

OKEECHOBEE COUNTY

ROAD STRIPPING AND MARKING SERVICES



RFP 2017 - 10

Due May 24, 2017

Room 123
304 NW 2nd Street
Okeechobee, FL
34972

INSTRUCTIONS TO BIDDERS

In order to be considered responsive,
Bids must be made in accordance with these Instructions to Bidders.

1. **EXAMINATION OF REQUEST FOR PROPOSALS (RFP):** It is the responsibility of each Bidder before submitting a bid to: examine the RFP documents and specifications thoroughly; and consider federal, state and local laws and in particular FDOT regulations and local conditions that may affect cost, progress, or performance of the work.
2. **QUESTIONS:** Submit in writing all questions about the RFP documents to Lee Evett at levett@co.okeechobee.fl.us by COB on May 17, 2017. If necessary, an addendum will be sent to all Bidders that are on file as having received a Bid Package.
3. **BID PACKAGE:** Bids shall be made in the manner set forth herein. The Bid Form shall consist of: the cost of the goods and/or services; identification of any and all subcontractors and Project Team Members, including professional resumes and applicable licensure or registration information as set forth in the RFP Documents. Bids submitted after the time and date specified in paragraph 5 will not be considered and will be returned.
4. **SUBMITTAL:** Submit entire Bid **(one (1) original and two (2) copies)** in a sealed envelope. Identify the envelope with the project name and name of Bidder. Submit Bid Package in accordance with the RFP Advertisement. It is the responsibility of the Bidders to ensure that the Bid Package is complete and received at the proper time and location.
5. **BID OPENING:** Bids will be publicly opened at 3:00 p.m. on May 24, 2017 in Room 222 of the Historic Courthouse, 304 NW 2nd Street, Okeechobee, FL 32972.
6. **STANDARD OF QUALIFICATION:** All awards made by the County shall consider whether the prospective contractor meets the standard of qualification. Factors to be considered in determining whether the standard of qualification has been met shall include whether a prospective contractor has:
 - (1) available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to meet all contractual requirements;
 - (2) a satisfactory record of performance;
 - (3) the legal ability to contract with the County; and
 - (4) supplied all necessary information in connection with the inquiry concerning responsibility including but not limited to any licenses, permits, or organization papers required.

The prospective contractor shall supply information that may be requested by the County concerning the qualification of such contractor. If such contractor fails timely to supply the requested information, the County shall base the determination of qualification upon any available information, or may find the prospective contractor non-qualified.

7. AWARD: Award of the bid will be based on the overall low bid. All bid items that are part of the basis of award must be bid at a fair and reasonable price; failure to do so may cause the bid to be considered non-responsive. Contractors must bid on all items for the bid to be considered responsive.
8. RESERVATION OF RIGHTS: The Okeechobee Board of County Commissioners reserves the right to waive any informality or irregularities in any Proposal received, or reject any and/or all Proposals, or re-advertise. The County reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability to the County. For and in consideration of the County considering Proposal submitted, the Bidder, by submitting its Proposal, expressly waives any claim to damages, of any kind whatsoever, in the event the County exercises its rights to cancel the award in accordance herewith. In the event only one responsive proposal is received, the County reserves the right to award to the sole Bidder, re-advertise the request for proposals, or elect not to proceed. The Okeechobee County Board of County Commissioners reserves the right to select, from among the various proposal alternates, if requested, those alternates to be included in the final contract as well as the right and option to award or re-solicit proposal alternates in any sequence or at anytime deemed to be in the best interest of the County.
9. EXECUTION OF CONTRACT: The contract between the successful Bidder and the County shall be in the form of an "Independent Contractor's Agreement". The successful Bidder shall assist and cooperate with the County in executing the Contract, and within fourteen (14) calendar days following its presentation shall execute and return same to County along with the Insurance Certificates and any other documentation that may be required by the Contract Documents. Term shall be for a period of three (3) years and may be renewed for one (1) additional two (2) year term upon mutual written consent of the parties.
10. AVAILABILITY OF FUNDS: The obligation of Okeechobee County to enter into the Contract with the successful Bidder is subject to the availability of funds lawfully appropriated for the services requested by the Okeechobee Board of County Commissioners.
11. PUBLIC ENTITY CRIMES: Pursuant to Florida Statutes section 287.133(2)(a), all Bidders are hereby notified that 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 proposal on a contract to provide any goods or services to a public entity, may not submit proposals 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.
12. TAXES: Cost of all sales and other taxes for which the Bidder is liable under the

contract shall be included in the bid submittal.

13. PUBLIC RECORD LAWS

(a) The contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County

(c) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIASON OFFICER
OKEECHOBEE COUNTY
304 NW 2ND STREET
OKEECHOBEE, FLORIDA 32972
TELEPHONE: (863) 763-6441 Ext. 1
EMAIL: PUBLICRECORDS@CO.OKEECHOBEE,FL.US**

'END OF INSTRUCTIONS TO PROPOSERS

BID
FORM

The Okeechobee Board of County Commissioners (BOCC) invites qualified and experienced contractors to submit a Proposal to provide Road Stripping and Marking Services for Okeechobee County.

