

**AGREEMENT FOR
POLICE VEHICLE DECAL GRAPHICS**

THIS AGREEMENT, made this 30th day of July 2013, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Graphic Designs International, Inc., a Florida corporation, ("Contractor" or "Company"), whose address and phone number are 3161 Southeast Slater Street, Stuart, FL 34997, Phone: 800-344-6853, Fax: 772-286-8198, Email: Alison@gdigraphics.com, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Invitation to Bid No. 132-11239 Police vehicle decal graphics, including any and all addenda, prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").
- (2) The Contractor's response to the ITB, dated June 14, 2013 ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated July 30, 2013, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on July 3, 2013 and shall end on July 2, 2014. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses 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 costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant,

or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*,

that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

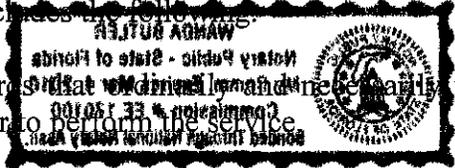
Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), and *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 24 Fla. L. Weekly C252 (Fla. May 6, 2013), and their progeny, this Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2012), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2012), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2012), as may be amended or revised.

CC. Public Agency Contract for Services

If applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:

A. Keep and maintain public records that would be required by the public agency in order to perform the service.



B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]
Deputy Director of Finance

ATTEST

GRAPHIC DESIGNS INTERNATIONAL, INC.

By: [Signature]
Print Name: MARGARET HOLT
Title: SECRETARY

By: [Signature]
Print Name: ALISON GALLAGHER
Title: President

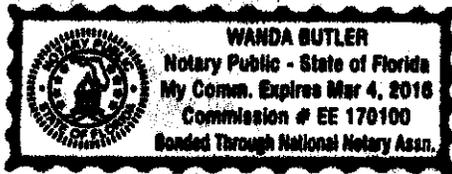
(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Martin :

The foregoing instrument was acknowledged before me this 26 day of July, 2013, by Alison Gallagher as President for Graphic Designs International, Inc., a Florida corporation.

(SEAL)

[Signature]
Notary Public, State of Florida
(Signature of Notary Public)



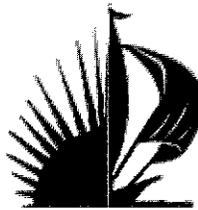
Wanda Butler
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

132-11239

Police Vehicle Decal Graphics



CITY OF FORT LAUDERDALE

Michael F Walker

954-828-5677

**CONTRACT
COPY**

Bid 132-11239 Police Vehicle Decal Graphics

Bid Number **132-11239**
Bid Title **Police Vehicle Decal Graphics**

Bid Start Date **Jun 5, 2013 9:38:00 AM EDT**
Bid End Date **Jun 25, 2013 2:00:00 PM EDT**
Question & Answer
End Date **Jun 12, 2013 2:00:00 PM EDT**

Bid Contact **Michael F Walker**
Procurement & Contracts Manager
Procurement
954-828-5677
mwalker@fortlauderdale.gov

Contract Duration **365 days**
Contract Renewal **3 annual renewals**
Prices Good for **30 days**

Bid Comments The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Police Vehicle Decal Graphics for the City's Police Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).
For information concerning procedures for responding to this solicitation, contact Procurement Manager, Michael F. Walker at (954) 828-5677 or email at mwalker@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com or reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

Added on Jun 7, 2013:

Please see Addendum No.1 dated 06/07/13 which adds the specification for the FONT for the vehicles.

Added on Jun 19, 2013:

The bid opening has been moved to June 20, 2013, prior to 2:00pm.

Added on Jun 19, 2013:

The bid opening has been changed until Tuesday, June 25, 2013, prior to 2:00pm.

Changes made on Jun 7, 2013 1:12:35 PM EDT

New Documents **ITB 11239 Addendum No. 1 dated 060713.doc**

Changes made on Jun 19, 2013 1:51:05 PM EDTPrevious End Date **Jun 19, 2013 2:00:00 PM EDT**New End Date **Jun 20, 2013 2:00:00 PM EDT****Changes made on Jun 19, 2013 2:04:45 PM EDT**Previous End Date **Jun 20, 2013 2:00:00 PM EDT**New End Date **Jun 25, 2013 2:00:00 PM EDT****Item Response Form**

Item **132-11239--01-01 - Complete Graphics Kit for Chevy Tahoe**
 Quantity **5 each**
 Unit Price
 warranty provided
 Delivery Location **City of Fort Lauderdale**
Police Department/Fort Lauderdale
 1300 W. Broward Blvd.
 Fort Lauderdale FL 33312
Qty 5

Description

1. Complete graphics kit for Chevy Tahoe as per specifications below – (Material is Oracal 751 Black N/R, 3M 680 Blue Refl., 3M 680 White Refl. All have a 7-9 year warranty). Graphics kit shall include Roof Number (Material is Oracal 651 Black N/R with a 6 year warranty). **PLEASE INCLUDE INSTALLATION COST IN YOUR PRICE.**

SIDES: POLICE at 7"H
 3M 680 blue reflective with Oracal 751 black non reflective

SIDES: FORT LAUDERDALE at 3"H
 Oracal 751 black non reflective

REAR QTR PANELS: CALL 911 at 5"H
 3M 680 white reflective

TRUNK: POLICE at 4"H
 Oracal 751 black non reflective with 3M 680 blue reflective

TRUNK: www.flpd.org at 2"H
 Oracal 751 black non reflective

SIDES & BUMPER: UNIT NUMBERS at 3"H
 Oracal 751 black non reflective

ROOF: NUMBER at 14"H
 Oracal 751 black non reflective

DECALS: SHIELD at 11 5/8" H
 3M IJ 680 digital print with screen printed UV overcoat

DECALS: AMERICAN FLAG (left and right waving) at 4 1/2"H
 3M 680 screen printed red, blue and UV overcoat

STRIPING: TOP STRIPE
 Oracal 751 black non reflective

STRIPING: BOTTOM STRIPE
 3M 680 blue reflective

See PART II Technical Specifications/Scope of Services of all specification requirements.

Item **132-11239--01-02 - Chevy Tahoe K-9 Graphics (Sides: CAUTION K-9 & Rear: K-9 Unit)**
 Quantity **5 each**
 Unit Price
 warranty provided
 Delivery Location **City of Fort Lauderdale**
Police Department/Fort Lauderdale
 1300 W. Broward Blvd.
 Fort Lauderdale FL 33312
Qty 5

Description

1. K-9 Graphics as per specifications stated below (Sides: CAUTION K-9 & Rear: K-9 Unit). (Material is 3M 680 Red Refl. with a 7-9 year warranty). **PLEASE INCLUDE INSTALLATION COST IN YOUR PRICE.**

SIDES: CAUTION K-9 at ¾" H x 21" W
 3M 680 red reflective

TRUNK: K-9 UNIT at 4"H x 34" W
 3M 680 red reflective

See PART II Technical Specifications/Scope of Services of all specification requirements.

Item **132-11239--01-03 - Complete Graphics Kit for Chevy Caprice**
 Quantity **100 each**
 Unit Price
 warranty provided
 Delivery Location **City of Fort Lauderdale**
Police Department/Fort Lauderdale
 1300 W. Broward Blvd.
 Fort Lauderdale FL 33312
Qty 100

Description

1. Complete graphics kit for Chevy Caprice – (Material is Oracal 751 Black N/R, 3M 680 Blue Refl., 3M 680 White Refl. All have a 7-9 year warranty). Graphics kit shall include Roof Number (Material is Oracal 651 Black N/R with a 6 year warranty). **PLEASE INCLUDE INSTALLATION COST IN YOUR PRICE.**

SIDES: POLICE at 7"H
 3M 680 blue reflective with Oracal 751 black non reflective

SIDES: FORT LAUDERDALE at 3"H
 Oracal 751 black non reflective

REAR QTR PANELS: CALL 911 at 5"H
 3M 680 white reflective

REAR QTR PANELS: SERGEANT at 1 ½"H
 Oracal 751 black non reflective

TRUNK: FORT LAUDERDALE at 1 ¾"H
 Oracal 751 black non reflective

TRUNK: POLICE at 4"H
Oracal 751 black non reflective with 3M 680 blue reflective

TRUNK: www.fpd.org at 2"H
Oracal 751 black non reflective

SIDES & BUMPER: UNIT NUMBERS at 3"H
Oracal 751 black non reflective

ROOF: NUMBER at 14"H
Oracal 751 black non reflective

DECALS: SHIELD at 11 5/8" H
3M IJ 680 digital print with screen printed UV overcoat

DECALS: AMERICAN FLAG (left and right waving) at 4 1/2"H
3M 680 screen printed red, blue and UV overcoat

STRIPING: TOP STRIPE
Oracal 751 black non reflective

STRIPING: BOTTOM STRIPE
3M 680 blue reflective

See PART II Technical Specifications/Scope of Services of all specification requirements.

ITB # 132-11239

TITLE: Police Vehicle Decal Graphics

PART I - INFORMATION SPECIAL CONDITIONS

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Police Vehicle Decal Graphics for the City's Police Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Manager, Michael F. Walker at (954) 828-5677 or email at mwalker@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com or reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

04. PRE-BID CONFERENCE AND/OR SITE VISIT

There will not be a pre-bid conference or site visit for this Invitation to Bid.

05. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06. **PRICING/DELIVERY**
Contractor must quote a firm, fixed annual price for all services stated in the ITB, which includes any travel associated with coming to the City of Fort Lauderdale.

Failure to provide costs as requested in this ITB may deem your bid non-responsive.

07. **BID DOCUMENTS**
The Contractor shall examine this bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. **AWARD**
Award may be by Group or Item, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid solicitation.

09. **PRICE VALIDITY**
Prices provided in this Invitation to bid (ITB) are valid for 120 days from time of ITB opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

10. **GENERAL CONDITIONS**
General Conditions Form G-107 Rev. 01/13 (GC) are included and made a part of this ITB.

11. **NEWS RELEASES/PUBLICITY**
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

12. **CONTRACTORS' COSTS**
The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

13. **RULES AND SUBMITTALS OF BIDS**
The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

14. **MANUFACTURER/BRAND/MODEL SPECIFIC REQUEST**
This is a manufacturer/brand/model specification. No substitutions will be allowed.

15. **CONTRACT PERIOD**
The initial contract term shall commence upon date of award by the City and shall expire one year from that date. The City reserves the right to extend the contract for three, additional one-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

16. **COST ADJUSTMENTS**

Prices quoted shall be firm for the initial contract term (one) year. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

17. **SERVICE TEST PERIOD**

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

18. **CONTRACT COORDINATOR**

The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor

Coordinate and approve all work under the contract.

Resolve any disputes.

Assure consistency and quality of Contractor's performance.

Schedule and conduct Contractor performance evaluations and document findings.

Review and approve for payment all invoices for work performed or items delivered.

