

COLLEGE of CENTRAL FLORIDA SOLICITATION / OFFER and AWARD <i>-an equal opportunity college-</i>		PAGE 1	PAGE 32
Description: APPLETON MUSEUM GLASS PROJECT			
1. Bid Number 11-4	2. RFP/ITN #	3. Type of Solicitation <input checked="" type="checkbox"/> Invitation to Bid (ITB) <input type="checkbox"/> Request for Proposal (RFP) <input type="checkbox"/> Request for Qualification (RFQ)	4. Issue Date <u>October 14, 2011</u>
6. ISSUING OFFICE: College of Central Florida - Purchasing Department Stewart E. Trautman, Jr. Director of Purchasing 3001 S.W. College Road Founders Hall - Room 101 Ocala FL 34478-1388		7. CONTACT INFORMATION To Receive Documents: Pamela Halsey, Staff Asst IV Phone: (352) 854-2322 Ext. 1527 For Solicitation Inquiries: Stewart E. Trautman, Jr. <i>Director of Purchasing</i> Phone: (352) 854-2322 Ext. 1227 or Email: trautmas@cf.edu	

PART I SOLICITATION (*Solicitation means an invitation to bid, a request for proposal, or a request to negotiation*)

7. Sealed original offers for furnishing the goods/and or services prescribed herein will be accepted at the location specified in block 6, if hand carried, delivered or via Mail, will be received until **2:00 pm** local time (hour) on **October 18, 2011**.
CAUTION: Late submissions will not be accepted. All offers are subject to the terms and conditions contained in this solicitation.

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PART II OFFER (*To be fully completed by the Proposer/Offeror*)

9. In strict compliance with the above and contents prescribed herein, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inserted by the (proposer/offeror) from the date of receipt of proposal/offer specified above, to furnish any and/or all items specified and offered at the price indicated on the proposal/offer response form, within the specified delivery schedule.

10. ACKNOWLEDGEMENT OF ADDENDUMS (The Proposer/Offeror acknowledges receipt of addendums to the solicitation and related documents)	ADDENDUM NO	DATE	ADDENDUM NO	DATE	ADDENDUM NO	DATE	
	11. NAME AND ADDRESS OF PROPOSER/OFFEROR:			11A. TELEPHONE NO		11B. FAX NO	
	Name:			Area Code		7-Digit No	
	Address:			Area Code		7-Digit No	
	City			State		Zip	
	11C. NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)			Name		Title	
			Signature (Person Authorized to Sign)			Date Signed	

11D. PROPOSED WARRANTY PERIOD _____(DAYS) After receipt of order(ARO) or Notice to Proceed(NTP)	12. REPRESENTATIONS AND CERTIFICATIONS					
	STATE CERTIFIED VENDOR? Yes <input type="checkbox"/> No <input type="checkbox"/>		Certification Number: _____			
	Effective Dates: _____ to _____					
11E. PAYMENT TERMS (if other than Net 30)	CERTIFIED MINORITY BUSINESS ENTERPRISE (CMBE)? Yes <input type="checkbox"/> No <input type="checkbox"/>		Florida CMBE Certification No. _____			
	Effective Dates: _____ to _____					
11F. DELIVERY TERMS (if other than FOB Dest)	Minority Type (Code) _____		Category: (H) African American (I) Hispanic (J) Asian American (K) Native American (M) American Woman (OSD Minority Categories)			
	<i>While the College does not establish specific goals for minority "set-asides", it does strongly encourage participation by minority and non minority qualified firms.</i>					

PART III AWARD (*TO BE COMPLETED BY CF*)

13. PROPOSAL/OFFER ACCEPTED AS TO ITEMS NUMBERED BELOW (Proposal/Offer Response Form)	14. AWARD AMOUNT \$ _____	15. Budget Code _____	GLC Code _____
		16. Funding Verification _____	
		VP Finance & Accounting (or designee) _____ Date _____	

REQUIRED SIGNATURES

17. AWARD RECOMMENDATION:	_____ DIRECTOR OF PURCHASING (or designee)	_____ DATE
AWARD CONCURRENCE:	_____ SR. VICE PRESIDENT OF FINANCE AND ADMINISTRATION (or designee)	_____ DATE
AWARD APPROVAL:	_____ CF PRESIDENT OR DISTRICT BOARD OF TRUSTEES, CHAIR (or designee)	_____ DATE

SECTION A - SOLICITATION/OFFER AND AWARD

INSTRUCTIONS

Please read each section carefully and submit a fully executed copy of all required documents as indicated herein.

PART I **SOLICITATION** To be completed by the Issuing Office.

PART II **OFFER** To be completed by the Proposer/Offeror.

1. Block 6 Submit fully executed proposal/offer to the address located in block number 6.
2. Block 9 Complete if offer acceptance period is greater/less than 120 calendar days.
3. Block 10 Individually acknowledge any (all) addendums issued by entering date and addendum number(s) by indicating date received and addendum no.
4. Block 11 Enter Name (Company), Address, City, State and Zip Code and County. Enter Federal Employee Identification Number (F.E.I.N.) or Social Security Number if sole proprietor/owner.
5. Block 11A Enter business telephone number including area code and seven (7) digit Number.
6. Block 11B Enter business fax telephone number including area code and seven (7) digit Number.
7. Block 11C Type or Print name of authorized company representative. Original signature is required.
8. Block 11D Enter proposed warranty information.
9. Block 11E Enter proposed payment terms if other than Net 30 days
10. Block 11F Enter delivery terms if other than FOB Destination CF Ocala, FL
- 11 Block 12 Enter Florida Vendor Registration Number (if applicable) and effective date and ending date. Enter Florida Certified Minority Business Enterprise Certification Number (CMBE) (if applicable) and effective date and ending date. Indicate the applicable minority code that applies to your business.

While the College does not establish specific goals for minority "set-asides", it does strongly encourage participation by minority and non minority qualified firms.

PART III **AWARD**

To be completed by issuing office and approved by the College of Central Florida President or the District Board of Trustees Chair or designated authorized official.

SECTION A – Solicitation/Offer and Award
General Conditions, Instructions and Information for Offerors

These documents constitute the complete set of terms and conditions, specification requirements and bid/offer response forms.

1. Definitions

- a. **College** and/or **CF**: Refers to College of Central Florida.
- b. **Board**: Refers to District Board of Trustees College of Central Florida
- c. **ITB**: A formal request soliciting competitive sealed bids. Includes specifications or Scope of work and or Technical Drawings and all contractual terms and conditions.
- d. **Bid/Offer**: A bid/offer (monetary amount) in response to an ITB.
- e. **Offeror/Proposer**: Refers to Company, person who submits a response to the solicitation.
- f. **Contractor**: An Individual or company awarded the contract/agreement or purchase order.
- g. **CMBE**: Certified Minority Business Enterprise as defined by the Governor Bush's One Florida Equity in Contracting Plan and the Office of Supplier Diversity (OSD) Tallahassee Florida
- h. **Contract Manager**: An individual designated by the Director of Purchasing to perform management of all post award actions through interaction with the contractor's representative during the performance of services rendered.
- i. **Contract Administrator**: An individual responsible for the administration of all post award actions of the contract to ensure compliance with all terms and conditions of the solicitation/contract through contract completion/closeout.

