

**AGREEMENT FOR
PAVEMENT MARKING AND PAINT REMOVAL**

THIS AGREEMENT, made this 26 day of September 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 Roberts Traffic Marking Corp., a Florida corporation, ("Contractor" or "Company"), whose address and phone number are 2210 Hayes Street, Hollywood, FL 33020, Phone: 954-929-2922, Fax: 954-929-3736, Email: projects@robertstraffic.com,

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 (Form P-0001):

- (1) Invitation to Bid No. 532-11255, Pavement Marking and Paint Removal Services, 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 August 19, 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 (Form P-0001) dated September 26, 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. The Contractor agrees to have the estimate document stricken from bid submittal 532-11255.

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 September 16, 2013 and shall end on September 15, 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

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

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), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), 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 (2013), 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 (2013), 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 (2013), as may be amended or revised.

CC. Public Records

Contractor shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, 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 City, all public records in possession of the contractor upon termination of this 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 City in a format that is compatible with the information technology systems of the City.

DD..

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

CITY OF FORT LAUDERDALE

By: [Signature]
Deputy Director of Finance

ATTEST

By: [Signature]
Print Name: LINDA LEVINE
Title: TREASURER

CONTRACTOR

By: [Signature]
Lisa G. Birchfield
President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26 day of September, 2013, by Lisa G. Birchfield as President for Roberts Traffic Marking Corp., a Florida corporation.

(SEAL)



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

Diane J. Salafia
(Print, Type, or Stamp Commissioned Name of Notary Public)

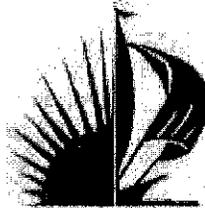
Personally Known ✓ ~~OR Produced Identification~~
~~Type of Identification Produced~~



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

532-11255

**Pavement Marking and Paint Removal, Annual
Contract**



CITY OF FORT LAUDERDALE

AnnDebra Diaz

954-828-5949

**CONTRACT
COPY**

Bid 532-11255 Pavement Marking and Paint Removal, Annual Contract

Bid Number **532-11255**
 Bid Title **Pavement Marking and Paint Removal, Annual Contract**

Bid Start Date **Jul 16, 2013 3:12:52 PM EDT**
 Bid End Date **Aug 20, 2013 2:00:00 PM EDT**
 Question & Answer End Date **Jul 30, 2013 5:00:00 PM EDT**

Bid Contact **AnnDebra Diaz**
Procurement Specialist II
Procurement
adiaz@fortlauderdale.gov

Contract Duration **1 year**
 Contract Renewal **3 annual renewals**
 Prices Good for **120 days**

Bid Comments

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide painting services for pavement markings at the Fort Lauderdale Executive Airport (Airport) & Fort Lauderdale Downtown Heliport and removing pavement markings by grinding off paint for the City's Transportation and Mobility Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

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.

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

Added on Aug 6, 2013:

The opening date has been changed to August 14, 2013.

All other terms, conditions and specifications remain unchanged.

Added on Aug 14, 2013:

The opening date has been changed to August 20, 2013.

All other terms, conditions and specifications remain unchanged.

Item Response Form

Item	532-11255--01-01 - Lot 1: TAXIWAY CENTERLINE STRIPES AND BORDER
Lot Description	Award will be based upon prices quoted for Items included in Lot 1.
Quantity	500 square foot
Unit Price	<input style="width: 150px; height: 20px;" type="text"/>
Delivery Location	City of Fort Lauderdale Fort Lauderdale Executive Airport 6000 NW 21 Avenue, #200 Fort Lauderdale FL 33309 Qty 500

Description

Yellow paint, 6 inch wide, continuous/solid stripe with 6 inch wide black paint border on each side of centerline stripe.

Item **532-11255--01-02 - Lot 1: TAXIWAY CONTINUOUS AND DASHED EDGE MARKINGS**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**
 Quantity **250 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**

Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 250

Description

Yellow paint, double 6 inch wide, continuous/solid lines on each side of the taxiway, spaced 6 inches apart. For dashed edge markings, dash stripes 15 feet in length with 25 foot spacing. 6 inch black border between each yellow line.

Item **532-11255--01-03 - Lot 1: RUNWAY HOLDING POSITION MARKINGS ON TAXIWAYS AND BORDER**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**
 Quantity **500 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**

Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 500

Description

Yellow paint, four (4) lines 12 inches apart (two solid and two dashed). Two 12 inch wide solid lines. Two dashed lines 12 inches wide, 3 feet in length with 3 foot spacing. 12 inch wide black paint border on each side of each yellow line.

Item **532-11255--01-04 - Lot 1: NON-MOVEMENT AREA MARKINGS AND BORDER**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**
 Quantity **250 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**

Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 250

Description

Yellow paint, two, 6 inch wide lines (one solid and one dashed) and 6 inches apart. Dashed stripe, 3 feet long with 3 foot spacing. 6 inch wide black paint border on each side of each yellow line.

Item **532-11255--01-05 - Lot 1: INSTRUMENT LANDING SYSTEM CRITICAL AREA HOLDING POSITION MARKINGS AND BORDER**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**
 Quantity **500 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**

Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 500

Description

Yellow paint, 12 inch wide stripes, with black paint border, 6 inch wide including fill areas of marking, as per Advisory Circular.

Item **532-11255--01-06 - Lot 1: SURFACE-PAINTED TAXIWAY LOCATION SIGNS**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**

Quantity **250 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 250

Description
 Black and yellow paint, as per Advisory Circular. 6 inch black border.

Item **532-11255--01-07 - Lot 1: SURFACE-PAINTED TAXIWAY DIRECTION SIGNS**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**
 Quantity **250 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 250

Description
 Yellow and black paint, as per Advisory Circular. 6 inch black border.

Item **532-11255--01-08 - Lot 1: SURFACE-PAINTED RUNWAY HOLDING POSITION SIGNS ON TAXIWAYS**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**
 Quantity **420 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 420

Description
 Red and white paint, as per Advisory Circular. 6 inch black border.

Item **532-11255--01-09 - Lot 1: HELIPORT PAVED TAXIWAY CENTERLINE MARKINGS**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**
 Quantity **142 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 142

Description
 Yellow paint, single 6 inch wide solid line.

