STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES NORTH FLORIDA EVALUATION AND TREATMENT CENTER



INVITATION TO BID

Application of Silicone Roof Coating AT North Florida Evaluation and Treatment Center

ITB - # <u>02-1516</u>

Commodity Code: 72152601 Release Date: October 5, 2015

TABLE OF CONTENTS

Application of Silicone Roof Coating at North Florida Evaluation and Treatment Center TABLE OF CONTENTS

SECTION 1. INTRODUCTION

- **1.1** Introduction to the Procurement
- 1.2 Statement of Purpose
- 1.3 Terms and Conditions
- 1.4 Contact Person
- 1.5 Definitions
- **1.6 Supporting Documentation**

SECTION 2. ITB PROCESS

- 2.1 General Instructions
- 2.2 Official Notices
- 2.3 Schedule of Events and Deadlines
- 2.4 Notice of Intent to Submit a Bid
- 2.5 Pre-Bid Conference
- 2.6 Written Inquiries
- 2.7 Receipt of Bids and Waiver of Minor Irregularities
- 2.8 Application of Mandatory Requirements
- 2.9 Request to Withdraw Bid
- 2.10 Cost of Preparation of Bid
- 2.11 PUR 1001
- 2.12 Department's Reserved Rights

SECTION 3. MINIMUM SPECIFICATIONS

- 3.1 Vendor Qualifications
- 3.2 Minimum Delivery Specifications
- 3.3 Composition of the Contract
- 3.4 Order of Precedence

SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE ITB

- 4.1 How to Submit a Bid
- 4.2 Content of the Bid
- 4.3 Bid Format
- 4.4 Public Records and Trade Secrets

SECTION 5. THE SELECTION METHODOLOGY

- 5.1 Evaluation Methodology
- 5.2 Department's Reserved Rights Relating to Contract Award
- 5.3 **Posting Notice of Award**

APPENDIX I - NOTICE OF INTENT TO SUBMIT A BID

APPENDIX II - CERTIFICATE OF SIGNATURE AUTHORITY

APPENDIX III - VENDOR'S CERTIFICATIONS

APPENDIX IV - VENDOR'S SUBMITTAL REQUIREMENTS

APPENDIX V - VENDOR'S PRICE SHEET

APPENDIX VI – SPECIFICATIONS

APPENDIX VII – 01600 MATERIALS AND EQUIPMENTS

APPENDIX VIII – 01340 SUBMITTALS AND SUBSTITUTIONS

ATTACHMENT I - PUR 1000

ATTACHMENT II – PUR 1001

INTRODUCTION

1.1 Introduction to the Procurement

The Department of Children and Families, North Florida Evaluation and Treatment Center is issuing this solicitation to interested parties for the purpose of obtaining **Application of Silicone Roof Coating at North Florida Evaluation and Treatment Center**. This solicitation is issued in accordance with the provisions of Section 287.057, Florida Statutes, Chapter 60A-1 of the Florida Administrative Code, and applicable Department policies and procedures. Any person interested in responding to the solicitation must comply with all of the terms and conditions described in the solicitation. A failure to read, understand, or comply with the terms of the solicitation may result in the Department's inability to accept or fully consider the response.

1.2 Statement of Purpose

The purpose of this ITB is to obtain competitive bid prices from experienced contractors for application of Silicone Roof Coating located at the campus of North Florida Evaluation and Treatment Center, Gainesville, Florida. The contractor must meet all required applicable local, state and federal laws, codes, regulations and standards governing the facility operations in mental health facilities. The contractor shall be licensed in accordance with the requirements of Chapter 489, F.S.

1.3 Term of Conditions

The anticipated start date is June 1, 2016. Pricing must be valid until this time.

1.4 Contact Person

This ITB is issued by the State of Florida, Department of Children and Families, North Florida Evaluation and Treatment Center. The contact person for all communication regarding this ITB is:

Angela Gregory, Purchasing Agent III Mailing Address: Florida Department of Children and Families Northeast Florida State Hospital 7487 South State Road 121 Macclenny, Florida 32063 Email: angela.gregory@myflfamilies.com

All contact shall be in writing via electronic mail, U.S. mail, or other common courier. <u>No</u> **<u>questions will be accepted by facsimile or telephone</u>.**

1.5 Definitions

Contract Terms

Contract terms used in this document can be found in the Department's Glossary of Contract Terms, which is hereby incorporated by reference and maintained at the following website: <u>http://ewas.dcf.state.fl.us/asc/glossary/glossary.asp</u>

1.5.1 Program or Service Specific Terms.

- **1.5.1.1** Addenda Written or graphical instruments posted in accordance with Section 2.2 of the ITB which modify or interpret the ITB document(s) by additions, deletions, clarifications or corrections.
- **1.5.1.2** Invitation to Bid (ITB) A written solicitation for competitive sealed bids to select one or more respondent(s) for the procurement of contractual services.
- **1.5.1.3 NFETC** refers to North Florida Evaluation and Treatment Center, a mental health facility located in Gainesville Florida and operated by the Department of Children and Families.
- **1.5.1.4** Vendor/Contractor Any qualified private sector business entity, non-profit or for-profit organization that has been selected in accordance with the provisions of the ITB.
- **1.5.1.5 Bidder** Any qualified private sector business entity, non-profit or forprofit organization that has submitted a bid in accordance with the provisions of the ITB.

1.6 Supporting Documentation

Please see Attachment I for PUR1001

http://www.dms.myflorida.com/media/purchasing/pur_forms/1001_pdf

Please see Attachment II for PUR 1000

http://www.dms.myflorida.com/media/purchasing/pur_forms/1000_pdf

SECTION 2. ITB PROCESS

2.1 General Instructions

Bids that meet the **Mandatory Requirements (Section 4.2)** of this ITB and are otherwise responsive will be eligible for evaluation. Such responsive vendors will be evaluated and ranked. Following evaluation, the Department will post a notice of intended contract award, identifying the vendor selected for award. Final contract terms will be established with the selected vendor.

2.2 Official Notices

2.2.1 Notices Regarding the ITB

All notices, decisions, intended decisions, addenda and other matters relating to this procurement will be electronically posted on the Department of Management Services' (DMS) Vendor Bid System (VBS) website located at: http://myflorida.com/apps/vbs/vbs_www.main_menu.

In order to find postings at such location:

- 1. Click on Search Advertisements
- 2. Under "Agency" select Department of Children and Families

3. Scroll down to the bottom of the screen and click on "Initiate Search"

It is the responsibility of prospective vendors to check the VBS for addenda, notices of decisions and other information or clarifications to this ITB.

