expense on or before RFP opening time and date, and if not destroyed may, upon request, be returned at the vendor's expense. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, RFP 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 within 90 days after RFP opening date. If instructions are not received within this time, the College shall dispose of the commodities.

13. NONCONFORMANCE TO CONTRACT CONDITIONS**:** Others acceptable to the College may test Items for compliance with specifications by the Florida Department of Agriculture and Consumer Services. Should the items fail testing, the College may require the vendor to reimburse the College for costs incurred by the College in connection with the examination or testing of the commodity including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. 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 RFP and/or purchase order may result in vendor being found in default in which event any and all reprocurement costs may be charged against defaulting vendor. Any violation of these stipulations may also result in:
a) Suppliers name being removed from the College list.
b) All College departments being advised not to do business with the supplier without written approval from Purchasing until such time as supplier reimburses the College for all reprocurement and cover costs.

14. 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. The contract supplier shall be responsible for filling, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
c) Retain the item and its shipping container, including inner packing material, until the carrier and the contract supplier perform inspection.
d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

15. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this RFP prior to their delivery, it shall be the responsibility of the supplier to notify Purchasing 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 further expense to the College.

16. ADDITIONAL QUANTITIES: For a period not exceeding 180 days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to the amount shown on the RFP but not to exceed the threshold for category two at the prices proposed in this invitation. If additional quantities are not acceptable, the RFP proposal sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY."

17. SERVICE AND WARRANTY: Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided.

18. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a RFP 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 vendor shall not constitute a cognizable defense against the legal effect thereof.

19. PATENTS COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property: The vendor, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, trademarked or unpatented invention, process, or article manufactured or supplied by the vendor. The vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by vendor or is based solely and exclusively upon the College's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the vendor full opportunity to defend the action and control the defense.

20. Further, if such a claim is made or is pending the vendor may, at its options and expenses procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the College agrees to return the article on request to the vendor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the vendor uses any design, device or materials covered by copyright, patent or trademark, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

21. ASSIGNMENT: Any Purchase Order issued pursuant to this RFP and the monies, which may become due hereunder, are not assignable except with the prior written approval of the ordering agency.

22. LIABILITY: The vendor shall save and hold harmless the College, its officers, agents and employees against any and all claims by third parties resulting from the vendor's breach of this contract, the vendor's negligence, and/or vendor's other wrongful acts.

23. FACILITIES: The College reserves the right to inspect the vendor's facilities at any reasonable time with prior notice.

24 PUBLIC PRINTING: A vendor must have at the time of RFP opening a manufacturing plant in operation, which is capable of producing the items proposed, and so certify upon request of the agency. Every agency of the State, including agencies within the legislative and judicial branches of government, shall give preference to vendors located within the State when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to that obtainable from a vendor located outside the State.
(a) CONTRACTS NOT TO BE SUBLET: In accordance with Printing Laws and Regulations printing contracts cannot be sublet. Printing shall be awarded only to printing firms. No contract shall be awarded to any broker, agent, or independent vendor offering to provide printing manufactured by other firms or persons.
(b) PRINTING ADJUSTMENTS, OVERRUNS-UNDERRUNS: No adjustment shall be accepted by an agency on any purchase of printing unless conditions or specifications of proposal expressly so provide.
(c) COMMUNICATIONS: It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.
(d) RETURN OF MATERIALS: All copy, photos, artwork, and other materials supplied by the purchaser must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is affected.
(e) QUALITY-PERFORMANCE ANALYSIS: The vendor on any purchase of printing in excess of the threshold for category two shall complete and forward to Purchasing the analysis form that accompanied his purchase order together with an invoice copy.

25. PUBLIC RECORDS: Any material submitted in response to this RFP will become a public document pursuant to Section 119.07, F.S. This includes material, which the responding vendor 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, F S.

26. DEFAULT: Failure to perform according to this proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all reprocurement costs may be charged against your firm. Any violations of these stipulations may also result in:
a) Vendor's name being removed from Purchasing vendor mailing list.
b) All College agencies being advised not to do business with the vendors without written approval of Purchasing.