Item **532-11255--01-10 - Lot 1: HELIPORT PAVED TAXIWAY EDGE MARKINGS**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**
 Quantity **150 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport

6000 NW 21 Avenue, #200
Fort Lauderdale FL 33309
Qty 150

Description

Yellow paint, double 6 inch wide solid line on each side of the taxiway

Item **532-11255--01-11 - Lot 1: HELIPORT TOUCHDOWN AND LIFTOFF AREA (TLOF) MARKINGS**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**
 Quantity **150 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 150

Description

White paint, 12 inch wide circular line with a 46 foot inside diameter. 6 inch black border.

Item **532-11255--01-12 - Lot 1: HELIPORT FINAL APPROACH AND TAKEOFF AREA (FATO) EDGE MARKINGS**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**
 Quantity **130 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 130

Description

White paint, 12 dashes and 4 corner markings. 6 inch black border.

Item **532-11255--01-13 - Lot 1: HELIPORT "H" MARKING**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**
 Quantity **376 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 376

Description

White paint with black bordering, white 46'-10" high lettering with a 6 inch wide black border.

Item **532-11255--01-14 - Lot 1: HELIPORT "MAXIMUM GROSS WEIGHT 11,900 lbs" SURFACE-PAINTED SIGN**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**
 Quantity **30 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 30

Description

Black lettering 12 inches high on white painted background

Item **532-11255--01-15 - Lot 1: HELIPORT WHITE BAR**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**
 Quantity **56 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
 Qty 56

Description

White paint with black lettering

Item **532-11255--01-16 - Lot 1: HELIPORT PARKING AREA**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**
 Quantity **148 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
 Qty 148

Description

White circular line 12 inches wide with a 46 foot inside diameter.

Item **532-11255--01-17 - Lot 1: HELIPORT PEDESTRIAN CAUTION AREA MARKINGS**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**
 Quantity **72 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
 Qty 72

Description

Yellow and black striping, 6 inches wide alternating.

Item **532-11255--01-18 - Lot 1: ADDITIONAL MARKINGS AND SURFACE PAINTED SIGNS**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**
 Quantity **500 square foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
 Qty 500

Description

White, yellow, red, and black paint additionally required to meet safe surface operations as deemed necessary by Airport Management.

Item **532-11255--01-19 - Lot 1: SURFACE PAINT REMOVAL - GRINDING**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**
 Quantity **8700 square foot**

Unit Price

Delivery Location

City of Fort Lauderdale
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 8700

Description

Grinding away surface paint. Cost per square footage.

Item

532-11255--01-20 - Lot 1: RUNWAY THRESHOLD MARKINGS

Lot Description

Award will be based upon prices quoted for Items included in Lot 1.

Quantity

500 square foot

Unit Price

Delivery Location

City of Fort Lauderdale
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 500

Description

White paint, each stripe 8 feet x 150 feet. 6 inch black border.

Item

532-11255--01-21 - Lot 1: RUNWAY TOUCHDOWN ZONE MARKINGS

Lot Description

Award will be based upon prices quoted for Items included in Lot 1.

Quantity

500 square foot

Unit Price

Delivery Location

City of Fort Lauderdale
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 500

Description

White paint, each stripe 4 feet x 75 feet. 6 inch black border.

Item

532-11255--01-22 - Lot 1: RUNWAY AIMING POINT MARKINGS

Lot Description

Award will be based upon prices quoted for Items included in Lot 1.

Quantity

500 square foot

Unit Price

Delivery Location

City of Fort Lauderdale
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 500

Description

White paint, each stripe 20 feet x 150 feet. 6 inch black border.

Item

532-11255--01-23 - Lot 1: RUNWAY 8-26 CENTERLINE MARKINGS

Lot Description

Award will be based upon prices quoted for Items included in Lot 1.

Quantity

250 square foot

Unit Price

Delivery Location

City of Fort Lauderdale
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 250

Description

White paint, each stripe 3 feet x 120 feet with 6 inch black border per Advisory Circular.

Item **532-11255--01-24 - Lot 1: RUNWAY 13-31 CENTERLINE MARKINGS**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**
 Quantity **250 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 250

Description

White paint, each stripe 1 foot x 120 feet with 6 inch black border per advisory circular.

Item **532-11255--01-25 - Lot 1: RUNWAY SIDE STRIPE MARKINGS**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**
 Quantity **250 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 250

Description

White paint, 3 foot wide continuous/solid stripe on each side of the runway.

Item **532-11255--01-26 - Lot 1: RUNWAY DESIGNATION MARKINGS**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**
 Quantity **500 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 500

Description

White paint, numbers 8, 26, 13 and 31, as per advisory circulars. 6 inch black border.

Item **532-11255--01-27 - Lot 1: RUNWAY SHOULDER MARKINGS**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**
 Quantity **500 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 500

Description

Yellow paint, each stripe 3 feet x 60 feet.

Item **532-11255--01-28 - Lot 1: TAXIWAY SHOULDER MARKINGS**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**

Quantity **250 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 250

Description

Yellow paint, each stripe 3 feet x 25 feet.

Item **532-11255--01-29 - Lot 1: TAXIWAY HOLDING POSITION MARKINGS**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**
 Quantity **250 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 250

Description

Yellow paint, single dashed stripe.

Item **532-11255--01-30 - Lot 1: SURFACE PAINT REMOVAL - SAND BLAST**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**
 Quantity **1 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 1

Description

Sand blast away surface paint. Cost per square footage.

Item **532-11255--01-31 - Lot 1: SURFACE PAINT REMOVAL - NON CHEMICAL**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**
 Quantity **1 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 1

Description

Non-chemical low pressure stripping away surface paint. Cost per square footage.

Item **532-11255--01-32 - Lot 1: RUBBER REMOVAL**
 Lot Description **Award will be based upon prices quoted for Items included in Lot 1.**
 Quantity **69000 square foot**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309

Qty 69000

Description

High pressure water based rubber removal. Cost per square footage.

Item **532-11255--02-01 - Lot 2 (for informational purposes only): PREMIUM WORK**

Lot Description **Items may or may not be required.**

Quantity **1 square foot**

Percentage

Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 1

Description

Work performed outside normal business hours, after 5:00 p.m. and before 7:00 a.m. (Normal business hours: 7:00 a.m. to 5:00 p.m.) Use a percentage increase that will be applied to all markings

Item **532-11255--02-02 - Lot 2 (for informational purposes only): PREMIUM EMERGENCY WORK**

Lot Description **Items may or may not be required.**

Quantity **1 square foot**

Percentage

Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 1

Description

Work performed with a required twenty-four-hour notification for priority markings. Use a percentage increase that will be applied to all markings. If emergency work is requested after hours, this premium will not be in addition to standard premium work percentage.

