



**CITY OF FORT WORTH PURCHASING DIVISION**  
**INVITATION TO BID NO. 09-0203**  
**TRAFFIC MARKING MATERIAL AND SERVICES**  
**BID OPENING DATE: January 7, 2010**

For further information contact: La'Kita Slack, Buyer (817) 392-8314  
 FAX (817) 392-8440; E-mail address: [lakita.slack@fortworthgov.org](mailto:lakita.slack@fortworthgov.org)

**INSTRUCTIONS TO BIDDERS**

Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this Solicitation. **Bids must be received in the Purchasing Office by 1:30 p.m. Thursday, January 7, 2010**, and then publicly opened and read aloud at 2:00 PM in the Council Chambers. **Bids must be returned in a sealed envelope, addressed to the Purchasing Manager, City of Fort Worth and have the bid number, closing date, and company name clearly marked on the outside envelope. Bids should be delivered to the Purchasing Division:**

**Mail or Hand Deliver To: Purchasing Division, Lower Level, Municipal Building**  
**1000 Throckmorton Street**  
**Fort Worth, Texas 76102**

\*Bids to be delivered by special courier (i.e. Federal Express, Special Delivery etc.) are to be marked **“BID MUST BE DELIVERED TO PURCHASING DIVISION BEFORE 1:30 P.M.”** in order to be considered. Late bids will be returned; they will not be opened nor considered in the evaluation of the bid. Bids may be withdrawn at any time prior to the official opening. Bids may not be altered, amended or withdrawn after the official opening.

The undersigned agrees, if the bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid will be 90 calendar days after the bid opening date unless the bidder submits a different date. (\_\_\_\_\_ days). I have read and agreed with the attached Terms and Conditions, Instruction to Bidders and the Invitation to Bid requirements.

Company Name and Address	Company's Authorized Agent
Signature:	
Federal ID Number(TIN) or	Name and Title (Typed or Printed)
Social Security Number and Legal	
Telephone Number	Date:
Fax Number	Email address:

**Cooperative Purchasing:** Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply? Yes\_\_\_\_\_ No\_\_\_\_\_

If you, the bidder checked “Yes”, the following will apply: Governmental entities within Tarrant County utilizing Inter-Governmental Contracts with the City of Fort Worth will be eligible, but not obligated, to purchase material/services under this contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the city of Fort Worth will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Fort Worth will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order its own material/services as needed.

Jack Dale, C.P.M., CPPB  
 Purchasing Manager



## HOW TO REGISTER WITH THE CITY OF FORT WORTH

- ⇒ Visit [www.fortworthgov.org](http://www.fortworthgov.org)
- ⇒ Click on **Departments**
- ⇒ Choose **Become A Vendor**
- ⇒ Review **Terms & Conditions**
- ⇒ Click **I Accept These Terms** to proceed
- ⇒ At next screen, click **No, I Want to Register**
- ⇒ Click **Register**
- ⇒ The first registration pop-up asks for your Federal ID# or Social Security Number and your company name. The company name **MUST** be the proper organization name and the same as on invoices you would present for payment to the City of Fort Worth.
- ⇒ Follow through the screens by clicking **Continue/Save** at the bottom of each screen. The last screen will ask for your **commodities** (products and/or services that can be provided to the City). This information is used to send quotes/bid opportunities to you by email and is also required in order to keep your account active.
- ⇒ Enter a key word search for unknown commodity codes (example: janitorial)
- ⇒ An email address is required to register online
- ⇒ If you selected "Certified Minority" you will be requested to provide a copy of your Minority/Woman Owned Business certification.
- ⇒ Email a copy of your company's IRS W-9 form to the City's vendor registration administrator at [PurchasingBSO@fortworthgov.org](mailto:PurchasingBSO@fortworthgov.org). Your registration will not be activated until a completed W-9 is received and verified. Completed W-9s may also be faxed to the vendor registration administrator at 817-392-7254.

Congratulations, you've registered!!  
You will receive an email with your registration confirmation.

