

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

282-10019

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



Jim Hemphill

954-828-5143

Bid 282-10019

Painting Contractor for Fort Lauderdale Downtown Helistop - Rebid

Bid Number 282-10019
Bid Title Painting Contractor for Fort Lauderdale Downtown Helistop - Rebid

Bid Start Date Jul 25, 2008 2:06:03 PM EDT
Bid End Date Aug 13, 2008 2:00:00 PM EDT
Question & Answer End Date Aug 7, 2008 5:00:00 PM EDT

Bid Contact Jim Hemphill
Sr. Procurement Specialist
Procurement Department
954-828-5143
jhemphill@fortlauderdale.gov

Contract Duration 2 years
Contract Renewal 3 annual renewals
Prices Good for 90 days
Pre-Bid Conference Aug 5, 2008 10:00:00 AM EDT
Attendance is optional
Location: City of Ft. Lauderdale Downtown Helistop Lobby
201 S.E. 2nd Ave, - 6th Floor (S.E. side) of Parking lot
Fort Lauderdale, FL

Bid Comments The City of Fort Lauderdale, Florida (City) is seeking bids from qualified firms (Contractor) to provide painting services at the Fort Lauderdale Downtown Helistop located at 201 S.E. 2nd Ave. ,Fort Lauderdale, FL.
It is the intent of this bid to establish a contract with a single contractor to maintain the Downtown Helistop painting requirements per attached specifications, on an as-needed basis, for a two-year initial contract term with renewal options. It is the Airport's estimate that approximately \$20,000 will be spent over a one-year period for this contract.
The Contractor will provide all material, tools, equipment, supplies, and labor required.

Item Response Form

Item 282-10019-1-01 - Elastomeric Fireproofing Material
Quantity 16 hour
Unit Price
Delivery Location City of Fort Lauderdale
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 16

Description

Furnish all labor, materials, and equipment to paint fireproofing material on Spaceframe Supports with elastomeric top coat. Refer to Construction Plan at the end of these Bid Specifications for additional information.

This item includes, but is not limited to, initial site inspection by Contractor to confirm condition of existing structure, all spaceframe substructure surface cleaning and preparatory work, any and all repairs necessary prior to painting, all equipment necessary to access structure, all materials necessary for site preparation and safety, painting of structure, mobilization, demobilization, maintenance of traffic detour barricades, site clean-up, and project coordination. Must carry a six month warranty on labor and material.

PROVIDE A PER HOUR PRICE. CITY WILL PAY PER HOUR. IT IS ESTIMATED THAT THIS WORK WILL TAKE APPROX. 16 HOURS TO COMPLETE EACH REQUEST.

Item 282-10019-1-02 - To Epoxy and Finishcoat fireproofing material
 Quantity 8 hour
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 8

Description

Furnish all labor, materials and equipment to paint fireproofing material on horizontal supports with exterior grade 2-part epoxy sealer followed by application of a aliphatic polyurethane exterior finish coat. Refer to Construction Plan at the end of these Bid Specifications for additional information.

This item includes, but is not limited to, initial site inspection by Contractor to confirm condition of existing structure, any and all repairs necessary prior to paint applications, all equipment necessary to access structure, all materials necessary for site preparation and safety, painting of structure, preparatory work, application of epoxy sealer, application of exterior finish coat, painting, mobilization, demobilization, maintenance of traffic detour barricades, site clean-up, and project coordination. Must carry a six month warranty on labor and material.

PROVIDE A PER HOUR PRICE. CITY WILL PAY PER HOUR. IT IS ESTIMATED THAT THIS WORK WILL TAKE APPROX. 8 HOURS TO COMPLETE EACH REQUEST.

Item 282-10019-1-03 - Paint Helistop West Staircase.
 Quantity 40 hour
 Unit Price
 Delivery Location City of Fort Lauderdale
See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 40

Description

Furnish all labor, materials and equipment to paint Helistop west staircase. Refer to Construction Plan at the end of these Bid Specifications for additional information.

This item includes, but is not limited to, initial site inspection by Contractor to confirm condition of existing structure, any and all repairs necessary prior to paint applications, all equipment and materials necessary for surface cleaning, preparatory work, and application of paint to staircase, mobilization, demobilization, maintenance of traffic detour barricades, site clean-up, and project coordination. Must carry a six month warranty on labor and material.

PROVIDE A PER HOUR PRICE. CITY WILL PAY PER HOUR. IT IS ESTIMATED THAT THIS WORK WILL TAKE APPROX. 40 HOURS TO COMPLETE EACH REQUEST.

Item 282-10019-1-04 - Paint underdeck spaceframe substructure.
 Quantity 120 hour
 Unit Price
 Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 120

Description

Provide Hourly rate to: Furnish all labor, materials and equipment to paint underdeck spaceframe substructure including supports, beams, nodes and corrugated metal underdeck. Refer to Construction Plan at the end of these Bid Specifications for additional information.

This item includes but is not limited to, initial site inspection by Contractor to confirm condition of existing structure prior to paint applications, all equipment and materials necessary for surface cleaning, preparatory work, paint application, mobilization, demobilization, maintenance of traffic detour barricades, site clean-up, and project coordination. Must carry a six month warranty on labor and material.

PROVIDE A PER HOUR PRICE. CITY WILL PAY PER HOUR. IT IS ESTIMATED THAT THIS WORK WILL TAKE APPROX. 120 HOURS TO COMPLETE EACH REQUEST.

Item 282-10019-1-05 - Paint Security Enclosure
 Quantity 16 hour
 Unit Price
 Delivery Location City of Fort Lauderdale
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 16

Description

Provide Hourly rate to: Furnish all labor, materials and equipment to paint security enclosure located at the east end of the 7th level parking garage.

This item includes but is not limited to, initial site inspection by contractor to confirm condition of existing structure prior to paint application, all equipment and material necessary for surface cleaning, prep work, paint application, mobilization, demobilization, maintenance of traffic detour barricades, site clean-up, and project coordination. Must carry a six month warranty on labor and materials.