Item **532-11255--02-03 - Lot 2 (for informational purposes only): RUNWAY THRESHOLD MARKINGS**

Lot Description **Items may or may not be required.**

Quantity **1 square foot**

Percentage

Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 1

Description

White paint, each stripe, 8 feet X 150 feet. 6 inch black border.

Item **532-11255--02-04 - Lot 2 (for informational purposes only): RUNWAY TOUCHDOWN ZONE MARKINGS**

Lot Description **Items may or may not be required.**

Quantity **1 square foot**

Percentage

Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 1

Description

White paint, each stripe, 4 feet X 75 feet. 6 inch black border.

Item **532-11255--02-05 - Lot 2 (for informational purposes only): RUNWAY AIMING POINT MARKINGS**
 Lot Description **Items may or may not be required.**
 Quantity **1 square foot**

Percentage

Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
 Qty 1

Description

White paint, each stripe, 20 feet X 150 feet. 6 inch black border.

Item **532-11255--02-06 - Lot 2 (for informational purposes only): RUNWAY 8-26 CENTERLINE MARKINGS**
 Lot Description **Items may or may not be required.**
 Quantity **1 square foot**

Percentage

Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
 Qty 1

Description

White paint, each stripe, 3 feet X 120 feet. 6 inch black border.

Item **532-11255--02-07 - Lot 2 (for informational purposes only): RUNWAY 13-31 CENTERLINE MARKINGS**
 Lot Description **Items may or may not be required.**
 Quantity **1 square foot**

Percentage

Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
 Qty 1

Description

White paint, each stripe, 1 foot X 120 feet. 6 inch black border.

Item **532-11255--02-08 - Lot 2 (for informational purposes only): RUNWAY SIDE STRIPE MARKINGS**
 Lot Description **Items may or may not be required.**
 Quantity **1 square foot**

Percentage

Delivery Location **City of Fort Lauderdale**
 Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
 Qty 1

Description

White paint, 3 foot-wide continuous/solid stripe on each side of the runway.

Item **532-11255--02-09 - Lot 2 (for informational purposes only): RUNWAY DESIGNATION MARKINGS**

Lot Description **Items may or may not be required.**
 Quantity **1 square foot**
 Percentage
 Delivery Location **City of Fort Lauderdale**

Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 1

Description

White paint, numbers 8, 26, 13, and 31, as per Advisory Circulars. 6 inch black border.

Item **532-11255--02-10 - Lot 2 (for informational purposes only): RUNWAY SHOULDER MARKINGS**
 Lot Description **Items may or may not be required.**
 Quantity **1 square foot**
 Percentage
 Delivery Location **City of Fort Lauderdale**

Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 1

Description

Yellow paint, each stripe, 3 feet X 60 feet.

Item **532-11255--02-11 - Lot 2 (for informational purposes only): TAXIWAY SHOULDER MARKINGS**
 Lot Description **Items may or may not be required.**
 Quantity **1 square foot**
 Percentage
 Delivery Location **City of Fort Lauderdale**

Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 1

Description

Yellow paint, each stripe, 3 feet X 25 feet.

Item **532-11255--02-12 - Lot 2 (for informational purposes only): TAXIWAY HOLDING POSITION MARKINGS**
 Lot Description **Items may or may not be required.**
 Quantity **1 square foot**
 Percentage
 Delivery Location **City of Fort Lauderdale**

Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 1

Description

Yellow paint, single dashed stripe

Item **532-11255--02-13 - Lot 2 (for informational purposes only): Enhanced Taxiway Centerline Stripes at Runway Holding Position**
 Lot Description **Items may or may not be required.**
 Quantity **1 square foot**
 Percentage
 Delivery Location **City of Fort Lauderdale**

Fort Lauderdale Executive Airport
 6000 NW 21 Avenue, #200
 Fort Lauderdale FL 33309
Qty 1

City of Fort Lauderdale

Fort Lauderdale Executive Airport
6000 NW 21 Avenue, #200
Fort Lauderdale FL 33309
Qty 1

Description

Yellow paint, double 9-feet long by 6-inch wide dashed lines on each side of the existing taxiway centerline, spaced 3-feet apart, for a total distance of 150 feet, as per Advisory Circulars.

Item **532-11255--02-14 - Lot 2 (for informational purposes only): ENHANCED TAXIWAY CENTERLINE BORDER**

Lot Description **Items may or may not be required.**

Quantity **1 square foot**

Percentage

Delivery Location **City of Fort Lauderdale**
Fort Lauderdale Executive Airport
6000 NW 21 Avenue, #200
Fort Lauderdale FL 33309
Qty 1

Description

Black paint, 6 inch wide, continuous/solid lines on outer edge of enhanced taxiway centerline stripe, as per Advisory Circulars

Item **532-11255--02-15 - Lot 2 (for informational purposes only): BLACK BORDER**

Lot Description **Items may or may not be required.**

Quantity **1 square foot**

Percentage

Delivery Location **City of Fort Lauderdale**
Fort Lauderdale Executive Airport
6000 NW 21 Avenue, #200
Fort Lauderdale FL 33309
Qty 1

Description

Black paint, 6-inch wide, continuous/solid lines

ITB # 532-11255**TITLE: Pavement Marking & Paint Removal, Annual Contract****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 painting services for pavement markings at the Fort Lauderdale Executive Airport (Airport) & Fort Lauderdale Downtown Helistop and removing pavement markings by grinding off paint for the City's Transportation and Mobility 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 Specialist AnnDebra Diaz at (954) 828-5949 or email at adiaz@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. SITE VISIT

It will be the sole responsibility of the bidder to inspect the City's location(s), facilities, systems prior to submitting a bid. 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 bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required. To arrange a site visit, contact Rufus James at 954-828-4968.

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. Contractor shall be knowledgeable and familiar with Advisory Circulars (AC), guidelines and standards for General Aviation heliport (with visual approaches only) and airport (including visual and precision approach runways) painted markings. 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

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.