19. **CONTRACTOR PERFORMANCE REVIEWS AND RATINGS**

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of the contract extension.

20. **INVOICES/PAYMENT**

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

21. **RELATED EXPENSES/TRAVEL EXPENSES**

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

22. **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

While this contract is for services provided to the department referenced in this Invitation For Bid, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are

not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

23. **DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to services, after the City has approved work to begin on such services, and a budget has been established for those services, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

24. **SUBSTITUTION OF PERSONNEL**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

25. **INSURANCE**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this ITB shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

26. SUB-CONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

27. INSURANCE – SUB-CONTRACTORS

Contractor shall require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the contractor.

28. OWNERSHIP OF WORK

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

29. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

30. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

31. **DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

32. **SAFETY**

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

33. **CANADIAN COMPANIES**

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

34. **LOBBYING ACTIVITIES**

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>.

35. **BID TABULATIONS/INTENT TO AWARD**

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Services Division at 954-828-5933.

36. **SAMPLE CONTRACT AGREEMENT**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website <http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**FORT LAUDERDALE POLICE DEPARTMENT VEHICLE DECAL GRAPHICS SPECIFICATIONS**

The City of Fort Lauderdale is requesting a firm to create vehicle decal graphics for its Chevy Tahoe's and Chevy Caprice vehicles, and install the decals at the Police Department located at 1300 W. Broward Boulevard, Fort Lauderdale, FL 33312. The cost you provide to the City shall include all costs for installation and supplies, including all travel and any other costs associated with vehicle decal graphics installation. No other costs will be accepted.

The City estimates the first year of the contract they may require decals for approximately 100 Caprice's and approximately 5 Tahoe's, throughout the year. Quantities in future years are based upon needs/requirements of the City, and no quantities are guaranteed.

Chevy Tahoe requirements/specifications (SEE EXHIBIT A FOR PHOTO):

Est. Quantity = 5 each.

1. Complete graphics kit for Chevy Tahoe as per specifications below – (Material is Oracal 751 Black N/R, 3M 680 Blue Refl., 3M 680 White Refl. All have a 7-9 year warranty). Graphics kit shall include Roof Number (Material is Oracal 651 Black N/R with a 6 year warranty). **PLEASE INCLUDE INSTALLATION COST IN YOUR PRICE.**

SIDES: POLICE at 7"H

3M 680 blue reflective with Oracal 751 black non reflective

SIDES: FORT LAUDERDALE at 3"H

Oracal 751 black non reflective

REAR QTR PANELS: CALL 911 at 5"H

3M 680 white reflective

TRUNK: POLICE at 4"H

Oracal 751 black non reflective with 3M 680 blue reflective

TRUNK: www.flpd.org at 2"H

Oracal 751 black non reflective

SIDES & BUMPER: UNIT NUMBERS at 3"H

Oracal 751 black non reflective

ROOF: NUMBER at 14"H

Oracal 751 black non reflective

DECALS: SHIELD at 11 • " H

3M IJ 680 digital print with screen printed UV overcoat

DECALS: AMERICAN FLAG (left and right waving) at 4 ½"H

3M 680 screen printed red, blue and UV overcoat

STRIPING: TOP STRIPE

Oracal 751 black non reflective

STRIPING: BOTTOM STRIPE

3M 680 blue reflective

Est. Quantity = 5 each.

2. K-9 Graphics as per specifications stated below (Sides: CAUTION K-9 & Rear: K-9 Unit). (Material is 3M 680 Red Refl. with a 7-9 year warranty). **PLEASE INCLUDE INSTALLATION COST IN YOUR PRICE.**

SIDES: CAUTION K-9 at ¾" H x 21" W
3M 680 red reflective

TRUNK: K-9 UNIT at 4"H x 34" W
3M 680 red reflective

Chevy Caprice requirements/specifications (SEE EXHIBIT B FOR PHOTO):

Est. Quantity = 100 each.

3. Complete graphics kit for Chevy Caprice – (Material is Oracal 751 Black N/R, 3M 680 Blue Refl., 3M 680 White Refl. All have a 7-9 year warranty). Graphics kit shall include Roof Number (Material is Oracal 651 Black N/R with a 6 year warranty). **PLEASE INCLUDE INSTALLATION COST IN YOUR PRICE.**

SIDES: POLICE at 7"H
3M 680 blue reflective with Oracal 751 black non reflective

SIDES: FORT LAUDERDALE at 3"H
Oracal 751 black non reflective

REAR QTR PANELS: CALL 911 at 5"H
3M 680 white reflective

REAR QTR PANELS: SERGEANT at 1 ½"H
Oracal 751 black non reflective

TRUNK: FORT LAUDERDALE at 1 ¾"H
Oracal 751 black non reflective

TRUNK: POLICE at 4"H
Oracal 751 black non reflective with 3M 680 blue reflective

TRUNK: www.flpd.org at 2"H
Oracal 751 black non reflective

SIDES & BUMPER: UNIT NUMBERS at 3"H

Oracal 751 black non reflective

ROOF: NUMBER at 14"H

Oracal 751 black non reflective

DECALS: SHIELD at 11" H

3M IJ 680 digital print with screen printed UV overcoat

DECALS: AMERICAN FLAG (left and right waving) at 4 ½"H

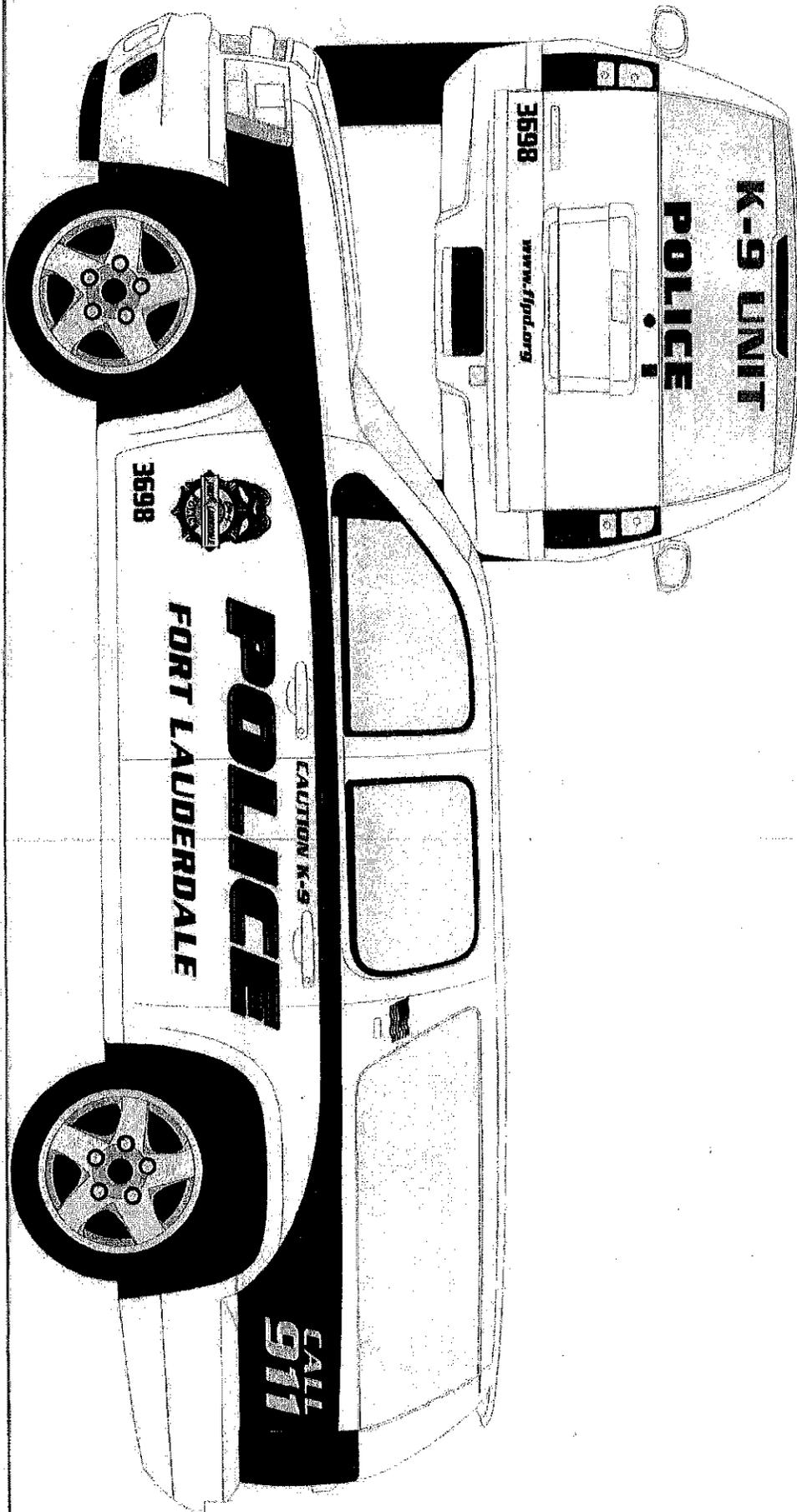
3M 680 screen printed red, blue and UV overcoat