PROVIDE A PER HOUR PRICE. CITY WILL PAY PER HOUR. IT IS ESTIMATED THAT THIS WORK WILL TAKE APPROX. 16 HOURS TO COMPLETE EACH REQUEST.

**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 Department. 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.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City uses automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, RFP Depot. Notices of Invitations to Bid (ITB'S) are sent by e-mail or fax 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 RFP Depot 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 RFP Depot. 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 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 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.
- 1.04 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.
- 1.05 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 ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 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.
- 1.07 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.
- 1.08 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.

1.09 **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 will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

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, Bidder's 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 Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.

- 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 Department immediately. Such notification must be received by the Procurement Services Department 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, postal money order, cashiers check, or irrevocable letter of credit. 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 or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. 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 agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 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.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit 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. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit 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 Department 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 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:
- Bidder's 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 will, 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 form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.
- 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 state 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 Manager or selected designee.
- 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.

PART I – INTRODUCTION / INFORMATION**01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified firms (Contractor) to provide painting services at the Fort Lauderdale Downtown Helistop located at 201 S.E. 2nd Ave., Fort Lauderdale, FL. It is the Airport's estimate that approximately \$20,000 will be spent over a one-year period for this contract.

It is the intent of this bid to establish a contract with a single contractor to maintain the Downtown Helistop's spaceframe, supports, stairs and security enclosures, on an as-needed basis. The Contractor will provide all material, tools, equipment, supplies, and labor required.

02. CONTRACT PERIOD

The initial contract term shall commence upon final execution of the contract by the City and shall be for a two (2) year period. The City reserves the right to extend the contract for THREE 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 Procurement Director. 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.

03. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFP, technical specifications, etc., utilize the question / answer feature provided by RFP Depot. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum (See addendum section of RFP Depot Site). No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

04. PRE-BID MEETING

A pre-bid meeting will be held on 8/5/08 at 10:00 AM at:
The Downtown Helistop Lobby
201 S.E. 2nd Ave, 6th floor (Parking garage)
Fort Lauderdale, FL

While attendance is not mandatory, it is the sole responsibility of the bidder to become familiar with the scope of the City's requirements and 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, and the equipment, materials and labor required. It is strongly suggested that all bidders attend the pre-bid meeting.

05. ELIGIBILITY

To be eligible to respond to this Invitation To Bid the proposing firm or person must demonstrate that they, or the principals assigned to the project, have successfully completed services similar to those specified in the Scope of Services section of this ITB.

06. INTERPRETATION OF BIDDING DOCUMENTS:

Only the interpretation or correction so given by the Purchasing Manager, City of Fort Lauderdale or his designee, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret, the ITB documents.

07. RESERVATION FOR REJECTIONS AND AWARD

The City of Fort Lauderdale reserves the right to accept or reject any or all proposals or parts of proposals, to waive irregularities and technicalities, and to request re-proposals. The City also reserves the right to award the contract on such items the City deems will best serve the interest of the City. The City further reserves the right to award the contract on a 'split order' basis, or such combination as shall best serve the interests of the city unless otherwise specified.

08. CONFLICT OF INTEREST

All possible Company / City Employee conflict of interest must be disclosed.

09. LOBBYIST ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 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>

PART II - SPECIAL CONDITIONS**01. GENERAL CONDITIONS**

ITB General Conditions Form G-107 Rev. 11/98 (GC) are included and made a part of this ITB as Exhibit "A".

02. TRANSACTION FEES:

THE CITY OF FORT LAUDERDALE WILL USE RFP DEPOT (www.rfpdepot.com) TO DISTRIBUTE AND RECEIVE BIDS AND PROPOSALS. THERE IS NO CHARGE TO VENDORS/CONTRACTORS TO REGISTER AND PARTICIPATE IN THIS SOLICITATION PROCESS.

EFFECTIVE NOVEMBER 1, 2005, AWARDED VENDOR(S) WILL BE EXEMPT FROM PAYING THE RFP DEPOT TRANSACTION FEE OF ONE PERCENT (1%) OF THE TOTAL AWARDED AMOUNT, (2% ON AGGREGATED BIDS) FOR GOODS AND/OR SERVICES AWARDED TO THE VENDOR.

03. RULES AND PROPOSALS

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

04. FAMILIARITY WITH LAWS

All bidders are required to comply with all Federal, State and Local Laws, Codes, Rules and Regulations that govern and control the actions and operations of this proposal.

05. PUBLIC ENTITY CRIMES

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.

NOTE: Bidder, by submitting a bid attests they have not been placed on the convicted vendor list.

06. AWARD

The City reserves the right to award to that bidder 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 the specifications and in the bidding procedure.

07. INVOICES/PAYMENT

Each invoice shall fully detail the amounts for each item completed on a particular job and shall specify the dates and times such service occurred. 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.

08. AVAILABILITY OF FUNDS

The obligations of the City under this award are subject to the availability of fund lawfully appropriated and budgeted for this project.

09. TAXES AND PERMITS:

The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The bidder shall take these factors into consideration in preparing his proposal, including therein the cost of the State and Use Tax on materials, but excluding the cost of those taxes and permits not applicable.

10. COST ADJUSTMENTS:

The cost for service as bid shall remain firm for the first two (2) years of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry, but unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage (%) increase in the All Urban Consumers Price Index (CPU-U) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase, or decrease in the CPI shall be that latest Index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the comparable month one year prior. Any requested cost increase 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 upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive, from the Contractor, a reasonable reduction in costs that reflect such cost changes in the industry.

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 contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

11. NO EXCLUSIVE CONTRACT / ADDITIONAL SERVICES

11.1 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 at its sole option.

11.2 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 that 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.