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

The award of this bid shall be based upon items in Lot 1. For informational purposes, Lot 2 is listed as additional items that may or may not be performed. 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. APPROVED EQUAL OR ALTERNATIVE PRODUCT PROPOSALS

The Technical Specifications contained in this solicitation are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of

quality and features that are desired by the City of Fort Lauderdale. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

The Contractor must state clearly in their bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the Contractor's responsibility to provide adequate information in their proposal to enable the City to ensure that the Contractor meets the required criteria. If adequate information is not submitted with the bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Contractor which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

15. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City or September 16, 2013, whichever is later, and shall expire one (1) year from that date. The City reserves the right to extend the contract for three (3) additional one (1) 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

Each invoice shall fully detail the square footage amounts for each item completed on a particular job and shall specify the dates and times such service occurred. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City. 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 unable to the City. The service and cost as proposed

and accepted by the City shall be firm for a one-year period. No cost adjustments will be permitted.

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. 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 will be allowed by the City's Risk Manager, 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

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person
	\$500,000 each occurrence
Property damage	\$100,000 each occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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>.

33. 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.

34. 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>

35. WARRANTIES OF USAGE

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. SCOPE OF SERVICES

The work includes furnishing all materials, equipment, supplies, tools, labor, layout, and incidentals to sustain all the expense incurred in doing the work to paint the existing helipad and airport pavement signs, markings, and runway numbers in accordance with Advisory Circular specifications or as directed by the Airport Management. The work also includes furnishing all labor, materials, equipment, supplies, tools, and incidentals to sustain all the expense incurred in doing the work to remove, by grinding, painted markings and signs, as directed by the Airport Management.

The work shall consist of the removal of surface paint by grinding and painting of numbers, markings, and stripes on the surface of runways, taxiways, ramps (aprons), and helipad in accordance with Advisory Circulars or as directed by the Airport Management. Note: The Executive Airport and Downtown Helistop are General Aviation facilities.

The work includes working on an elevated helipad with a 114-foot elevation. An elevator provides access to the helipad: The entry door of the elevator is 33 inches wide X 7.0 feet tall; the elevator compartment dimensions are 5.0 feet wide X 9.0 feet deep; the weight capacity of the elevator is rated at 4,000 lbs.

The work described herein will require coordination with the Airport Management, as it will be necessary to close runways and taxiways to traffic for repainting and drying time while keeping airport operations' disruptions to a minimum. All runways must be available on an as-needed emergency basis as communicated from the Air Traffic Control Tower over two-way radio transceiver as specified herein. Every effort will be extended to see that workspace is provided to assure a continuous point of application as possible; however, delays should be expected and special reimbursement for reasonable delays cannot be considered.

Hours of Operation

Service calls during normal business hours will be between 7:00AM and 5:00 PM.
'Premium' calls and Emergency work will be after normal business hours and/or during Saturdays, Sundays and holidays.

02. FUNCTIONAL REQUIREMENTS

Materials:

Materials Acceptance

The materials shall meet the specification requirements. The Contractor shall furnish a statement that the materials meet the specification requirements.

Paint

Paint shall be Waterborne in accordance with the requirements of Federal Specification TT-P-1952D, Type II. Paint shall be furnished in White (37925), Yellow (33538), Red (31136), and Black (37038) in accordance with Federal Standard No 595.

Daylight Directional Reflectance:

1. White: The daylight directional reflectance of the white paint shall not be less than 80 percent.

2. Yellow: The daylight directional reflectance of the yellow paint shall not be less than 55 percent. Shall be consistent with the Federal Hegman yellow color standard chart for traffic yellow standard 33538.
3. Reflective Media. Glass beads shall meet the requirements of Fed. Spec. TT-B-1325, Type III and Type I. Glass beads shall be treated with adhesion promoting and/or flotation coatings as specified by the manufacturer of the paint.

Prohibited Materials

The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium, halogenated solvents, nor any carcinogen, as defined in 29 CFR1910.1200.

Material Application

1. Weather Limitations. The painting shall be performed only when the surface is dry and when the surface temperature is at least 45 degrees F (7 degrees C) and rising and the pavement surface temperature is at least 5 degrees F (2.7 degrees C) above the dew point. Painting will not be permitted during low visibility conditions (fog.)
2. Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead-dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall apply markings of uniform cross sections and clear-cut edges without running or spattering and without over spray.

3. Preparation of Surface. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material that would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by sweeping and blowing or by other methods as required to remove all dirt, laitance, and loose materials. Paint shall not be applied to Portland cement concrete pavement until the areas to be painted are clean of curing material. Sandblasting or high-pressure water shall be used to remove curing materials. Cleaning by blowing method will not be permitted on the helipad. Cleaning by Vacuuming method will be required on the helipad.
4. Layout of Markings. The proposed markings shall be laid out in advance of the paint application.
5. Application. Paint shall be applied at the locations where directed by Airport Management and to the dimensions and spacing as indicated by the Advisory Circulars. Paint shall not be applied until the layout and condition of the surface have been approved by the Airport Management.

A. The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 M) and marking dimensions and spacing shall be within the following tolerances:

Dimension and Spacing	Tolerance
36 inches (910 mm) or less	+/- 1/2 inch (12 mm)
Greater than 36 inches to 6 feet (910 mm to 1.85 M)	+/- 1 inch (25 mm)
Greater than 6 feet to 60 feet (1.85 m to 18.3 M)	+/- 2 inches (51 mm)
Greater than 60 feet (18.3 M)	+/- 3 inches (76 mm)

B. The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate(s) shown in Table 1. The addition of thinner will not be permitted. A period of 24 hours shall elapse between placement of a bituminous surface course or seal coat and application of the paint.

TABLE 1. APPLICATION RATES FOR PAINT, GLASS BEADS

Paint Type	Paint Square Feet per Gallon, Ft ² /Gal (Square Meters per Liter, M ² /L)	Glass Beads Type I, Gradation A Pounds per Gallon of paint, Lb/Gal (Kilograms per Liter of paint, Kg/L)	Glass Beads Type III, Pounds per Gallon of paint, Lb/Gal (Kilograms per Liter of paint, Kg/L)
Water Borne	115 Ft ² /Gal Maximum (2.8 M ² /L)	5 Lb/Gal minimum (0.85 Kg/L)	12 Lb/Gal minimum (1.45 Kg/L)

C. Glass beads shall:

1. Be distributed upon all marked areas, except black paint or as directed by Airport Management, immediately after application of the paint.
2. Be dispensed by a dispenser which is properly designed for attachment to the marking machine and suitable for dispensing glass beads.
3. Be applied at the rate(s) shown in Table 1.
4. Adhere to the cured paint or all marking operations shall cease until corrections are made.
5. Not be applied to black paint.