**For any changes/edits to your vendor profile please email the vendor registration administrator at [PurchasingBSO@fortworthgov.org](mailto:PurchasingBSO@fortworthgov.org).**

**CITY OF FORT WORTH  
PAVEMENT MARKING SERVICES BID SHEET**

**09-0203 TRAFFIC MARKINGS AND SERVICES**

<b>LINE ITEM</b>	<b>TYPE OF MARKING</b>	<b>APPROX. AMOUNT TO BE INSTALLED</b>	<b>INSTALLATION COST PER LINEAR FOOT</b>	<b>SEALER COST PER LINEAR FOOT</b>		<b>EXTENDED COST</b>
1.	YELLOW SKIP CENTERLINE	50,000	\$ -	\$ -		\$ -
2.	SINGLE-SOLID CENTERLINE	40,000	\$ -	\$ -		\$ -
3.	DOUBLE-SOLID CENTERLINE	220,500	\$ -	\$ -		\$ -
4.	TWO-WAY LEFT TURN	40,000	\$ -	\$ -		\$ -
5.	LANE LINES	110,250	\$ -	\$ -		\$ -
6.	SINGLE-SOLID TURN SLOT	10,000	\$ -	\$ -		\$ -
7.	DOUBLE-SOLID TURN SLOT	10,000	\$ -	\$ -		\$ -
8.	EDGELINES (YELLOW)	10,000	\$ -	\$ -		\$ -
9.	EDGELINES (WHITE)	200,000	\$ -	\$ -		\$ -
10.	DOTS	2,000	\$ -	\$ -		\$ -

**THERMOPLASTIC, HOT-APPLIED, SPRAY, REMOVAL (PRICE QUOTED SHALL ONLY BE FOR THE THERMOPLASTIC REMOVAL. THE COST OF REMOVING THE RAISED MARKERS SHALL BE REFLECTED IN LINES 83-94)**

<b>LINE ITEM</b>	<b>TYPE OF MARKING</b>	<b>APPROX. AMOUNT OF PERMANENT MARKING TO BE REMOVED</b>	<b>REMOVAL COST PER LINEAR FOOT</b>			<b>EXTENDED COST</b>
11.	YELLOW SKIP CENTERLINE	22,000	\$ -			\$ -
12.	SINGLE-SOLID CENTERLINE	36,000	\$ -			\$ -
13.	DOUBLE-SOLID CENTERLINE	50,000	\$ -			\$ -

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14.	TWO-WAY LEFT TURN	5,000	\$ -			\$ -
15.	LANE LINES	24,500	\$ -			\$ -
16.	SINGLE-SOLID TURN SLOT	900	\$ -			\$ -
17.	DOUBLE-SOLID TURN SLOT	900	\$ -			\$ -
18.	EDGELINES (YELLOW)	1000	\$ -			\$ -
19.	EDGELINES (WHITE)	30,000	\$ -			\$ -
20.	DOTS	1,600	\$ -			\$ -

**THERMOPLASTIC, HOT-APPLIED, EXTRUDED, APPLICATION**

LINE ITEM	TYPE OF MARKING	APPROX. AMOUNT TO BE INSTALLED	INSTALLATION COST PER LINEAR FOOT	SEALER COST PER LINEAR FOOT		EXTENDED COST
21.	CROSSWALKS 12'	20,000	\$ -	\$ -		\$ -
22.	CROSSWALKS 24"	4,000	\$ -	\$ -		\$ -
23.	STOPLINES 24"	8,000	\$ -	\$ -		\$ -

**THERMOPLASTIC, HOT-APPLIED, EXTRUDED, REMOVAL**

LINE ITEM	TYPE OF MARKING	APPROX. AMOUNT OF PERMANENT MARKING TO BE REMOVED	REMOVAL COST PER LINEAR FOOT			EXTENDED COST
24.	CROSSWALKS 12'	15,000	\$ -			\$ -
25.	CROSSWALKS 24"	4,000	\$ -			\$ -
26.	STOPLINES 24"	8,000	\$ -			\$ -

**PERFORMED POLYMEY TAPE MEETING TO EXCEEDING THE SPECIFICATIONS FOR SWARCO  
DIRECTOR 35, TRANSVERSE LINES, APPLICATION**

**CITY OF FORT WORTH  
PAVEMENT MARKING SERVICES BID SHEET**

<b>LINE ITEM</b>	<b>TYPE OF MARKING</b>	<b>APPROX. AMOUNT TO BE INSTALLED</b>	<b>INSTALLATION COST PER LINEAR FOOT</b>			<b>EXTENDED COST</b>
27.	CROSSWALKS 12'	8,000	\$ -			\$ -
28.	CROSSWALKS 24"	4,000	\$ -			\$ -
29.	STOPLINES 24"	8,000	\$ -			\$ -