12. MAXIMUM DOLLAR AMOUNT

At time of award of contract, the City reserves the right to set a maximum dollar limit that may be expended per project request. Contract quantities of any or all items may be increased, reduced or eliminated to adjust the contract amount to coincide with the amount of work necessary or to bring the contract value to within the established limit. All quantities are estimated and the City reserves the right to increase, reduce or eliminate the contract quantities in any amount.

13. SELLING, TRANSFERRING OR ASSIGNING CONTRACTS

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of The City of Fort Lauderdale.

14. SUBCONTRACTING

All work must be accomplished by skilled and qualified employees of the Contractor. Subcontracting will **not** be permitted.

15. INSURANCE**I PUBLIC LIABILITY**

Provide Commercial General Liability, products and completed operations including property damage, including City as an additional insured, with minimum limits of \$500,000. Additionally, the contractors certificate of insurance should state that there are no exclusions for over-spray.

II WORKER'S COMPENSATION

Provide Worker's Compensation and Employer's Liability Insurance for the benefit of Contractor's work force.

IV AUTOMOBILE LIABILITY

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

Limits: Bodily Injury	\$100,000 each person
	\$300,000 each occurrence
Property Damage	\$ 50,000 each occurrence

V CERTIFICATES OF INSURANCE

Before commencing performance of this contract, the Contractor shall furnish the City of Fort Lauderdale a duplicate policy of Certificate of Insurance for the required insurance as specified above, which shall contain the following:

- A) Name of insurance carrier(s)
- B) Effective and expiration dates of policies
- C) 30 days written notice by carrier of any cancellation or material change in any policy
- D) Duplicate Policy or Certificates of Insurance stating that the interests of the City are included as an additional named insured, and specifying the project/location.
- E) The Certificate of Insurance shall state that there are no exclusions for over-spray

Such insurance shall apply despite any insurance which the City may carry in its own name.

17. TORT IMMUNITY:

The City of Fort Lauderdale hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the City's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto.

18. DAMAGE TO PUBLIC OR PRIVATE PROPERTY / INJURIES

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, windows, and vehicles 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.

In case of injury to persons, animals or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards and signals or by reason of any negligence

of any Contractor or any of the Contractor's agents, servants, or employees during the performance of the work before the estimates have become due under this contract, the City may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the City as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

19. CONTRACTORS 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 during normal working days/hours as indicated. 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, 1982, 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.

20. BASIS OF PAYMENT

This price shall be full compensation for furnishing all materials, layout, and for all labor, equipment, tools, and incidentals necessary to complete the item.

21. TRAFFIC MAINTENANCE

Maintenance of traffic shall be the responsibility of the Contractor. Contractor shall be responsible for providing a maintenance of traffic plan for construction, where required by governing regulatory agencies, the Parking Garage and/or Helistop Operations. Access to all properties and facilities must be maintained at all times during construction. Co-ordinate all activities with Mr. Rufus James, Airport Operations Supervisor at (954) 828-4968 and/or Mr. Rich Stapleton, Parking Security at (954) 828-5430.

The Contractor shall provide the City, for approval, a sequence of work to show how the work will be accomplished and the traffic flow maintained. The sequence of work shall fit within a schedule of work which will indicate that the Contractor can complete this contract within the number of contract days allocated. The Contractor shall submit a "temporary traffic modification plan"

(including protection of pedestrian) prior to performing any work that may disrupt existing conditions, and shall be responsible to provide and maintain all barricades, traffic controls and labor throughout the project.

This item includes, but is not limited to, all temporary signage, temporary markings, flagpersons and barricades.

22. CONTRACTOR STAGING AREA

The Contractor shall furnish, at his expense, properly zoned areas suitable for field offices, material storage, and equipment storage within the work site or as shown on the plans. The Contractor shall maintain these areas in a clean orderly condition so as not to cause a nuisance in the area. Areas shall be restored to their pre-project condition after completion of construction.

23. WORK PLAN

The Contractor shall be required to submit a work plan, demonstrating how they propose to set-up, repair, clean and paint fireproofing spaceframe substructure and elevator hatch doors. A lift device safe and suitable for reaching all elements of the spaceframe substructure shall be required. The Contractor shall not allow for any individual or equipment to climb or be attached to spaceframe substructure. **The Contractor shall bear in mind that the maximum clearance for vehicles and equipment entering the garage is 7'-5" for all levels except Level 6 Row C where the maximum elevation is limited to 6'-10".**

PART 1 GENERAL

SCOPE OF WORK

The work to be accomplished under this contract includes, but is not limited to, furnishing all materials, equipment, supplies, tools, labor, layout, and incidentals to sustain all the expense incurred in doing the following work: The preparation and painting of the fireproofed spaceframe substructure; preparation and painting of the western staircase; and preparation and painting of the underdeck spaceframe substructure; and preparation and painting of the fireproofing material on the three horizontal column supports and preparation and painting of the security enclosures located on the 7th follor level of the parking garage.

Hours of Operation

Service calls during normal business hours will be between 7:30AM and 4:00 PM.

1.1 SECTION INCLUDES

- A. Coating systems for exterior steel.
- B. Coating systems for galvanized steel and non-ferrous metal.

1.2 REFERENCES

- A. ASTM D 16 - Terminology Relating to Paint, Varnish, Lacquer, and Related Products.
- B. SSPC-SP 1 - Solvent Cleaning.
- C. SSPC-SP 2 - Hand Tool Cleaning.
- D. SSPC-SP 3 - Power Tool Cleaning.
- E. SSPC-SP 6/NACE 3 - Commercial Blast Cleaning.

1.3 DEFINITIONS

- A. Definitions of Painting Terms: In accordance with ASTM D 16, unless otherwise specified.
- B. Dry Film Thickness (DFT): Thickness of a coat of paint in fully cured state measured in mils (1/1000 inch).

1.4 SUBMITTALS

- A. Submit manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
 - 4. Operation and maintenance data.
- B. Selection Samples: For each finish specified submit two complete sets of color chips representing manufacturer's full range of available colors and patterns.