Method of Measurement

The quantity of markings to be paid for shall be the number of square feet of painting performed in accordance with the specifications and accepted by the Airport Management.

6. Protection. After application of the paint, all markings shall be protected from damage until the paint is dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings of paint.

****Air Operations Area:** Any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or ramp (apron).

03. PRIMARY CONCERNS

Limited Operations

Due to the necessity to accomplish work within the Air Operations Area (AOA) of the Airport, closure of portions of the airfield will be required. Such closures of an AOA shall be coordinated with the Airport Management at least 48 hours before commencing work in the proposed area. No work shall commence until the ATC Tower is notified of closure and the necessary temporary barricades and closure markings are in place. Work will not be permitted during low visibility conditions (Fog.)

Communications

All work shall be coordinated with Airport Management before any work is commenced. The Contractor shall have an operating 2-way radio transceiver on the job at all times while work is in progress on the Movement Area and available to his on-site superintendent, set to the Fort Lauderdale Executive Ground Control frequency of 121.75 MHz. The on-site superintendent shall constantly monitor this frequency while on the Movement Area. All Contractor vehicles and personnel shall remain inside designated work area at all times.

*****Movement Area** means the runways and taxiways where Air Traffic Control controls the movement of aircraft and vehicles.

Safety Requirements

1. Restrict parking of employees' vehicles to areas outside Air Operations Area and aircraft ramps.
2. Coordinate work with Airport Management.
3. All Contractor vehicles shall have an operating amber rotating light on the top of the each vehicle or large piece of equipment acceptable to Airport Management.
4. Waste and loose material capable of causing damage to aircraft landing gears, propellers, or being ingested in jet engines shall not be placed on any Movement Area. Material tracked onto these areas shall be removed continuously during the project work.
5. Prohibit movement of Contractor's equipment or vehicles from entering the ILS Localizer critical area at any time.

Response Time

Contractor shall begin projects within 2-weeks of notification. The Airport has markings that are priority markings. An emergency means response required within twenty-four hours of notification. If the Airport Management deems that an emergency painting is needed, payment will be at the emergency painting percentage.

Note: No travel, material acquisition or off site service time will be paid. All such estimates should be included in the costs.

04. **CONTRACTOR RESPONSIBILITY**

Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name. All work shall be performed between the hours of 7 a.m. and 4 p.m., during normal working days. Exceptions to this schedule can only be made with the prior approval of the City.

The Contractor shall provide a qualified foreman present on the site at all times, and as a fully authorized agent of the Contractor, the foreman must be capable of making on-site decisions. The foreman shall be well versed in reading and understanding plans and the technical aspects of the project.

All equipment shall comply with and be used in accordance with all pertinent safety regulations including ladders, hoists, planks, and similar items. Do not proceed with installation until any unsatisfactory conditions are corrected. Comply with manufacturer's warranty and guaranty instructions for installation. Make all adjustments for alignment and operation. Clean all surfaces and remove excess sealants and lubricants.

Perform the work in accordance with the specifications contained in this ITB and with the current edition of the published "Construction Standards and Specifications" of the Office of the City Engineer, 2007, except as may be noted otherwise. It will be the sole responsibility of the Contractor to make himself and his employees fully aware of these provisions.

It shall be the responsibility of the Contractor to remove from the job site and properly dispose of all residues at the end of each and every workday. Materials and equipment left on site overnight, shall be well marked and identified as to insure public safety. No materials or equipment are to be left on site over a weekend, unless arrangements have been made with and prior approval obtained from applicable City personnel. Any materials and/or equipment left on site, shall be done with the Contractor, fully and totally responsibility for security. Any loss of materials or equipment due to theft, vandalism, etc., shall be the total responsibility of the Contractor. Such losses shall be replaced or repaired by the Contractor with no additional charges to the City of Fort Lauderdale.

Upon completion, the Contractor shall be responsible for leaving the job site free of all construction debris and in an orderly state. Clean all walks, paving, and site features of dirt and other debris.

05. **BASIS OF PAYMENT**

Payment shall be made at the respective contract price per square foot for painting and reflective media. This price shall be full compensation for furnishing all materials, layout, and for all labor, equipment, tools, and incidentals necessary to complete the item.

ADVISORY CIRCULARS

A listing of Advisory Circulars (AC), guidelines and standards for General Aviation heliport (with visual approaches only) and airport (including visual and precision approach runways) painted markings.

How to obtain FAA Advisory Circulars:

The Federal Aviation Administration's advisory circular checklist is available at:
http://www.faa.gov/regulations_policies/advisory_circulars/

Washington, DC
U.S. Government Printing Office (GPO)
710 North Capitol St., NW Washington, DC 20401
(202) 512-0132 phone
(202) 512-1355 fax

U.S. Government Bookstore - Jacksonville
100 West Bay St., Ste. 100
Jacksonville, FL 32202
(904) 353-0472 phone
(904) 353-1280 fax

Advisory Circulars with no charges:
U.S. Department of Transportation Subsequent
Distribution Office Ardmore East Business Center
3341 Q 75th Ave.
Landover, MD 20785

SUGGESTED LIST OF ADVISORY CIRCULARS TO OBTAIN:

1. AC 150/5340-1K
Standards for Airport Markings (9/3/10) (AAS-300)
Contains the Federal Aviation Administration (FAA) standards for markings used on airport runways, taxiways, and ramps (aprons).
Recommended: To ensure the airport painting is completed to the required specifications.
2. AC 150/5300-13A
Airport Design
(09/28/12) (AAS-110)
Contains the FAA's standards and recommendations for airport design. (\$20.00)
Recommended: To ensure the airport markings are completed to the required specification for a general aviation airport.
3. AC 150/5390-2C
Heliport Design
(04/24/12) (AAS-100)
This Advisory Circular provides recommendations and standards for heliport design.
Recommended: To ensure the heliport markings are completed to the required specification for a general aviation heliport for operations only in visual conditions with no instrument approaches.
4. AC 150/5370-2F
Operational Safety on Airports During Construction (9/29/11) (AAS-300) Concurring operational safety on airports with special emphasis on safety during periods of construction activity, to assist airport operators in complying with Part 139.
Recommended: For reference purposes, Fort Lauderdale Executive Airport does not operate under Part 139, but the AC contains insightful safety considerations during airfield work.