27. CANCELLATION**:** The College shall have the right of unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with the contract.

NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

Title Page

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1.0 GENERAL CONDITIONS

Pressure clean all surfaces that are to receive coatings. Use a minimum of 3000 psi, a 25% tip and a solution of chlorine and water mixed at 1 part chlorine to 3 parts water. Remove all chalk, efflorescence, dirt, mold, mildew, loose or peeling paint and any foreign contaminants. Obtain a clean, dry and dull surface prior to applying any coatings.

Inspect all substrates prior to applying any coatings. Report any areas unfit to receive coatings to appointed representative and await further instructions.

Caulking is to be Sherwin Williams Stampede 1. All patching is to be Sherwin Williams Conseal Elastomeric Patch. Sealant detail is further outlined in section 8.0-9.4, in the written Painting Specifications.

Sherwin Williams paint or equivalent.

1.1) Vertical Masonry

Seal, patch caulk and apply finish coat.

Note : All changes of angles are to be sealed using Sherwin Williams Stampede 1 Urethane Sealant.

1.2) Horizontal Masonry

Seal, patch, caulk and apply finish coat.

Note : All changes of angles are to be sealed using Sherwin Williams Stampede 1 Urethane Sealant.

1.3) Window Enclosures

Please note that if the sealant used for the Window Enclosure Areas is not to be painted, Sherwin Williams Stampede 1 H is to be used rather than Sherwin Williams Stampede 1.

COMMENTS: Sherwin Williams will issue a TEN YEAR LABOR & MATERIAL WARRANTY ON THE VERTICAL MASONRY, when coated with the Emerald Paint System, upon satisfactory completion of job and when written Painting Specifications have been followed. A Sherwin Williams Representative will follow progress of the job and perform regular job site visits. The warranty process generally requires two to four weeks from job completion.

2.0 SCOPE OF WORK

2.1 Protect plants and areas not designated to be coated.

2.2 Remove wood and plastic trim from exterior windows & doors on 120 openings.

2.3 Seal Around Windows & Door. Mill and install new PVC trim using stainless steel nails or fasteners. (Everture Brand or equal) to match existing trim.

2.4 Clean all debris from site.

2.5 Pressure clean complete (no roof) all vertical & horizontal masonry and doors to be sealed per specifications.

2.6 All Caulking, Sherwin Williams (per specs), to be used in all joints, expansion joints, window and door perimeters. Sherwin Williams Shermax Sealant to be used where wood meets wood or wood meets metal, or where metal meets masonry or masonry meets wood.

2.7 All patching on masonry to be Sherwin Williams knife grade or brush grade elastomeric patch after sealer is dry and to be top coated with emerald finish. (see specifications)

2.8 Any and all surface preparations to be done to Sherwin Williams Specifications.

2.9 No paint on metal doors or metal windows.

2.10 Paint any wood doors to Sherwin Williams specifications.

2.11 No paint on drip edge, upper gutters, or wrought iron.

2.12 All window replacements and major stucco repairs to be done by others.

2.13 Surface preparation ï Chemical Wash ï Pressure Wash

2.14 Surface Repair ï Caulk ï Patch

2.15 Application of coating as per specifications

2.16 Return work areas to previous conditions before commencement of work, removing debris to an acceptable standard of the industry.

3.0 WORKMANSHIP AND APPLICATION CONDITIONS

3.1 Paint only in dry weather when temperature is 50 degrees F or higher. Stop exterior work early to allow paint film to set up before condensation caused by night temperature drops occur. Do not begin painting until surfaces are moisture free.

3.2 Keep paint at room temperature.

3.3 Keep dust, dirt and debris away before, during and after painting.

3.4 Execute work in accordance with label directions. Coating applications shall be made in strict conformance to this specification and to the manufacturerôs paint instructions on the label and product data sheets.