The Undersigned, having carefully and to our full satisfaction examined the RFP Documents for: ROAD STRIPPING AND MARKING SERVICES - and hereby proposes to furnish same as follows:

PROPOSAL GUARANTY: A certified or cashier's check on a National or State Bank, or a bid bond executed by a fully authorized surety acceptable to the County, for five thousand (\$5,000) made payable to the BOCC, shall accompany each Proposal as guarantee that the Bidder will, if award is made, promptly enter into an agreement to do the work and furnish the proposed performance, payment bonds or Letter of Credit. The guaranty shall be forfeited as liquidated damages if, in the event this Proposal is accepted, the undersigned shall fail to execute the contract and furnish satisfactory contract bond under the conditions and within the time specified in the bid documents. If a check is proffered it will be cashed by the Clerk and the funds held until the successful bidder executes the contract and furnishes the necessary performance bond. Upon completion of these requirements, the funds will be returned by the Clerk.

SCOPE OF WORK: The Scope of Work will include all road stripping and marking, as requested by Okeechobee County. All work performed under this bid shall be governed by the latest editions (now in force or hereinafter adopted) of the following:

- Florida Department of Transportation Standard Specifications for Road and Bridge Construction
- Florida Department of Transportation Design Standards
- Manual on Uniform Traffic Control Devices (MUTCD)

Contract unit prices shall include the following:

- All cleaning and preparing of the roadway surfaces
- Layout of Markings on new or resurfaced roadways
- Furnishing of all materials
- Application, curing and protection of all units and items
- Furnishing all tools, machines, equipment, and all incidentals necessary to perform the work
- Removal of all temporary markings and/or RPM's prior to installing the markings
- All cleanup and proper disposal of waste and materials

The Contractor will be responsible for setting up their own Maintenance of Traffic (MOT) in accordance with the applicable F.D.O.T Index 600 series. The Contractor will be responsible for having all necessary equipment and flaggers in place on the project before the work commences. Payment for MOT is incidental to the line items. Lane closure requests must be submitted by the Contractor and approved by the County prior to commencing the work. Lane closures may be restricted on certain roads during peak hours.

All work must be initiated at the project location designated by the County within 5 working days of the request.

EXPERIENCE AND QUALIFICATIONS: The Contractor (individual or firm) proposing to provide services under this solicitation shall have a minimum of three (3) years documented experience in road Stripping and Marking.

PAYMENT PROVISIONS: The work will be performed on a project by project basis and invoiced within 10 working days of each project's completion. Contractor shall, without additional compensation, correct and revise any errors, omission, or other deficiencies in his work product, services or materials arising from the error or omission or negligent act of Contractor.

INSURANCE: Contractor shall agree to maintain such insurance as will fully protect both Contractor and the County from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from other claims for damage to property, or for personal injury, including death, that may arise from operations under this contract, either by Contractor, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

The insurance required by the terms of this Agreement shall in no event be less than: **(a) Worker's Compensation:** Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal law. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease; **(b) Commercial General Liability (CGL) - Occurrence Form Required:** Contractor shall maintain CGL insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. GCL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.) ; **(c) Commercial Automobile Liability Insurance:** Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage. The Contractor shall furnish the County with Certificates of Insurance. The Certificates are to be signed by a person authorized by the insurer to bind coverage on its behalf. The County is to be specifically included as an additional named insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the term of the resulting contract, a renewal certificate shall be issued not less than 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the County before the commencement of any work activities.

CONTRACT DURATION: The duration of the contract shall be for three (3) years; however, the County may elect to extend the contract up to one (1), two (2) year term for a maximum duration of five (5) years under this solicitation. To request an extension at the end of the contract period the Contractor shall submit a request to extend this contract. If the County is satisfied with the service provided under this contract, the County may renew the contract by issuing an extension.

TERMINATION:

TERMINATION AT WILL: This Agreement may be terminated by the County at any time without cause by the County giving written notice to Contractor with not less than 30 days' notice; provided, that this provision shall not be construed to relieve either party from its rights or obligations through the date of the actual termination. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

TERMINATION FOR CAUSE: This Agreement may be terminated by either party for cause by the County or Contractor giving written notice to the other party with not less than 10 days' notice; provided, that this provision shall not be construed to relieve either party from its rights or obligation through the date of actual termination. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

CONTENT OF BID: The Bid shall include the attached form to provide basic information, plus any other information that the Bidder wishes to include, such as a letter of interest, company brochure, list of recently performed traffic signal work, resumes, etc. Below are items the County needs to properly evaluate the Bidders ability to perform under this RFP:

Contractor's Experience And Capability	Technical knowledge; experience and familiarity with traffic marking, ability to perform work properly and in a timely manner.
Contractor's Reliability And Response	Ability to respond timely and dependably, based primarily on reports from job references; this item includes travel distance.
Contractor's Approach and Performance Methodology	Approach that the Bidder will take to respond to this bids' needs; willingness to dedicate skilled personnel to do the work.
Cost	Based on submitted labor and material cost.