**PREFORMED POLYMER TAPE MEETING OR EXCEEDING THE SPECIFICATIONS FOR SWARCO DIRECTOR 35, LEGENDS, APPLICATION**

<b>LINE ITEM</b>	<b>TYPE OF MARKING</b>	<b>APPROX. QTY TO BE INSTALLED</b>	<b>COST FOR APPLICATION EACH</b>			<b>EXTENDED COST</b>
30.	SET OF 6' RAILROAD R'S WITH 20' BY 18" CROSSBUCK AND SET OF 24" TRANSVERSE LINES	60	\$ -			\$ -
31.	8' RIGHT OR LEFT ARROW	80	\$ -			\$ -
32.	8' STRAIGHT ARROW	40	\$ -			\$ -
33.	8' COMBINATION ARROW STRAIGHT/RIGHT OR LEFT	40	\$ -			\$ -
34.	8' "ONLY"	60	\$ -			\$ -
35.	8' DESIGNATED LANE DIAMOND	40	\$ -			\$ -
36.	8' "BUS LANE"	60	\$ -			\$ -
37.	BICYCLE LANE LEGEND	100	\$ -			\$ -

**PREFORMED POLYMER TAPE MEETING OR EXCEEDING SPECIFICATIONS FOR 3M HIGH PERFORMANCE TAPE SERIES 3801 ES, TRANSVERSE LINES, APPLICATION**

<b>LINE ITEM</b>	<b>TYPE OF MARKING</b>	<b>APPROX. AMOUNT TO BE INSTALLED</b>	<b>INSTALLATION COST PER LINEAR FOOT</b>			<b>EXTENDED COST</b>
38.	CROSSWALKS 12'	5,000	\$ 9.00			\$ 45,000.00
39.	CROSSWALKS 24"	3,000	\$ 18.00			\$ 54,000.00

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40.	STOPLINES 24"	5,000	\$ 18.00			\$ 90,000.00
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**PERFORMED POLYMER TAPE MEETING OR EXCEEDING THE SPECIFICATIONS FOR 3M HIGH PERFORMANCE TAPE SERIES 3801 ES, LEGENDS, APPLICATION**

LINE ITEM	TYPE OF MARKING	APPROX. QTY TO BE INSTALLED	COST FOR APPLICATION EACH			EXTENDED COST
41.	SET OF 6' RAILROAD R'S WITH 20' BY 18" CROSSBUCK AND SET OF 24" TRANSVERSE LINES	30	\$ -			\$ -
42.	8' RIGHT OR LEFT ARROW	40	\$ -			\$ -
43.	8' STRAIGHT ARROW	20	\$ -			\$ -
44.	8' COMBINATION ARROW STRAIGHT/RIGHT OR LEFT	20	\$ -			\$ -
45.	8' "ONLY"	30	\$ -			\$ -
46.	8' DESIGNATED LANE DIAMOND	20	\$ -			\$ -
47.	8' "BUS LANE"	50	\$ -			\$ -
48.	BICYCLE LANE LEGEND	20	\$ -			\$ -

**PERFORMED POLYMER TAPE, TRANSVERSE LINES, REMOVAL**

LINE ITEM	TYPE OF MARKING	APPROX. AMOUNT OF PERMANENT MARKING TO BE REMOVED	REMOVAL COST PER LINEAR FOOT			EXTENDED COST
49.	CROSSWALKS 12'	2,800	\$ -			\$ -
50.	CROSSWALKS 24"	3,000	\$ -			\$ -
51.	STOPLINES 24"	5,000	\$ -			\$ -

**PERFORMED POLYMER TAPE, LEGENDS, REMOVAL**

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<b>LINE ITEM</b>	<b>TYPE OF MARKING</b>	<b>APPROX. QTY OF PERMANENT MARKING TO BE REMOVED</b>	<b>REMOVAL COST FOR EACH</b>			<b>EXTENDED COST</b>
52.	SET OF 6' RAILROAD R'S WITH 20' BY 18" CROSSBUCK AND SET OF 24" TRANSVERSE LINES	50	\$ -			\$ -
53.	8' RIGHT OR LEFT ARROW	40	\$ -			\$ -
54.	8' STRAIGHT ARROW	20	\$ -			\$ -
55.	8' COMBINATION ARROW STRAIGHT/RIGHT OR LEFT	30	\$ -			\$ -
56.	8' "ONLY"	30	\$ -			\$ -
57.	8' DESIGNATED LANE DIAMOND	30	\$ -			\$ -
58.	8' "BUS LANE"	30	\$ -			\$ -
59.	BICYCLE LANE LEGEND	30	\$ -			\$ -