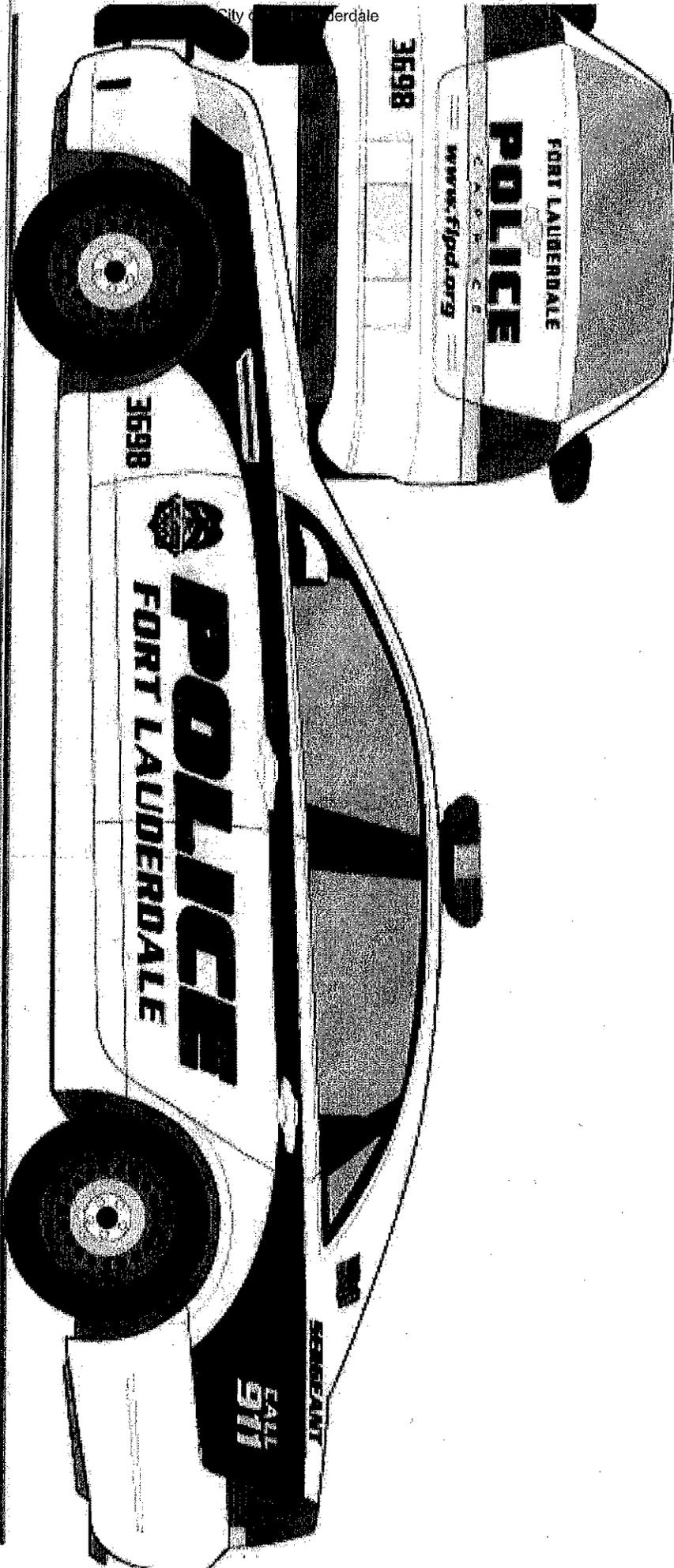
STRIPING: TOP STRIPE

Oracal 751 black non reflective

STRIPING: BOTTOM STRIPE

3M 680 blue reflective





**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of

commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the

termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold

any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses 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 costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: (Authorized signature) (date)

Name (printed) Title:

Company: (Legal Registration)

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address:

City: State: Zip:

Telephone No. FAX No. Email:

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Payment Terms (section 1.04): Total Bid Discount (section 1.05):

Does your firm qualify for MBE or WBE status (section 1.09): MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued
<input type="text"/>	<input type="text"/>

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES NO

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or

reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

revised 11-29-11



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, #619 • Fort Lauderdale, Florida 33301
954-828-5933 FAX 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

ITB 132- 11239
Police Vehicle Decal Graphics

ISSUED: June 7, 2013

Under PART II - Technical Specifications/Scope of Services the following requirement has been added:

The FONT for marked vehicles is Serpentine Sans.

All other terms, conditions, and specifications remain unchanged.

This Addendum No. 1 should be submitted with your ITB Response or acknowledged on the Bid/proposal Signature Page.

Michael Walker, CPPB
Procurement and Contracts Manager

Company
Name: _____
(Please print)

Proposer's
Signature: _____

Date: _____

Question and Answers for Bid #132-11239 - Police Vehicle Decal Graphics

OVERALL BID QUESTIONS

There are no questions associated with this bid.



City of Fort Lauderdale

**CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE**

132-11239

Police Vehicle Decal Graphics



CITY OF FORT LAUDERDALE

Michael F Walker

954-828-5677

ORIGINAL
BID

CONTRACT
COPY

Bid 132-11239 Police Vehicle Decal Graphics

Bid Number **132-11239**
Bid Title **Police Vehicle Decal Graphics**

Bid Start Date **Jun 5, 2013 9:38:00 AM EDT**
Bid End Date **Jun 19, 2013 2:00:00 PM EDT**
Question & Answer
End Date **Jun 12, 2013 2:00:00 PM EDT**

Bid Contact **Michael F Walker**
Procurement & Contracts Manager
Procurement
954-828-5677
mwalker@fortlauderdale.gov

Contract Duration **365 days**
Contract Renewal **3 annual renewals**
Prices Good for **30 days**

Bid Comments **The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Police Vehicle Decal Graphics for the City's Police Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).**

For information concerning procedures for responding to this solicitation, contact Procurement Manager, Michael F. Walker at (954) 828-5677 or email at mwalker@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com or reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

Item Response Form

Item **132-11239--01-01 - Complete Graphics Kit for Chevy Tahoe**
 Quantity **5 each**
 Unit Price **\$365.00/ea. \$1825 TOTAL**
 warranty provided **YES**
 Delivery Location **City of Fort Lauderdale**
Police Department/Fort Lauderdale
1300 W. Broward Blvd.
Fort Lauderdale FL 33312
Qty 5

Description

1. Complete graphics kit for Chevy Tahoe as per specifications below - (Material is Oracal 751 Black N/R, 3M 680 Blue Refl., 3M 680 White Refl. All have a 7-9 year warranty). Graphics kit shall include Roof Number (Material is Oracal 651 Black N/R with a 6 year warranty). **PLEASE INCLUDE INSTALLATION COST IN YOUR PRICE.**

SIDES: POLICE at 7"H

3M 680 blue reflective with Oracal 751 black non reflective

SIDES: FORT LAUDERDALE at 3"H

Oracal 751 black non reflective

REAR QTR PANELS: CALL 911 at 5"H

3M 680 white reflective

TRUNK: POLICE at 4"H

Oracal 751 black non reflective with 3M 680 blue reflective

TRUNK: www.flpd.org at 2"H

Oracal 751 black non reflective

SIDES & BUMPER: UNIT NUMBERS at 3"H

Oracal 751 black non reflective

ROOF: NUMBER at 14"H

Oracal 751 black non reflective

DECALS: SHIELD at 11 5/8" H

3M IJ 680 digital print with screen printed UV overcoat

DECALS: AMERICAN FLAG (left and right waving) at 4 1/2"H

3M 680 screen printed red, blue and UV overcoat

STRIPING: TOP STRIPE

Oracal 751 black non reflective

STRIPING: BOTTOM STRIPE

3M 680 blue reflective

See PART II Technical Specifications/Scope of Services of all specification requirements.

Item	132-11239--01-02 - Chevy Tahoe K-9 Graphics (Sides: CAUTION K-9 & Rear: K-9 Unit)
Quantity	5 each
Unit Price	<u>\$33.00 ea / \$165. TOTAL</u>
warranty provided	<u>YES</u>
Delivery Location	City of Fort Lauderdale <u>Police Department/Fort Lauderdale</u> 1300 W. Broward Blvd. Fort Lauderdale FL 33312 Qty 5

Description

1. K-9 Graphics as per specifications stated below (Sides: CAUTION K-9 & Rear: K-9 Unit). (Material is 3M 680 Red Refl. with a 7-9 year warranty). **PLEASE INCLUDE INSTALLATION COST IN YOUR PRICE.**

SIDES: CAUTION K-9 at 3/4" H x 21" W

3M 680 red reflective

TRUNK: K-9 UNIT at 4"H x 34" W

3M 680 red reflective

See PART II Technical Specifications/Scope of Services of all specification requirements.

Item	132-11239--01-03 - Complete Graphics Kit for Chevy Caprice
Quantity	100 each
Unit Price	<u>\$365.00 / \$36,500 TOTAL</u>
warranty provided	<u>YES</u>
Delivery Location	City of Fort Lauderdale Police Department/Fort Lauderdale 1300 W. Broward Blvd. Fort Lauderdale FL 33312 Qty 100

Description

1. Complete graphics kit for Chevy Caprice - (Material is Oracal 751 Black N/R, 3M 680 Blue Refl., 3M 680 White Refl. All have a 7-9 year warranty). Graphics kit shall include Roof Number (Material is Oracal 651 Black N/R with a 6 year warranty). **PLEASE INCLUDE INSTALLATION COST IN YOUR PRICE.**

SIDES: POLICE at 7"H

3M 680 blue reflective with Oracal 751 black non reflective

SIDES: FORT LAUDERDALE at 3"H

Oracal 751 black non reflective

REAR QTR PANELS: CALL 911 at 5"H

3M 680 white reflective

REAR QTR PANELS: SERGEANT at 1 1/2"H

Oracal 751 black non reflective

TRUNK: FORT LAUDERDALE at 1 3/4"H

Oracal 751 black non reflective

TRUNK: POLICE at 4"H

Oracal 751 black non reflective with 3M 680 blue reflective

TRUNK: www.flpd.org at 2"H

Oracal 751 black non reflective

SIDES & BUMPER: UNIT NUMBERS at 3"H

Oracal 751 black non reflective

ROOF: NUMBER at 14"H

Oracal 751 black non reflective

DECALS: SHIELD at 11 5/8" H

3M IJ 680 digital print with screen printed UV overcoat

DECALS: AMERICAN FLAG (left and right waving) at 4 1/2"H

3M 680 screen printed red, blue and UV overcoat

STRIPING: TOP STRIPE

Oracal 751 black non reflective

STRIPING: BOTTOM STRIPE

3M 680 blue reflective

See PART II Technical Specifications/Scope of Services of all specification requirements.

ITB # 132-11239**TITLE: Police Vehicle Decal Graphics****PART I - INFORMATION SPECIAL CONDITIONS****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Police Vehicle Decal Graphics for the City's Police Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Manager, Michael F. Walker at (954) 828-5677 or email at mwalker@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com or reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

04. PRE-BID CONFERENCE AND/OR SITE VISIT

There will not be a pre-bid conference or site visit for this Invitation to Bid.

05. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06. PRICING/DELIVERY

Contractor must quote a firm, fixed annual price for all services stated in the ITB, which includes any travel associated with coming to the City of Fort Lauderdale.

Failure to provide costs as requested in this ITB may deem your bid non-responsive.

07. BID DOCUMENTS

The Contractor shall examine this bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. AWARD

Award may be by Group or Item, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid solicitation.

09. PRICE VALIDITY

Prices provided in this Invitation to bid (ITB) are valid for 120 days from time of ITB opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

10. GENERAL CONDITIONS

General Conditions Form G-107 Rev. 01/13 (GC) are included and made a part of this ITB.

11. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

12. CONTRACTORS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

13. RULES AND SUBMITTALS OF BIDS

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

14. MANUFACTURER/BRAND/MODEL SPECIFIC REQUEST

This is a manufacturer/brand/model specification. No substitutions will be allowed.

15. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City and shall expire one year from that date. The City reserves the right to extend the contract for three, additional one-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

16. **COST ADJUSTMENTS**

Prices quoted shall be firm for the initial contract term (one) year. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

17. **SERVICE TEST PERIOD**

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

18. **CONTRACT COORDINATOR**

The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor

Coordinate and approve all work under the contract.

Resolve any disputes.

Assure consistency and quality of Contractor's performance.

Schedule and conduct Contractor performance evaluations and document findings.

Review and approve for payment all invoices for work performed or items delivered.

19. **CONTRACTOR PERFORMANCE REVIEWS AND RATINGS**

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of the contract extension.