1.5 QUALITY ASSURANCE

- A. Manufacturer's Quality Assurance: Submit manufacturer's certification that coatings comply with specified requirements and are suitable for intended application.
- B. Preapplication Meeting: Convene a preapplication meeting before start of application of coating systems. Require attendance of parties directly affecting work of this section, including Contractor, applicator, and manufacturer's representative. Review the following:
 - 1. Environmental requirements.
 - 2. Protection of surfaces not scheduled to be coated.
 - 3. Surface preparation.
 - 4. Application.
 - 5. Repair.
 - 6. Field quality control.
 - 7. Cleaning.
 - 8. Protection of coating systems.
 - 9. Coordination with other work.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying:
 - 1. Coating or material name.
 - 2. Manufacturer.
 - 3. Color name and number.
 - 4. Batch or lot number.
 - 5. Date of manufacture.
 - 6. Mixing and thinning instructions.
- B. Storage:
 - 1. Store materials in a clean dry area and within temperature range in accordance with manufacturer's instructions.
 - 2. Keep containers sealed until ready for use.
 - 3. Do not use materials beyond manufacturer's shelf life limits.
- C. Handling: Protect materials during handling and application to prevent damage or contamination.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Weather:
 - 1. Air and Surface Temperatures: Prepare surfaces and apply and cure coatings within air and surface temperature range in accordance with manufacturer's instructions.
 - 2. Surface Temperature: Minimum of 5 degrees F (3 degrees C) above dew point.
 - 3. Relative Humidity: Prepare surfaces and apply and cure coatings within relative humidity range in accordance with manufacturer's instructions.
 - 4. Precipitation: Do not prepare surfaces or apply coatings in rain, fog, or mist.
 - 5. Wind: Do not spray coatings if wind velocity is above manufacturer's recommended limit.
- B. Ventilation: Provide ventilation during coating evaporation stage in confined or enclosed areas in accordance with manufacturer's instructions.

- C. Dust and Contaminants:
 - 1. Schedule coating work to avoid excessive dust and airborne contaminants.
 - 2. Protect work areas from excessive dust and airborne contaminants during coating application and curing.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers:
 - 1. Tnemec Company Incorporated
 - 2. Behr
 - 3. Benjamin Moore
 - 4. Glidden
 - 5. Approved equal

2.2 COATING SYSTEMS FOR STEEL - EXTERIOR

- A. Aggressive Corrosion, Coastal, UV Exposure, Chemical, Physical Abuse:
 - 1. System Type: epoxy.
 - 2. Surface Preparation: SSPC-SP 6/NACE 3.
 - 3. Primer: DFT 2.5 to 3.5 mils.
 - 4. Intermediate Coat:
 - a. DFT 2.0 to 3.0 Mils.
 - 5. Finish Coat:
 - a. DFT 2.5 to 3.5 mils.
 - 6. Total DFT: 7.0 to 10.0 mils.
 - 7. Finish Color:
 - a. As selected by Owner from manufacturer's standard colors.

2.3 ACCESSORIES

- A. Coating Application Accessories:
 - 1. Accessories required for application of specified coatings: Provide in accordance with coating manufacturer's instructions, including thinners.
 - 2. Products of coating manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Engineer of unsatisfactory preparation before proceeding.

3.2 PROTECTION OF SURFACES NOT SCHEDULED TO BE COATED

- A. Protect surrounding areas and surfaces not scheduled to be coated from damage during surface preparation and application of coatings.
- B. Immediately remove coatings that fall on surrounding areas and surfaces not scheduled to be coated.

3.3 SURFACE PREPARATION OF STEEL

- A. Prepare steel surfaces in accordance with manufacturer's instructions.
- B. Fabrication Defects:
 - 1. Correct steel and fabrication defects revealed by surface preparation.
 - 2. Remove weld spatter and slag.
 - 3. Round sharp edges and corners of welds to a smooth contour.
 - 4. Smooth weld undercuts and recesses.
 - 5. Grind down porous welds to pinhole-free metal.
 - 6. Remove weld flux from surface.
- C. Ensure surfaces are dry.
- D. Remove visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter in accordance with SSPC-SP 6/NACE 3, unless otherwise specified.
- E. Abrasive Blast-Cleaned Surfaces: Coat abrasive blast-cleaned surfaces with primer before visible rust forms on surface. Do not leave blast-cleaned surfaces uncoated for more than 8 hours.
- F. Shop Primer: Prepare shop primer to receive field coat in accordance with manufacturer's instructions.

3.4 APPLICATION

- A. Apply coatings in accordance with manufacturer's instructions.
- B. Mix and thin coatings, including multi-component materials, in accordance with manufacturer's instructions.
- C. Keep containers closed when not in use to avoid contamination.
- D. Do not use mixed coatings beyond pot life limits.
- E. Use application equipment, tools, pressure settings, and techniques in accordance with manufacturer's instructions.
- F. Uniformly apply coatings at spreading rate required to achieve specified DFT.
- G. Apply coatings to be free of film characteristics or defects that would adversely affect performance or appearance of coating systems.
- H. Stripe paint with brush critical locations on steel such as welds, corners, and edges using specified primer.

3.5 REPAIR

- A. Materials and Surfaces Not Scheduled To Be Coated: Repair or replace damaged materials and surfaces not scheduled to be coated.
- B. Damaged Coatings: Touch-up or repair damaged coatings. Touch-up of minor damage shall be acceptable where result is not visibly different from adjacent surfaces. Recoat entire surface where touch-up result is visibly different, either in sheen, texture, or color.
- C. Coating Defects: Repair in accordance with manufacturer's instructions coatings that exhibit film characteristics or defects that would adversely affect performance or appearance of coating systems.

3.6 FIELD QUALITY CONTROL

- A. Manufacturer's Field Services: Manufacturer's representative shall provide technical assistance and guidance for surface preparation and application of coating systems.

3.7 CLEANING

- A. Remove temporary coverings and protection of surrounding areas and surfaces.