3.5 Paint only dry wood (less than 15% moisture). Defer painting after rain or washing until surface is dry.

3.6 Do not varnish or enamel in direct sunlight.

3.7 Materials shall be applied evenly and free of runs, sags or pinholes.

3.8 All work shall be accomplished by skilled workmen, familiar with and trained to do this type of work. They shall be further qualified, to operate or use the equipment and rigging needed to accomplish this work.

3.9 Only the manufacturerôs thinners may be used to thin respective products and in the amounts prescribed.

3.10 All shrubbery, outside carpeting and sprinkler systems shall be fully protected against damage during each stage of the painting project.

3.11 All exterior substrates designated not to receive paint coatings shall be free of paint residue; e.g. windows, outdoor carpeting, etc.

3.12 Owner will provide water and electricity from existing facilities.

3.13 Normal safety signs, necessary lighting and temporary fencing around work areas shall be installed and maintained in accordance with OSHA requirements while work is in progress.

3.14 A progress schedule shall be furnished by the Contractor for approval and shall be based on the contract completion date. Contractor shall advise owner of areas in which work is to be performed sufficiently in advance of the work schedule, to permit the owner to prepare for the work, advise employees, move vehicles, etc.

3.15a Contractor shall submit evidence of Insurance Coverage as specified in 3.15b. Contractor shall use all precautions to avoid paint movement and shall cooperate with the owner to have the vehicles removed from the susceptible areas.

3.15b *CONTRACTOR shall maintain general liability insurance. Limits shall be a minimum of: (i) $1,000,000 per occurrence for bodily injury or property damage; (ii) $1,000,000 per occurrence for products or completed operations; and (iii) $2,000,000 annual aggregate for products or completed operations' claims. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusions for cross liability between insured. CONTRACTOR shall also require that all of its subcontractors maintain similar general liability insurance.*

4.0 MATERIALS

4.1 All materials used in this paint contract shall be manufactured or distributed by Sherwin Williams or approved equal manufacturer and delivered on the job in original sealed containers.

4.2 The paints herein specified are known to be suitable and will be enforced as the required standards of quality of this work.

4.3 All materials shall be used according to label directions and applied at package consistency.

5.0 COLORS

5.1 Colors TBD.

5.2 Color schedules shall be furnished to the painting contractor before application of prime coats. Prime coats shall be tinted to approximate shade of final coat.

5.3 A sample of the selected color shall be applied to the building for color approval by the project representative.

6.0 STORAGE AND USE OF PREMISE

6.1 The painting contractor shall confine his apparatus, materials, storage and operations of his workmen to the limits indicated by the project representative. All materials used on the job shall be stored in a single place designated by the project representative. Such storage shall be kept clean and painting contractor shall be liable for damage to surrounding areas.

6.2 Inflammable material and fire hazard waste shall be stored, handled and used in an approved manner and shall be removed from the site daily.

7.0 SURFACE PREPARATION

7.1 Each surface shall be cleaned and prepared as specified. The painting contractor is responsible for the completion of his work. Should any surface be found unsuitable to produce a proper paint or sealant finish, the project representative shall be notified in writing and no coating shall be applied until the unsuitable surfaces have been made satisfactory.

7.2 CLEANING AND MILDEW CONTROL

Remove mildew using a solution of chlorine and water mixed to a ratio of 1 part chlorine and 3 parts water. All exterior surfaces must be thoroughly pressure cleaned using water at a minimum 2100 PSI and a 25% tip to insure the surface is free of all loose and scaling paint, all chalk, mildew, mold, stains, dirt, grease or other foreign contaminants. Surfaces must be firm, clean, dry and dull, before proceeding.

7.3 Remove all loose or peeling paint and rust from ferrous metals by sanding or wire brushing.

7.4. Dry rotted wood shall not support a paint film and therefore shall be replaced before painting. Sandpaper any hard or glossy surface so as to insure proper adhesion.

7.5 Any loose or scaling paint not removed by pressure washing shall be removed by wire brushing or other suitable power tool cleaning.