ACTIVITY	DATE	TIME (All Eastern)	ADDRESS
ITB advertised and released on Florida VBS:	Oct.5, 2015	3:30 p.m.	VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu
Mandatory Pre-bid Conference/Site Visit	Oct. 15 2015	11:00 a.m.	Department of Children & Families North Florida Evaluation and Treatment Center 1200 Northeast 55 th Blvd. Gainesville, Fl. 32641
Submission of written inquiries must be received by:	Oct. 22 2015	5:00 p.m.	Department of Children & Families Northeast Florida State Hospital 7487 South State Road 121 Macclenny, FL 32063 Attn: Angela Gregory, Purchasing Agent III Angela.gregory@myflfamilies.com
Deadline for Department's Response to Inquiries:	Oct. 26 2015	3:00 p.m.	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu
Sealed Bids must be received by the Department:	Nov. 3 2015	2:00 p.m.	Department of Children & Families Northeast Florida State Hospital 7487 South State Road 121 Macclenny, FL 32063 Attn: Angela Gregory, Purchasing Agent III
*Bid Opening and Review of Mandatory Requirements:	Nov. 3, 2015	2:00 p.m.	Department of Children & Families Northeast Florida State Hospital 7487 South State Road 121 Macclenny, FL 32063
Anticipated posting of Intended Contract Award:	Nov. 6, 2015	11:00 a.m.	VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu
Anticipated Effective Date of Contract:	June 1 2016		

2.3 Schedule of Events and Deadlines

All vendors are hereby notified that the meetings noted with an asterisk above () are open to the public and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from vendors or other members of the public (except for the Solicitation Conference, in which comments and questions will be taken from vendors).

Prospective vendors should be aware that any oral explanations or instructions are not binding and should not be relied on in the absence of written confirmation.

Note: All times in the event schedule are local times for **Macclenny**, Florida. Although the Department may choose to use additional means of publicizing the results of this procurement, posting on the VBS is the only official notice recognized for the purpose of determining timeliness in the event of protest.

2.4 Notice of Intent to Submit A Bid

Vendors who are interested in responding to this ITB are encouraged to send a Notice of Intent to Submit a Bid **(Appendix I)** to the Purchasing Agent specified in **Section 1.4**, on or before the date and time specified in the Schedule of Events and Deadlines **(Section 2.3)**. Submission of a Notice of Intent is <u>not</u> a pre-requisite for acceptance of bids from prospective vendors.

2.5 Pre-Bid Conference / Site Visit

The purpose of the Pre Bid Conference is to review the ITB with interested vendors so that areas of misunderstanding or ambiguity are clarified and to familiarize with the environment in which the work is to be completed. Participation in the pre-bid conference is mandatory to prospective vendors. The Pre-Bid Conference and Site Visit for this ITB will be held at the time and date specified in the Schedule of Events and Deadlines (Section 2.3).

2.5.1 Small, Minority, and Service-Disabled Veterans Business Participation

Small Businesses, Certified Minority and Women's Business Enterprises and Service-Disabled Veteran Business Enterprises are encouraged to participate in any conferences, conference calls, pre-solicitation, or pre-bid meetings which are scheduled. All vendors shall be accorded fair and equal treatment.

2.5.2 Participation is Pre-requisite

Participation in the solicitation conference is a pre-requisite for acceptance of bids from prospective vendors.

2.6 Written Inquiries

Prospective vendor questions will only be accepted if submitted in writing to the Purchasing Agent specified in **Section 1.4**, (via electronic mail,) U.S. mail, or other delivery service, and received on or before the date and time specified in the Schedule of Events and Deadlines (Section 2.3). <u>No questions will be accepted by facsimile or telephone</u>.

Copies of the responses to all inquiries, and clarifications or addenda if made to the ITB, will be made available by the date and time specified in **Section 2.3** through electronic posting on the VBS website at: http://myflorida.com/apps/vbs/vbs_www.main_menu

2.7 Receipt of Bids and Waiver of Minor Irregularities

2.7.1 Bid Deadline

Bids must be received by the Department no later than the date and time provided in **Section 2.3**, at the address listed in the Schedule of Events and Deadlines. All methods of delivery or transmittal to the Department's contact person shall remain the responsibility of the prospective vendor and the risk of non-receipt or delayed receipt shall be upon the prospective vendor.

2.7.2 Binding Bids

By submitting a bid, each vendor agrees that its bid shall remain a valid offer for at least 90 days after the bid opening date and that, in the event the contract award is delayed by appeal or protest, such 90-day period is extended until entry of a final order in response to such appeal or protest.

2.7.3 Changes to Bids After Submission Prohibited

Once the bid opening deadline has passed, no changes, modifications, or additions to the bid submitted (after the deadline for bid opening has passed) will be accepted by or be binding on the Department. The Department reserves the right to correct minor irregularities, but is under no obligation to do so.

2.7.4 Receipt Statement

Bids that are not received at either the specified place by the specified date and time will be rejected and returned unopened to the vendor by the Department. The Department will retain one unopened original for use in the event of a dispute.

2.8 Application of Mandatory Requirements

A vendor must comply with all mandatory requirements in order to be considered for selection under this ITB. The mandatory requirements for this ITB are set forth in **Section 3, Minimum Specifications**.

- **2.8.1** The Purchasing Agent will examine each bid to determine whether the bid meets the Mandatory Requirements specified in **Section 3**, **Minimum Specifications**.
- **2.8.2** A bid that fails to meet the mandatory requirements will be deemed nonresponsive and will not be evaluated.
- **2.8.3** Meeting the mandatory requirements alone will not impact any ranking in the evaluation process.
- **2.8.4** An initial determination that a bid meets the mandatory requirements does not preclude a subsequent determination of non-responsiveness.

2.9 Request to Withdraw Bid

A written request to withdraw a bid, signed by the vendor, may be considered if received by the Department within 72 hours after the bid opening time and date as specified in **Section 2.3** above. A request received in accordance with this provision may be granted by the Department upon proof of the impossibility to perform based upon an obvious error on the part of the vendor.

2.10 Cost of Preparation of Bid

By submitting a bid, a vendor agrees that the Department is not liable for any costs incurred by the vendor in responding to this ITB.