The County reserves the right to waive any informalities, to reject any of all Bids or to re-advertise. Award, if made, will be to the responsible Bidder whose Proposal is responsive to the invitation and is most advantageous to the County, cost and other factors considered.

BID SHEET

Having become familiar with the site conditions of the project, and having carefully examined the Bidding requirements; including the Advertisement and Instructions to Bidders. The County reserves the right to increase/decrease the quantities throughout this contract. The undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following unit prices quoted in this Bid Proposal as follows:

Item #	Description	Units	Unit Price per LF or Each
Paint Stripes and Markings			
1	4" Skip Stripe 1:3 Ratio Yellow or White	Linear Feet	\$
2	4" Solid White Stripe	Linear Feet	\$
3	6" Skip Stripe 1:3 Ratio Yellow or White	Linear Feet	\$
4	6" Solid White Stripe	Linear Feet	\$
5	8" Solid White Stripe	Linear Feet	\$
6	12" Solid White Stripe	Linear Feet	\$
7	18" Solid White Stripe	Linear Feet	\$
8	24" Solid White Stripe	Linear Feet	\$
9	Blackout	Linear Feet	\$
10	Stop Bars 24"	Each	\$
11	Stop (Word)	Each	\$
12	Yield (Word)	Each	\$
13	Diamond	Each	\$
14	Bike (Symbol)	Each	\$
15	School (Word)	Each	\$
16	R x R (6" x 6')	Each	\$
17	R x R (16" x 20')	Each	\$
18	Handicap Symbol	Each	\$

Item #	Description	Units	Unit Price per LF or Each
Thermoplastic Stripes and Markings			
1	4" Skip Stripe 1:3 Ratio Yellow or White	Linear Feet	\$
2	4" Solid White Stripe	Linear Feet	\$
3	6" Skip Stripe 1:3 Ratio Yellow or White	Linear Feet	\$
4	6" Solid White Stripe	Linear Feet	\$
5	8" Solid White Stripe	Linear Feet	\$
6	12" Solid White Stripe	Linear Feet	\$
7	18" Solid White Stripe	Linear Feet	\$
8	24" Solid White Stripe	Linear Feet	\$
9	Blackout	Linear Feet	\$
10	Stop Bars 24"	Each	\$
11	Stop (Word)	Each	\$

12	Yield (Word)	Each	\$
13	Diamond	Each	\$
14	Bike (Symbol)	Each	\$
15	School (Word)	Each	\$
16	R x R (6" x 6')	Each	\$
17	R x R (16" x 20')	Each	\$
18	Handicap Symbol	Each	\$

Item #	Description	Units	Unit Price per LF or Each
High Build Paint			
1	4" White Skip Stripe	Linear Feet	\$
2	4" Solid White Stripe	Linear Feet	\$
3	6" White Skip Stripe	Linear Feet	\$
4	6" Solid White Stripe	Linear Feet	\$
5	4" Solid Yellow Stripe	Linear Feet	\$
6	4" Yellow Skip Stripe	Linear Feet	\$
7	6" Solid Yellow Stripe	Linear Feet	\$
8	6" Yellow Skip Stripe	Linear Feet	\$

Item #	Description	Units	Unit Price per LF or Each
Hot Spray Thermoplastic			
1	4" White Skip Stripe	Linear Feet	\$
2	4" Solid White Stripe	Linear Feet	\$
3	6" White Skip Stripe	Linear Feet	\$
4	6" Solid White Stripe	Linear Feet	\$
5	4" Solid Yellow Stripe	Linear Feet	\$
6	4" Yellow Skip Stripe	Linear Feet	\$
7	6" Solid Yellow Stripe	Linear Feet	\$
8	6" Yellow Skip Stripe	Linear Feet	\$

Item #	Description	Units	Unit Price per LF or Each
Miscellaneous Items			
1	Line Removal, Paint and Thermo - Grinding	Linear Feet	\$
2	Stop Bar Removal - Grinding	Each	\$
3	RPM's - Yellow, White, Red	Each	\$

Total of all above items \$ _____

REFERENCES:

Year(s) Performed: _____

Reference Name(s) _____

Telephone Number _____

Description of Work _____

Year(s) Performed: _____

Reference Name(s) _____

Telephone Number _____

Description or Work: _____

Year(s) Performed:

Reference Name(s) _____

Telephone Number _____

Description of Work _____

Information you would like to provide regarding your experience and capability, reliability, response and approach and performance methodology:

Please note that it is incumbent upon proposers to provide information in sufficient detail to allow an informed decision process.

SUBCONTRACTORS

Below, the Bidder shall list all subcontractors to be used on this project.

NAME/COMPANY	ADDRESS	PHONE NUMBER
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

By submission of this Proposal, the undersigned certifies that this Proposal is made in good faith and has been arrived at independently, without collusion, consultation, communication or agreement as to any matter relating to this Proposal with any other Bidder.

During the preparation of this Bid, the following Addendums, if any, were received:

No.: _____ Date Received: _____

- Submitted by:

Company Name (Print)

Phone/ Fax Number

Company Address (Print)

By: _____
Signature

Name and Title (Print)

Contractor's License Number

Federal Tax 1.0. Number

Please attach a W-9 form