**PREFORMED HEAT-ACTIVATED THERMOPLASTIC TAPE, TRANSVERSE LINES, APPLICATION**

<b>LINE ITEM</b>	<b>TYPE OF MARKING</b>	<b>APPROX. AMOUNT TO BE INSTALLED</b>	<b>INSTALLATION COST PER LINEAR FOOT</b>			<b>EXTENDED COST</b>
60.	CROSSWALKS 12'	2,800	\$ -			\$ -
61.	CROSSWALKS 24"	3,000	\$ -			\$ -
62.	STOPLINES 24"	7,000	\$ -			\$ -

**PREFORMED HEAT-ACTIVATED THERMOPLASTIC TAPE, LEGENDS, APPLICATION**

<b>LINE ITEM</b>	<b>TYPE OF MARKING</b>	<b>APPROX. QTY TO BE INSTALLED</b>	<b>COST FOR APPLICATION EACH</b>			<b>EXTENDED COST</b>
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63.	SET OF 6' RAILROAD R'S WITH 20' BY 18" CROSSBUCK AND SET OF 24" TRANSVERSE LINES	60	\$ -			\$ -
64.	8' RIGHT OR LEFT ARROW	30	\$ -			\$ -
65.	8' STRAIGHT ARROW	20	\$ -			\$ -
66.	8' COMBINATION ARROW STRAIGHT/RIGHT OR LEFT	30	\$ -			\$ -
67.	8' "ONLY"	30	\$ -			\$ -
68.	8' DESIGNATED LANE DIAMOND	20	\$ -			\$ -
69.	8' "BUS LANE"	20	\$ -			\$ -
70.	BICYCLE LANE LEGEND	80	\$ -			\$ -

**PREFORMED HEAT-ACTIVATED THERMOPLASTIC TAPE, TRANSVERSE LINES, REMOVAL**

LINE ITEM	TYPE OF MARKING	APPROX. QTY TO BE REMOVED	REMOVAL COST PER LINEAR FOOT			EXTENDED COST
71.	CROSSWALKS 12'	1,800	\$ -			\$ -
72.	CROSSWALKS 24"	2,000	\$ -			\$ -
73.	STOPLINES 24"	4,000	\$ -			\$ -

**PREFORMED HEAT-ACTIVATED THERMOPLASTIC TAPE, LEGENDS, REMOVAL**

LINE ITEM	TYPE OF MARKING	APPROX. QTY TO BE REMOVED	COST FOR REMOVAL EACH			EXTENDED COST
74.	SET OF 6' RAILROAD R'S WITH 20' BY 18" CROSSBUCK AND SET OF 24" TRANSVERSE LINES	30	\$ -			\$ -
75.	8' RIGHT OR LEFT ARROW	20	\$ -			\$ -
76.	8' STRAIGHT ARROW	10	\$ -			\$ -

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77.	8' COMBINATION ARROW STRAIGHT/RIGHT OR LEFT	20	\$ -			\$ -
78.	8' "ONLY"	20	\$ -			\$ -
79.	8' DESIGNATED LANE DIAMOND	20	\$ -			\$ -
80.	8' "BUS LANE"	20	\$ -			\$ -
81.	BICYCLE LANE LEGEND	20	\$ -			\$ -