2.11 PUR 1001

The standard "General Instructions to Respondents" Form PUR 1001 (11/04) is hereby incorporated into this solicitation by reference as if fully recited herein. Sections 3, 4, 5, and 17 of the PUR 1001 Form are not applicable to this solicitation. In the event of any conflict between Form PUR 1001 and this solicitation, the terms of this solicitation shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes, in which case the term contained in PUR 1001 shall take

precedence. The PUR 1001 form is available at: http://dms.myflorida.com/index.php/content/download/1907/8062/version/9/file/1001.doc.

2.12 Department's Reserved Rights

2.12.1 Reserved Rights After Notice of Award

The Department reserves the right, after posting notice thereof, to withdraw or amend its Notice of Award and reopen discussions with any vendor at any time prior to execution of a contract.

2.12.2 Withdrawal of ITB

The Department reserves the right to withdraw the ITB at any time, including after an award is made when to do so would be in the best interest of the State of Florida, and by doing so assumes no liability to any vendor.

2.12.3 Rejection of All Bids

The Department reserves the right to reject all replies at any time, including after an award is made when doing so would be in the best interest of the State of Florida, and by doing so assumes no liability to any vendor.

SECTION 3. MINIMUM SPECIFICATIONS

NFETC is in need of a qualified vendor to apply Silicone Roof Coating to buildings 5,6 and 7. The pricing should be based on APPENDEX VI specifications.

Bids will only be accepted from experienced contractors. Bidder's contractor license number for the State of Florida shall also be stated.

3.1 Vendor Qualifications

3.1.1 Mandatory Requirements. The vendor must meet the requirements of **Sections 4.2.**

3.1.2 Vendor Disqualification Under PUR 1001

Persons or affiliates placed on the convicted vendor list or the discriminatory vendor list are disqualified pursuant to Sections 7 and 8 of PUR 1001.

3.1.3 Vendor References

Each bidder must provide a list of at least three (3) such projects stating location, completion date, and contact telephone numbers. The Department reserves the rights to contact any and all entities in the course of this solicitation evaluation in order to make a suitability determination. The Department's determination is not subject to review or challenge.

3.2 Minimum Delivery Specifications

3.2.1 North Florida Evaluation and Treatment Center is a secure, mental health facility and scheduling of work must be coordinated with the Department and shall not disturb the normal operation of the facility. All vehicles and tool boxes must be inspected and inventoried, and all staff must present a valid picture ID, when

entering or leaving through the main gate. Hours of work are Monday through Friday, between 8:00 AM to 4:00 PM.

- **3.2.2** Lifts, large equipment, and/or trailers may be stored outside of the secured area during the project at vendor's risk.
- **3.2.3** North Florida Elevation and Treatment Center is a tobacco free environment and use of any tobacco products including electronic smoking devices is prohibited.

3.3 Composition of the Contract

The contract awarded as a result of this solicitation will be composed of:

3.3.1 The Department's Purchase Order

3.3.2 PUR Form 1000

The PUR Form 1000 is incorporated by reference into the Department's Standard Contract.

3.3.3 Other Attachments or Exhibits

All other attachments and exhibits to the contract referenced in this solicitation or the above documents will also be part of the resulting contract, if any.

3.4 Order of Precedence

In the event of conflict in terms among the foregoing, the following order of precedence will apply.

- **3.4.1** The Department's Standard Contract.
- **3.4.2** PUR Form 1000.
- **3.4.3** The vendor's bid. The bid submitted in response to this solicitation may be incorporated into or attached to the contract but will not change the provisions of the above documents.

SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE ITB

4.1 How to Submit a Bid

4.1.1 Mandatory Bid Deadline

All bids must be received by the Purchasing Agent by the deadline, and at the location set forth in **Section 2.3**, Schedule of Events and Deadlines.

It is the bidder's responsibility to assure that the bid is delivered to the proper place <u>on or before</u> the bid due date and time as specified in **Section 2.3**. Bids which for any reason are not so delivered will not be considered.

4.1.2 Electronic Bids Not Acceptable

Facsimile or electronic transmissions of bids will not be accepted. The vendor may choose the appropriate means for delivery, and is responsible for receipt of the bid by the Purchasing Agent at the address listed in **Section 1.4** by the date and time indicated in **Section 2.3**. Late bids will not be evaluated.

4.1.3 Bid Amendments

Any amendments to the bid as originally submitted by the vendor, not required by the Department, must comply with the requirements of this section and must be acknowledged and received on or before the due date as specified in **Section 2.3**.

4.1.4 Number of Copies Required

Vendors must submit **one (1)** original and <u>three (3)</u> copies of the bid. The original copy of the Bid must contain an original signature of an official who is authorized to bind the vendor to their bid.

4.1.5 Bids to be in Sealed Envelopes

The original and each copy of the bid must be individually sealed in separate envelopes. The outside of each envelope must be clearly marked with the title of the bid, the ITB number, the vendor's name, and identification of enclosed documents. The original bid must be clearly marked as such, and the copies identified and numbered (i.e., original, copy #1 of 3, etc.).

All individually sealed envelopes must be placed in an appropriate sealed mailing container. Clearly mark the exterior of the mailing container "Bid to DCF Competitive Solicitation Number <u>ITB# 02-1516 Application of Silicone Roof</u> <u>Coating</u>."

4.2 Content of the Bid

4.2.1 Title Page

The first page of the bid shall be a Title Page that contains the following information:

- **4.2.1.1** Department to which bid is submitted;
- **4.2.1.2** Title of bid;
- **4.2.1.3** Area for which bid is being submitted;
- 4.2.1.4 ITB number;
- **4.2.1.5** Identification of enclosed documents;
- **4.2.1.6** Prospective vendor's name and federal tax identification number;
- **4.2.1.7** Name, title, telephone number and address of person who can respond to inquiries regarding the bid; and
- **4.2.1.8** Name of vendor's coordinator (if known).

4.2.2 Bid – TAB 1: Required Vendor's Statements and Certifications – Mandatory Requirements

The reply must include all of the mandatory requirements, described below and **Appendix IV, Vendor's Submittal Requirements**, and must be received by the date, time and the address specified in **Section 2.3**. A reply that fails to meet the mandatory requirements will be deemed nonresponsive and will not be evaluated.

4.2.2.1 Certification of Authority to do Business in Florida.

The reply must contain a statement indicating that the vendor and any proposed subcontractor(s) are legal entities and that each satisfies all licensing requirements of state and federal law authorizing them to do business within the State of Florida.