20. **INVOICES/PAYMENT**

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

21. **RELATED EXPENSES/TRAVEL EXPENSES**

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

22. **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

While this contract is for services provided to the department referenced in this Invitation For Bid, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are

not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

23. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to services, after the City has approved work to begin on such services, and a budget has been established for those services, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

24. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

25. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this ITB shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

26. SUB-CONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

27. INSURANCE – SUB-CONTRACTORS

Contractor shall require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the contractor.

28. OWNERSHIP OF WORK

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

29. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

30. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

31. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

32. SAFETY

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

33. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

34. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>.

35. BID TABULATIONS//INTENT TO AWARD

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Services Division at 954-828-5933.

36. SAMPLE CONTRACT AGREEMENT

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website <http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**FORT LAUDERDALE POLICE DEPARTMENT VEHICLE DECAL GRAPHICS SPECIFICATIONS**

The City of Fort Lauderdale is requesting a firm to create vehicle decal graphics for its Chevy Tahoe's and Chevy Caprice vehicles, and install the decals at the Police Department located at 1300 W. Broward Boulevard, Fort Lauderdale, FL 33312. The cost you provide to the City shall include all costs for installation and supplies, including all travel and any other costs associated with vehicle decal graphics installation. No other costs will be accepted.

The City estimates the first year of the contract they may require decals for approximately 100 Caprice's and approximately 5 Tahoe's, throughout the year. Quantities in future years are based upon needs/requirements of the City, and no quantities are guaranteed.

Chevy Tahoe requirements/specifications (SEE EXHIBIT A FOR PHOTO):

Est. Quantity = 5 each.

1. Complete graphics kit for Chevy Tahoe as per specifications below – (Material is Oracal 751 Black N/R, 3M 680 Blue Refl., 3M 680 White Refl. All have a 7-9 year warranty). Graphics kit shall include Roof Number (Material is Oracal 651 Black N/R with a 6 year warranty).
PLEASE INCLUDE INSTALLATION COST IN YOUR PRICE.

SIDES: POLICE at 7"H
3M 680 blue reflective with Oracal 751 black non reflective

SIDES: FORT LAUDERDALE at 3"H
Oracal 751 black non reflective

REAR QTR PANELS: CALL 911 at 5"H
3M 680 white reflective

TRUNK: POLICE at 4"H
Oracal 751 black non reflective with 3M 680 blue reflective

TRUNK: www.flpd.org at 2"H
Oracal 751 black non reflective

SIDES & BUMPER: UNIT NUMBERS at 3"H
Oracal 751 black non reflective

ROOF: NUMBER at 14"H
Oracal 751 black non reflective

DECALS: SHIELD at 11 • " H
3M IJ 680 digital print with screen printed UV overcoat

DECALS: AMERICAN FLAG (left and right waving) at 4 ½"H
3M 680 screen printed red, blue and UV overcoat

STRIPING: TOP STRIPE

Oracal 751 black non reflective

STRIPING: BOTTOM STRIPE

3M 680 blue reflective

Est. Quantity = 5 each.

2. K-9 Graphics as per specifications stated below (Sides: CAUTION K-9 & Rear: K-9 Unit). (Material is 3M 680 Red Refl. with a 7-9 year warranty). **PLEASE INCLUDE INSTALLATION COST IN YOUR PRICE.**

SIDES: CAUTION K-9 at ¾" H x 21" W
3M 680 red reflective

TRUNK: K-9 UNIT at 4"H x 34" W
3M 680 red reflective

Chevy Caprice requirements/specifications (SEE EXHIBIT B FOR PHOTO):

Est. Quantity = 100 each.

3. Complete graphics kit for Chevy Caprice – (Material is Oracal 751 Black N/R, 3M 680 Blue Refl., 3M 680 White Refl. All have a 7-9 year warranty). Graphics kit shall include Roof Number (Material is Oracal 651 Black N/R with a 6 year warranty). **PLEASE INCLUDE INSTALLATION COST IN YOUR PRICE.**

SIDES: POLICE at 7"H
3M 680 blue reflective with Oracal 751 black non reflective

SIDES: FORT LAUDERDALE at 3"H
Oracal 751 black non reflective

REAR QTR PANELS: CALL 911 at 5"H
3M 680 white reflective

REAR QTR PANELS: SERGEANT at 1 ½"H
Oracal 751 black non reflective

TRUNK: FORT LAUDERDALE at 1 ¾"H
Oracal 751 black non reflective

TRUNK: POLICE at 4"H
Oracal 751 black non reflective with 3M 680 blue reflective

TRUNK: www.flpd.org at 2"H
Oracal 751 black non reflective

SIDES & BUMPER: UNIT NUMBERS at 3"H
Oracal 751 black non reflective

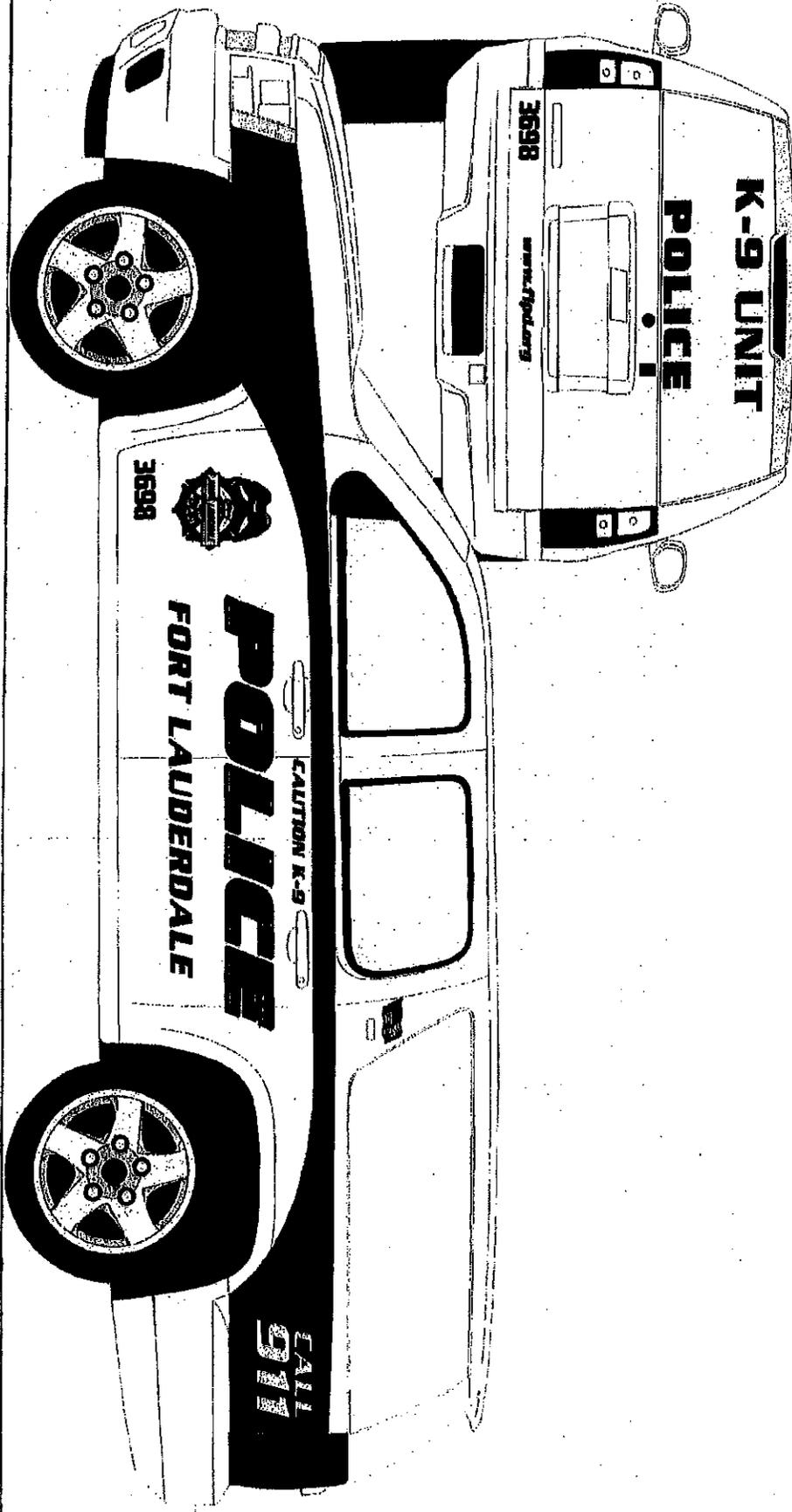
ROOF: NUMBER at 14"H
Oracal 751 black non reflective

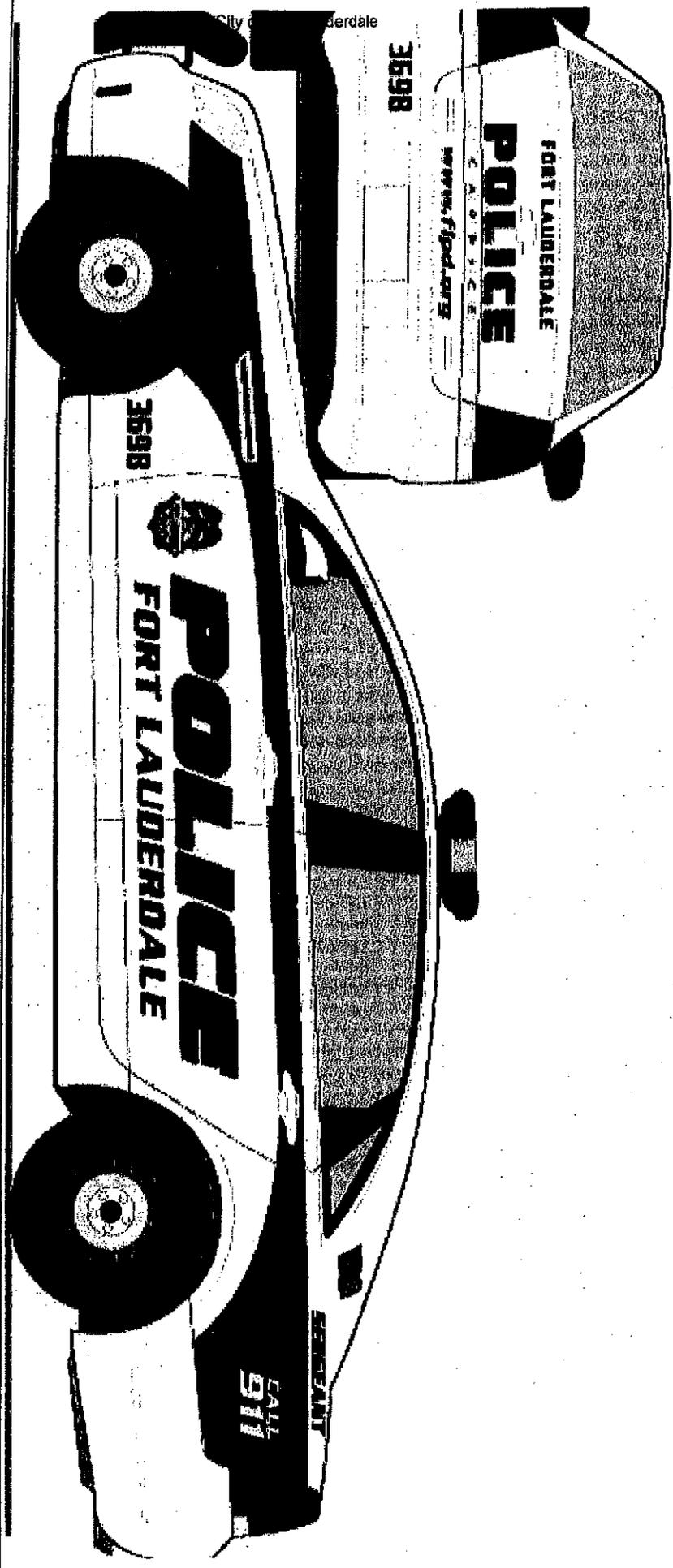
DECALS: SHIELD at 11" H
3M IJ 680 digital print with screen printed UV overcoat