2. **Contact**: Any questions concerning this Invitation to Bid (ITB) must be directed to the purchasing office staff or other College officials as indicated herein. Contact with any other CF staff member or member of the District Board of Trustees prior to posting of a recommendation of award shall be cause for disqualification with the exception of the pre-bid

conference. **Exception**: Contact may be made during the Pre-Bid Conference or site visit.

- 3. **Bid Submittal**: All bid sheets and attachments must be completed and submitted in a **sealed envelope or package**. The face of the envelope or package shall contain:
 - ▶ Bidder's name
 - ▶ Address
 - ▶ Date and time of bid opening
 - ▶ ITB number and title

Bids which do not comply with these requirements may be rejected at the option of CF.

- 4. **Execution of Bid**: Bids must contain a manual signature, in ink of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly sign the Bid shall invalidate same, and it shall not be considered for award. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by the Bidder to any part of the ITB document must be initialed in ink. The original ITB terms and conditions and specifications cannot be changed or altered in any way. Altered Bids will not be considered. Clarification of Bids submitted shall be in letter form, signed by Bidders and forwarded to the Director of Purchasing.
- 5. **Delays**: CF, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of CF to do so. CF will notify Bidders of all changes in scheduled due dates by written addendum.
- 6. **No Bid or Bid Withdrawal**: If not submitting a bid response, return only the Statement of No Bid, and give the reason in the space provided. Failure to submit either a bid or a Statement of No Bid may be cause for removal of Bidder from the mailing list.

Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The following

must be included in the contract files for each late bid, modification, or withdrawal:

- (1) The date and hour of receipt.
- (2) A statement, with supporting rationale, regarding whether the bid was considered for award.
- (3) The envelope, wrapper, or other evidence of the date of receipt.

7. **Bid Opening:** Shall be open to the public and will be held on the date and time specified on page 1, block 8, Solicitation, Offer and Award. Sealed bids must be submitted either by mail or personal delivery so that they are in receipt of the College's Purchasing Department, Founders Hall, Building 1, Room 101 at 3001 SW College Road, Ocala Florida, 34474, on or before the time specified. Bids will be clocked in and stamped with the date and time of receipt by an employee of the Purchasing Department. Only those bids stamped on or before the bid submission deadline will be opened, reviewed and considered. Oral, telephonic, telegraphic, or faxed bids will not be accepted. Persons with disabilities needing assistance to participate in the Public Bid Opening should call the Purchasing Agent at least 48 hours in advance of the bid opening.

8. **Late Bids:** The bid opening time shall be scrupulously observed. Under no circumstances shall Bids delivered after the time specified be considered; such Bids will be returned unopened. CF will not be responsible for late deliveries or delayed mail. The time clock located in the Purchasing Department shall serve as the official authority to determine lateness of any bid.

9. **Identical or Tie Bids:** In the event two (2) or more Bidders submit the identical amount as their Bid offer, the following criteria, in order of importance, from the highest priority to lowest priority: (1) response is from a Florida domicile entity, (2) if one response is from a certified minority business enterprise, and (3) when a response is deemed by the College to be in its best interest considering factors such as; prior performance, or (4) or by coin toss or drawing of numbers by an authorized purchasing official or designee.

10. **Mistakes: Unit Price Governs:** In the event of extension error(s), the unit price will prevail and the Bidder's extension and total offer will be corrected accordingly. In the event of addition error(s), the unit price and extension thereof will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall

take precedence over numerical amounts. The Bidder should initial corrections in ink.

Exception: If the unit price is so under/overstated that it is an obvious error, the extended line item price may be divided by the estimated quantity, or decimal corrected, to establish the intended unit price (a price that should be consistent with the other unit price bids). Verification of the error must be made in writing by the Bidder. Price realism shall prevail over the "unit price governs" rule.

11. **Invoicing and Payment:** If applicable payment for any and all invoices that may arise as a result of a purchase order issued pursuant to this ITB shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a correct invoice (s), in strict accordance with the price(s) and delivery elements as stipulated in the solicitation(contract) or purchase order, shall be submitted to Accounts Payable, Founders Hall, Room 112A, 3001, S.W. College Road, Ocala, FL 34478, RE: PO#.
- b. All invoices submitted shall consist of one (1) original and one (1) copy; clearly reference the subject purchase order number; provide a sufficient clear description to identify goods or services for which payment is requested; and include date(s) of services.
- c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).
- d. CF's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Bidder Information Form.

12. **Taxes:** The College does not pay state sales tax. Do not include it on invoices. The applicable tax exemption number is:

1. FL SALES TAX: 85-8012739697C-7
(4/30/2010-4/30/2015)

13. **Discounts:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

14. **Terms and Conditions:** Should any Bidder have any concerns regarding the terms and conditions, said Bidder must voice their concerns either during the Pre-Bid Conference or via written request for clarification/request for

information. Said terms of the contract are not negotiable after the bid due date.

15. **Additional Terms and Conditions:** Unless expressly accepted by CF the following conditions shall apply: Exceptions to the terms and conditions will not be accepted. No additional terms and conditions included with the Bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this ITB if submitted either purposely through intent or design, inadvertently appearing separately in transmittal letters. It is understood and agreed that the General and/or any Special Terms & Conditions in these ITB documents are the only conditions applicable to this ITB, and the Bidder's authorized signature on the Bid Response Form attests to this.

16. **Interpretations:** All Bidders shall carefully examine the ITB documents. Bidders are expected to examine the terms and conditions, specifications, Scope of Work, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. FAILURE TO DO SO WILL BE AT BIDDER'S RISK. Any ambiguities or inconsistencies shall be brought to the attention of CF in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the ITB documents shall be requested in writing, and received by CF's Purchasing Director at least seven (7) calendar days prior to the Bid Opening. No person is authorized to give oral interpretations of or make oral changes to the ITB. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the ITB will be made in the form of a written Addendum to the ITB and will be furnished to all Bidders.

17. **Addendum:** CF will record its responses to inquiries, clarifications, any supplemental instructions, and/or necessary revisions to ITB documents, in the form of a written addendum. Should revisions to the ITB documents become necessary, CF will provide a written addendum to all Bidders who received an ITB package from the Purchasing Department.

Bidders who obtain ITB documents from other sources must officially register with CF's Purchasing Department in order to be placed on the mailing list for any forthcoming addenda or other official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have

submitted a bid without an addendum acknowledgment for the most current addendum. The Bidders shall acknowledge receipt of all addenda on page 1, Solicitation, Offer and Award, block # 11.

18. **Conflict of Interest:** All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of CF. All Bidders must disclose the name of any CF employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

19. **Legal Requirements:** Bidders are required to comply with all provisions of Federal, State, county and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

20. **Drug-Free Workplace:** Whenever two or more Bids which are equal with respect to price, quality, and service are received by CF for the procurement of commodities or contractual services, a Bid received from a business that completes the attached DFW form (page 26) certifying that it is a DFW shall be given preference in the award process.

21. **Acceptance/Rejection:** CF reserves the right to accept or reject any or all Bids and to make the award to that Bidder, who in the opinion of CF will be in the best interest of and/or the most advantageous to CF also reserves the right to reject the Bid of any Bidder who has previously failed in the proper performance of an award or to deliver on-time contracts of a similar nature or who, in CF's opinion, is not in a position to perform the Scope of Work properly. CF reserves the right to waive any irregularities, informalities and technicalities in offers received, and may, at its discretion, request a re-bid or abandon the project/procurement in its entirety.

22. **Posting of Recommendation for Award:**
The agency shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting. This notice shall contain the following statement: "Failure to file a protest within the time prescribed in section 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."