**RAISED MARKERS, NEW INSTALLATION**

LINE ITEM	TYPE OF MARKING	APPROX. QTY OF NON-REFLECTIVE MARKERS	INSTALLATION COST PER NON-REFLECTIVE MARKER	APPROX. QTY OF REFLECTIVE MARKERS	INSTALLATION COST PER REFLECTIVE MARKER	EXTENDED COST
82.	SKIP-YELLOW CENTERLINE	12,000	\$ -	3,500	\$ -	\$ -
83.	SINGLE-SOLID CENTERLINE	0	\$ -	0	\$ -	\$ -
84.	DOUBLE-SOLID CENTERLINE	60,000	\$ -	14,500	\$ -	\$ -
85.	TWO-WAY LEFT TURN	10,000	\$ -	2,500	\$ -	\$ -
86.	LANE LINES WITH ONE-WAY WHITE REFLECTORS	20,000	\$ -	5,000	\$ -	\$ -
87.	LANE LINES WITH TWO-RED AND WHITE REFLECTORS	15,000	\$ -	4,000	\$ -	\$ -
88.	SINGLE-SOLID TURN SLOT WITH ONE-WAY WHITE REFLECTORS	1200	\$ -	300	\$ -	\$ -
89.	SINGLE-SOLID TURN SLOT WITH TWO-WAY RED AND WHITE REFLECTORS	1200	\$ -	300	\$ -	\$ -
90.	DOUBLE-SOLID TURN SLOT WITH ONE-WAY WHITE REFLECTORS	1200	\$ -	300	\$ -	\$ -
91.	DOUBLE-SOLID TURN SLOT WITH TWO-WAY RED AND WHITE	1200	\$ -	300	\$ -	\$ -
92.	EDGE LINE, WHITE	2,400	\$ -	600	\$ -	\$ -
93.	EDGE LINE, YELLOW	5,000	\$ -	1300	\$ -	\$ -

**CITY OF FORT WORTH  
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**RAISED MARKERS, REMOVAL**

<b>LINE ITEM</b>	<b>TYPE OF MARKING</b>	<b>APPROX. QTY OF NON-REFLECTIVE MARKERS</b>	<b>REMOVAL COST PER NON-REFLECTIVE MARKER</b>	<b>APPROX. QTY OF REFLECTIVE MARKERS</b>	<b>REMOVAL COST PER REFLECTIVE MARKER</b>	<b>EXTENDED COST</b>
94.	SKIP-YELLOW CENTERLINE	4,000	\$ -	1,000	\$ -	\$ -
95.	SINGLE-SOLID CENTERLINE	2,200	\$ -	6000	\$ -	\$ -
96.	DOUBLE-SOLID CENTERLINE	2,500	\$ -	6,500	\$ -	\$ -
97.	TWO-WAY LEFT TURN	4,500	\$ -	2,250	\$ -	\$ -
98.	LANE LINES WITH ONE-WAY WHITE REFLECTORS	8,000	\$ -	2,200	\$ -	\$ -
99.	LANE LINES WITH TWO-RED AND WHITE REFLECTORS	10,000	\$ -	100	\$ -	\$ -
100.	SINGLE-SOLID TURN SLOT WITH ONE-WAY WHITE REFLECTORS	600	\$ -	150	\$ -	\$ -
101.	SINGLE-SOLID TURN SLOT WITH TWO-WAY RED AND WHITE REFLECTORS	600	\$ -	150	\$ -	\$ -
102.	DOUBLE-SOLID TURN SLOT WITH ONE-WAY WHITE REFLECTORS	600	\$ -	120	\$ -	\$ -
103.	DOUBLE-SOLID TURN SLOT WITH TWO-WAY RED AND WHITE REFLECTORS	600	\$ -	100	\$ -	\$ -
104.	EDGE LINE, WHITE	1,000	\$ -	200	\$ -	\$ -
105.	EDGE LINE, YELLOW	1,800	\$ -	350	\$ -	\$ -

**RAISED MARKERS, REPLACEMENT (INVOLVES REMOVING AND REPLACING ALL REFLECTIVE MARKERS, REMOVING AND REPLACING DAMAGED NON-REFLECTIVE MARKERS AND REPLACING**

<b>LINE ITEM</b>	<b>TYPE OF MARKING</b>	<b>APPROX. QTY OF NON-REFLECTIVE MARKERS</b>	<b>INSTALLATION &amp; REMOVAL COST PER NON-REFLECTIVE MARKER</b>	<b>APPROX. QTY OF REFLECTIVE MARKERS</b>	<b>INSTALLATION &amp; REMOVAL COST PER REFLECTIVE MARKER</b>	<b>EXTENDED COST</b>
106.	SKIP-YELLOW CENTERLINE	1,200	\$ -	2,600	\$ -	\$ -