DECALS: AMERICAN FLAG (left and right waving) at 4 ½"H
3M 680 screen printed red, blue and UV overcoat

STRIPING: TOP STRIPE
Oracal 751 black non reflective

STRIPING: BOTTOM STRIPE
3M 680 blue reflective





**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European descent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in Ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-8000319, and State Sales tax exemption number is 85-8013876578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved-equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of

commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

- 3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

- 3.19 **BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the

termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award; the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold

any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses 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 costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked by the bidder in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: [Handwritten Signature] (Authorized signature)

[6-14-13] (date)

Name (printed) ALISON GALLAGHER Title: PRESIDENT

Company: (Legal Registration) GRAPHIC DESIGNS INT'L, INC.

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address: 3161 SE SLATER ST.

City: STUART State: FL Zip: 34997

Telephone No. 800-344-6853 FAX No. 772-286-8198 Email: Alison@qdigraphics.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 14 days

Payment Terms (section 1.04): NET 30 Total Bid Discount (section 1.05): -0-

Does your firm qualify for MBE or WBE status (section 1.09): MBE [] WBE [X]

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued
No. 1	6-7-13

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES [X] NO []

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or

reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

revised 11-29-11

Question and Answers for Bid #132-11239 - Police Vehicle Decal Graphics

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Jun 12, 2013 2:00:00 PM EDT



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, #619 • Fort Lauderdale, Florida 33301
954-828-5933 FAX 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

ITB 132- 11239
Police Vehicle Decal Graphics

ISSUED: June 7, 2013

Under PART II - Technical Specifications/Scope of Services the following requirement has been added:

The FONT for marked vehicles is Serpentine Sans.

All other terms, conditions, and specifications remain unchanged.

This Addendum No. 1 should be submitted with your ITB Response or acknowledged on the Bid/proposal Signature Page.

Michael Walker, CPPB
Procurement and Contracts Manager

Company Name: Graphic Designs International, Inc.

Proposer's Signature: *Allen J. [Signature]*
(Please print)

Date: 6-14-13



Scotchlite™ Reflective Graphic Film

Series 680
Film 680-10

For Screen Printing

For Electrostatic or Screen Printing

Product Description

These are 7-mil, flexible, enclosed lens, retroreflective films that offer great versatility along with slideable, pressure-activated adhesive. These long-term durable films are designed for commercial vehicle, railroad and bus graphics, sign graphics, and striping on vertical, flat, curved or corrugated surfaces, with or without rivets. Use these films for screen printing or electrostatic printing.

Advantages

- Up to 9 year durability with up to 7 year 3M™ MCS™ Warranty on many applications
- Similar daytime and nighttime appearance that retains most of its reflectivity when wet
- Excellent angularity
- Unprocessed film resists fuel vapors or occasional spills
- Engineer grade film

Recommended Types of Graphics and End Uses

When constructed and used as described in this Bulletin, these types of graphics and end uses may be warranted by the 3M™ MCS™ Warranty. Please read the entire Bulletin for details.

- Vertical commercial vehicle, railcar and bus graphics
- Vertical commercial signs and striping
- Vertical indoor and outdoor signage

Limitations of End Uses

3M specifically does not recommend or warrant the following uses, but please contact us to discuss your needs or recommend other products.

Unsuitable End Uses for This Film

- Do not apply this film on:
 - Walls
 - Substrates with compound curves
 - Substrates that do not have a clean, smooth surface or have poor paint-to-substrate adhesion
 - Stainless steel
 - FRP with a Tedlar® coating
 - Flexible substrates
- Graphics made for automotive Original Equipment Manufacturers (OEM); contact 3M Automotive Division at 1-800-328-1684 for alternatives.

Compatible Products

3M Graphic Materials

This Bulletin provides details about the base film and construction options and warranty. Additional specific information about compatible products can be found in the Product and Instruction Bulletins listed in **3M Related Literature** at the end of this bulletin.

See the Warranty matrix to determine which Compatible Products are approved for your graphic construction.

Screen Printing

- 3M™ Screen Printing Ink Series 1900
- 3M™ Screen Printing UV Ink Series 9800
- 3M™ Scotchlite™ Screen Printing Ink Series 2900

Electrostatic Printing

- Scotchprint® Toner Series 8700/8800
- 3M™ Trident Transfer Paper

Graphic Protection Options

- 3M™ Screen Printing Gloss Clear 9800CL
- 3M™ Screen Print Gloss Clear 1920DR
- 3M™ Screen Print UV Gloss Clear 9720I
- 3M™ Screen Print Gloss Clear 9720UV
- 3M™ Scotchlite™ Screen Printing Gloss Clear 4430R
- 3M™ Scotchcal™ Luster Overlamine 8519
- 3M™ Scotchcal™ Luster Overlamine 8908
- 3M™ High Gloss Graffiti Resistant Overlamine 8912 ES *not for use on rivets*
- 3M™ Screen Print Clear 8920 ES *not for use on corrugations*

Other Products

- 3M™ Prespacing Tape SCPS-2
- 3M™ Premasking Tape SCPM-3
- 3M™ Premasking Tape SCPM-44X
- 3M™ Edge Sealer 3950

Characteristics

These are typical values for unprocessed product; processing may change the values. Contact your 3M representative for a custom specification.

Physical Characteristics

Characteristic	Value																																				
Material	Vinyl																																				
Thickness	With adhesive: 7 to 8 mils (0.18 to 0.20 mm)																																				
Adhesive type	Pressure-activated, slideable																																				
Adhesive color	Clear with silver underneath																																				
Liner	Polyethylene-coated paper																																				
Film colors & typical retroreflection	<p>At -4° entrance angle and 0.2° observation angle.</p> <table border="1"> <thead> <tr> <th>Film Number</th> <th>Color Name</th> <th>Typical Coefficient of Retroreflection</th> </tr> </thead> <tbody> <tr> <td>680-10</td> <td>White</td> <td>100</td> </tr> <tr> <td>680-14</td> <td>Orange</td> <td>20</td> </tr> <tr> <td>680-64</td> <td>Gold</td> <td>70</td> </tr> <tr> <td>680-71</td> <td>Yellow</td> <td>65</td> </tr> <tr> <td>680-72</td> <td>Red</td> <td>20</td> </tr> <tr> <td>680-75</td> <td>Blue</td> <td>10</td> </tr> <tr> <td>680-76</td> <td>Light blue</td> <td>10</td> </tr> <tr> <td>680-77</td> <td>Green</td> <td>20</td> </tr> <tr> <td>680-81</td> <td>Lemon yellow</td> <td>75</td> </tr> <tr> <td>680-82</td> <td>Ruby red</td> <td>15</td> </tr> <tr> <td>680-85</td> <td>Black</td> <td>30</td> </tr> </tbody> </table> <p>See page 8 for ASTM and NFPA standards for this film series.</p>	Film Number	Color Name	Typical Coefficient of Retroreflection	680-10	White	100	680-14	Orange	20	680-64	Gold	70	680-71	Yellow	65	680-72	Red	20	680-75	Blue	10	680-76	Light blue	10	680-77	Green	20	680-81	Lemon yellow	75	680-82	Ruby red	15	680-85	Black	30
Film Number	Color Name	Typical Coefficient of Retroreflection																																			
680-10	White	100																																			
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680-81	Lemon yellow	75																																			
680-82	Ruby red	15																																			
680-85	Black	30																																			
Retroreflection Definition	<p>The typical coefficient of retroreflection defined is measured at a -4° entrance angle and a 0.2° observation angle. It is expressed in candlepower per foot-candle per square foot (candela/lux/square meter) per ASTM E 810.</p> <p>The entrance angle is formed by a light beam striking the surface at a point and a line that is perpendicular to the surface at the same point.</p> <p>An observation angle is formed by the light beam striking the reflective surface and returning to the observer. From 800 feet (249 meters), a motorist normally views a graphic at a 0.2° angle.</p>																																				
Chemical resistance	<ul style="list-style-type: none"> • Resists mild alkalis, mild acids, and salt • Excellent resistance to water (<i>not immersion</i>) • Resists occasional fuel spills 																																				
Flammability	Call 1-800-328-3908 for information																																				

Application Characteristics

Characteristic	Value
Finished graphic application recommendation	<p>Surface type: Flat, with/without rivets; moderate curves; corrugations</p> <p>Substrate type: Aluminum, FRP, paint</p> <p>Graphic orientation: Vertical only</p> <p>Application temperature: <i>air and substrate</i></p> <ul style="list-style-type: none"> • 50° to 100°F (10° to 38°C) flat surfaces without rivets • 55° to 100°F (13° to 38°C) flat, curved or corrugated surfaces with rivets <p>Application method: Dry</p>
Adhesion 24 hours after application	<p>Aluminum: 6.0 pounds/inch (1.1 kg/cm)</p> <p>FRP (Fiberglass Reinforced Plywood): 3.0 lb/inch (0.5 kg/cm)</p> <p>Painted aluminum panels: 4.5 pounds/inch (0.8 kg/cm)</p>
In use temperature range	-30° to +200°F (-34° to +93°C)

Definitions

Exposure

U.S. Vertical Exposure



face of graphic

The face of the graphic is +/- 10° from vertical.

U.S. Desert Southwest Exposure

Any outdoor graphic exposed to solar energy more than half of the daylight hours in Arizona, New Mexico and the desert areas of California, Nevada, Utah and Texas is subject to reduced warranties. A detailed map is available at 3Mgraphics.com under Warranties.

Graphic Types

Indoor Signs

Stationary graphics applied indoors and *not* exposed to the elements.