23. **Award:** Recommendation for Award shall be made for the lowest, responsive, responsible Bid determined to be in the best interest of the College upon completion of posting period. CF reserves the right to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all Bids received, and may at its sole discretion, request a re-bid or abandon the project in its entirety. Bidders are cautioned to make no assumption until CF has entered into a contract or issued a purchase order.
24. **EEO Statement:** CF is committed to assuring equal opportunity in the award of contracts, and therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, disability, national origin, or gender.
25. **Contractual Agreement:** The terms, conditions, and provisions in this solicitation constitute the formal agreement between contracting parties. The order of precedence will be general law, the purchase order or solicitation, and the response. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of the State of Florida. The venue shall be Marion County Florida.
26. **Governmental Restrictions:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on the ITB prior to their performance, it shall be the responsibility of the Bidder to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. CF reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to CF.
27. **Permits/Licenses/Fees:** Any permits, licenses, or fees required will be the responsibility of the Bidder. No separate or additional payment will be made.
28. **Indemnification:** The Bidder, without exemption, shall indemnify and save harmless CF, its employees volunteers and/or any of its Board of Trustees members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the Bidder. Further, if such a claim is made or is pending, the Bidder may, at its option and expense, procure for CF the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, CF agrees to return the article, on request, to the Bidder and receive reimbursement. If the Bidder used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
29. **Advertising:** By submitting a Bid, Bidder agrees not to use the results there from as a part of any commercial advertising, without the express written approval of the appropriate level of authority within CF.
30. **Assignment:** Any purchase order or contract issued pursuant to this ITB and the monies which may become due hereunder are not assignable except with the prior written approval of CF, through the Purchasing Department.
31. **Compliance with Occupational Safety and Health:** Bidder certifies that all material, equipment, etc., contained in his/her Bid meets all applicable OSHA requirements. Bidder further certifies that, if he/she is the Bidder and the material, equipment, etc., delivered is subsequently found to be defective in any applicable OSHA requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.
32. **Disqualification of Bidder:** Any or all Bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.
33. **Changes/Adjustments/Deviations:** No changes, adjustments, or deviations shall be accepted on any item unless conditions or specifications of an ITB expressly so provide. Any other changes, adjustments, or deviations shall require prior written approval, and shall be binding ONLY if issued by CF Purchasing Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any changes, adjustments, or deviations not properly executed as required herein.
34. **Public Records:** Upon determination of the recommendation for award or thirty (30) days after opening, whichever is earlier, sealed bids, proposals or replies become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(1) and s.24(a),

Art. I of the State Constitution. Bidders must invoke the exemptions to disclosure provided by law in the response to the bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

35. **Bid Preparation Costs:** Neither CF nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this ITB. Bidders should prepare their Bids simply and economically, providing all information and prices as required.
36. **Responsibility:** A Bidder must, at the time of bid opening, must be financially and physically capable of performing the requirements or services as submitted, and so provide such certification with their Bid or upon request.
37. **Inspection of Bidder's Facilities:** CF reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, in order to determine that Bidder has a bona fide place of business and is a responsible Bidder.
38. **Joint Ventures:** Bids submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this ITB.
39. **Site Visit:** CF reserves the right to make a site visit to one or more of Bidder's clients to investigate/affirm the quality of services being provided without previous notice to Bidder.
40. **Protest.** Failure to file a protest within the time prescribed in s. 120.57(3), Florida Statutes, shall constitute a waiver of proceeding under Chapter 120, Florida Statutes. In accordance with FS287.042, any person who files an action protesting a decision or intended decision pertaining to contracts administered or purchases by the College pursuant to Section 120.53(5) (b) shall post at the time of filing the formal written protest a bond payable to the College in an amount equal to one percent (1%) of the total volume of the contract or five thousand dollars (\$5,000), whichever is less. The aforementioned bond shall be conditioned upon the payment of all costs which may be adjudged against him/her in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check or money order in the amount of the bond. If, after completion of the administrative hearing

process and any appellate court proceedings, the agency prevails, it shall recover all costs and charges which shall be included in the final order judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the award, the bond, cashier's check or money order shall be returned to him/her. If the person protesting the award prevails, he or she shall recover from the agency all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.

41. **References:** Bidders shall submit a list of current and past references with their Bid submittal. Include the name of contact persons who have personal knowledge of the Bidder's performance. The contact person should have been informed that they are being named as a reference, and that CF may be sending a reference questionnaire via email. Do not list persons who are unable or unwilling to answer specific questions regarding your performance.
42. **Bidders Conditions:** Any conditions to be made as part of the bid/offer should be submitted on the "Affidavit of Compliance", provided herein and fully executed as instructed.
43. **Americans With Disabilities Act:** Bidders should identify any products that may be used or adapted for use by visually, hearing or other physically impaired individuals.
44. **Renewal:** Any agreement resulting in the award of this bid may be renewed upon mutual written consent for the additional period specified when applicable.
45. **Additional Quantities:** The College reserves the right to purchase additional quantities at the prices offered in this invitation. If additional quantities are not acceptable, the bid sheets must note "BID IS FOR SPECIFIED QUANTITY ONLY."
46. **Bonding:** Bid, performance or payment bonds shall be provided when specified by the terms of the Solicitation/Offer and Award. The amount shall be that determined by the College to be reasonable and necessary to protect the best interest of the College. The Bond may be in the form of a surety bond, cashiers check, endorsed certificate of deposit, money order or certified check drawn on a solvent bank. Such bond or deposit shall be forfeited to the College in case the bidder shall fail or refuse to execute the contract.
47. **Withholding of Funds:** Ten percent (10%) of the total aggregate bid amount will be withheld

in lieu of a bid or performance bond. Progressive payments will be made during the course of the project until final completion. The withheld amount of (10%) will be paid after receipt and acceptance of all services and receipt of a properly executed final invoice prior to contract completion.

48. **Cooperative Purchasing:** Pursuant to their own governing laws, and subject to the agreement of the Bidder, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between CF and Bidder, and CF shall not be a party to any transaction between the Bidder and any other purchaser.

49. **Purchases by Other Entities: (Piggy-Back)** In accordance with State Board of Education rules (see 6A-14.0734 (2) (c), the successful bidder may extend stated bid prices to any other community college or public entity that may wish to use this bid for the purpose of obtaining the same items/or services during a stated contract period.

50. **Employees, Subcontractors, and Agents:** All Bidder employees, subcontractors or agents performing work under the contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Bidder shall furnish a copy of performing work under the contract must comply with all security and administrative requirements of the customer.

51. **Termination for Default:** Should the Contractor default under the terms of the contract, which incorporates the bid requirements, such default will be determined at the sole discretion of the College will give the Contractor written notice, and the Contractor will have 10 calendar days from the date of each notice to correct the default. If the Contractor fails to correct the default within the time period specified in the written notice, the College will have the right to notify the Contractor in writing of the termination of the contract. In addition, the College may report the default to other entities that may have an interest in the solicitation activities of the College or seek damages where applicable.

The College may by written notice of default to the Contractor, terminate this contract in whole or in part based on the following failures:

- (1) Deliver the supplies or to perform the services within the time specified in this solicitation or any extension;
- (2) Make progress, so as to endanger the performance of this contract or
- (3) Perform any of the other provisions of this contract.