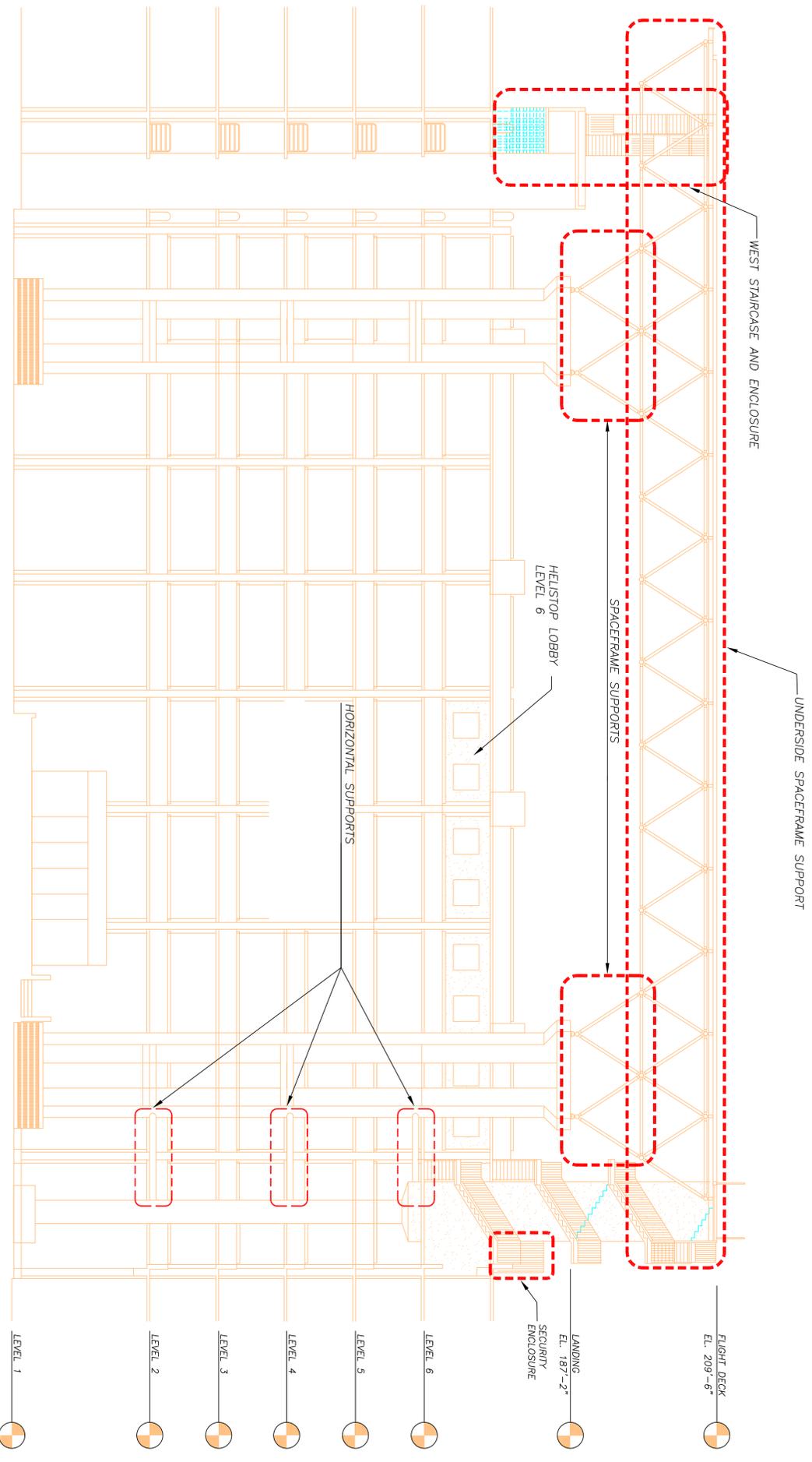
3.8 PROTECTION OF COATING SYSTEMS

- A. Protect surfaces of coating systems from damage during construction.
- B. Touch-up, or repair damaged products before Substantial Completion.

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.

END OF SECTION 09900



ELEVATION
N.T.S.

- WEST STAIRCASE/SECURITY ENCLOSURE/UNDERSIDE DECK:**
1. PRIOR TO PREPARING AND PAINTING THE CONTRACTOR SHALL COORDINATE WITH HELISTOP OPERATIONS PERSONNEL TO HAVE APPROPRIATE NOTIFICATIONS PROVIDED.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR APPLYING SUITABLE COVER TO PREVENT ANY AND ALL MATERIALS FROM FALLING DURING PREPARATION AND PAINTING.
 3. ONCE THE STRUCTURE HAS BEEN CLEANED AND PREPARED THE CONTRACTOR SHALL APPLY ONE (1) COAT OF MACROPOXY 920 PREPRIME, B58T101 (OR APPROVED EQUAL). THE COATING SHALL BE APPLIED PER MANUFACTURER'S SPECIFICATIONS AND PROVIDE A MINIMUM THICKNESS OF 1.5-2.0 MILS.

4. CONTRACTOR SHALL STRIKE ALL CORNERS AND ANGLES WITH ONE (1) MACROPOXY HS, B58-400 SERIES (OR APPROVED EQUAL) APPLIED PER MANUFACTURER'S SPECIFICATIONS AND PROVIDE A MINIMUM THICKNESS OF 3.0-6.0 MILS.
5. UPON COMPLETION OF APPLICATION OF PROTECTIVE SURFACE COATS, THE CONTRACTOR SHALL ALLOW REQUIRED TIME TO DRY THEN APPLY TWO (2) COATS OF ACROLON 218HS, ACRYLIC POLYURETHANE B65-600 SERIES (OR APPROVED EQUAL). THE FINISHED COAT SHALL BE APPLIED PER MANUFACTURER'S SPECIFICATIONS AND PROVIDE A MINIMUM THICKNESS OF 3.0-6.0 MILS PER COAT.