Outdoor Signs

Stationary graphics applied outdoors and exposed to the elements.

Railroad

Graphics applied on railroad cars but not railroad engines.

OEM

Labels and decorative graphics produced for and used by original equipment manufacturers.

Fleet Vehicle

Straight trucks, semi-tractors and trailers used in commercial fleets. Excludes air shields.

Standard Vehicle

Buses, vans, automobiles, recreational vehicles unless otherwise noted.

Graphic Construction

The products used to make a graphic, which may include film and/or flexible substrate, graphic protection, ink, printer and application tape.

Graphic Protection

Overlamine films or clear coats used to protect the graphic and/or change gloss.

Warranty Information

Warranty and Limited Remedy

The following is made in lieu of all other express or implied warranties, including any implied warranty of **merchantability** or fitness for a particular purpose or implied warranty arising out of a course of dealing, custom or usage of trade: all 3M products are warranted to be free of defects in materials and manufacture at the time of shipment and to meet the specifications stated in this Product Bulletin. 3M will replace or refund the price of any 3M materials that do not meet this warranty within the specified time periods. These remedies are exclusive. In no case shall 3M be liable for any direct, indirect, or consequential damages, including any labor or non-3M materials charges.

See the *3M Graphics Market Center Warranty Brochure* at 3Mgraphics.com, which gives the terms, additional limitations of the warranty, if any, and limitations of liability.

Warranty Coverage Overview

Both the warranty coverage and the durability for each graphic is based on the user(s) reading and following all applicable and current 3M Product and Instruction Bulletins. 3M will honor the Warranted Durability stated in the Warranted Durability Table in the base film or substrate Product Bulletin that is current when the film was purchased. Warranted durabilities may be reduced and stipulations may apply for certain constructions and applications, as covered in this Bulletin.

3M™ MCST™ Warranty

Warranted Durability Table
for Finished Graphics
in a Standard U.S. Vertical Exposure

Finished graphics constructed as shown in the tables below are eligible for the MCS Warranty. For warranties for other exposures, see page 5.

Veh = Fleet, Standard and Recreational Vehicle Graphics
Rail = Railroad Graphics
Sign = Indoor and Outdoor Signs

Screen Printing

Warranted Durability in Years

All Film Colors 3M Ink	Series 2900			Series 1900			Series 9800							
	line color			4-color			line color			4-color				
	Veh	Rail	Sign	Veh	Sign	Veh	Rail	Sign	Veh	Rail	Sign	Veh	Sign	
Graphic Protection														
1920DR	7	5	5	5	5		7	7	7	—	—	—	—	—
4490R	7	5	5	5	5		7	5	5	—	—	—	—	—
9720I	7	5	5	5	5		7	5	5	7	5	5	5	5
9720UV	7	5	5	5	5		7	5	5	7	5	5	5	5
9800CL	—	—	—	—	—		—	—	—	5	5	5	5	5

Unprinted Film

	Graphic Protection	Veh	Rail	Sign
Warranted Durability	None	7	5	5
Expected Durability	None	9	5	5

For Unprinted Film only, both a Warranted Durability and Expected Durability is given. The film is covered by the MCS Warranty for the period described, but 3M testing shows that when unprinted, the film can be expected to perform satisfactorily for the extended period given.

Electrostatic Printing

White Film Only	3M Toner		8700	
	Graphic Protection	Veh	Sign	
	8908	—	1	
	8519	5	5	
	8912	5	4	
	8920	5	4	

Reduced Warranty for Graphics Exposed to Heat

Long exposure to continuous high heat decreases the performance life of this film by 2 years. High heat is a temperature above 150°F (65°C). It may occur in areas such as railroad locomotives, vehicle engine compartments, non-insulated tankers exposed to frequent internal steam cleaning, or compartments that carry hot cargo.

Fleet Labor Reimbursement

3M will reimburse 100% of the labor costs associated with the removal, remanufacture and reapplication of a **commercial fleet graphic only** to the extent that 3M determines such amount is reasonable and necessary in the circumstances. This labor cost reimbursement will be determined by 3M on a case-by-case basis taking into account the expected amount of labor needed to make such repairs and other considerations.

General Warranty Stipulations

These stipulations apply to graphics covered by the 3M™ MCS™ Warranty. Specific provisions of these stipulations are found in the *3M Graphics Market Center Warranty Brochure* at 3Mgraphics.com.

Reduced Warranted Durability For Graphics NOT in a U.S. Vertical Exposure

Use the years indicated in the applicable Warranted Durability Table, starting on page 4, for your graphic construction and these formulas to determine reduced durabilities for the following graphic exposure.

If the Graphic Exposure Is:	Use this Percentage of U.S. Vertical Exposure, Warranted Durability	Examples
Desert Southwest Vertical	70% (0.7)	0.7 x 5 years = 3.5 years
All other exposures	0	0

Abrasion and Loss of Gloss

Abrasion damage and loss of gloss are not covered by any 3M warranty. This is considered normal wear and tear.

Application to Glass

3M accepts no liability for glass breakage when using this film for window graphics. See Instruction Bulletin 5.1 for details.

Application Outside the U.S.

Contact the 3M organization for that country.

Graphics Made with Components Not Sold or Recommended by 3M

The 3M™ MCS™ Warranty does not cover finished graphics made with inks, film, graphic protection and/or application tapes that are not sold or recommended by 3M. The user is solely responsible for the graphic appearance, performance and durability of graphic constructions that include any other products.

Graphic Protection

Any graphic exposed to abrasive conditions (including vehicles), harsh cleaners or chemicals must include graphic protection in order to be warranted. Abrasion damage and gloss loss are not covered.

Rivets

This film will tent when applied over rivets. If the rivets are closely spaced, the film will bridge between rivets. Tented or bridged film may fail prematurely, which is not covered by any 3M warranty.

Factors that Affect Graphic Performance Life

The actual performance life of a graphic is affected by all of the following.

- The combination of graphics materials used
- Ink formulation
- Adequate ink drying or curing
- Selection, condition and preparation of the substrate
- Surface texture
- Application methods
- Angle and direction of sun exposure
- Environmental conditions
- Cleaning or maintenance methods

Screen Printing

Ink formulations and processing conditions can affect ink durability. Refer to the Product and Instruction Bulletins for your ink for limitations and proper usage.

- Ink series 1900 and some colors in ink series 9800 are opaque. Be aware that opaque ink can prevent the film from retroreflecting in the screen printed areas. Ink series 2900 and the transparent colors from ink series 9800 are good choices when retroreflection is important in the screen printed areas.
- For graphics subjected to fuel vapors or occasional spills, use screen printing ink series 2900 and clear 4430R.
- Oven dry the last color and the clear when using solvent-based inks on graphics needed for any corrugated application.

Electrostatic Printing

Refer to the 3M Related Literature section for Instruction Bulletins that discuss digital printing methods.

An image is printed on electrostatic paper and transferred with heat and pressure to the film. Graphic protection is required.

Cutting

The following are common cutting methods for this film. See Instruction Bulletin 4.1 for details.

- Cold and hot steel-ruled die cutting
- Hot kiss cutting
- Drum-type electronic cutting
- Flat-bed electronic cutting
- Guillotine
- Hand cut

Design Considerations

- Use a minimum letter height of 1 inch (2.5 cm).
- Use a minimum stroke width of 3/8 inch (1.0 cm).
- Use a minimum radius for a point of 1/16 inch (1.6 mm).
- For uniform color and brightness when making a graphic with multiple pieces of the film together, be sure the pieces are properly color matched. See Instruction Bulletin 2.1 for details. Color-matched film is available by special order. Contact your 3M sales representative.
- Order "roll applicator splices" for roll striping. Butt splices may have a small gap.

Weeding Considerations

- For the best results, weed the film within 24 hours of cutting it.
- Perform weeding carefully. Removing the film from the liner reduces or may eliminate the slideability feature. For this same reason, do not attempt to exchange the liner.
- Refer to Instruction Bulletin 4.1 for more details.

Application Tapes

When to Use Premasking Tape

- As an application aid to increase stiffness, and prevent stretching and damage during application.
- Graphics larger than 4 square feet (0.4 m²).
- Striping greater than 4 inches (10 cm) wide.

When NOT to Use Premasking Tape

- Continuous rolls or striping wider than 12 inches (31 cm).
- Rolls wider than 12 inches (31 cm) that will be slit.

When to Use Prespacing Tape

- Hold cut and weeded letters or graphics in registration after removing the film liner.
- Protect cut graphic parts from scratching or damage during application.
- Use when large amounts of liner are exposed.

How to Select a Tape

Determine whether you want to premask the graphic or prespace cut graphics. Then select the application tape that corresponds to the graphic protection used. See Instruction Bulletin 4.3 for complete details.

Tape	No Printing	1920DR 4430R	9720i 9720UV 9800CL	8519	8912	8920
Premasking SCPM-3	■	■		■	■	
Prespacing SCPS-2	■	■				■
Premasking SCPM-44X			■		NR	■



CAUTION

Before using any equipment, always read the manufacturer's instructions.

Application and Installation

Install the film using the dry application method.

Refer to the 3M Related Literature section, located at the end of this bulletin, for a list of the Instruction Bulletins that may be needed to apply or install this film.

Adhesive

This film has a pressure-activated adhesive that allows the film to slide easily on the substrate. Any pressure applied by hand, squeegee or application tool immediately bonds the film to the substrate and the slideability feature is lost. The film cannot be lifted and repositioned without damage.

Substrate Considerations

This film can be applied over other recommended 3M graphic systems. Graphics printed with clear 1920DR must be weathered for at least one year before applying this film over it. See Instruction Bulletin 5.1 for details.

Finishing

- If needed or recommended, use edge sealer 3950.
- Most graphics made with these films do not require an edge sealer, although certain applications may benefit from its use.
- All processed and unprocessed graphics subjected to fuel vapors or occasional fuel spills do require edge sealer.
- Edge sealing in the following applications is not required, but it may help keep the edges adhered when subjected to external sources such as abrasion and/or high pressure washing.
 - graphics exposed to severe abrasion or high pressure washing
 - graphics applied to chrome substrates
 - graphics applied to locomotives and rolling railroad stock
 - graphics applied to truck rollup doors

Maintenance and Cleaning

Use a cleaner designed for high-quality painted surfaces. The cleaner must be wet, non-abrasive, without strong solvents, and have a pH value between 3 and 11 (neither strongly acidic nor strongly alkaline.)

Refer to Instruction Bulletin 6.5 for details on pressure cleaning. Exceeding 3M's recommendations will void the warranty whether or not an edge sealer was properly used.

Removal

This film is not removable.