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107.	SINGLE-SOLID CENTERLINE	5,000	\$ -	3,200	\$ -	\$ -
108.	DOUBLE-SOLID CENTERLINE	40,000	\$ -	4,000	\$ -	\$ -
109.	TWO-WAY LEFT TURN	10,000	\$ -	2,000	\$ -	\$ -
110.	LANE LINES WITH ONE-WAY WHITE REFLECTORS	10,000	\$ -	10,000	\$ -	\$ -
111.	LANE LINES WITH TWO-RED AND WHITE REFLECTORS	5,000	\$ -	5,000	\$ -	\$ -
112.	SINGLE-SOLID TURN SLOT WITH ONE-WAY WHITE REFLECTORS	1200	\$ -	600	\$ -	\$ -
113.	SINGLE-SOLID TURN SLOT WITH TWO-WAY RED AND WHITE REFLECTORS	600	\$ -	600	\$ -	\$ -
114.	DOUBLE-SOLID TURN SLOT WITH ONE-WAY WHITE REFLECTORS	1200	\$ -	600	\$ -	\$ -
115.	DOUBLE-SOLID TURN SLOT WITH TWO-WAY RED AND WHITE REFLECTORS	1200	\$ -	600	\$ -	\$ -
116.	EDGE LINE, WHITE	2,000	\$ -	1200	\$ -	\$ -
117.	EDGE LINE, YELLOW	1,200	\$ -	1200	\$ -	\$ -
<b>LINE ITEM</b>	<b>TEMPORARY MARKINGS</b>	<b>APPROX. AMOUNT TO BE REMOVED</b>	<b>REMOVAL COST PER LINEAR FOOT</b>			<b>EXTENDED COST</b>
118.	REMOVAL OF TEMPORARY MARKINGS	120,000	\$ -			\$ -
<b>GRAND TOTAL OF LINES 1-118 EXTENDED COST</b>						\$ -

CITY OF FORT WORTH PURCHASING DIVISION

**INSTRUCTIONS TO BIDDERS**

1.0 **SOLICITATION**

- 1.1 **Review of Documents:** Bidders are expected to examine all documents that make up the Solicitation. Bidders shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Bidders must use a complete Solicitation to prepare Bids. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.
- 1.2 **Location of Documents:** Solicitations are issued by the Purchasing Division. The location and phone number for the Purchasing Division are specified in the advertisement and in the solicitation.

2.0 **EXPLANATIONS OR CLARIFICATIONS**

Any explanation, clarification, or interpretation desired by a Bidder regarding any part of the Solicitation must be requested in writing from the Purchasing Division with sufficient time allowed for a written addendum to reach each Bidder before the submission of their Bid. Interpretations, corrections, or changes to the Solicitation made in any other manner are not binding upon the City, and Bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding. Requests for explanations or clarifications may be emailed to [Lakita.slack@fortworthgov.org](mailto:Lakita.slack@fortworthgov.org). The e-mail must clearly identify the solicitation title and number. Any material information given to one Bidder concerning a Solicitation will be furnished by an Addendum to all Bidders who have been issued a Solicitation.

3.0 **PRE-BID CONFERENCE** - (Not Applicable)

If a pre-bid conference is held, the time, place, and nature of the conference will be specified on the cover page of the solicitation. Attendance at pre-bid conferences is not mandatory.

4.0 **PREPARATION OF BIDS**

Each Bidder must furnish all information required by a Solicitation on the documents provided. Bids submitted on other than the forms included in the Solicitation shall be considered non-responsive. Any attempt to alter the wording in the Solicitation is ineffective and will result in rejection of the Bid.

- 4.1 **Taxes:** Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Bids may not include exempted taxes. The successful Bidder should request a Tax Exemption Certificate from the Purchasing Division. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption under any Contract.
- 4.2 **Brand Name or Equal:** If the Solicitation indicates brand name or "equal" products are acceptable, the Bidder may offer an "equal" product and must be prepared to demonstrate those features that render it equal. Final determination of a product as "equal" remains with the City.
- 4.3 **Delivery Time:** Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met or the date is not indicated, the Bidder shall state its best delivery time.
- 4.4 **Free on Board (FOB) Point:** Freight Terms shall be FOB Destination, Freight Prepaid and Allowed. The Bidder should quote its lowest and best price, with the goods delivered to the place specified, at the Bidder's expense and risk, and there tender delivery to the City. Bids offering any other delivery terms are not acceptable and may be cause for rejection.
- 4.5 **Prices:**
- 4.5.1 Bids shall be firm priced offers unless otherwise specified.
- 4.5.2 Pricing shall be entered on the Bid Sheet in ink.