52. **Termination for Convenience:** The College by written notice to the Bidder may terminate the contract in whole or in part when the College determines in its sole discretion that it is in the College's best interest to do so. The Bidder shall not furnish the product or begin services after it receives the notice of termination except as necessary to complete the continued portion of the contract if any. The Bidder shall not be entitled to recover any cancellation charges or lost profits.

53. **Termination for Cause:** The College may terminate the contract if the Bidder fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006 (3) F.A.C., governs the procedure and consequences of default. The Bidder shall continue work on any work not terminated. Except for defaults of subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Bidder and the subcontractor, and without the fault or negligence of either, the Bidder shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Bidder to meet the required delivery schedule. If after termination, it is determined that the Bidder that the Bidder was not in default, or the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the College. The rights and remedies of the College in the clause are in addition to any other rights and remedies provided by law or under the contract.

54. **Disputes:** In case of any doubt or differences of opinion as to the items to be furnished, the College's decision shall be final and binding on both parties.

55. **Rules Regulations, Laws, Ordinances and Licenses:** The successful Bidder agrees that it shall observe and obey all the laws, ordinances regulations and rules of the federal state and local governments. It shall also comply with all of the College's rules and requirements.

56. **Force Majeure, Notice of Delay, and Non Damages for Delay:** The Bidder shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Bidder or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Bidder's control, or for any of the foregoing that affect subcontractor or suppliers if no

alternate source of supply is available to the Bidder. In the case of delay the Bidder believes is excusable, the Bidder shall notify the College in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, or (2) If the delay is not reasonably foreseeable, within five (5) days after the date the Bidder first had reason to believe that a delay could result.

57. **Liquidated Damages:** Time is of the essence in the work provided for in these construction documents and there will be, on the part of the owner, considerable monetary damage in the event the Work is not completed within the time fixed for the completion of the contract, or within the time to which such completion may be extended by consent of the owner. Inasmuch as the actual damages for such delay is impossible to exactly determine, the Bidder agrees that he/she and his/her surety shall be liable for and shall pay to the owner the following liquidated damages:

For failure of the contractor to be substantially completed with the work within the time set forth in the agreement between owner and contractor; liquidated damages shall be in accordance with the following schedule:

CONTRACT AMOUNT	LIQUIDATED DAMAGES PER CALENDAR DAY
\$10,000 to \$100,000	- \$100
\$100,000 to \$499,999	- \$250 + 0.05% of contract amount exceeding \$100,000
\$500,000 to \$999,999	- \$450 + 0.04% of contract amount exceeding \$500,000
\$1,000,000 to \$1,999,999	- \$650 + 0.03% of contract amount exceeding \$1,000,000
\$2,000,000 to \$5,999,999	- \$950 + 0.02% of contract amount exceeding \$2,000,000
\$6,000,000 and Greater	- \$1,750 + 0.01% of contract amount exceeding \$6,000,000

For the purpose of computing liquidated damages only, no deduction shall be made from the contract amount for Owner Direct/Contractor Assisted Purchase of Project Related Material and Equipment as described in Section 00820 of these Bidding Requirements. If the project has multiple phased substantial completion dates, liquidated damages for each phase shall be computed based on the contract amount allotted to each phase by the schedule of values.

58. **Inspection and Acceptance of Supplies and or Equipment /Services:**

- A) **Supplies and or Equipment** - The College reserves the rights to inspect or test "All end products," ordered by and or delivered on behalf of the College and accept, reject or request correction at the expense of the contractor based on the results of inspection. Acceptance shall be conclusive, except with regards to latent defects, or fraud. Upon expiration of lease terms, both parties will inspect all equipment and shall mutually agree on compensation due as a result of any damage/defects determined to be caused by the College.
- B) **Services** - The College reserves the right to inspect all services in accordance with the contract requirements and/or as called for on the purchase order or blanket purchase agreement. Acceptance and/ or rejection shall be made as promptly as possible after completion or delivery.

59. **Remedies for Nonconformance:**

- A) If a contractor delivers a supply or service, but it does not conform to the contract or order requirements, the College shall take appropriate action in accordance with the inspection and acceptance clause of the solicitation, as supplemented by the purchase order.
- B) If the contractor fails to correct the failure the College may:
 - (1) Replace or correct the failure and charge the contractor.
 - (2) Terminate the contract for cause or default.

60. **Invitation to Propose Financing Terms:**

- A) The offeror is invited to propose terms under which the College may make contract financing payments as a result of award of this contract. The financing terms proposed by the bidder/offeror shall be a factor in the evaluation of the offeror's/bidders submission.
- B) In accordance with the Florida Statutes, the bidders/offerors proposed financing may not be acceptable if it does not conform to the following:

1. Payments shall only be made for supplies or equipment delivered and accepted, or services rendered and accepted in accordance with the agreed upon payment terms herein.
 2. No contract financing payments shall be made in advance of any performance or delivery under this contract.
 3. The terms and conditions of the contract financing must be appropriate or customary in the commercial market place; and provide the "Best Value;" the highest overall value to the College based on objective factors that include, but are not limited to price, quality, design, and workmanship. College reserves the right to renew, renegotiate, purchase or upgrade equipment at current fair market value (The fair market value is the price of the equipment and determined by commercially reasonable means).
 4. The terms and conditions of the contract financing must be in the best interests of the College.
 5. The offeror's/bidder's proposed financing shall include a detailed description of the rates and terms to which the College is bound from origination through completion as a result of acceptance of submission.
 6. The offeror's/bidder's proposed Financing shall include a listing of the earliest date, and total amount of each payment due through maturity with specified terms and conditions of the purchase price or lease purchase option based on a Fair Market Value Lease.
 7. If the College elects to utilize the Lease Option upon the expiration of the agreed upon lease terms the contractor shall arrange for the removal of all equipment at no additional cost to the College.
61. **Equitable Adjustment:** The College in its sole discretion may make an equitable adjustment in the contract terms and/or pricing if or availability of supply is affected by extreme and unforeseen volatility in the market-place that is by circumstances that satisfy all of the following criteria:
- 1) The volatility is due to causes wholly beyond the contractor's control
 - 2) The volatility affects the marketplace or industry, not just the particular contract source of supply
 - 3) The effect on pricing or availability of supply is substantial, and;
 - 4) The volatility so affects the contractor that continued performance of the Contract would result in a substantial loss.
 - 5) Regulated changes in the CPI or PPI
- Price adjustment request shall be submitted in writing to the Purchasing department as soon as possible. A written determination will be made within 10 calendar days after receipt of price change request.
62. **Samples:** Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon request, be returned at the Proposer's/Offeror's expense. Request for return of samples shall be accompanied by detailed instructions which include shipping authorization and name of carrier.
63. **Patents and Royalties:** The proposer/offeror, without exception, shall indemnify and hold harmless the College and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyright, patented or unpatented invention, process or article manufactured or used in the performance of this contract, including its use by the College. If the Proposer/offeror uses any design, devices or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the ITB prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
64. **Public Entity Crimes (Purchases Greater than Category Two \$25,000.00) including Federal Grants:** Pursuant to OMB Circular A-110, Subpart B, Section 13, A person or affiliate who has been placed on either the Federal Excluded Parties List system (FEPLS) or the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a proposal or enter into a contract to provide goods and/or services, construction or repair of a public building, leasing of real property, may not submit a proposal 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, (i.e. \$25,000) who is listed on the convicted vendor list. The Federal Excluded Parties List System can be located at: <http://epls.gov>