5. AC 91-32B
Safety In and Around Helicopters (2/18/97) (AFS-820)
Provides suggestions to improve helicopter safety by means of acquainting flight and non-flight crew personnel and passengers with the precautions and procedures necessary to avoid undue hazards.
Recommended: For reference purposes during helicopter operations, the AC information offers safety considerations during helicopters operations.

6. Code of Federal Regulations, 40 CFR Part 60, Appendix A

06. SILENCE OF SPECIFICATIONS

The apparent silence of the foregoing specifications as to any detail or omission for it as a detailed description, concerning any specific shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

**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.
- 5.22 PUBLIC AGENCY CONTRACTS 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 ordinarily and necessarily 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.

QUESTIONNAIRE

(Use additional sheets where necessary)

**Bidder certifies the truth and accuracy of all statements and the answers contained herein.
Failure to answer each question could result in the disqualification of your bid.**

Company Name:
Contact Name:
Contact Phone:

1. Provide complete information of three references (excluding City of Fort Lauderdale) for which you have performed similar services.

Entity name:
Address:
Contact Name:
Telephone Number:

Entity name:
Address:
Contact Name:
Telephone Number:

Entity name:
Address:
Contact Name:
Telephone Number:

2. How many years has your organization been in business?

3. What was the last project of this nature that you completed? List any airfield pavement painting projects.

4. Have you ever failed to complete work awarded to you, if so, where and why?

5. The name of the qualifying agent for the firm and his position is:

[Empty text box for agent name and position]

6. Certificate of Competency Number of Qualifying Agent :

[Empty text box for Certificate of Competency Number]

Effective Date [] Expiration Date: []

City or County Licensed in: []

Contractor's License []

Expiration Date: []

7. Have you included a copy of your license with your bid submittal?

Yes No

8. Have you included evidence of insurance, including General Liability, Auto Liability and Worker's Compensation with your bid submittal?

General Liability	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Auto Liability	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Worker's Comp	Yes <input type="checkbox"/>	No <input type="checkbox"/>

The bidder understands that the information contained in these bid pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the bidder to be true. The bidder agrees to furnish such additional information, prior to acceptance of any contract relating to the qualifications of the bidder, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. **Failure to answer each question could result in the disqualification of your bid.**

8).Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

b. List all judgments from lawsuits in the last 5 years which are concerned directly with the staff or Part of your organization proposed for the contract.

9).Indicate your knowledge of Advisory Circulars (AC), guidelines and standards for General Aviation heliport (with visual approaches only) and airport (including visual and precision approach runways) painted markings. List projects in which these guidelines were applicable.

Our Firm is knowledgeable of these guidelines and standards: Yes No

Projects:

9) Is your company registered with the State of Florida Division of Corporations?
Yes No

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:

T e l e p h o n e N o . F A X N o . 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

Question and Answers for Bid #532-11255 - Pavement Marking and Paint Removal, Annual Contract

OVERALL BID QUESTIONS

There are no questions associated with this bid.

Roberts Traffic Marking

Bid Contact **Diane Salafia**
projects@robertstraffic.com
Ph 954-929-2922

Address **2210 Hayes Street**
Hollywood, FL 33020

Qualifications **DBE SB WBE**

Bid Notes **Proposal includes:**
Type III beads installed on FXE taxiway and runway markings.
Type I beads installed on Helipad.

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
532-11255--01-01	Lot 1: TAXIWAY CENTERLINE STRIPES AND BORDER	Supplier Product Code:	First Offer - \$0.70	500 / square foot	\$350.00	Y	Y
532-11255--01-02	Lot 1: TAXIWAY CONTINUOUS AND DASHED EDGE MARKINGS	Supplier Product Code:	First Offer - \$0.75	250 / square foot	\$187.50		Y
532-11255--01-03	Lot 1: RUNWAY HOLDING POSITION MARKINGS ON TAXIWAYS AND BORDER	Supplier Product Code:	First Offer - \$0.80	500 / square foot	\$400.00		Y
532-11255--01-04	Lot 1: NON- MOVEMENT AREA MARKINGS AND BORDER	Supplier Product Code:	First Offer - \$0.80	250 / square foot	\$200.00		Y
532-11255--01-05	Lot 1: INSTRUMENT LANDING SYSTEM CRITICAL AREA HOLDING POSITION MARKINGS AND BORDER	Supplier Product Code:	First Offer - \$0.75	500 / square foot	\$375.00		Y
532-11255--01-06	Lot 1: SURFACE- PAINTED TAXIWAY LOCATION SIGNS	Supplier Product Code:	First Offer - \$1.10	250 / square foot	\$275.00		Y
532-11255--01-07	Lot 1: SURFACE- PAINTED TAXIWAY DIRECTION SIGNS	Supplier Product Code:	First Offer - \$1.25	250 / square foot	\$312.50		Y
532-11255--01-08	Lot 1:	Supplier Product Code:	First Offer - \$1.25	420 / square foot	\$525.00		Y