4.2.2.2 Certificate of Signature Authority

The reply must include a signed certificate stating that the Vendor's official records establish that the person signing the reply and its statements and certifications is authorized to make such representations and to bind the Vendor. (**Appendix II**)

4.2.2.3 Acceptance of Contract Terms and Conditions

The reply must include a Mandatory Certifications - Master Certification (**Appendix III**) signed by the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor and the "true" box must be checked next to each of the Certifications (a) through (j).

4.2.3 Bid – TAB 1: Tie Breaking Certifications

The reply may include the Master Certification - Tie Breaking Certifications also in **Appendix III**. The vendor may check the "true" box for any or all Tie Breaking Certifications identified in **Appendix III**, k. through n. for which a vendor qualifies. <u>Completion of the Tie Breaking Certifications is optional for qualifying vendors,</u> <u>however, a vendor waives all rights to consideration of a "tie breaker" if it fails to</u> <u>timely submit the certification for a "tie breaker".</u>

4.2.4 Bid – TAB 2: Proposed Pricing

4.2.4.1 See Attached Appendix V, Vendor Price Sheet

4.3 Bid Format

4.3.1 Hard-copy Bid Format

Bids must be typed, single-spaced, on 8-1/2" x 11" paper. Pages must be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced by number in the text. **The bid must be bound in 3ring binders or folders, labeled and submitted in Tabbed Sections in the order listed in Section 4.2**.

4.3.2 References to Separately Bound Material

References to any separately bound, supporting materials may be made. Any such references must be clear. Referenced documents must be numbered for ease of use and must be identified as such. References to supporting documents must include the document, page, and paragraph numbers.

4.4 Public Records and Trade Secrets

4.4.1 Replies Are Property of the State

These provisions apply in lieu of Section 19 of PUR 1001. All materials submitted in reply to this ITB become the property of the State of Florida and will be a public record subject to the provisions of Chapter 119, F.S. The State of Florida shall have the right to use such ideas or adaptations of those ideas contained in any reply without cost or charge. Selection or rejection of a reply will not affect this right.

4.4.2 Replies Are Subject to Public Inspection

Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. A time-limited exemption from public inspection is provided for the contents of a reply pursuant to Section 119.071(1)(b), F.S. Once that exemption expires, all contents of a reply become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a vendor's reply to this solicitation will be waived upon opening of the reply by the Department, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the vendor's reply outside of the separately bound document described below.

4.4.3 How to Claim Trade Secret Protection

If the vendor considers any portion of the documents, data or records submitted in its reply to be trade secret and exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the vendor must submit all such information in a separately bound document (or in the case of electronic media, a separate CD, with the words "Trade Secret" included in the file name) clearly labeled "Attachment to Reply, ITB No. 02-1516 – Trade Secret Material". Appropriate cross-references should be included in nonexempt materials. The first page of the electronic file or hard copy document must explain why the information in the electronic file or hard copy document is a trade secret. This submission must be made no later than the reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the reply, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required of the material.

4.4.4 Vendor's Duty to Respond to Public Records Requests

In response to any notice by the Department that a public records request received by the Department encompasses any portion of the separately bound material, the Respondent shall expeditiously provide the Department with a redacted version of the separately bound material and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the Respondent shall provide information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret. If the Respondent fails to promptly submit a redacted copy and justification in response to the notice of a public records request, the Department is authorized to produce the records sought without any redaction.

4.4.5 Department Not Obligated to Defend Vendor Claims

The Department is not obligated to agree with the Vendor's claim of exemption and, by submitted a reply, the Vendor agrees to be responsible for defending its claim that each and every portion of the redactions is exempt from inspection and copying under Florida's Public Records Law. Further, the Respondent agrees that it shall protect, defend, and indemnify, including attorney fees and costs, the Department for any and all claims and litigation (including litigation initiated by the Department) arising from or relating to Respondent's claim that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure or the scope of the provider's redaction.

SECTION 5. THE SELECTION METHODOLOGY

The Department intends to award the contract to the responsible and responsive vendor whose bid is determined by the Hospital Administrator or his designee to be the most advantageous to the state. The Department will award the contract based on a final selection by the Hospital Administrator or his designee, who will consider the prices submitted in response to this solicitation. The Hospital Administrator or designee may also make a determination as to whether to deem one or more vendors ineligible for award. The Department will electronically post the Hospital Administrator's or designee's final decision and intent to award in accordance with ss. 120.57(3)(a), F.S. and Rule 60A-1.021, F.A.C. Nothing herein limits the ability of the Hospital Administrator or his designee to confer with any Department personnel in the course of the process.

5.1 Evaluation Methodology

All bids that meet the **Mandatory Requirements** and are determined to be otherwise responsive will be evaluated using the following process:

5.1.1 Ranking by Purchasing Agent

The Purchasing Agent will develop a ranking based on the pricing of proposed bids. This ranking will serve as the recommended ranking.

5.1.2 Recommendation of the Purchasing Agent

After developing the recommended ranking per **Section 5.1.1**, the Purchasing Agent will provide to the Hospital Administrator or his designee a report on bids deemed nonresponsive and, as to those deemed responsive, the recommended ranking, along with a recommendation for final action, which may include a recommendation that one or more otherwise responsive bids be deemed ineligible pursuant to the provisions of **Section 2.8.2**.

5.1.3 Intended Award

The resulting contract will be awarded to the responsible and responsive vendor or vendors whose bid(s) is (are) determined in writing by the Hospital Administrator or his designee to be the most advantageous to the State, taking into consideration the prices submitted for the commodities and services specified.

The Hospital Administrator or his designee will also make a determination as to whether to deem one or more respondents ineligible for award due to the qualifications of the vendor or the quality of the bid.

If the Hospital Administrator or his designee determines that two or more bids most advantageous to the State are equal with respect to all relevant considerations, including price, quality, and service, the award will be made in accordance with Rule 60A-1.011, Florida Administrative Code and Section 295.187, Florida Statutes.

5.2 Department's Reserved Rights Relating to Contract Award

The Department reserves the right to:

5.2.1 Select one or more vendors for the commodities and services encompassed by this solicitation, any addenda thereto;

- **5.2.2** Divide the work among vendors by type of service or geographic area, or both; and
- **5.2.3** Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both.