65. **Discriminatory Vendors List(s)**: An entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a proposal or offer 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. The State of Florida Discriminatory Vendor List can be found at: <http://myflorida.com>.
66. **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 provision as determined pursuant to Section 274A of the Immigration and Nationality Act.
67. **Best Pricing Bid/Offer**: During the contract term, if the College becomes aware of better pricing offered by the successful proposer/offeror for substantially the same or a smaller quantity of a product outside of the contract but upon the same or similar terms of the contract, then at the discretion of the College the pricing under this solicitation/contract shall be immediately reduced to the lower price(s).
68. **Manufacturer's name and Approved Equivalents**: Unless otherwise specified, any manufacturer's name, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the College's prior approval, the successful proposer/offeror may provide any product that meets or exceeds the applicable specifications. The successful proposer/offeror shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The College shall determine in its sole discretion whether a product is acceptable as an equivalent.
69. **Risk of Loss**: Matters of inspection and acceptance are addressed in the clause entitled **Inspection and Acceptance Supplies and/or Equipment and Services** and as defined in FS 215.422, until acceptance, risk of loss or damage shall remain with the successful proposer/offeror. The successful proposer/offeror shall be responsible for filing, processing, and collecting all damage claims. To assist the successful proposer/offeror with damage claims, the College shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; and damage inspection report. When the College rejects a product, the contractor shall remove it from the premises within ten (10) days after notification or rejection. Upon rejection
- notification, the risk of loss of rejected or non-conforming product shall remain with the successful proposer/offeror. Rejected product not removed by the successful proposer/offeror within ten (10) days shall be deemed abandoned by the same and the College shall have the right to dispose of it as its own property. The successful proposer/offeror shall reimburse the College for costs and expenses incurred in storing or effecting removal or disposition of rejected product.
70. **Safety Standards**: Unless otherwise stipulated in the proposal all manufacturer items and fabricated assemblies shall comply with applicable requirements of the Federal Occupational Safety and Health Act (OSHA), American National Standards Institute Safety Standards and any applicable Florida standards.
71. **Material Safety Data Sheet**: A Material Safety Data Sheet (MSDS) must be submitted for each chemical included in the proposal/offer. The MSDS sheet must be submitted for a chemical prior to the recommendation for award. Failure to submit a MSDS may render the proposal/offer non responsive. The information is requested in accordance with the Florida's Right-to-Know law.
72. **Non-Funding**: In accordance with Florida Statue 287.0582, "The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. In the event that sufficient budgeted funds are depleted or unavailable, the College shall notify the successful proposer/offeror in writing of such occurrence and the contract shall terminate without penalty or expense to the College.
73. **Rejection of Third Party Assignments**: The College reserves the right to reject third party assignments except with the prior written approval of the College.
74. **Toxic Substances**: Successful proposer/offeror shall comply with Section 1013.49, Florida Statutes, if they are involved in any manner with toxic substances and shall notify the Director of Facilities & Plant Operations in writing of any substance to be used which is enumerated in the Florida substance list, at least three (3) working days prior to using the substance. The notification shall contain: (1) the name of the substance to be used; (2) where the substance is to be used; and (3) when the substance is to be used. If the successful proposer/offeror uses subcontractors, the proposer shall be responsible for insuring that

all subcontractors are in compliance with the above statute.

75. **Lobbying:** The expenditure of funds from Grants and Aids appropriations, for the purpose of lobbying the Legislature or a State Agency is prohibited. This condition is applicable to Florida state appropriated grants and aids.

76. **Travel Expenses:** Proposer/offeror shall not charge the College for any travel expenses, meals, and lodging without College's prior written approval. Upon obtaining College's written approval, Proposer may be authorized to incur travel expenses payable by the College to the extent and means provided by Chapters 287.058 (1) and 112.061, Florida Statutes. Any expenses in excess of the prescribed amounts shall be borne by the Proposer.

77. **Federal Grant Requirements:** This special condition is applicable to purchase orders issued as a result of the bid when financed all or in part by grants from the Federal Government.

(a) **Access to Records:** CF, the Federal Sponsoring Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the successful Proposer(s) which are pertinent to the purchases resulting from this RFP for the purpose of making audits, examinations, excerpts and transcriptions.

(b) **The Copeland "Anti-Kick Back" Act -** The successful Proposer(s) shall comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

(c) **The Davis-Bacon Act (Construction Only) -** The successful Proposer(s) shall comply with the Davis-Bacon Act (40 U.S.C. 276a-a7) and as supplemented by Department of Labor regulations (29 CFR Part 5).

(d) **Contract Hours and Safety Standards Act -** The successful Proposer(s) shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (20 CFR Part 5).

(e) **Clean Air Act and Federal Water Act –** The successful Proposer(s) must

guarantee that all products purchased as a result of this ITB comply with all applicable standards, orders or regulations issued pursuant to the Clean air Act of 1970 (42 U.S.C. 1857 et. seq.) and the Federal Water Pollution Act (33 U.S.C. 1251 et. seq.)

78. **Evaluation of Options:** Except when it is determined not to be in the College's best interest the College will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the College to exercise the option.

79. **Option to Extend the Term of the Contract:**

(a) The College may extend the term of this contract provided that the College gives the contractor a preliminary written notice of its intent to extend at least Sixty (60) days unless otherwise specified before the contract expires. The preliminary notice does not commit the College to an extension.

(b) The total duration of this contract, including the exercise of any options under this provision shall not exceed Five (5) years.

80. **Substantial Completion:** (Construction Contracts/Minor Repair or Alterations/Services) The date of substantial completion of work or designated portion thereof is the actual date certified by the College (Owner) or designated authorized representative, when the construction/minor repair or alteration/or services are sufficiently complete, in accordance with all stated terms and conditions set forth in the solicitation. The College's authorized representative may authorize the release of the followings upon receipt and acceptance:

The date of substantial completion may include but is not limited to the following:

- (a) Approval and Receipt of Occupancy Permits by Fire Marshall
- (b) Elevator Permits
- (c) All materials and equipment installed
- (d) Landscaping and site work complete
- (e) HVAC test and balance complete and all certificates submitted to Owner/College.
- (f) All systems in-place, functional and displayed to College's authorized representative or designee.
- (g) All systems signed off by the owner/College or College's authorized representative or designee.

- (h) Cleaning and removal of debris from premises.
- (l) Receipt of manuals and/or warranty certificates/information by the College.
- (j) Draft record documents submitted to College/or authorized representative or designee.
- (k) Training and on site demonstrations complete

81. **Final Completion:** It is agreed by both parties time is the essence for the completion of this project. The Contract time shall begin with issuance of a Notice to Proceed (NTP) or the issuance of and receipt of a purchase order indicating the start date to the Contractor by the college. Final Completion shall be 30 calendar days after Substantial Completion

The date of final completion may include but is not limited to the following:

- (a) Work is complete and in accordance with the Contract Documents and is ready for final inspection.
- (b) Completion and approved Operation and Maintenance manuals have been submitted.
- (c) Record Drawings reflecting "as built" conditions are complete and acceptable to the Architect-Engineer.
- (d) All required Project Close-out Documentation is complete.
- (e) Full Occupancy Permit from the Department for Housing, Buildings and Construction has been obtained.
- (f) All additional materials required by the specifications have been delivered to the Using Agency. E.g. spare parts, ceiling tiles, floor tile, etc...
- (g) All Owner training has been completed.