7.6 New wood shall be primed prior to applying finish coats.

7.7 Bare wood shall be primed prior to applying finish coats.

7.8 Galvanized metal that is exposed after preparation by sanding or striping of old coating with paint remover followed by pressure washing then shall be primed.

7.9 Aluminum that is exposed after pressure washing shall be primed.

8.0 MASONRY REPAIR, PATCHING, CAULKING/SEALANT PROCEDURES

8.1 All construction joints and expansion joints shall be carefully inspected for caulking deterioration, loss of adhesion, cracking or loss of properties. Failing caulking shall be removed and area cleaned prior to applying new caulking, to assure desired adhesion to both surfaces. Where the exiting caulking is removed a neoprene rope shall be installed as a backup surface if the opening is greater than 1/8ò.

8.2 Hairline or shrinking cracks ï (1/32ò or smaller)
Must be bridged after cleaning cracks thoroughly, with Sherwin Williams Conseal or Vertical Elastomeric Wall Patch. Finished patches shall closely match existing masonry surfaces.

8.3 Hairline of shrinkage cracks ï (1/32ò to 1/16ò)
Apply Sherwin Williams Vertical Wall Patch Buttering Grade generously over the center of the crack. Use a broad knife or a brush and feather the material to either side of the crack. Allow to dry then top dress to obtain desired finish.

8.4 Small to medium cracks ï (greater than 1/16ò)
All loose material must be removed; cracks must be clean and dry. Fill crack with Sherwin Williams Vertical Wall Patch Knife Grade Patch. Allow patch to dry then bridge with Sherwin Williams Vertical Wall Patch Brush Grade, to obtain desired finish.

8.5 Sound out all masonry surfaces so as to determine proper bonding of substrates. If hollow sound or disbanding is present, remove loose substrate and prime with concrete primer. Apply concrete patching material in void and finish with Sherwin Williams Vertical Wall Patch Elastomeric Sealants, to match substrates in texture and uniformity.

8.6 Remove all tape, patching compound, caulking or sealant in any previous patched areas, apply new patch and repoint as specified.

8.7 All masonry surfaces are to be cleaned and bonded with Sherwin Williams A24 serried Loxon Masonry Conditioners or Loxon Primer, prior to patching, unless otherwise specified.

8.8 Rust areas under stucco, corner beads, etc., shall be removed to metal surface. Metal should be cleaned of rust scale. Treat with metal prep and prime with Sherwin Williams Kem Kromik Universal Primer, B50 Series, according to label directions. Repair stucco accordingly before recoating.

8.9 Remove all rust mites and patch areas accordingly with concrete patching material. Match texture of existing substrates.

8.10 In those areas of exposed rebar, it must be determined if sufficient damage has occurred to warrant concrete restoration. If that is true, separate specifications should be developed through a professional engineering firm for the proper restoration of the spoiled, cracked stucco that occurred due to the expanding rusted rebar.

9.0 EXTERIOR CAULKING OF WINDOW PERIMETERS, OPENINGS AND JOINTS WHERE SIMILAR AND DISSIMILAR SURFACES MEET

9.1 All caulking shall be carefully inspected for caulking deterioration, loss of adhesion, cracking and shrinking. Failing caulking shall be removed and the area cleaned prior to installing new caulk so as to insure desired adhesion.

9.2 Exterior caulking of window perimeters and all 45 degrees and 90 degrees angles. (Waterproofing only)

Where the existing caulking is removed a neoprene rope shall be installed as a backup surface to insure proper sealant compaction if needed. Areas that have no caulking will be caulked using Sherwin Williams Stampede Sealant or approved sealant meeting Federal Spec. TT-S-OO230C, Type II, Class A, USA and FDA approved.

9.3 Exterior caulking of door frames (Waterproofing only)
All construction joints, expansion joints, window and door perimeters shall be carefully inspected for caulking deterioration, loss of adhesion, cracking and loss of properties. Failing caulking shall be removed and the area cleaned prior to re-sealing to insure desired adhesion to both surfaces. Where the existing caulking is removed, a neoprene rope shall be installed as a back-up surface to insure proper sealant compaction. In the areas listed above, there may be no caulking/sealant at all. If this condition exists, the contractor shall clean the area prior to caulking and a neoprene rope shall be installed as a back-up surface if openings are larger than a ¼ò. All caulking is to be completed with Sherwin Williams Stampede 1 Urethane Sealant or approved equivalent.