- 4.5.3 Totals shall be entered in the "Total Price" column of the Bid Sheet.
- 4.5.4 In the event of a discrepancy between unit price and extended price, the unit price shall govern.
- 4.5.5 Prices shall be offered in the Dollars of the United States of America (or decimal fractions thereof).
- 4.6 **Signature:** The Bidder must sign each document in the Solicitation requiring a signature. Any change made to the Bid must be initialed by the Bidder.
- 4.7 **Bid Security:** (Not Applicable) If a bid security is required for this purchase, the requirement will be reflected in the "Specification" section of the bid package. Cashier's check or an acceptable surety bond in the amount indicated in the Notice to Bidders must be submitted at the time the bid is submitted, and is subject to forfeiture in the event the successful bidder fails to execute the contract documents within 10 calendar days after the contract has been awarded.
  - 4.7.1 To be an acceptable surety on the bond:
    - 4.7.1.1 The name of the surety shall be included on the current Department of the Treasury's Listing of Approved Sureties (Department Circular 570); or
    - 4.7.1.2 The surety must have capital and surplus equal 10 times the amount of the bond. The surety must be licensed to do business in the state of Texas.
- 4.8 **Alternate Bids:** Bidders may offer an "equal" product as an alternate bid. Final "approved equal" determination remains with the City.
- 4.9 **Proprietary Information:**
  - 4.9.1 All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt.
  - 4.9.2 If a Bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to information that must be disclosed lies with the Texas Attorney General.
  - 4.9.3 Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- 4.10 **Bid Preparation Costs:** All costs associated with preparing a Bid in response to a Solicitation shall be borne by the Bidder.
- 4.11 **Payment:** All payment terms shall be "Net 30 Days" unless specified in the bid document.
  - 4.11.1 Successful bidders are encouraged to register for direct deposit payments prior to providing goods and/or services using the forms posted on the City's website at <http://www.fortworthgov.org/purchasing/achpayments.htm>.

## 5.0 **SUBMISSION OF BIDS**

- 5.1 **Copies:** Unless otherwise specified, Bidders are required to submit an executed original and one (1) copy of the Bid.
- 5.2 **Documents required with Bid:** The following documents must be submitted with each Bid prior to the Due Date:
  - 5.2.1 The signed Offer and Award Sheet;
  - 5.2.2 The Bid Sheet; and
  - 5.2.3 Any other document included in the Solicitation requiring completion or execution by the Bidder.

- 5.3 If a Minority and Women Business Enterprise (M/WBE) goal has been established on the bid, the applicable documents **must** be submitted five (5) City business days after the bid opening date, exclusive of the bid opening date. The Bidders shall obtain a receipt from the appropriate department as evidence that the City received the documentation.
- 5.4 **Addendum:** Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the Bid if requested or under separate cover prior to the Due Date and Time. The Addendums containing bid pricing should be returned in a sealed envelope marked on the outside with the Bidder's name, address, the Solicitation number, and the Due Date and time.
- 5.5 **Late Bids:** Bids must be received in the Purchasing Division prior to the Due Date and Time. All Bids received after the Due Date and Time are considered late and will be returned to the Bidder unopened. The time stamp clock on the receptionist's desk in the Purchasing Division is the time of record. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Bidder.

## 6.0 **MODIFICATION OR WITHDRAWAL OF BIDS**

- 6.1 **Modification of Bids:** Bids may be modified in writing at any time prior to the Due Date.
- 6.2 **Withdrawal of Bids:** Bids may be withdrawn in writing, telegraphically, or by facsimile (provided that the facsimile is signed by the Bidder) at any time prior to the Due Date. A Bid may also be withdrawn in person by a Bidder, provided the withdrawal is made prior to the Due Date. A receipt of withdrawal must be signed by the Bidder. No Bids may be withdrawn after the Due Date without forfeiture of the Bid guarantee, unless there is a material error in the Bid. Withdrawn Bids may be resubmitted, with or without modifications, prior to the Due Date. The City may require proof of agency from the person withdrawing a bid.