82. **Payments under Fixed Price Construction Contracts:**

(a) Payment of Price. The College shall pay the contractor the contract price as provided in this contract.

(b) Progress Payments. The College shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contract Manager or authorized designee, on estimates of work accomplished which meets the standards of quality established under this solicitation, as approved by the College's authorized representative.

(c) The contractors request for progress payments shall include the following substantiation:

(1) An itemization of the amounts requested, related to the various elements of work required by the solicitation requirements covered by the payment requested.

(2) Additional supporting data in a form and detailed required the Director of Purchasing or authorized designee.

(3) Contractor Certification. Along with each request for progress payments, the contractor shall furnish the following certification, or payment shall not be made:

"I hereby certify, to the best of my knowledge and belief, that:

(4) The amounts requested are only for performance in accordance with the specifications, terms and conditions contained in the solicitation, Central Florida Community College, Administrative Procedures 5.16, and applicable Florida Statute(s).

Name	Title
Date Signed (Authorized Representative of Firm)	

(5) This certification is not to be construed as final acceptance of the contractor's performance. Please refer to the clause entitled, "Substantial Completion", and Inspection, and Acceptance of supplies/equipment and or services and Final Payment.

(6) Retainage - If the College finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contract Manager or authorized designee, shall authorize payment to be made in full. However, if satisfactory progress has not been made, the College may retain 10% of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete the College may retain from previously withheld funds and future progress payments, that amount that the Contract Manager or authorized designee considers adequate for protection of the College and shall release to the contractor all of the remaining withheld funds. Also, on completion and acceptance of each separate building,

public work, or other division of the contract for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

83. **Public Meeting and Records:** All meetings as a result of this solicitation shall be conducted in strict compliance with the clause entitled "Public meetings and records; public inspection; criminal and civil penalties, "Florida Statutes" 286.11.

84. **Firm Fixed Price Contract:** A firm fixed price or fixed price with equitable adjustment contract will result from the award of this solicitation (where applicable).

85. **Correction of Work:** The Contractor shall promptly correct all Work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of the correcting such rejected Work, including the cost of the Architect's additional services thereby made necessary.

85.1 If, within one (1) year the date of the approval of the Certificate of Final Inspection by the Florida Department of Education or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.

85.2 All such defective or non-conforming Work under Subparagraph 85.1 and 85.2 shall be removed from the site if necessary, and the Work shall be corrected to comply with the Contract Documents without cost to the Owner.

85.3 The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

85.4 If the Contractor does not remove such defective or non-conforming work within a reasonable time fixed by written notice from the architect, the Owner may remove it and may store the materials or equipment at the expense of the contractor. If the contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the owner may upon ten

(10) additional days written notice sell such work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the contractor including compensation for additional architectural services. If such proceeds of sale do not cover all costs which the contractor should have borne, the difference shall be charged to the contractor and an appropriate change order shall be issued. If the payments then or thereafter due the contractor or not sufficient to cover such amount, the contractor shall pay the difference to the owner.

85.5 If the contractor fails to correct such defective or non-conforming work, the owner may correct it in accordance with Paragraph 86.0

86. **Owner's right to carry out the work.** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including the cost of the Architect's additional services made necessary by such default, neglect or failure. The Architect must approve both such action and the amount charged to the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

87. **Owner's Right To Stop Work.** If the Contractor fails to correct defective Work or persistently fails to supply materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Contractor will not be entitled to a time extension of the contract completion time in the event the Owner exercise his rights under this paragraph.

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 Appleton Museum Glass Project

SECTION B - BID/OFFER RESPONSE FORM

1.0 THE WORK

1.1 College of Central Florida, Facilities and Plant Operations, located at 3001 SW College Road Ocala FL. 34474, is seeking qualified sources to furnish and provide all necessary labor, equipment, materials and supervision specified in the project manual and drawings (Attachment A) for a new glass wall to expand the dining area at the Appleton Museum. The Museum is located at 4333 E Silver Springs Blvd. Ocala, Florida 34470. Services will be in strict accordance with the **SPECIFICATIONS CONTAINED HEREIN** from Johnson, Smith Architects, P.A.

1.2

Item Description	QTY	U/M	Total Extended Price
Construction of a new glass wall to expand the existing dining area at the Appleton Museum of Art	1	JOB	\$
TOTAL AMOUNT BID (Item 1.2 above)			\$

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SECTION C – SOLICITATION SCHEDULE

1.0 THE SOLCITATION SCHEDULE, WHICH MAY BE SUBJECT TO CHANGE, IS AS FOLLOWS

Date & Time	Activity, Location
October 14, 2011 – October 16, 2011	ITB Advertised and (distributed)
Wednesday, October 19, 2011 @ 10:30 a.m.	Mandatory Pre-Bid Conference <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No To be held at: <p style="text-align: center;">The Appleton Museum Classroom 105 4333 E Silver Springs Blvd. Ocala, Florida 34470.</p> Site Visit Immediately Following
Thursday, October 20, 2011	Last Day for Questions
Friday, October 28, 2011 @ 2:00 p.m.	Bid Due Date and Submission to: <p style="text-align: center;">CF Purchasing Department 3001 SW College Road Founders Hall Ocala, FL. 34474</p> <i>(Caution-Late Bids will be returned)</i>
Friday, October 28, 2011 @ 2:01 p.m.	Public Bid Opening at: <p style="text-align: center;">CF Purchasing Department 3001 SW College Road Founders Hall Ocala, FL. 34474</p>
Friday, October 28, 2011 – Tuesday, November 1, 2011	72 Hour Bid Tabulation Posting
Thursday, November 3, 2011	Award Date
Friday, November 4, 2011	Notice to Proceed
Thursday, February 2, 2012	Substantial Completion Date
Saturday, March 3, 2012	Final Completion Date

Any changes to the schedule will be provided to all interested parties via written addendum.

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SECTION D - GENERAL INFORMATION

1.0 Contract Terms/Solicitation Award

- 1.1 The terms, specifications and conditions contained within the Solicitation, Offer and Award ITB 11-4 shall constitute the total contractual terms and conditions between the successful bidder unless modified by written amendment (change order) and no further conditions will be accepted.

2.0 CF Contact

- 2.1 All questions relating to this solicitation shall be directed in writing to the Director of Purchasing Stewart E. Trautman, Jr., and/ or William Ponko, Purchasing Agent at:

College of Central Florida
Purchasing Department
3001 SW College Road
Founders Hall/Rm 101
Ocala, Florida 34474

- 2.2 Telephone inquires can be directed to the number provided on page 1, Solicitation, Offer and Award, Block 7.

3.0 Bid Opening

- 3.1 Only the Bidder's name and totals/subtotals shall be read aloud at the Public Bid Opening on the date and time specified.

4.0 Change Orders

- 4.1 All changes to the solicitation after award will be executed using an Amendment to the Solicitation, Offer and Award Form issued by the purchasing department.

5.0 Acknowledgement

- 5.1 By submitting a solicitation/offer the bidder acknowledges that he/she has read ITB 11-4 in its entirety and understands the requirement, and further agrees to be bound by the solicitations terms and conditions contained herein.

6.0 Time Period of Acceptance

- 6.1 The bidder warrants that the prices, terms and conditions submitted in response to ITB 11-4 shall be firm for a period of at least **120 calendar** days from the due date unless otherwise stated on page 1, Solicitation, Offer and Award.