**CONTRACT
COPY**

532-11255--01-18	Lot 1: ADDITIONAL MARKINGS AND SURFACE PAINTED SIGNS	Supplier Product Code:	First Offer - \$1.00	500 / square foot	\$500.00	Y
532-11255--01-19	Lot 1: SURFACE PAINT REMOVAL - GRINDING	Supplier Product Code:	First Offer - \$1.85	8700 / square foot	\$16,095.00	Y
532-11255--01-20	Lot 1: RUNWAY THRESHOLD MARKINGS	Supplier Product Code:	First Offer - \$1.00	500 / square foot	\$500.00	Y
532-11255--01-21	Lot 1: RUNWAY TOUCHDOWN ZONE MARKINGS	Supplier Product Code:	First Offer - \$1.00	500 / square foot	\$500.00	Y
532-11255--01-22	Lot 1: RUNWAY AIMING POINT MARKINGS	Supplier Product Code:	First Offer - \$1.00	500 / square foot	\$500.00	Y
532-11255--01-23	Lot 1: RUNWAY 8-26 CENTERLINE MARKINGS	Supplier Product Code:	First Offer - \$0.95	250 / square foot	\$237.50	Y
532-11255--01-24	Lot 1: RUNWAY 13- 31 CENTERLINE MARKINGS	Supplier Product Code:	First Offer - \$0.80	250 / square foot	\$200.00	Y
532-11255--01-25	Lot 1: RUNWAY SIDE STRIPE MARKINGS	Supplier Product Code:	First Offer - \$1.00	250 / square foot	\$250.00	Y
532-11255--01-26	Lot 1: RUNWAY DESIGNATION MARKINGS	Supplier Product Code:	First Offer - \$1.00	500 / square foot	\$500.00	Y
532-11255--01-27	Lot 1: RUNWAY SHOULDER MARKINGS	Supplier Product Code:	First Offer - \$0.50	500 / square foot	\$250.00	Y
532-11255--01-28	Lot 1: TAXIWAY SHOULDER MARKINGS	Supplier Product Code:	First Offer - \$0.50	250 / square foot	\$125.00	Y
532-11255--01-29	Lot 1: TAXIWAY HOLDING POSITION MARKINGS	Supplier Product Code:	First Offer - \$1.00	250 / square foot	\$250.00	Y
532-11255--01-30	Lot 1:	Supplier	First Offer - \$1.85	1 / square foot	\$1.85	Y

indicated
on BidSync
template
unit of
measure)

532-11255--02-05	Lot 2 (for informational purposes only): RUNWAY AIMING POINT MARKINGS	Supplier Product Code: Supplier Notes: Unit Price \$1.00 per SF for Markings white with black border. (Not a Percent, as indicated on BidSync template unit of measure)	First Offer - 1.00%	1 / square foot	1.00%	Y
532-11255--02-06	Lot 2 (for informational purposes only): RUNWAY 8-26 CENTERLINE MARKINGS	Supplier Product Code: Supplier Notes: Unit Price \$0.95 per SF for R/W 8-26 C/L. Markings white with black border. (Not a Percent, as indicated on BidSync template unit of measure)	First Offer - 0.95%	1 / square foot	0.95%	Y
532-11255--02-07	Lot 2 (for informational purposes only): RUNWAY 13-31 CENTERLINE MARKINGS	Supplier Product Code: Supplier Notes: Unit Price \$0.80 per SF for R/W 13-31 C/L. Markings white with black border. (Not a Percent, as indicated on BidSync template unit of measure)	First Offer - 0.80%	1 / square foot	0.80%	Y

		(Not a Percent, as indicated on BidSync template unit of measure)				
532-11255--02-12	Lot 2 (for informational purposes only): TAXIWAY HOLDING POSITION MARKINGS	Supplier Product Code: Supplier Notes: Unit Price \$1.00 per SF for yellow Hold Markings, no border. (Not a Percent, as indicated on BidSync template unit of measure)	First Offer - 1.00%	1 / square foot	1.00%	Y
532-11255--02-13	Lot 2 (for informational purposes only): Enhanced Taxiway Centerline Stripes at Runway Holding Position	Supplier Product Code: Supplier Notes: Unit Price \$1.30 per SF for yellow Enhanced C/L Markings, no border. (Not a Percent, as indicated on BidSync template unit of measure)	First Offer - 1.30%	1 / square foot	1.30%	Y
532-11255--02-14	Lot 2 (for informational purposes only): ENHANCED TAXIWAY CENTERLINE BORDER	Supplier Product Code: Supplier Notes: Unit Price \$0.60 per SF for black border on Enhanced C/L Markings. (Not a Percent, as indicated on BidSync template unit of measure)	First Offer - 0.60%	1 / square foot	0.60%	Y
532-11255--02-15	Lot 2 (for informational purposes only):	Supplier Product Code: Supplier Notes: Unit Price \$0.50 per SF for black border on Enhanced C/L Markings. (Not a Percent, as indicated on BidSync template unit of measure)	First Offer - 0.50%	1 / square foot	0.50%	Y

Roberts Traffic Marking

Item: **Lot 1:TAXIWAY CENTERLINE STRIPES AND BORDER**

Attachments

13210 FXE City of Ft Laud Annual_Estimate from RobertsTrafficMarking.PDF

BROWARD 2012-2014 CERT OF COMP LISC. Lisa.pdf

COI FOR INFO ONLY.pdf



projects@robertstraffic.com

2210 Hayes Street
Hollywood, Florida 33020
(954) 929-2922 (305) 935-2922
Fax: (954) 929-3736

Estimate

08/19/2013

Customer
0

Project
13210 FXE ANNUAL PAVEMENT MARKING
& PAINT REMOVAL
PAVEMENT MARKINGS CONTRACT
CITY OF FT. LAUDERDALE FL

ITB # 532-11255

Item	Description	Quantity	Unit	Cost	Total
01-14	Heliport Surface Painted Sign MAXIMUM GROSS WEIGHT 11900 LBS'	30	SF	1.50	45.00
01-15	Heliport White Bar	56	SF	0.75	42.00
01-16	Heliport Parking Area	148	SF	0.75	111.00
01-17	Heliport Ped Caution Area Mkgs	72	SF	0.75	54.00
01-18	Additional Mrkgs & SPSign	500	SF	1.00	500.00
01-19	Paint Removal - Grinding	8,700	SF	1.85	16,095.00
01-20	R/W Threshold Mrkgs	500	SF	1.00	500.00
01-21	R/W TD Zone Mrkgs	500	SF	1.00	500.00
01-22	R/W Aiming Point Mrkgs	500	SF	1.00	500.00
01-23	R/W 8-26 Centerline Mkgs(3'x120')	250	SF	0.95	237.50
01-24	R/W 13-31 Centerline Mkgs(1'x120')	250	SF	0.80	200.00
01-25	R/W Side Stripe E/L Mkgs(3')	250	SF	1.00	250.00
01-26	R/W Designations Mrkgs	500	SF	1.00	500.00

Minimum Mobilization / Per Day Trip Charge: \$950.; Thermoplastic \$2,200. Pricing includes all materials, labor, installation and taxes. No bond, testing or permit fees are included. Two (2) sets of current Blueprints and Specifications to be provided prior to first mobilization. A minimum of 2 weeks advance notification is required for scheduling. Contractor to handle all required MOT / work zone traffic control during installations. Contractor to supply: Surveyor for layout, Light Towers and relocations during installations, on-site Supervision/any necessary radio contact with ATCT, water and dump site for removal debris; "protection of markings." Areas to be clean and free of debris. High-Pressure cleaning of concrete surfaces is required. No warranty on unprepared concrete surfaces.