Shelf Life, Storage and Shipping

Shelf Life

Total shelf life: 2 years

Up to 2 years unprocessed, *OR* process within 1 year *and* apply within 1 year of processing

Storage Conditions

for Unprocessed Film or
Unapplied Finished Graphics

- 40° to 100°F (4° to 38°C)
- Out of sunlight
- Clean dry area
- Original container
- Cut sheets must lie flat
- Bring the film to print room temperature before using

Shipping Finished Graphics

Flat, or rolled printed side out on 6 inch (15 cm) or larger core. This helps prevent the application tape, if used, from popping off.

See Instruction Bulletin 6.5 for details.

Health and Safety



CAUTION

When handling any chemical products, read the manufacturers' container labels and the Material Safety Data Sheets (MSDS) for important health, safety and environmental information. To obtain MSDS sheets for 3M products go to 3M.com/MSDS, or by mail or in case of an emergency, call 1-800-364-3577 or 1-651-737-6501.

When using any equipment, always follow the manufacturers' instructions for safe operation.

Standards

ASTM D-4956-07: Standard Specification for Retroreflective Sheeting for Traffic Control

ASTM D-4956-07 covers flexible, non-exposed glass bead-lens and microprismatic retroreflective sheeting designed for use on traffic control signs, delineators, barricades and other devices. For Type 1 sheeting it specifically covers these colors: white, yellow, orange, green, red, blue and brown. As defined in ASTM D-4956-07, film series 680 are classified as Type 1 sheeting (section 4.2.1) with a Class 3 adhesive (section 4.3.3). For corresponding colors covered by ASTM D-4956-07, the aforementioned films (except orange) meet the requirements specified in section 6.1.1 (minimum performance requirements for Type 1 sheeting).

NFPA® 1901: Standard for Automotive Fire Apparatus (2009 Edition)

According to NFPA® 1901, section 15.9.3.3 specifies that all retroreflective materials required by section 15.9.3.1 and 15.9.3.2 shall conform to the requirements of ASTM D 4956, *Standard Specification for Retroreflective Sheeting for Traffic Control*, Section 6.1.1 for Type 1 sheeting. Section 15.9.3.3.1 specifies that colors not listed in ASTM D-4956 can be used on the front and sides of the fire apparatus as long as the sheeting has a minimum coefficient of retroreflection of 10 when measured with an observation angle of 0.2° and an entrance angle of -4°.

	Red	Ruby Red	Yellow	Lemon Yellow	White	Blue	Light Blue	Green	Gold	Black
Color Number	72	82	71	81	10	75	78	77	64	85
Section 15.9.3.1 (Front & Sides)	●	●	●	●	●	●	●	●	●	●
Section 15.9.3.2 (Chevrons)	●	●	●	●						

3M Related Literature

Before starting any job, be sure you have the most current Product and Instruction Bulletins.

The information in 3M Product and Instruction Bulletins is subject to change. Current Bulletins are available at 3Mgraphics.com. The following applicable Bulletins provide information and processes you need to properly make the graphics described in this Bulletin. Additional Bulletins may be needed as indicated in the 3M Related Literature section of other 3M components you use.

Bulletin types: PB = Product Bulletin; PB-IB = Product & Instruction Bulletin; IB = Instruction Bulletin

	Subject	Type	Bulletin No.
Inks	3M™ Piezo Inkjet Ink Series 1500v2	PB-IB	1500
	3M™ Piezo Inkjet Ink Series 4400	PB-IB	4400
	3M™ Piezo Inkjet Ink Series 4600	PB-IB	4600
	3M™ Piezo Inkjet Ink Series 4800	PB-IB	4800
	3M™ Piezo Inkjet Ink Series 6800	PB-IB	6800

	Subject	Type	Bulletin No.
	3M™ Piezo Inkjet Ink Series 2200UV	PB-IB	2200UV
	3M™ Piezo Inkjet Ink Series 2600UVv2	PB-IB	2600UVv2
	3M™ Piezo Inkjet Ink Series 2700UV	PB-IB	2700UV
	3M™ Piezo Inkjet Ink Series 2800UV	PB-IB	2800UV
	3M™ Piezo Inkjet Ink Series 5400UV	PB-IB	5400UV
	3M Graphic Protection Products	PB	GP-1
	3M™ Screen Print UV Gloss Clear 9720I	PB-IB	9720I
	3M™ Screen Print Gloss Clear 9720UV	PB	9700
	-Applying screen printing clear 9720UV	IB	3.4
Screen Printing	3M™ Screen Printing Ink Series 1900 and Clear 1920DR	PB	1900
	- Screen printing with ink series 1900 - line color	IB	3.12
	3M™ Scotchlite™ Screen Printing Ink Series 2900	PB	2900
	- Screen printing with ink series 2900 - line color	IB	3.18
	- 4-color	IB	3.19
Electrostatic Printing	3M™ Screen Printing UV Ink Series 9800	PB	9800
	- Screen printing with UV ink series 9800 - line color	IB	3.20
	- 4-color	IB	3.21
	3M™ Trident Transfer Paper	PB	Trident
	Transferring and laminating electrostatically printed images	IB	4.7
General Instructions	3M™ Screen Print Clear 8920 ES	PB	8920
	- Screen printing with clear 8920 ES	IB	3.15
	Cold roll lamination	IB	4.22
	Design of graphics	IB	2.1
	Scoring and cutting	IB	4.1
	Using 3M application tapes; premasking and prespacing for films	IB	4.3
	Application, substrate selection, preparation, substrate-specific techniques	IB	5.1
	Application, special applications and vehicles	IB	5.4
	Application, general procedures for indoor and outdoor dry applications	IB	5.5
	Applicator's quick reference guide for vehicle film	IB	5.35
	Application: special considerations for complex contours of automobiles, vans and buses and inspection forms	IB	5.38
	Storage, handling, maintenance, removal	IB	6.5
Warranty	3M Graphics Center Warranty Brochure	go to www.3Mgraphics.com , Warranties	

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Bulletin Change Summary

Take note of the updated adhesion values on page 3. A clarification about warranted durability vs. expected durability for unprinted film was added. A limitation for film 680-14 (orange) has been added to the ASTM standard description on page 8.



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ORACAL General Warranty

ORACAL USA warrants its pressure-sensitive adhesive films to be free of defects in materials and manufacture, and to perform as stated in published product technical information bulletins if properly stored, processed and applied. ORACAL USA will, at its discretion for all ORACAL product lines that do not meet specified effective performance life, issue credit for the purchase price of the material through the authorized distributor from where the material was purchased.

The customer assumes responsibility in determining product suitability for intended use on any surface to which ORACAL materials will be applied. ORACAL USA shall not be liable for any direct, indirect, or consequential damages, arising from the use or inability to use the product. This warranty is declared in lieu of any other claim, whether expressed or implied, and is not subject to interpretation.

In no event will ORACAL USA be responsible for labor, consequential or incidental damages of any kind. Samples must be submitted to an ORACAL USA-approved laboratory to verify any claims against the stated material warranty. Surfaces to which Oracal materials are applied are not covered under this warranty. Direct replacement material will be authorized on a case-by-case basis only, and an individual failure shall not be construed as an indication of failure for the entire vinyl graphic package.

Outdoor Durability Warranty Specifications

Published outdoor durability specifications for ORACAL films represent the expected performance of our films in vertical exposure applications (+/- 10° from vertical orientation) located in standard U.S. & Canadian climate conditions located in Climate Zone 1. Prorated warranty information for other application angles and climate zones is shown below:

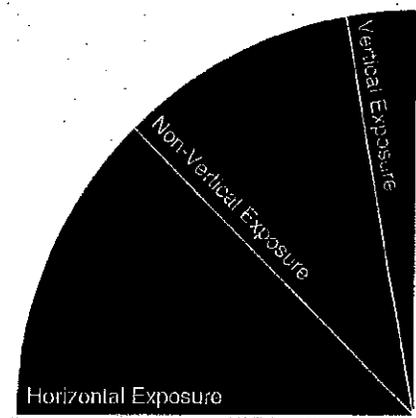
Application Type	Prorated Warranty Coverage	EXAMPLE	
		Expected Outdoor Durability	Expected Prorated Durability
Vertical Applications (+/- 10° of vertical)			
Climate Zone 1	100%	1 x 8 years	= 8 years
Climate Zone 2	75%	0.75 x 8 years	= 6 years
Non-Vertical (11° - 45° from vertical)			
Climate Zone 1	50%	0.5 x 8 years	= 4 years
Climate Zone 2	35%	0.35 x 8 years	= 2.8 years
Horizontal (46° - 90° from vertical)			
All Climate Zones	0%	0 x 8 years	= 0 years

CLIMATE ZONE 1
Canada, United States (also see Outdoor Durability Map for US Zone 2)

CLIMATE ZONE 2
Central & Southern Florida, Central & Southern Texas, New Mexico, Arizona, Southern Utah, Central & Southern Nevada, Central & Southern desert areas of California, Mexico, Caribbean, Central and South America

Note: No warranty applies to graphics installed on horizontal surfaces (>45° from vertical) such as vehicle hoods, trunks & roof-tops, unless stated otherwise in the individual product technical data sheet.

Exposing vehicle graphics to certain environmental and mechanical damage (i.e. automatic car washes, industrial truck washes, or abrasive cleaning chemicals) can degrade the face film over time, causing the graphic to lose its luster, fade, crack and even chip away from the substrate and will not be covered under the General Warranty. For more information and helpful advice, please see the "Care and Maintenance of Vehicle Graphics" technical bulletin located in the Support section of our website.



- = Horizontal (46° - 90° from vertical)
- = Non-Vertical (11° - 45° from vertical)
- = Vertical (+/- 10° of vertical)

ORACAL General Warranty

Industrial Pollutants

Applications in some urban, valley or industrialized areas may experience reduced durability and/or cosmetic damage caused by atmospheric conditions such as acid rain, smog or other harsh pollutants. Damage from these pollutants is not covered by our product warranty. For more information and helpful advice, please see the "Dealing with Fallout" technical bulletin located in the Support section of our website.

Application Warranty Guidelines

The following guidelines are intended to provide basic knowledge about common application methods and general information for use of ORACAL products.

Application Temperatures

ORACAL® films should never be applied at temperatures below 46°F unless otherwise stated in the individual product technical data sheet. However, for best application results, surface and ambient temperatures should be between 65°-75°F. Colder temperatures will result in the material feeling more rigid and the adhesive less tacky. Warmer temperatures will result in the material feeling more aggressive and pliable. Newly applied graphics should remain in the application environment for at least 24 hours to promote uniform adhesion characteristics. A significant change in temperature should be avoided during the first 24 hours after the application is initially complete, as this may result in the material lifting or popping up in complex curved areas. For application temperatures below 46° F please contact ORACAL USA for low temperature product choices.