6. CORRODED SURFACES SHALL BE BRUSHED FREE FROM ANY PAINT AND RUST RESIDUE PER THE 1991 EDITION OF THE SYSTEMS AND SPECIFICATIONS VOLUME 2, PREPARED BY THE STEEL STRUCTURES PAINTING COUNCIL, SECTION SSPC-SP11 POWER TOOL CLEANING TO BARE METAL.
7. WORK FOR THIS ITEM SHALL BE PERFORMED ON WEEKENDS BETWEEN THE HOURS OF 7:00 am AND 5:00 pm.

- GENERAL DESCRIPTION:**
SPACEFRAME SUPPORTS SHALL BE TOP COATED WITH ELASTOMERIC TOP COAT, SUC AS SHERWIN WILLIAMS COMFLEX XL (OR APPROVED EQUAL).
- HORIZONTAL SUPPORTS SHALL BE TOP COATED WITH EXTERIOR GRADE 2-PART EPOXY SEALER AND AN ALIPHATIC POLYURETHANE EXTERIOR FINISH COAT.
- NOTES:**
1. PRIOR TO PREPARING AND PAINTING, THE FIREPROOFED AREA OF THE SPACEFRAME SUBSTRUCTURE, THE CONTRACTOR SHALL COORDINATE WITH HELISTOP AND PARKING OPERATIONS PERSONNEL SO THAT ALL NECESSARY NOTIFICATIONS ARE POSTED WELL IN ADVANCE OF WORK.
 2. THE CONTRACTOR SHALL USE ALL MEANS NECESSARY TO PROTECT EXISTING ELEMENTS OF GARAGE, VEHICLES, WORKERS AND PUBLIC. A MAINTENANCE OF TRAFFIC AND SAFETY PLAN SHALL BE SUBMITTED BY CONTRACTOR AND REVIEWED AND BY CITY STAFF PRIOR TO BEGINNING ANY WORK.
 3. ALL DAMAGED FIREPROOFING MATERIAL SHALL BE REPAIRED PRIOR TO PAINTING. TREATMENT OF DAMAGED FIREPROOFING SHALL BE TO KNOCK OFF FIREPROOFING THAT IS NOT FIRMLY ATTACHED AND HAND PATCHED WITH CAFCO #800 CEMENTITIOUS FIREPROOFING (OR APPROVED EQUAL). FIREPROOFING MATERIAL SHALL BE APPLIED PER MANUFACTURER'S SPECIFICATIONS. THE NEW FIREPROOFING SHALL REQUIRE A MINIMUM OF 2 WEEKS TO DRY.
 4. THE CONTRACTOR SHALL CLEAN EXISTING FIREPROOF SURFACE OF SPACEFRAME SUBSTRUCTURE BY WIPING AND RINSING THE SURFACE WITH WATER. THE FIREPROOF SURFACE SHALL THEN BE HAND DRIED. NO HIGH PRESSURE EQUIPMENT OR ABRASIVE MATERIAL SHALL BE APPLIED TO FIREPROOF SURFACING.
 5. THE CONTRACTOR SHALL ALLOW A MINIMUM OF 24 HOURS DRYING PRIOR TO APPLYING ANY SURFACE COATS.
 6. THE EXTERIOR TOP COAT ON THE HORIZONTAL SUPPORTS SHALL BE TREATED AS FOLLOWS:
FIRST APPLY AN EXTERIOR GRADE 2-PART EPOXY SEALER, SUCH AS SHERWIN WILLIAMS MACROPOXY HS OR AN APPROVED EQUAL. THE SEALER SHALL BE APPLIED AT A MINIMUM DRY FILM THICKNESS OF 7- MILS.
AFTER A MINIMUM OF THREE DAYS TO A MAXIMUM OF OF 14 DAYS, APPLY AN ALIPHATIC POLYURETHANE EXTERIOR FINISH COAT OVER TOP OF THE SEALER. SURFACE COAT SHALL BE SHERWIN WILLIAMS ACROLON 218 HS OR AN APPROVED EQUAL. THE FINISH COAT SHALL BE APPLIED OVER THE SEALER AT A DRY FILM THICKNESS OF 7-MILS.
ALL MATERIALS MUST BE APPLIED IN FULL ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS.
 7. THE CONTRACTOR SHALL PROVIDE A MATERIALS DATA AND SAFETY SHEET FOR EXTERIOR FINISH COAT MATERIAL TO BE USED.
 8. THE ENTIRE PAINTED SPACEFRAME SUBSTRUCTURE SHALL BE PROTECTED FROM ANY AND ALL WEATHER EXPOSURE UNTIL EXTERIOR SURFACE COAT IS ENTIRELY DRY.
 9. WORK FOR THIS ITEM SHALL BE PERFORMED ON WEEKENDS BETWEEN THE HOURS OF 7:00 am AND 5:00 pm.

FINAL APPROVAL	
FLA. REG. ENG. NO.	

DRAWN BY: F.B.	SCALE: NTS
DESIGNED BY: F.B.	DATE: 01/09/07
CHECKED BY:	FIELD BOOK:

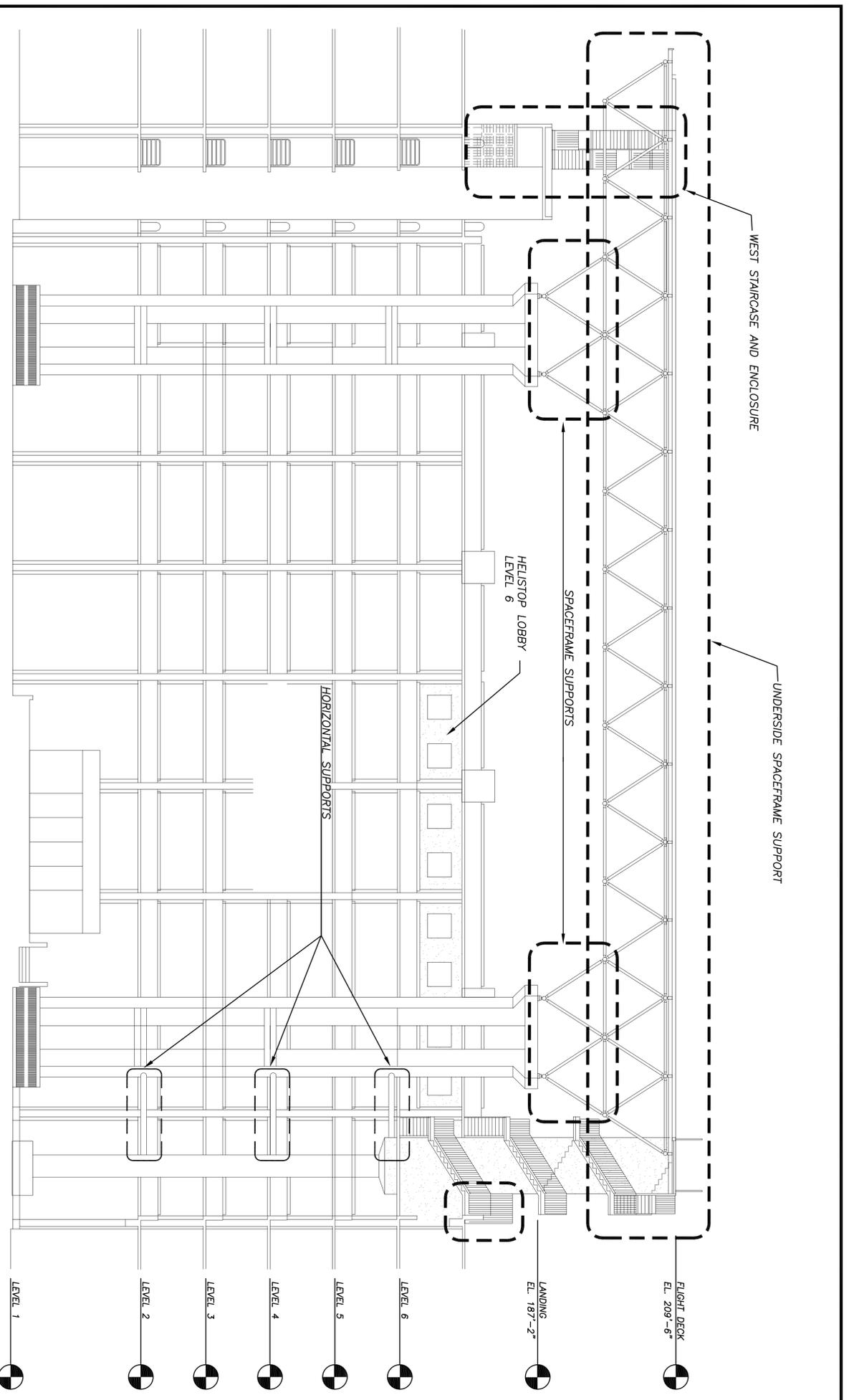
CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
FORT LAUDERDALE, FLORIDA



REVISIONS				
NO.	DATE	BY	CHK'D	DESCRIPTION

PROJECT #
DOWNTOWN HELISTOP
ANNUAL PAINTING CONTRACT
201 SE 2nd AVENUE
WORK AREAS

NO. OF SHEETS: 1
SHEET NO.: 1
CAD FILE NO. 002-004NOTE
FILE NO.



SOUTH ELEVATION
N.T.S.

- WEST STAIRCASE/SECURITY ENCLOSURE/UNDERSIDE DECK:**
1. PRIOR TO PREPARING AND PAINTING THE WEST STAIRCASE THE CONTRACTOR SHALL COORDINATE WITH HELISTOP OPERATIONS PERSONNEL TO HAVE APPROPRIATE NOTIFICATIONS PROVIDED.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR APPLYING SUITABLE COVER UNDER STAIRCASE TO PREVENT ANY AND ALL MATERIALS FROM FALLING DURING PREPARATION AND PAINTING.
 3. ONCE THE STRUCTURE HAS BEEN CLEANED AND PREPARED THE CONTRACTOR SHALL APPLY ONE (1) COAT OF MACROPOXY 920 PREPRIME, B58T101 (OR APPROVED EQUAL); THE COATING SHALL BE APPLIED PER MANUFACTURER'S SPECIFICATIONS AND PROVIDE A MINIMUM THICKNESS OF 1.5-2.0 MILS.

4. CONTRACTOR SHALL STRIPE ALL CORNERS AND ANGLES WITH ONE (1) MACROPOXY HS, B58-400 SERIES (OR APPROVED EQUAL) APPLIED PER MANUFACTURER'S SPECIFICATIONS AND PROVIDE A MINIMUM THICKNESS OF 3.0-6.0 MILS.
5. UPON COMPLETION OF APPLICATION OF PROTECTIVE SURFACE COATS, THE CONTRACTOR SHALL ALLOW REQUIRED TIME TO DRY THEN APPLY ENAMEL (OR APPROVED EQUAL); THE FINISHED COAT SHALL BE APPLIED PER MANUFACTURER'S SPECIFICATIONS AND PROVIDE A MINIMUM THICKNESS OF 2.0-3.0 MILS PER COAT.

6. CORRODED SURFACES SHALL BE BRUSHED FREE FROM ANY PAINT AND RUST RESIDUE PER THE 1991 EDITION OF THE SYSTEMS AND SPECIFICATIONS VOLUME 2, PREPARED BY THE STEEL STRUCTURES PAINTING COUNCIL, SSPC-SP11 POWER TOOL CLEANING TO BARE METAL.
7. WORK ON THESE STRUCTURES SHALL BE PERFORMED ON WEEKENDS BETWEEN THE HOURS OF 7:00am TO 4:00pm.