5.3 Posting Notice of Award

The Department will post a Notice of Intent to Award Contract, stating its intent to enter into one (1) or more contracts with the vendor or vendors identified therein, on the DMS VBS website: http://myflorida.com/apps/vbs/vbs_www.main_menu

APPENDIX I - NOTICE OF INTENT TO SUBMIT A BID

(vendor name) wishes to inform the Florida Department of Children and Families of its intent to respond to the solicitation entitled "Application of Silicone Roof Coating", ITB No. 02-1516.
PLEASE PRINT OR TYPE REQUESTED INFORMATION
Name of Authorized Official:
Title of Authorized Official:
Signature of Authorized Official:
Date:
Address:
Telephone No:
FAX No:
E-mail Address:

APPENDIX II – CERTIFICATE OF SIGNATURE AUTHORITY

I, (name), hold the office or posi	tion of(title) with
(name of bidder) and have	authority to make official representations by
(name of bidder) regarding its of	fficial records and hereby state that my
examination of the records of (name of bidder) shows that
(name) currently holds the off	ice or position of (title)
with (name of bidder) and cur	rently has authority to make binding
representations to the Department on behalf of	(name of bidder), to sign all
documents submitted on behalf of	(name of bidder) in response to ITB No
02-1516, and, in so doing, to bind	(name of bidder) to the statements made
therein.	

Dated: _____

Signature

Printed Name

Title

APPENDIX III - VENDOR'S CERTIFICATIONS

MANDATORY CERTIFICATIONS				
MASTER CERTIFICATION				
As the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor, (legal name of Vendor), I confirm that I have fully informed myself				
		d conditions of ITB # 02-1516, the facts regarding the Reply submitted by the Vendor in response to		
		e truth of each statement contained in Certifications (a) through (j) and certify, by checking the		
		e" or "false" box below and affixing my signature hereto, that each statement in each checked		
		"true" or "false" as indicated.		
True	k the app False	blicable box next to the title to each certification:		
nue	Faise	a. Certification of Binding Reply and Acceptance of Terms of ITB and Contract Document		
		b. Certification of Authority to Do Business in Florida		
		c. Statement of No Involvement		
		d. Conflict of Interest Statement (Non-Collusion)		
		e. Certification Regarding Lobbying		
		f. Certification Regarding Scrutinized Companies List		
	g. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts			
		h. Certification of Representations Per Section 9 of PUR 1001		
		i. Certification of Representations Per Section 287.133. F.S.		
		j. Certification of a Drug Free Workplace		
		each certification named above, set forth below, is incorporated into this Master Certification as if fully		
		and, for each certification marked "true," above, the below signature is deemed to be affixed to each on. I agree that any certification not marked above will be deemed "false."		
		uthorized Representative: Date:		
		n of Binding Reply and Acceptance of Terms of ITB and Contract Document		
By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor's Reply				
is submitted in good faith in response to the Department of Children and Families Invitation to Negotiate (the ITB)				
		on the Vendor in accordance with the terms of the ITB, that I have read, understood and agree with conditions of the ITB and, if awarded any contract as a result of the ITB, the Vendor will comply with		
		nts, terms, and conditions stated in the ITB and the contract document. The vendor further agrees that		
any intent by the vendor to deviate from the terms and conditions set forth therein may result, at the Department's				
exclusive determination, in rejection of the reply.				
b. Certification of Authority to Do Business in Florida				
By checking the True" box in the Master Certification and signing the same, I hereby certify that the Vendor is an				
existing legal entity and satisfies all licensing and registration requirements of state law authorizing it to do business				
within the State of Florida.				
c. Statement of No Involvement				
By checking the "True" box in the Master Certification and signing the same, I hereby certify that no member of this				
firm or any person having interest in this firm has:				
Been awarded a contract that was procured using procedures other than those described in s. 287.057 (1-3), F.S., to				
perform a feasibility study of the potential implementation of a subsequent contract to support this project; Participated in drafting of a solicitation for this specific project; or				
Participated in drafting of a solicitation for this specific project; or				
Developed a program for future implementation of this project.				

d. Conflict of Interest Statement (Non-Collusion)

By checking the "True" box in the Master Certification and signing the same, I hereby certify that all persons, companies, or parties interested in the Invitation to Negotiate as principals are named therein, that the Vendor's Reply is made without collusion with any other person, persons, company, or parties submitting a reply; that it is in all respect made in good faith; and as the signer of the reply, I have full authority to legally bind the vendor to the provisions of this reply.

e. Certification Regarding Lobbying

By checking the "True" box in the Master Certification and signing the same, I hereby certify, to the best of my knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

f. Certification Regarding Scrutinized Companies List

By checking the "True" box in the Master Certification and signing the same, I hereby certify that, the Vendor is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. I understand that Section 287.135, Florida Statutes, prohibits Florida state agencies from contracting with companies on either list, for goods or services over \$1,000,000, and that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

g. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts

By checking the "True" box in the Master Certification and signing the same, I hereby certify that, in accordance with the debarment and suspension instructions listed below, the Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency. Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

INSTRUCTIONS REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369). (See 2 C.F.R. Part 180)

- 1 Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
- 2 This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
- 3 The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4 The terms "debarred," "suspended," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
- 5 The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
- 6 The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
- 7 The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

This signed certification must be kept in the contract file. Subcontractor's certification must be kept at the provider's business location.

h. Certification of Representations Per Section 9 of PUR 1001

By checking the "True" box in the Master Certification and signing the same, I hereby certify acknowledgement all matters set forth in Section 9 of PUR 1001.

i. Certification of Representations Per Section 287.133. F.S.

By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor is not listed on the Convicted Vendors List created and maintained pursuant to section 287.133, Florida Statutes

j. Certification of a Drug Free Workplace

By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor currently maintains a drug-free workplace environment in accordance with Chapter 287.087, F.S., and will continue to promote this policy through implementation of that section.

TIE BREAKING CERTIFICATIONS

Statutory Preferences When Awarding Contracts

Various provisions of Chapters 287 and 295 provide qualifying vendors the advantage of "tie breakers" whenever two or more bids, proposals, or replies received by an agency are equal with respect to price, quality, and service. In order to take advantage of the below "tie breakers," a vendor who meets the statutory qualifications for one or more of these "tie breakers" must certify that it qualifies for the cited preference. Completion of the certification is optional for qualifying vendors, however, a vendor waives all rights to consideration of a "tie breaker" if it fails to submit the certification on or before the deadline to submit its bid, proposal or reply.