9.4 Exterior caulking of similar and dissimilar surfaces. (Repainting)

Areas to be re-caulked shall be caulked using Sherwin Williams Stampede 1 Sealant where wood or metal meets glass. Areas that have no caulking shall be caulked using Shermax Sealant where wood or metal meets glass.

Areas to be re-caulked shall be caulked using Sherwin Williams Shermax Sealant where wood meets wood or wood meets metal, metal meets masonry or masonry meets wood. Areas that have no caulking shall be caulked where wood meets wood, or wood meets metal, metal meets masonry or masonry meets wood.

10.0 OBSERVATION AND SAMPLES

10.1 Wet film thickness will be checked with properly calibrated wet film thickness gauge or by other specifically approved instruments.

10.2 It will be the painting contractorôs responsibility to own and use a wet film thickness gauge to check his application thickness as he proceeds. The method checked against the volume solids and coverage rates is the best guide in determining what the dry film thickness will be.

10.3 Small sample areas of each phase of work shall be done and checked by the project representative. This will serve upon acceptance as the job standard for the remainder of that phase of work. This will prevent misunderstandings of these specifications.

11.0) RECOMENDED SYSTEMS OR EQUIVALENT

11.1 Provide submittal package if submitting on equal product

11.2) Vertical Masonry

1st Coat - Sherwin Williams Loxon Conditioner, A24WW1150, at 250 s/f gal, at .05 dry mils.

2nd Coat - Sherwin Williams Emerald Satin, K48 Series, at 200 s/f gal, at 1.5 dry mils.

11.3) Horizontal Masonry

1st Coat - Sherwin Williams Loxon Conditioner, A24WW1150, at 250 s/f gal, at .05 dry mils.

2nd Coat - Sherwin Williams Emerald Satin, K48 Series, at 200 s/f gal, at 1.5 dry mils.

11.4) Window Enclosures

Please note that if the sealant used for the Window Enclosure Areas is not to be painted, Sherwin Williams Stampede 1 H is to be used rather than Sherwin Williams Stampede 1.

11.5) New PVC Trim (Everture Brand or equal)

12.0 Project Schedule

The projected project completion date is:

May 2, 2014

Bidder's Affirmation and Declaration

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgments, personally appeared

_____

Affiant's Name

who, after being duly cautioned and sworn (or who is unsworn if that be the case) and being fully aware of the penalties of perjury, does hereby state and declare, on his own behalf or on behalf of a partnership or corporation, whoever or whichever is the Bidder in the matter at hand, as follows:

1. That the Bidder, if an individual, is of lawful age; or

2. That if:
   a. The Bidder is a partnership or a corporation; it has been formed legally;
   b. The Bidder is a Florida Corporation, it has filed its Articles of Incorporation with the Florida Secretary of State; and,
   c. The bidder is a corporation incorporated under the law of a state other than Florida; it is duly authorized to do business in the State of Florida.

3. That if the Bidder is using a fictitious name, he/she/it has complied with the Fictitious Name Statute of the State of Florida.

4. That the Bidder has not submitted a rigged bid, nor engaged in collusive bidding or collusive bidding arrangements or fraudulent bidding, or entered into a conspiracy relative to this bid, with any other person, partnership, or corporation making a bid for the same purpose. The Bidder is aware that "Any understanding between persons where one or more agree not to bid, and any agreement fixing the prices to be bid so that the awarding of any contract is thereby controlled or affected, is in violation of a requirement for competitive bidding and renders a contract under such circumstances invalid." [See McQuillian, Municipal Corporations, §26.69].

5. That the Bidder is not in arrears to any agency in the State of Florida upon debt or contract and is not a defaulter, as surety or otherwise upon any obligation to any agency of the State of Florida.

