



Contract No.: 282-10019

Agreement to Supply: PAINTING SERVICES - FORT LAUDERDALE DOWNTOWN HELISTOP

This agreement, made and entered into this the 31 day of March, 2009, is by and between the **CITY OF FORT LAUDERDALE**, a Florida municipality, City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter called the "City" and name of Contractor:

Name: VIP Painting, Inc.

Address: 11540 Wiles Road, Suite 5 City: Coral Springs State: FL Zip: 33076

A Corporation A Partnership An Individual Other: _____

hereinafter called the "Company" or "Contractor." Witnesseth that: Whereas, the City did issue an Invitation to Bid (ITB) for supplying the requirements of the City for the items and/or service listed above, for a period of **two years with three one-year extension options** and the Contractor submitted a bid that was accepted and approved by the City.

Formal authorization of this contract was adopted by the City Commission on: 11/18/08 Pur-10, CAR 08-1691

Now, therefore, for and in consideration of the mutual promises and covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to provide to the City painting services at the Fort Lauderdale Downtown Helistop during the period beginning 3/31/09 and ending 3/30/11 for the requirements listed above and according to the following specifications, terms, covenants, and conditions:

a. The Invitation to Bid containing General Conditions, Special Conditions, Specifications, addenda, if any, and other attachments forming a part of ITB Number **282-10019** and the Contractor's proposal in response, form a part of this contract and by reference are made a part hereof.

b. In construing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:
1) This contract Form G-110, Rev. 12/00
2) The City's ITB and all addenda thereto
3) Contractor's proposal in response to the City's ITB

c. **Warranty:** The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the City shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the City is found to be defective or does not conform to specifications the City reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.

d. **Cancellation:** The City may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon 30 days written notice. This applies to all items of goods or services.

e. **Taxes Exempt:** State Sales (85-8013875578C-1) and Federal Excise (59-600319) Taxes are normally exempt, however, certain transactions are taxable. Consult your tax practitioner for guidance where necessary.

f. **Invoicing:** Contractor will forward all invoices in duplicate for payment to the following: Finance Department, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. If discount, other than prompt payment terms applies, such discount **MUST** appear on the invoice.

2. **Contract Special Conditions:** The following special conditions are made a part of and modify the standard provisions contained in this contract Form G-110.

"Triple Quality Painting," contained on the price list submitted with the Contractor's bid, is deleted.

3. **Contract Summary:**

- a. Attachments:
VIP Painting, Inc.'s response to the ITB and a copy of the ITB document.
- b. Payment Terms: Net 30
- c. Delivery: 15 Days
- d. Insurance: Yes No
- e. Performance Bond/Letter of Credit: Yes No
- f. Procurement Specialist's Initials: JH

4. **Contractor's Phone Numbers:** Office: 954-344-4413

5. **Contractor's Fax Number:** 954-344-4452

6. **Contractor's E-Mail Address:** vipbids@bellsouth.net

City of Fort Lauderdale

By: [Signature]
Director of Procurement Services (City Manager's Designee)

Date: 3/31/09

Approved as to form:
[Signature]
Senior Assistant City Attorney

Contractor/Vendor

James A. Caldwell
James A. Caldwell

By: [Signature]
Authorized Officer's Signature

Title: President

Date: 3-26-09

Attest: [Signature]
Signature of Secretary

Michelle Caldwell
Secretary (please type or print)

CONTRACT COPY

Triple Quality Painting

Bid Contact **Alex Caldwell**
vipbids@bellsouth.net
Ph 954-344-4413

Address **11540 Wiles Road**
Coral Springs, FL 33076

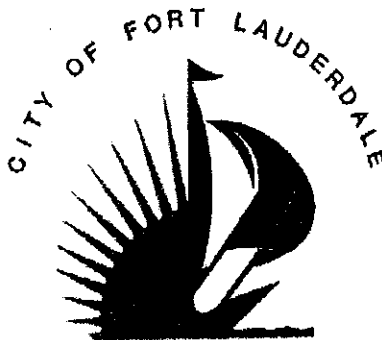
Qualifications **SB**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
282-10019-1-01	Elastomeric Fireproofing Material	Supplier Product Code:	First Offer - \$67.50	24 / hour	\$1,620.00	Y
282-10019-1-02	To Epoxy and Finishcoat fireproofing material	Supplier Product Code:	First Offer - \$67.50	12 / hour	\$810.00	Y
282-10019-1-03	Paint Helistop West Staircase.	Supplier Product Code:	First Offer - \$67.50	40 / hour	\$2,700.00	Y
282-10019-1-04	Paint underdeck spaceframe substructure.	Supplier Product Code:	First Offer - \$67.50	240 / hour	\$16,200.00	Y
282-10019-1-05	Paint Security Enclosure	Supplier Product Code:	First Offer - \$67.50	16 / hour	\$1,080.00	Y
Vendor Total					\$22,410.00	

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

282-10019

**Painting Contractor for Fort Lauderdale
Downtown Helistop - Rebid**



Jim Hemphill

954-828-5143

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name: **V.I.P. painting, Inc**

President: **James Caldwell**

Business Address: **11540 Wiles Road Suite 5 Coral Springs, FL 33076**

Telephone: **954-344-4413** Fax: **954-344-4452**

What was the last project of this nature which you completed?