MASTER CERTIFICATION – TIE-BREAKING CERTIFICATIONS

Check the box next to the title to each certification that is true:

k. Certification of a Certified Minority Business Enterprise

I. Certification of a Service Disabled Veteran's Business Enterprise

m. Certification of a Florida Business

n. Certification of a Foreign Manufacturer with a Factory in Florida

The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true," above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."

k. Certification of a Certified Minority Business Enterprise

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Certified Minority Business Enterprise in accordance with s. 287.0943, F.S. I. Certification of a Service Disabled Veteran's Business Enterprise

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Service Disabled Veterans Business Enterprise in accordance with s. 295.187, F.S. **m. Certification of a Florida Business**

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization's principal place of business is located within Florida in accordance with s. 287.084, F.S. n. Certification of a Foreign Manufacturer with a Factory in Florida

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my manufacturing organization has a factory in Florida that employs over 200 employees working in Florida in accordance with s. 287.092, F.S.

APPENDIX IV VENDOR'S SUBMITTAL REQUIREMENTS CHECKLIST

ITB# 02-1516

Application of Silicone Roof Coating At North Florida Evaluation and Treatment Center

Vendor's Name: _____

Mandatory Requirements	Comments
Title Page includes the required names and contact information.	
Vendor's Price Sheet.	
Signed Vendors Statements and Certifications (Appendix III)	
Proof of Signature Authority. (Appendix II)	
Proof of Insurance	
Proof of registration in MyFloridaMarketPlace or proof of exemption to register in MyFloridaMarketPlace?	
Signed Certification of Drug- Free Workplace Program (Appendix III)	
Proof of Licenses	
List of three (3) such projects stating location, completion date, and contact telephone numbers.	
Used for Tie-Breaker	Comments

Certification of a Certified Minority Business Enterprise	
Certification of a Service Disabled Veteran's Business Enterprise	
Certification of a Florida Business	
Certification of a Foreign Manufacturer with a Factory in Florida	

Name of Individual completing this sheet, title, date

Witness name, title, date

APPENDIX V – VENDOR'S PRICE SHEET

ITB# 02-1516

Application of Silicone Roof Coating At North Florida Evaluation and Treatment Center

Bidders are expected to include any and all material that validates their organization, its history, technical qualifications, licenses, and customer list.

Application of Silicone Roof Coating at North Florida Evaluation and Treatment Center

NFETC is in need of a qualified vendor to apply Silicone Roof Coating to buildings 5,6 and 7. The pricing should be based on APPENDEX VI specifications. Bids will be awarded based on funding.

Building 6 (Base Bid)	Labor and materials	Total
Building 5 (Alternate #1 Bid)	Labor and materials	Total
Building 7 (Alternate #2 Bid)	Labor and materials	Total

Name of Bidder

FEID#

Signature of Authorized Representative

Date

APPENDIX VI – SPECIFICATIONS

ELASTOMERIC SILICONE COATING FOR RESTORING MODIFIED BITUMEN AND SMOOTH BUILT-UP ROOFING MEMBRANE ASSEMBLIES

PART 1 - GENERAL

1.1 SUMMARY

This specification provides a remedial coating system based on GacoFlex S-20 Series Silicone Coating System for application over mineral surfaced modified bitumen roof covers and smooth built- up roof membranes (BUR).

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's standard submittal package including specification, installation instructions and general information for each waterproofing material.
- B. Applicator Qualifications: Submit current "Qualified Applicator" Certificate from the specified waterproofing manufacturer.

C. 10 year Warranty must be supplied by product manufacturer.

D. Substrate Conditions:

1. Manufacturer's representative to present to owner a completed inspection form verifying substrate condition and any noted defects not specifically addressed in regard to this installation.

2. Surface shall be free from loose dirt, stone, debris, moisture, and shall be in stable condition. Any work on the area to receive this application shall be completed prior to installation.

3. Applicator shall complete a substrate inspection prior to start of roofing. The architect/owner and applicator shall accept the surface. Start of the work constitutes acceptance.

1.3 QUALIFICATIONS

- A. Primary waterproofing materials shall be the products of a single manufacturer. Secondary materials shall be recommended by the primary manufacturer. The manufacturer shall have a minimum of 10 years' experience in the manufacture of materials of this type.
- B. Applicators shall have a minimum of 5 years' experience in the application of waterproofing materials of the type specified. The applicator shall possess a current "Qualified Applicator" Certificate from the specified waterproofing manufacturer.
- C. Pre-Bid Conference: Ten (10) working days prior to the bid opening there is to be a mandatory Pre-Bid Conference. Those not attending the Pre-Bid Conference will not be allowed to bid the project. All products considered an equal to the specified product or any changes in the scope of work, installation or specifications must be presented at the Pre-Bid Conference. If a change in the specifications is accepted, it will be considered as an alternate and will be presented as a bid addendum issued five (5) working

days prior to the bid opening. No other changes to the specification or bid documents will be accepted.

D. Materials other than those specified shall be submitted to the architect/owner for approval no later than ten (10) days prior to the bid date. In requesting prior approval, it shall be necessary to submit:

1. A letter of certification, signed by an officer of the manufacturer, stating that the alternate material is equal to or better than the specified product.

2. Independent laboratory test data giving physical property values in comparison to the specified material.

E. Pre-Installation Conference: Just prior to the commencement of the installation, meet at the job-site with a representative of the coating manufacturer, waterproofing contractor, general contractor, architect and other parties affected by this section. Review the methods and procedures, substrate conditions, scheduling and safety.

1.4 DELIVERY, STORAGE AND HANDLING

- A. The application of the roofing system. Owner/owner's representative shall reject damaged materials or non-conforming materials. Rejected materials must be removed immediately from the job site and replaced at no additional cost to the owner.
- B. Store the materials as recommended by the manufacturer and conforming to applicable safety regulatory agencies: town or city, state and federal. Refer to all applicable data including, but not limited to MSDS, Product Data Sheets, product labels and specific instructions for personal protection.
- C. Provide adequate ventilation, protection from hazardous fumes and overspray potential to workers, owner's employees, patients and associated trades in close proximity of the site applications.

1.5 WARRANTY

- A. Gaco Western warrants that the material supplied will meet or exceed physical properties as published. The contractor guarantees that workmanship will be free of defects in coating application. Since performance of previously applied coatings are beyond the control of Gaco Western or the contractor, requests for additional warranty coverage shall be subject to prior approval by Gaco Western.
- B. Warranty must be supplied by product manufacturer for a period of 20 years and 10 years on Workmanship.
- C. Protection of building and occupants:
 - All surfaces not to receive system specified shall be protected from overspray hazard i.e. windows, doors, exterior and vehicles. Protective coverings shall be secured against wind and shall be vented if used in conjunction with applications preventing collection and moisture.