6. That no officer or employee of the New College of Florida, either individual or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract of obligation entered into between the New College of Florida and this Bidder or awarded to this Bidder; nor shall any University officer or employee have any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of this contract or obligation to this Bidder.

7. That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of the work to be performed and/or the services to be rendered.

Further Bidder Sayeth Not.

Bidder: Complete the Acknowledgment on the following page.

Bidder's Affirmation and Declaration - Continued

Please Print or Type

We the undersigned, as Bidders, hereby declare that we have carefully read this Invitation to Negotiate or Request for Proposal and its' accompanying provisions, terms and conditions concerning the equipment, materials, supplies and/or services as called for, the technical specifications along with any applicable drawings, attended all applicable pre-bid or pre-proposal conference along with visual inspections, and with the full knowledge and understanding of the requirements and conditions, do hereby agree to furnish and to deliver as indicated, F.O.B. New College of Florida's location, with all transportation charges prepaid, and for the prices quoted thereon as follows.

******See Bid Proposal Herein******

Firm Name:_____

Type of Organization: [ ] Individual [ ] Small Business [ ] Non-Profit
[ ] Partnership [ ] Corporation [ ] Joint Venture

Business is licensed, permitted or certified to do business in the State of Florida. [ ] Yes [ ] No

Division of Management Services SPURS License No.:_____

State of Florida Corporation ID No. (from Secretary of State):_____

State of Florida Fictitious Name Reg. No. (from Secretary of State):_____

State of Florida Contractor's License No. (from DPR):_____

Name Contractor's License is under:_____

FEID No. _____ County of _____

Representative's Name:_____

Authorized Representative's Title:_____

E-Mail Address:_____

Street Address:_____

City:_____ State:_____ Zip Code:_____

Telephone No._____ Fax No._____

The foregoing instrument was acknowledged before me this the _____ day of _____, 20__, by _____ who is personally known to me or who has produced identification and who did (did not) take an oath.

_____ _____
Signature of Notary Public Authorized Signature of Affiant

Notary Public
State of _____
My Commission Expires: _____

_____ _____
Printed, typed or stamped Printed, typed or stamped
Commissioned Name of Notary Public Name of Affiant

Certified/Non-Certified (CMBE/NON-CMBE)
Minority Business Enterprise
Participation Compliance Report Form - Construction Projects

Reporting Period: Quarter:_____ Fiscal Year:_____
(INSERT QTR. ABOVE (EXAMPLE:1ST, 2ND, 3RD,4TH) (INSERT FISCAL YEAR ABOVE (EXAMPLE: 06-07,07-08, 08-09

Prime Contractor/Construction Manager:_____

NCF Project Title: _____

NCF Project No./Bid No.: _____ Project Manager: _____

Subcontractor Listing (If sub/sub list minority firm and prime-sub)	**MBE Code**	**Dollar Amount**	**FEID #**	**Date Paid**
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
			TOTAL	**$**_____

I certify that the information supplied herein, including all attachments, is correct to the best of my knowledge. I further certify that in doing business with the State of Florida my firm is in compliance with Chapter 112, Florida Statutes relating to conflict of interest (to review the Statute in full, visit http://www.flsenate.gov/statutes).

Prepared By: **Title:** **Date:**

_____ _____ _____

(Name)

_____
(Signature)

Certified Minority Business Enterprise (CMBE) (Vendors Certified by the State of Florida) View State of Florida website to locate CMBE vendors at: http://199.250.30.122/dirhome.htm	**MBE CODE**	**Non-Certified Minority Business Enterprise (NON-CMBE)** (Vendors not certified by the State of Florida) Business must be at least 51% owned, managed & controlled by minority persons.	**MBE CODE**
African-American	**H**	**African-American**	**N**
Hispanic-American	**I**	**Hispanic-American**	**O**
Asian-American	**J**	**Asian-American**	**P**
Native American	**K**	**Native American**	**Q**
American Woman	**M**	**American Woman**	**R**