This Estimate is to be included as an Exhibit and made part of any Contract/P.O. Pricing valid for 60 days.

Certified "WBE", "DBE", "CDBE" and "CSBE".

Thank you!



projects@robertstraffic.com

2210 Hayes Street
Hollywood, Florida 33020
(954) 929-2922 (305) 935-2922
Fax: (954) 929-3736

Estimate

08/19/2013

Customer

0

Project

13210 FXE ANNUAL PAVEMENT MARKING
& PAINT REMOVAL
PAVEMENT MARKINGS CONTRACT
CITY OF FT. LAUDERDALE FL

ITB # 532-11255

Item	Description	Quantity	Unit	Cost	Total
02-07	R/W 13-31 Centerline Mkgs	1	SF	0.80	0.80
02-08	R/W Side Stripe E/L Mkgs(3')	1	SF	1.00	1.00
02-09	R/W Designations Mrkgs	1	SF	1.00	1.00
02-10	R/W Shoulder Bars	1	SF	0.50	0.50
02-11	T/W Shoulder Bars	1	SF	0.50	0.50
02-12	T/W Hold Position Mrkgs	1	SF	1.00	1.00
02-13	Enhanced T/W Centerline(yellow skip)	1	SF	1.30	1.30
02-14	Enhanced T/W Centerline Border(black)	1	SF	0.60	0.60
02-15	Black Border	1	SF	0.50	0.50
				Total:	\$30,411.00

Included in this proposal:

Type III Reflective Beads on all markings at FXE
(except Black; Red paint receives Type I Bead).

Minimum Mobilization / Per Day Trip Charge: \$950.; Thermoplastic \$2,200. Pricing includes all materials, labor, installation and taxes. No bond, testing or permit fees are included. Two (2) sets of current Blueprints and Specifications to be provided prior to first mobilization. A minimum of 2 weeks advance notification is required for scheduling. Contractor to handle all required MOT / work zone traffic control during installations. Contractor to supply: Surveyor for layout, Light Towers and relocations during installations, on-site Supervision/any necessary radio contact with ATCT, water and dump site for removal debris; "protection of markings." Areas to be clean and free of debris. High-Pressure cleaning of concrete surfaces is required. No warranty on unprepared concrete surfaces.

This Estimate is to be included as an Exhibit and made part of any Contract/P.O. Pricing valid for 60 days.

Certified "WBE", "DBE", "CDBE" and "CSBE".

Thank you!

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

532-11255

**Pavement Marking and Paint Removal, Annual
Contract**



CITY OF FORT LAUDERDALE

AnnDebra Diaz

954-828-5949

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 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

- 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

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.
- 5.22 PUBLIC AGENCY CONTRACTS 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 ordinarily and necessarily would be required by the public agency in order to perform the service.

QUESTIONNAIRE

(Use additional sheets where necessary)

**Bidder certifies the truth and accuracy of all statements and the answers contained herein.
Failure to answer each question could result in the disqualification of your bid.**

Company Name: **Roberts Traffic Marking**
Contact Name: **Lisa G. Birchfield**
Contact Phone: **954-929-2922**

1. Provide complete information of three references (excluding City of Fort Lauderdale) for which you have performed similar services.

Entity name: **Miami International Airport**
Address: **PO BOX 592075, Miami, FL 33159**
Contact Name: **Bob Crumbliss**
Telephone Number: **305-876-7326**

Entity name: **Hollywood-Ft. Lauderdale Int'l Airport**
Address: **1501 SW 43 ST, Ft. Laud, FL 33315**
Contact Name: **Gasser Dougé**
Telephone Number: **954-359-6973**

Entity name: **Homestead Air Reserve Base (for CCI Solutions)**
Address: **P.O. BOX 924064, Homestead, FL 33092**
Contact Name: **Al Andrews (CCI Solutions)**
Telephone Number: **305-258-1770**

2. How many years has your organization been in business? **48**

3. What was the last project of this nature that you completed? List any airfield pavement painting projects.

Ft. Lauderdale Airport Annual Civil Contract
Ft. Lauderdale Airport Taxiway C Extension
HARB Runway Threshold Displacement
Lantana 15-33 RUNWAY Rehabilitation
Pompano Airpark Taxiway K Relocation
MIA North Terminal Development
American Airlines Regional Commuter
(...recent...)

4. Have you ever failed to complete work awarded to you, if so, where and why?
NO

5. The name of the qualifying agent for the firm and his position is:
Lisa G. Birchfield, President

6. Certificate of Competency Number of Qualifying Agent :
10-3F-15138-X

8).Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

N/A

b. List all judgments from lawsuits in the last 5 years which are concerned directly with the staff or Part of your organization proposed for the contract.

N/A

9).Indicate your knowledge of Advisory Circulars (AC), guidelines and standards for General Aviation heliport (with visual approaches only) and airport (including visual and precision approach runways) painted markings. List projects in which these guidelines were applicable.

Our Firm is knowledgeable of these guidelines and standards: Yes No

Projects:

City of Ft. Lauderdale Helipad (downtown)

US Customs Helipad at HARB

Opa Locka Airport Helipad(s)

South Miami Hospital Helipad

St. Mary's Trauma Center Helipad

Roberts Traffic Marking Corp.

9) Is your company registered with the State of Florida Division of Corporations?

Yes No

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: **Lisa G. Birchfield, President**

08-19-2013

(Authorized signature)

(date)

Name (printed) **Lisa G. Birchfield**Title:**President**

Company: (Legal Registration) **Roberts Traffic Marking Corp.**

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: **2210 Hayes Street**

City: **Hollywood**State:**FL** Zip: **33020**

Telephone No. **954-929-2922**FAX No. **954-929-3736**Email: **projects@robertstraffic.com**

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

Payment Terms (section 1.04): **45 Days**Total Bid Discount (section 1.05): **N/A**

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

Change made on August 6, 2013

Change made on August 14, 2013

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: **N/A**

revised 11-29-11