The following are named as three corporations and representatives from those corporations for which you have performed work and which the City may contact as your references (include addresses and telephone numbers):

**Orange County School Board Pete McCullough
6501 Magic Way 407-228-7779
Boca Raton, FL 32809**

**Shore Club Condo Daniel Dominguez
1901 Ocean Blvd Cell:954-657-3333
Ft Lauderdale, FL 33305 Office: 954-561-7626**

**Tropic Harbor Jay Coppola
800 Tropic Isle Dr. Cell: 845-527-1320
Delray Beach, FL 33483**

**Ocean Club Phil West
2401 N. Ocean Blvd 561-368-3332
Boca Raton, FL 33431**

The following is given as a summary of the Financial Statement of the firm. List assets and liabilities; supplement by attaching copy of Financial Statement.

How many years has your organization been in business? **24 Years**

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

No

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

Craig Contoure

Certificate of Competency Number of Qualifying Agent:

Effective Date: Expiration Date:

Licensed in:

(County/State)

Engineering Contractor's License #

Expiration Date:

NOTE: A Broward County Engineering Contractor's License and/or the appropriate license issued by the State of Florida is required for working within public rights-of-way. Contractor must have proper licensing prior to submitting bid and must submit evidence of same with bid.

QUESTIONNAIRE SHEET

1. Have you personally inspected the proposed work and have you a complete plan for its performance? **Yes**
2. What equipment do you own that is available for the work?
3. What equipment will you purchase for the proposed work?
4. What equipment will you rent for the proposed work?

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

N/A

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.rfpdepot.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 Department, 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 RFP Depot, 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.

Submitted by: **Steve Hume 8-21-2008**
(signature) (date)

Name (printed) **Steve Hume** Title: **President**

Company: (Legal Registration) **V.I.P. Painting, Inc**

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

Address: **11540 Wiles RD Ste 5**

City **Coral Springs** State: **FL** Zip **33076**

Telephone No. **954-344-4413** FAX No. **954-344-4452**

E-MAIL: **vipbids@bellsouth.net**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **15**

Payment Terms (section 1.03): **30 days** Total Bid Discount (section 1.04): **none**

Does your firm qualify for MBE or WBE status (section 1.08): **MBE qqq WBE qqq**

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

<u>Addendum No.</u>	<u>Date Issued</u>
1	8-12-2008
2	8-15-2008
3	8-18-2008

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.

Variances:

revised 6-3-08

Optional item pricing for bid #282-10019 Painting of Helistop

For informational purposes only. Not a basis for award.

(1). Straight Time - Forman

Provide hourly forman rate for any additional misc. work not included in the requirements of these specifications, that may be requested by the City (to be billed on a time and material basis.)

For purposes of this contract, Straight Time is considered between the hours of 7:30 AM to 4:00 PM DST Monday through Friday, excluding City recognized Holidays.

Hourly rate must be inclusive of all labor, equipment, tools, and incidentals.

\$ 95.00

(2). Material - Supply Cost

Provide your percentage mark-up charge on supplies and materials for any additional misc. work not included in the requirements of these specifications, requested by the City (to be billed on a time and material basis.)

Invoices of materials used must accompany each request.

\$ 25%

(3). Straight Time – Worker

Provide hourly rate for any additional misc. work (not included in the requirements of these specifications) requested by the City (to be billed on a time and material basis.) Provide cost per hour per person. The City will determine how many people may be required according to the scope work necessary.

For purposes of this contract, Straight Time is considered between the hours of 7:30 AM to 4:00 PM Monday through Friday, excluding City recognized Holidays.

Hourly rate must be inclusive of all labor, equipment, tools, and

incidentals.

\$ 55.00 /HR

- (4). **Mobilization - Ground Based Crew**
Provide cost for mobilization of your ground based crew. This is for any additional misc. work (not included in the requirements of these specifications) requested by the City.

\$ 120.00 Lump Sum

- (5). **Mobilization - Lift Based Crew**
Provide cost for mobilization for your Lift Based Crew. This is for any additional misc. work (not included in the requirements of these specifications) requested by the City.

\$ 500.00 Lump Sum