SPACEFRAME/HORIZONTAL SUPPORTS:
SPACEFRAME SUPPORTS SHALL BE TOP COATED WITH ELASTOMERIC TOP COAT, SUCH AS SHERWIN WILLIAMS CONFLX XL (OR APPROVED EQUAL). HORIZONTAL SUPPORTS SHALL BE TOP COATED WITH EXTERIOR GRADE 2-PART EPOXY SEALER AND AN ALIPHATIC URETHANE GLOSS ENAMEL, DEVTHANE 379UVA (OR APPROVED EQUAL).

NOTES:

1. PRIOR TO PREPARING AND PAINTING THE FIREPROOFED AREA OF THE SPACEFRAME SUBSTRUCTURE THE CONTRACTOR SHALL COORDINATE WITH HELISTOP AND PARKING OPERATIONS PERSONNEL SO THAT ALL NECESSARY NOTIFICATIONS ARE POSTED WELL IN ADVANCE OF WORK.
2. THE CONTRACTOR SHALL USE ALL MEANS NECESSARY TO PROTECT EXISTING ELEMENTS OF GARAGE, VEHICLES, WORKERS AND PUBLIC. A MAINTENANCE OF TRAFFIC AND SAFETY PLAN SHALL BE SUBMITTED BY CONTRACTOR AND REVIEWED AND BY CITY STAFF PRIOR TO BEGINNING ANY WORK.
3. ALL DAMAGED FIREPROOFING MATERIAL SHALL BE REPAIRED PRIOR TO PAINTING. TREATMENT OF DAMAGED FIREPROOFING SHALL BE TO KNOCK OFF FIREPROOFING THAT IS NOT FIRMLY ATTACHED AND HAND PATCH WITH CAFCO #800 CEMENTIOUS FIREPROOFING (OR APPROVED EQUAL). FIREPROOFING MATERIAL SHALL BE APPLIED PER MANUFACTURER'S SPECIFICATIONS. THE NEW FIREPROOFING SHALL REQUIRE A MINIMUM OF 2 WEEKS TO DRY.
4. THE CONTRACTOR SHALL CLEAN EXISTING FIREPROOF SURFACE OF SPACEFRAME SUBSTRUCTURE BY WIPING AND RINSING THE SURFACE WITH WATER. THE FIREPROOF SURFACE SHALL THEN BE HAND DRIED. NO HIGH PRESSURE EQUIPMENT OR ABRASIVE MATERIAL SHALL BE APPLIED TO FIREPROOF SURFACING.
5. THE CONTRACTOR SHALL ALLOW A MINIMUM OF 24 HOURS DRYING PRIOR TO APPLYING ANY SURFACE COATS.
6. THE EXTERIOR TOP COAT ON THE HORIZONTAL SUPPORTS SHALL BE TREATED AS FOLLOWS:

FIRST APPLY AN EXTERIOR GRADE 2-PART EPOXY SEALER, SUCH AS SHERWIN WILLIAMS MACROPOXY HS OR AN APPROVED EQUAL. THE SEALER SHALL BE APPLIED AT A MINIMUM DRY FILM THICKNESS OF 7- MILS.

AFTER A MINIMUM OF THREE DAYS TO A MAXIMUM OF OF 14 DAYS, APPLY AN ALIPHATIC URETHANE GLOSS ENAMEL, EXTERIOR FINISH COAT OVER TOP OF THE SEALER. SURFACE COAT SHALL BE SHERWIN WILLIAMS DEVTHANE 379UVA (OR AN APPROVED EQUAL).

ALL MATERIALS MUST BE APPLIED IN FULL ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS.
7. THE CONTRACTOR SHALL PROVIDE A MATERIALS DATA AND SAFETY SHEET FOR EXTERIOR FINISH COAT MATERIAL TO BE USED.
8. THE ENTIRE PAINTED SPACEFRAME SUBSTRUCTURE SHALL BE PROTECTED FROM ANY AND ALL WEATHER EXPOSURE UNTIL EXTERIOR SURFACE COAT IS ENTIRELY DRY.
9. WORK ON THESE STRUCTURES SHALL BE PERFORMED ON WEEKEND BETWEEN THE HOURS OF 7:00 am AND 4:00 pm.

<p>CAD FILE NO. 002-004NOTE FILE NO.</p>	<p>SHEET NO.: 1</p>	<p>NO. OF SHEETS: 1</p>	<p>PROJECT # DOWNTOWN HELISTOP ANNUAL PAINTING CONTRACT 201 SE 2nd AVENUE WORK AREAS</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4">REVISIONS</th> </tr> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REVISIONS				NO.	DATE	BY	DESCRIPTION									<p>CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION FORT LAUDERDALE, FLORIDA</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">DRAWN BY: F.B.</td> <td style="width: 33%;">SCALE: NTS</td> <td style="width: 33%;">FINAL APPROVAL</td> </tr> <tr> <td>DESIGNED BY: F.B.</td> <td>DATE: 04/07/08</td> <td>FLA. REG. ENG. NO.</td> </tr> <tr> <td>CHECKED BY:</td> <td>FIELD BOOK:</td> <td> </td> </tr> </table>	DRAWN BY: F.B.	SCALE: NTS	FINAL APPROVAL	DESIGNED BY: F.B.	DATE: 04/07/08	FLA. REG. ENG. NO.	CHECKED BY:	FIELD BOOK:	
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CHECKED BY:	FIELD BOOK:																														

QUESTIONNAIRE SHEET

PLEASE PRINT OR TYPE:

Firm Name:

President:

Business Address:

Telephone: Fax:

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):

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?

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

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

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?

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.

<u>NAME</u>	<u>RELATIONSHIPS</u>
-	

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:
(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/doc/>).

Address:

City State: Zip

Telephone No. FAX No.

E-MAIL:

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

Payment Terms (section 1.03): Total Bid Discount (section 1.04):

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>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

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.

\$

(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.

\$

(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.

\$ /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.

\$ 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.

\$ Lump Sum

Question and Answers for Bid #282-10019 - Painting Contractor for Fort Lauderdale Downtown
Helistop - Rebid

Overall Bid Questions

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