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Appleton Museum Glass Project

SECTION D - GENERAL INFORMATION

7.0 Professional Licenses/Certifications

7.1 Bidders shall include copies of all current and applicable State, Federal and local licenses and/or Permits necessary for performance of the requirements of this solicitation at no cost to the College along with the bid submittal.

8.0 Contract Administration

8.1 Services of successful bidder (Contractor) shall be under the general direction of the Director of Purchasing, Stewart E. Trautman, Jr. or an authorized designee.

9.0 Contract Manager

9.1 The Contract Manager under the subject solicitation will be Wilson Mitchum: Construction Facilities Manager, who can be reached at (352) 854-2322 ext 1803.

10.0 Minimum Requirements

10.1 The successful offeror/bidder shall demonstrate the full capacity to perform this service as defined in the solicitation, while possessing the necessary experience and qualifications to meet the minimum requirements and be determined responsive and responsible under the terms and conditions of the solicitation.

11.0 Solicitation Award

11.1 A fully executed copy of the Solicitation, Offer and Award form (Page 1) will constitute the entire contract/ agreement between the parties and no other document will be issued.

12.0 Bonding Requirements

12.1 A bid bond in the penal sum of ten percent (10%) of the total bid amount shall be included with the bid submittal. Failure to submit an acceptable bid bond may result in a determination of non-responsiveness.

12.2 A performance bond in the penal sum of one hundred percent (100%) of the total bid amount shall be requested by the college to the awardee once the bid has been awarded. Failure to submit an acceptable performance bond may result in a determination of non-responsiveness.

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Appleton Museum Glass Project

SECTION E - SCOPE OF SERVICES

1.0 Scope of Work

The College of Central Florida (CF) Plant Operations located at 3001 SW College Road, Bldg. 10, Ocala, FL 34474, is seeking qualified sources to construct a new glass wall consisting of oversized glass panels, approximately 100 square feet each and weighing in excess of 500 pounds each, to expand the existing dining area at the Appleton Museum of Art, located in Silver Springs, Florida. The work is described by the bidding documents prepared by Johnson Smith Architects, P.A. dated October 4, 2011, and as described in the bidding proposal forms prepared by CF.

The work includes, but is not limited to:

- The installation of new concrete curbing, modification of travertine stone panels, removal and reinstallation of plaster ceilings; installation of all glass accessories including tracks, setting blocks and sealants; installation of steel bracing and framing above existing ceilings necessary to support the new glass wall; removal and disposal of an existing glass panel wall, and the repair of the ceiling, floor, and wall surfaces where the existing glass wall is removed.
- The work shall also include the logistics necessary to transport the oversized panels through existing museum door opening.

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Appleton Museum Glass Project

SECTION F-SOLICITATION SUBMITTALS

The following items must be fully executed and submitted with the bid response:

- | | |
|-------------------------------------------|---------------|
| 1. Solicitation, Offer and Award | Page: 1 |
| 2. Bid/Offer Response Sheet | Page: 15 |
| 3. Bid Bond (10% of base bid price) | Page: 22 - 23 |
| 4. Drug Free Workforce Certification | Page: 26 |
| 5. Affidavit of Compliance | Page: 27 |
| 6. Statement of No Bid | Page: 28 |
| 7. Disputes Disclosure | Page: 29 |
| 8. References/Recently Completed Projects | Page: 30 |
| 9. List of Subcontractors | Page: 31 |
| 10. Certificate of Insurance Requirements | Page: 32 |

Failure to submit the above documents may result in a determination of Non-Responsiveness

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SECTION G - SPECIAL PROVISIONS

1.0 Access and Audits

1.1 BIDDER shall maintain adequate records to justify all charges and costs incurred in performing the work for at least two (2) years after completion of this Agreement. CF shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at CF cost upon seven (7) calendar days written notice.

1.2 The auditor will need access to the following documents during an audit:

(b.1) All paid vouchers include those for out-of-pocket expenses, and other reimbursements supported by invoices, including Bidder's copies of periodic estimate for partial payment

(b.2) Ledgers

(b.3) Cancelled checks

(b.4) Deposit slips

(b.5) Copies of all contracts and copies of any contract amendments/change orders

(b.6) Insurance documents

(b.7) Payrolls

(b.8) Time sheets

1.3 The above listed records may be kept on Bidder's premises, and be made available at that location.

2.0 Purchase Orders (If applicable)

2.2. CF shall issue a Purchase Order (PO) for encumbrance and payment purposes.

2.3. All terms and conditions, Specifications, Scope of Work shall be incorporated by reference.

3.0 Invoice Requirements

3.1. One (1) original invoice shall be forwarded to **College of Central Florida, Founders Hall, Accounts Payable, Building 1, Room 112, Ocala Florida 34474** for payment processing upon receipt and acceptance by College of Central Florida. Please include Purchase Order Number (PO Number) on invoice forwarded. Upon receipt, acceptance and approval payment will be made.

3.2. Payment Terms - College of Central Florida payment terms are net/30 days.

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Appleton Museum Glass Project

SECTION H-REPRESENTATIONS AND CERTIFICATIONS

BID BOND	DATE BOND EXECUTED (Must not be later than bid opening date)
PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION (check applicable box below) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF CORPORATION
SURETY(IES) (Name and business address)	

PENAL SUM OF BOND				SOLICITATION/OFFER/OTHER		
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				ISSUE DATE	
	MILLIONS	THOUSANDS	HUNDREDS	CENTS	FOR	

OBLIGATION:

We, the Principal and Surety (ies) are firmly bound to the District Board of Trustees of College of Central Florida in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The principal has submitted the bid or proposal.

THEREFORE:

The above obligation is void if the Principal – (a) upon acceptance by College of Central Florida of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event or failure to execute such further contractual documents and give such bonds, pays College of Central Florida for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to College of Central Florida. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety (ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	CORPORATE SEAL
			(SEAL)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	
INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1. (SEAL)	2. (SEAL)		
NAME(S) (Typed)	1.	2.		
CORPORATE SURETY (IES)				
SURETY A	NAMES & ADDRESSES		STATE OF INC.	LIABILITY LIMIT (\$)
	SIGNATURES	1.	2.	
	NAME(S) & TITLE(S) (TYPED)	1.	2.	
SURETY B	NAME & ADDRESSES		STATE OF INC.	LIABILITY LIMIT (\$)
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (TYPED)	1.	2.	

This form must be completed and returned with your bid submittal.

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require written approval of College of Central Florida.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A and Surety B) headed "CORPORATE SURETY (IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the surety

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Attached), for each surety, shall accompany the bond. College of Central Florida may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal" and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

ITB 11-4
Appleton Museum Glass Project

SECTION H-REPRESENTATIONS AND CERTIFICATIONS

PERFORMANCE BOND	DATE BOND EXECUTED (Must not be later than bid opening date)			
PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION (check applicable box below)			
	<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP	
	<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION	
	STATE OF CORPORATION			
SURETY(IES) (Name and business address)	PENAL SUM OF BOND			
	MILLIONS	THOUSANDS	HUNDREDS	CENTS
	DATE	AGREEMENT NUMBER		

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the District Board of Trustees of College of Central Florida in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal – (1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by College of Central Florida, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1.	2.	3.	CORPORATE SEAL
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY (IES)

SURETY A	NAME & ADDRESSES		STATE OF INC.	LIABILITY LIMIT (\$)	CORPORATE SEAL
	SIGNATURES	1.	2.		
	NAME(S) & TITLES (Typed)	1.	2.		
SURETY B	NAME & ADDRESSES		STATE OF INC.	LIABILITY LIMIT (\$)	CORPORATE SEAL
	SIGNATURES	1.	2.		
	NAME(S) & TITLES (Typed)	1.	2.		