- 2. Contractor is to post signs noting potential overspray hazard within 400' (121.90 meters) of applications.
- 3. All air intake ventilation equipment shall be turned off to prevent fumes from entering building.
- 4. Surfaces damaged during application shall be restored at no expense to the owner.
- 5. No smoking signs to be posted as mandated by local fire officials.
- D. Substrate: Proceed with work as specified only after substrate construction, preparation, and detail work has been completed.
- E. Equipment: All equipment used during operations shall be located so as not to adversely affect the daily operations or endanger occupants, structure or materials on-site. All spray equipment must be grounded during operations.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- Acceptable Manufacturers:
 - -Gaco Western LLC, www.gaco.com
 - -Lexis Coatings, <u>lexiscoatings.com</u>, 1025 Rose Creek Dr Ste 620-138, Woodstock, GA 30189
 - Henry Silicone Roof Restoration System 999 North Sepulveda Blvd. Suite 800 El Segundo, CA. 90245
- A. Requests for substitutions will be considered in accordance with provisions of Sections 01300 and 01600.
- B. These specifications are based on Gaco Western L.L.C.

2.2 MATERIALS

- A. Cleaner: GacoFlex GacoWash Concentrated Cleaner
- B. Primer: GacoFlex E-5320 Epoxy Primer.
- C. Flashing Tape: Gaco Western GacoFlex 66-S Polyester Flashing Tape, GacoFlex SF-2000 SeamSeal
- D. Coating: Gaco Western GacoFlex S-20 Series Silicone Coating having the following physical properties:

Property	Value	Test Method	S-2000 Immersed in Water @150°F(66°C) for 1 year per ASTM D-471:
Tensile Strength	550 psi	ASTM D-412	Strength:463psi(3.19MPa
Elongation	150%	ASTM D-412) Elongation: 125%

Tear Resistance	21 pli	ASTM D-624
Hardness	55 Shore A	ASTM D-676
Water Vapor	5.3 perms	ASTM E-96

Permanent Set At Break: 0%

E. Provide and install approximately 60 linear feet of GacoFlex F2036 walkpad. WalkPad is intended for application over GacoFlex Silicone Coatings to create a rooftop walkway for pedestrian maintenance traffic. WalkPad becomes an integral part of the roof. Provide a yellow color for a highly visible and aesthetic rooftop walkway, and when combined with GacoFlex WalkPad Granules will offer traction and resistance to wear under light foot traffic.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. A mandatory nuclear or infrared scan has been performed and any wet insulation has been removed and replaced.
- B. Repair to the structural components of the roof is complete.
- C. Verify that drains, vents, ducts, gutters, metal cap flashing or other penetrations have been replaced or modified.

3.2 PREPARATION

It is extremely important to get the roof clean and dry.

- A. First remove heavy deposits of dirt, leaves and other debris from the roof using broom or air broomer, then inspect the entire roof surface and flashings for any open seams, tears, cuts, etc. Repair these flaws so water is not blown in under membrane during the cleaning process. Pressure wash roof with water and allow to dry completely.
- B. For general cleaning, after the roof is dry from initial cleaning, apply GacoWash Concentrated Cleaner according to label instructions with sprayer of choice, using a 3-4 foot (0.91-1.22 m) arc pattern. A Hudson-type agricultural sprayer, conventional pressure sprayer or airless sprayer is recommended. Allow solution to stand for 10-15 minutes, adding a light mist of water to prevent drying. While it sets, lightly agitate any heavily soiled areas with a broom or brush. Do not allow dirt to settle in low areas. Use a commercial power washer >3,000 psi (20.69 MPa) to remove debris and continue rinsing until all suds are gone. Start at the lowest point of the roof and work towards the highest point. For low-sloped roofs, work away from and then back towards, roof drains. It is important to keep the surface wet until all of the GacoWash and other residue has been completely rinsed off and the surface is clean. After cleaning and rinsing the roof, ensure no dirt or debris is present.
- C. Biological Control: Areas of algae, mildew or fungus on the roof membrane or the existing coating should be treated with a solution of 1 part household bleach and 3 parts water, followed by a power washer rinse using clear water.
- D. Drying: Allow surfaces to thoroughly dry to prevent blistering. Examine roof,

paying particular attention to areas of physical damage to determine that residual water has in fact dried before applying GacoFlex S-20 coating. Note: Drying time depends on weather conditions such as temperature, humidity and air movement. The above drying times assume good weather $(70 \square F / 21 \square C$ daytime temperature) and no rain. Conditions of lower temperature and rain will require a longer period for drying.

3.3 INSTALLATION

- A. Technical Advice: The installation of this system will be accomplished in the presence of or with the advice of the Manufacturer's technical representative. Contact the nearest Gaco Western Regional Office for assistance.
- B. Primer: On granulated surfaces apply two coat of GacoFlex E-5320 Primer by spray or roller at the rate of 1 gallon per 200 square feet per pass. On smooth surface apply one coat of GacoFlex E-5320 Primer by spray or roller at the rate of 1 gallon per 250 square feet per pass.

Note: 2 coats are required to prevent possible bleed through. **Note:** Allow the primer to dry a minimum of 12 hours before the GacoFlex S20 Silicone Coating is applied. The cure time will vary depending upon UV and humidity conditions. Stop the application two (2) hours before any rain or dew point is reached.

- C. Repair: Contact the Gaco Western Technical Department for an approval on any replacement or tie-in materials.
- D. Seams: After the specified top coat has been applied the contractor must walk the roof and make sure all seams are encapsulated. If any open seams are discovered, additional coating must be brushed on the seam until it is completely sealed.
- E. Any flashing or field membrane that has stress cracks will be reinforced with a layer of GacoFlex 66-S Polyester Tape embedded in two coats of GacoFlex S-20 Series Silicone Coating or coated with GacoFlex SF-2000 Liquid Seam Seal before the top coat or coats are applied.
- F. Existing HVAC Units and other equipment on curbs with a membrane flashing: The membrane flashing must be coated up to the bottom of the metal cap of the unit and caulked underneath with a 100% silicone sealant as long as the curb is a minimum of 8" above the deck.
- G. Any units that are sitting on 4"x4" wooden sleepers will be lifted so that the membrane underneath the units can be cleaned, primed and coated. If the units are not lifted off the deck so as to be able to accomplish this procedure, the untreated area will be excluded from the warranty.
- H. Areas of wet insulation and defective roof substrate: The existing membrane will have to be cut back on 3 sides and pulled back. The wet insulation and/or defective substrate will be removed and replaced, the old membrane put back into place and fastened to the deck 6" on center with screws and barbed plates. The centerline is to be caulked with a 100% silicone sealant and stripped in with 6" wide GacoFlex 66-S Polyester Flashing Tape and GacoFlex S-20 Series Silicone Coating. An approved peel and stick tape may be substituted.