Wet Application

Wet applications are typically recommended for large surface applications. For best results, ambient temperature should be at least 60°F. For wet applications, ORACAL USA recommends using a medium-tack application tape. After the application fluid has ample time to dry remove the application tape carefully at a 180° angle. Newly applied graphics should remain in the application environment for at least 24 hours to promote uniform adhesion characteristics and allow any residual moisture to evaporate. (Recommended ingredients for wet application fluid: one tsp. of traditional Joy® or Dawn® dish detergent to one quart of water. Detergent should not contain moisturizers, lotions, or bleaching agents.) Wet applications are not recommended or warranted for the following: polyacrylate dispersion or water-based adhesive, ORACAL® Polyester or Metallic, ORALITE®, REFLEXITE®, CommandForm® or RapidAir® films. Windex® or other glass and surface cleaners should never be used to clean a substrate or as an application fluid for vinyl installation. Wet applications should only be used on clean, smooth, and non-porous surfaces.

Glass Application

Glass and other surface cleaners may leave a residue that could cause poor adhesion between the graphic and the surface. Only clean glass with a mild detergent and water solution prior to vinyl application. If additional cleaning is needed, use only Isopropyl Alcohol. Since glass is transparent, it is sometimes difficult to tell which side is contaminated when you are ready to clean. So it's important to clean both sides of the glass to ensure you are removing any possible contaminants or debris that could potentially cause poor adhesion of newly applied vinyl graphics. **ORACAL USA assumes no liability for breakage associated with application of its films on glass surfaces.** For other tips to reduce the risk of poor adhesion properties and to reduce the risk of glass breakage, please contact Oracal Product Support for suggested application guidelines.

Stainless Steel Application

Due to the wide variety of stainless steel types, gauges, and applications, ORACAL USA does not recommend or warranty its products when applied to stainless steel surfaces.

Watercraft and Boat Applications

ORACAL® and ORAJET® products utilizing RapidAir® technology are not recommended or warranted for boat and other watercraft applications. Instead, ORACAL USA recommends ORAJET® Series 3951 Professional Wrapping Film with CommandForm® Technology laminated with ORAGUARD® Series 290 PVC Premium Cast for boat and other watercraft wrap applications. ORACAL® 951 Premium Cast Film, 951M Premium Cast Metallic Film, and 751 High Performance Cast Film graphic marking films are also ideal for striping and lettering applications.

Adhesive Promoters

ORACAL USA does not promote or recommend using any type of adhesive promoter or tape primer with its products. Use of adhesive promoters will void any applicable warranty coverage.

Unwarranted Metal Surfaces

ORACAL®, ORAJET®, ORAGUARD®, ORALITE®, or REFLEXITE® brand films applied to copper, tin, nickel, brass, lead, alloys, or magnesium will not be warranted. If a substrate is in question, please contact Oracal Product Support before application.

Contact Oracal Product Support with questions regarding unfamiliar product to substrate combinations.

ORACAL General Warranty

Graphics Applied to Latex Painted Surfaces.

Vinyl graphics must be applied to a clean, smooth, dry, and non-porous surface. Allow freshly applied latex paint to cure for three full weeks prior to graphic application. Prior to application, test substrates by cleaning the surface with a dry lint free rag and apply a small test strip for 24 hours. If bubbles or edge peeling appear, out-gassing is still occurring. At this time it is best to let the paint continue to outgas and repeat the test in a few days. Due to the wide variety of paint systems, substrate types, and finishes, substrate and paint damage due to graphic removal is not warranted. For more information and helpful advice, please see the PSA Vinyl Interior Removable Wall Graphics User Guide, or FAQ's located in the Support section of our website.

Flexible Substrate Applications

For the general warranty to apply with selected ORACAL® plotter films, the following procedures must be followed:

- Prior to application, the selected flexible substrate should be thoroughly cleaned with a clean saturated rag containing a mild detergent and water solution and then dried.
- The surface should be wiped down with Isopropyl Alcohol using a clean rag to remove any surface contamination such as dust, grease, or other debris.

Application of a graphic marking film on a flexible substrate should be laid out on a rigid table top. After the initial application, graphics should then be burnished using a rivet brush. Multiple cycles of applying heat and pressure will help ensure a solid bond between the adhesive and the subtle texture of the substrate. (Always apply vinyl graphics to the smoother side of flexible substrates.) Graphics applied to previously used flexible substrates will not be warranted. ORACAL does not recommend applying printed and laminated graphics to flexible substrates.

Acrylic and Polycarbonate Applications

When using substrates that tend to outgas, such as polycarbonate or acrylic products, it is recommended to remove the protective liner on these substrates to allow proper outgas time prior to installation. Be sure to properly test these substrates by cleaning the surface and applying a small test strip for 24 hours. If bubbles or edge peeling appear, outgassing is still occurring. Either treat the substrate with a heat source or store it for 24-36 hours at room temperature conditions in order to cure the substrate prior to application of the vinyl graphic.

Product Compatibility and Performance

Please contact Oracal Product Support to ensure proper product combinations, and substrate compatibility for your specific job. No warranty will apply when combining ORACAL®, ORAJET®, ORAGUARD®, ORALITE®, or REFLEXITE® brand films with films produced by any other manufacturer.

Substrate Damage

ORACAL USA is not responsible for the integrity of the substrate to which the vinyl graphic is being applied, and will not be liable for any direct or indirect damage caused during graphic installation, expected service life, or graphic removal. It is up to the graphic installer and their customer to determine the suitability and integrity of the substrate to which the vinyl graphic is being applied.

Laminating Printed Graphics

Lamination of inkjet prints is recommended to ensure longer lifespan at optimum quality (gloss, color, physical damage). ORAGUARD® laminate films enhance the desired appearance of the graphic (gloss, semi-gloss, matte). They also provide excellent protection against ink fading from exposure to UV rays.

Solvent and Eco-Solvent Ink Outgas Procedures

ORACAL® recommends allowing printed films at least 24 hours at 70°F to dry (outgas) before applying a laminate to avoid delaminating or adhesive failure (48-72 hours preferred). Note the following considerations:

- 24 hours of dry (outgas) time should be considered the minimum before applying lamination. (Prints with very little ink coverage would fall into this category.)
- If the print is heavy in ink saturation, (darker, rather than lighter) a longer outgas time of 48-72 hours is preferred for the print to dry before lamination.

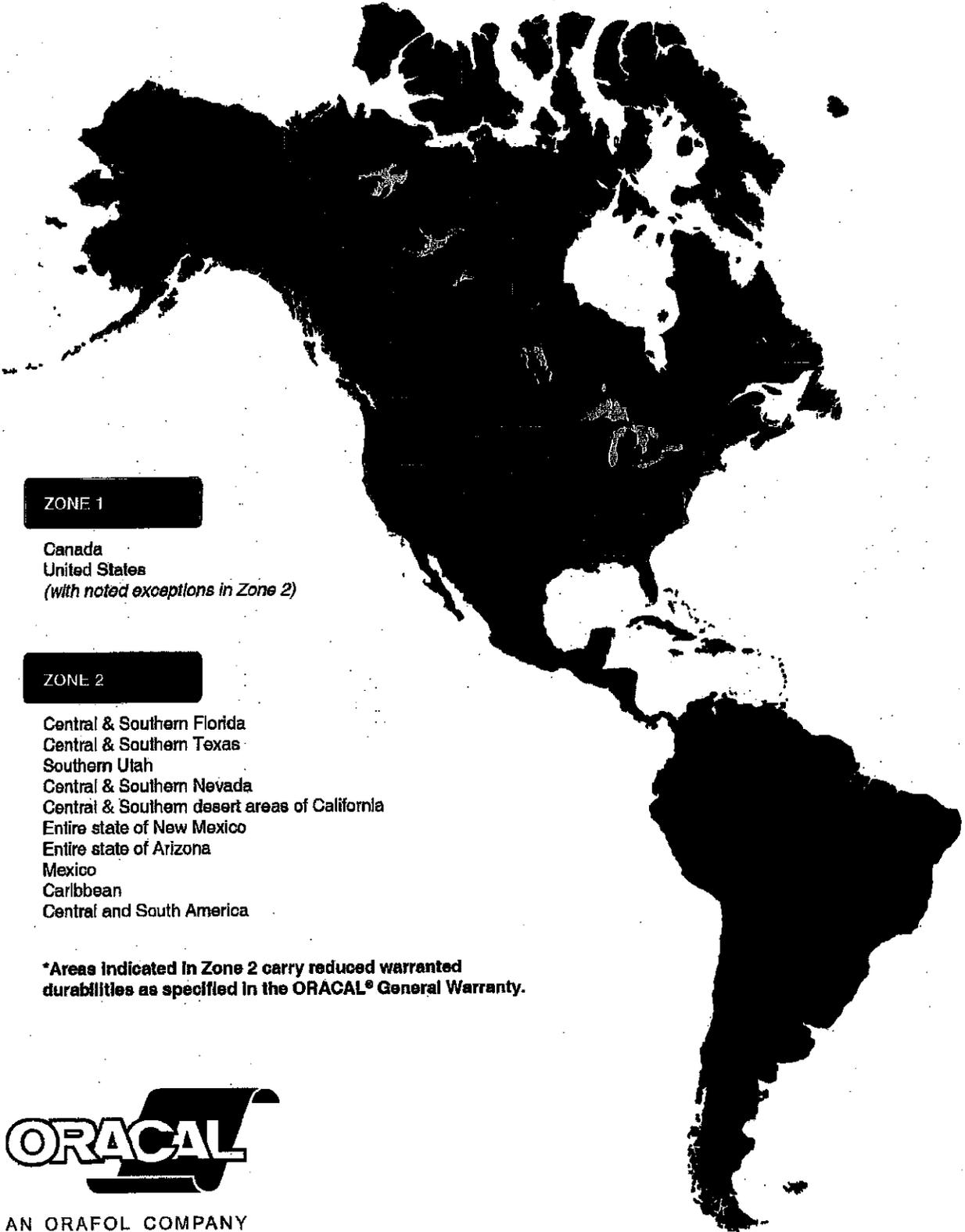
DO NOT leave the graphic rolled up tightly around the core after printing. This will cause the solvent gasses in the inks to be trapped and potentially migrate to the adhesive layer of the material, resulting in poor adhesion properties once applied to the intended substrate.

OEM Inks

ORACAL® only warrants the compatibility of OEM solvent, eco-solvent, latex, and UV curable ink-sets with its approved inkjet printable materials. Each series of ORAJET® digital media requires different print and RIP software parameters because of the individual qualities of each material. Check the Support section of www.oracal.com for a wide selection of FREE color profiles.

If you have any questions regarding the above guidelines please contact Oracal Technical Support. 888.672.2251

Outdoor Durability Warranty by Climate Zone



ZONE 1

Canada
United States
(with noted exceptions in Zone 2)

ZONE 2

Central & Southern Florida
Central & Southern Texas
Southern Utah
Central & Southern Nevada
Central & Southern desert areas of California
Entire state of New Mexico
Entire state of Arizona
Mexico
Caribbean
Central and South America

***Areas indicated in Zone 2 carry reduced warranted durabilities as specified in the ORACAL® General Warranty.**

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