INSTRUCTIONS

1. Any deviation from this from will require written approval of College of Central Florida.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A and Surety B) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Attached), for each surety, shall accompany the bond. College of Central Florida may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal".
5. Type the name and title of each person signing this bond in the space provided.

ITB 11-4
Appleton Museum Glass Project

SECTION H-REPRESENTATIONS AND CERTIFICATIONS

DRUG FREE WORKFORCE CERTIFICATION

The undersigned Proposer/Offeror in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

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 proposed 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 *novo contend ere*, 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 is so convicted.
6. 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.

Company Name _____
(Print or Type Company Name here)

Type or Print Name & Title Authorized Representative **Title**
as shown on Page 1, Solicitation/Offer and Award

Signature of Authorized Representative as shown above **Date Signed**

NOTARY _____

SEAL

DATE SIGNED _____

This form must be completed and returned with your bid submittal.

ITB 11-4
Appleton Museum Glass Project

SECTION H- REPRESENTATIONS AND CERTIFICATIONS

AFFIDAVIT OF COMPLIANCE

To be submitted with bid/offer forms:

_____ We **DO NOT** take exception to the Bid/Offer/Specifications.

_____ We **TAKE** exception to the Bid/Offer/Specifications as follows:

Company Name _____
(Print or Type Company Name here)

Type or Print Name & Title Authorized Representative
as shown on Page 1, Solicitation/Offer and Award

Title

Signature of Authorized Representative as shown above

Date Signed

This form must be completed and returned with your bid submittal.

ITB 11-4
Appleton Museum Glass Project

SECTION H- REPRESENTATIONS AND CERTIFICATIONS

STATEMENT OF NO BID

If your company does not intend to submit an offer on this requirement please complete and return this form prior to the date shown for receipt of proposals to the address cited in block #6, Solicitation, Offer and Award, page 1 of this solicitation:

We, the undersigned, have declined to bid on the above referenced Request for Proposal for the following reason(s):

Please check appropriate item(s):

- Scope of Work or Terms and Conditions are too "restrictive."
(Please explain below.)
- Unable to meet requirements
- ITB was unclear. (Please explain below.)
- Insufficient time to respond
- We do not offer this type of service or equivalent.
- Our employee man loading would not permit us to perform.
- Unable to meet bonding or insurance requirements (if applicable)
- Other (Please explain below.)

REMARKS:

- Please remove our company from your "Mailing List":

Company Name

_____ **(Print or Type Company Name here)**

**Type or Print Name & Title Authorized Representative
as shown on Page 1, Solicitation/Offer and Award**

Title

Signature of Authorized Representative as shown above

Date Signed

This form must be completed and returned with your bid submittal.

ITB 11-4
Appleton Museum Glass Project

SECTION H- REPRESENTATIONS AND CERTIFICATIONS

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" in the box after "YES" or "NO." If you answer "YES," please explain via attachment.

Disclosure can be limited to the regional/district office which will be supporting this Contract.

* * * * *

1. Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES NO

2. Has your firm, or any member of your firm, been declared in default, terminated, or removed from a contract or job related to the services your firm provides in the regular course of business within last five (5) years?

YES NO

If yes, indicate company name, contact name and telephone number, length of service provided, and reason for early cancellation/termination of contract.

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES NO

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

Company Name _____

(Print or Type Company Name here)

**Type or Print Name & Title Authorized Representative
as shown on Page 1, Solicitation/Offer and Award**

Title

Signature of Authorized Representative as shown above

Date Signed

This form must be completed and returned with your bid submittal.

ITB 11-4
Appleton Museum Glass Project

SECTION H- REPRESENTATIONS AND CERTIFICATIONS

REFERENCES/RECENTLY COMPLETED PROJECTS

List four references for contracts that your firm or entity now holds or has recently completed similar to the same size and scope as this solicitation within the last five (5) years.

1. _____
LOCATION NAME

ADDRESS

CONTACT PERSON TITLE
TELEPHONE NUMBER FAX NUMBER
DATE OF CONTRACT LENGTH OF CONTRACT CONTRACT AMOUNT

2. _____
LOCATION NAME

ADDRESS

CONTACT PERSON TITLE
TELEPHONE NUMBER FAX NUMBER
DATE OF CONTRACT LENGTH OF CONTRACT CONTRACT AMOUNT

3. _____
LOCATION NAME

ADDRESS

CONTACT PERSON TITLE
TELEPHONE NUMBER FAX NUMBER
DATE OF CONTRACT LENGTH OF CONTRACT CONTRACT AMOUNT

4. _____
LOCATION NAME

ADDRESS

CONTACT PERSON TITLE
TELEPHONE NUMBER FAX NUMBER
DATE OF CONTRACT LENGTH OF CONTRACT CONTRACT AMOUNT

This form must be completed and returned with your bid submittal.

ITB 11-4
Appleton Museum Glass Project

SECTION H- REPRESENTATIONS AND CERTIFICATIONS

List of Sub-Contractors

1. _____
CONTRACTOR NAME

ADDRESS

CONTACT PERSON _____ TITLE _____
TELEPHONE NUMBER _____ FAX NUMBER _____
TYPE OF WORK _____

2. _____
CONTRACTOR NAME

ADDRESS

CONTACT PERSON _____ TITLE _____
TELEPHONE NUMBER _____ FAX NUMBER _____
TYPE OF WORK _____

3. _____
CONTRACTOR NAME

ADDRESS

CONTACT PERSON _____ TITLE _____
TELEPHONE NUMBER _____ FAX NUMBER _____
TYPE OF WORK _____

4. _____
CONTRACTOR NAME

ADDRESS

CONTACT PERSON _____ TITLE _____
TELEPHONE NUMBER _____ FAX NUMBER _____
TYPE OF WORK _____

This form must be completed and returned with your bid submittal.

ITB 11-4
Appleton Museum Glass Project

SECTION I - CF INSURANCE REQUIREMENTS

1. Bidder shall submit a Certificate of Insurance during the performance of the services under this Contract reflecting at least the minimum amounts and conditions as follows:

A. Commercial General Liability including products liability and completed operations liability:

General Aggregate (other than Products/Completed Operations)	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Umbrella liability insurance may be used to meet the general liability coverage limit requirements

B. Automobile Liability for owned, hired, and non-owned vehicles:

Bodily Injury and Property Damage (each accident)	\$1,000,000
---------------------------------------------------	-------------

C. Workers' Compensation (as required by Statute) with Employers' Liability limits of

Each Accident	\$500,000
Disease – each employee	\$500,000
Disease – policy limit	\$500,000

2. Conditions:

- A. Any subcontractors hired by the Prime Contractor must comply with the same insurance coverage requirements and shall submit the required Certificate of Insurance through the Prime Contractor.
- B. The Prime Contractor shall furnish all original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this contract no less than (7) business days prior to the event. The receipt of any certificate does not constitute an agreement by the College that insurance requirements have been met
- C. Bidder shall furnish CF certificates of insurance which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to CF.
- D. Bidder shall include CF as an additional insured on the General Liability and Automobile Liability insurance policy required by the Contract. All of Bidder's sub-Bidders shall be required to include PCC and Bidder as additional insured on their General Liability insurance policies.