I. Coating:

Optional System: On granulated and other rough surfaces, apply two (2) coats of GacoFlex S-20 Series Silicone Coating in contrasting colors at the average rate of one (1) gallon per one hundred (100) square feet. Allow the first coat to dry a minimum of four (4) hours at 55°F (13°C) or higher or until it can be safely walked on. (GacoFlex S-20 Series Silicone Coating is a moisture curing product. (Low humidity will result in longer drying times); recoat within four (4) to forty-eight (48) hours.

3.4 FIELD QUALITY CONTROL

A. No traffic shall be permitted on the coated surface for a minimum of three (3) days. Damage to the surface by other trades shall not be the responsibility of the roofing contractor.

END OF SECTION

APPENDIX VII

SECTION 01600 MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 GENERAL:

A. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock.

1. "Named Products" are items identified by manufacturer's product name, including make or model designation indicated in the manufacturer's product literature.

B. "Materials" are products that are shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.

C. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

D. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.

1. When the Contractor has the option of selecting between two or more products, the product selected shall be compatible with products previously selected.

E. Product Delivery, Storage, and Handling: Deliver, store and handle products in accordance with manufacturer's recommendations, using methods that will prevent damage, deterioration and loss.

1. Schedule delivery to minimize long-term storage and prevent overcrowding construction spaces. Coordinate with installation to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

2. Deliver products in manufacturer's original sealed container or packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

3. Inspect products on delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.

4. Store products to facilitate inspection and measurement of quantity or counting of units. Contractor will be required to store heavy materials away from the structure in a manner that will not be of danger of supporting the material construction.

5. Store products subject to damage by the elements above ground, under cover in a weather-tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

F. Product Selection: Provide products that comply with the Contract Documents, are undamaged and unused at installation.

1. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.

 Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 Visual Matching: Where Specifications require matching a Sample, the Owner's decision on whether a proposed product matches is final. Where no product matches and complies with other requirements, comply with provisions for "substitutions" for selection of a matching product in another category.

4. Visual Selection: Where requirements include the phrase "...as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product that complies with other requirements. The Owner will select color, pattern and texture from the product line selected.

G. Installation of Products: Comply with manufacturer's instructions and recommendations for installation of products. Anchor each product securely in place, accurately located and aligned with other Work. Clean exposed surfaces and protect to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION

APPENDIX VIII

SECTION 01340 SUBMITTALS AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 **DESCRIPTION**

- A. Work included: Make submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Individual requirements for submittals also may be described in pertinent Sections of these Specifications.
- C. Work not included:
 - 1. The Owner will not review non-required submittals.
 - 2. The Contractor may require his subcontractors to provide drawings, setting diagrams, and similar information to help coordinate the Work, but such data shall remain between the Contractor and his subcontractors and will not be reviewed by the Architect.

1.2 QUALITY ASSURANCE

- A. Coordination of submittals:
 - 1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
 - 2. Verify that each item and the submittal for it conform in all respects with the specified requirements.
 - 3. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.
- B. Substitutions:
 - 1. The Contract is based on the standards of quality established in the

Contract Documents. Substitutions will be considered only when substantiated by the Contractor's submittal of required data within 15 calendar days after award of the Contract.

- 2. The following products do not require further approval except for interface within the Work:
 - a. Products specified by reference to standard specifications such as ASTM and similar standards.
 - b. Products specified by manufacturer's name and catalog model number.
- 3. Do not substitute materials, equipment, or methods unless the Architect has specifically approved such substitution in writing for this Work.
- C. "Or equal":
 - 1. Where the phrase "or equal," or "or equal as approved by the Architect," occurs in the Contract Documents, do not assume that the materials, equipment, or methods will be approved as equal unless the item has been specifically so approved for this Work by the Architect.
 - 2. The decision of the Architect shall be final.

1.3 SUBMITTALS

A. Make submittals of Shop Drawings, Samples, substitution requests, and other items in accordance with the provisions of this Section.

PART 2 - PRODUCTS

2.1 SHOP DRAWINGS

- A. Scale and measurements: Make Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.
- B. Types of prints required:
 - 1. Submit Shop Drawings in the form of four blackline prints of each sheet.
- . Review comments of the Architect will be shown on the prints when they are returned to the Contractor. The Contractor may make and distribute such copies as are required for his purposes.

2.2 MANUFACTURERS' LITERATURE

- A. Where contents of submitted literature from manufacturers include data not pertinent to the submittal, clearly show which portions of the contents is being submitted for review.
- B. Submit the number of copies which are required to be returned, plus two copies which will be retained by the Architect.

2.3 SAMPLES

- A. Provide Sample or Samples identical to the precise article proposed to be provided. Identify as described under "Identification of submittals" below.
- B. Number of Samples required:
 - 1. Unless otherwise specified, submit Samples in the quantity required to be returned, plus two to be retained by the Architect.
 - 2. By pre-arrangement in specific cases, a single Sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by the Architect.

2.4 COLORS AND PATTERNS

A. Unless the precise color and pattern is specifically called out in the Contract Documents, and whenever a choice of color or pattern is available in the specified products, submit complete color and pattern charts as supplied by the manufacturer of the product specified to the Architect for selection.

PART 3 - EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS

- A. Consecutively number all submittals.
 - 1. When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.
 - 2. On re-submittals, cite the original submittal number for reference.
- B. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.
- C. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.

D. Maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times. Make the submittal log available to the Architect for his review upon request.

3.2 GROUPING OF SUBMITTALS

- A. Unless otherwise specified, make submittals in groups containing all associated items to assure that information is available for checking each item when it is received.
 - 1. Partial submittals may be rejected as not complying with the provisions of the Contract.
 - 2. The Contractor may be held liable for delays so occasioned.

3.3 TIMING OF SUBMITTALS

- A. Make submittals far enough in advance of scheduled dates for installation to provide time required for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery.
- B. In scheduling, allow at least ten working days for review by the Architect following his receipt of the submittal.

3.4 ARCHITECT'S REVIEW

- A. Review by the Architect does not relieve the Contractor from responsibility for errors that may exist in the submitted data.
- B. Revisions:
 - 1. Make revisions required by the Architect.
 - 2. If the Contractor considers any required revision to be a change, he shall so notify the Architect.
 - 3. Make only those revisions directed or approved by the Architect.

END OF SECTION