## 7.0 **OPENING OF BIDS**

The Purchasing Division representative responsible for opening Bids shall confirm the time and announce the Bid opening. The representative shall then personally and publicly open all Bids timely received, reading each bid aloud.

## 8.0 **EVALUATION FACTORS AND AWARD**

- 8.1 **Evaluation:** Bidders may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). However, the City may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the City. Bids that specify an "all or none" award may be considered if a single award is advantageous.
- 8.2 **Award:** The City may award contract(s) based on low bid meeting specification. Alternatively, the City may award contract(s) to the bidder(s) who offers represents the "best value" to the City, price and other factors considered.
- 8.2.1 The following criteria may be considered to determine the best value (see section 252.043 of the Texas Local Government Code):
- 8.2.1.1 Purchase Price;
  - 8.2.1.2 Reputation of the bidder and of the bidder's goods or services;
  - 8.2.1.3 Quality of the bidder's goods or services;
  - 8.2.1.4 Extent to which the goods or services meet the City's needs;
  - 8.2.1.5 Bidder's past relationship with the City;

- 8.2.1.6 Impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- 8.2.1.7 Total long-term cost to the City to acquire the bidder's goods or services; and
- 8.2.1.8 Any relevant criteria specifically listed in the request for bids or proposals.
- 8.2.2 Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.
- 8.3 **Acceptance of Bid:** Acceptance of a Bid will be in the form of a Purchase Order or a Contract. Subsequent purchase releases may be issued as appropriate. The contents of a Bid shall become a part of the Contract. Under no circumstances will the City be responsible for Goods or Services provided without an acceptance signed by an Authorized City Representative.
- 8.4 **Reservations:** The City expressly reserves the right to:
  - 8.4.1 Specify approximate quantities in the Solicitation;
  - 8.4.2 Extend the Solicitation opening date and time;
  - 8.4.3 Consider and accept alternate Bids, if specified in the Solicitation, when most advantageous to the City;
  - 8.4.4 Waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable goods or services;
  - 8.4.5 Waive any minor informality in any Bid or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bidder);
  - 8.4.6 Add additional terms or modify existing terms in the Solicitation;
  - 8.4.7 Reject a bid because of unbalanced unit prices bid;
  - 8.4.8 Reject or cancel any or all Bids;
  - 8.4.9 Reissue a Solicitation;
  - 8.4.10 Procure any item by other means; and/or
  - 8.4.11 Award to multiple vendors on a non-exclusive award basis, or primary and secondary vendors.

9.0 **POST-BID DOCUMENTS REQUIRED FROM SUCCESSFUL BIDDER**

- 9.1 **Certificates of Insurance:** When insurance is required, the Bidder must provide Certificates of Insurance in the amounts and for the coverages required to the Purchasing Office within 14 calendar days after notification of award, or as otherwise required by the Solicitation.
- 9.2 **Payment and/or Performance Bonds:** When Payment and/or Performance Bonds are required, the Bidder must provide the bonds, in the amounts and on the conditions required, within 14 calendar days after notification of award, or as otherwise required by the Solicitation.
- 9.3 **Minority and Women Business Enterprise (M/WBE) Documents:** If an M/WBE goal has been established for the bid, the applicable documents **must** be submitted within five (5) City business days after the bid opening date, exclusive of the bid opening date. Bidders shall obtain a receipt from the appropriate department as evidence that the City received the documentation.

**DETAILED SPECIFICATIONS  
FOR  
TRAFFIC MARKING MATERIAL AND SERVICES**

**1.0 SCOPE**

- 1.1 The City of Fort Worth (City) is accepting bids for an annual agreement for traffic marking material and services as specified herein.
- 1.2 The term of the agreement shall be for a period of one year with options to renew annually for up to two additional one-year periods.
- 1.3 This agreement includes a 5 % Minority Women Business Enterprise (M/WBE) subcontractor participation goal. See M/WBE specifications attached.

**2.0 GENERAL**

- 2.1 The intent of these specifications is to describe the minimum requirements for pavement markings and installation services.
- 2.2 The types of markings covered by this agreement are stop-lines, crosswalks, dots centerlines, lane-lines, edge-lines and legends including, but not limited to, arrows, only and railroad markings. Both the parallel lines and continental style crosswalks will be used.
- 2.3 The type to be used will be specified when the request for crosswalk replacement or installation is submitted. All markings shall meet the requirements of the most recent version of the Texas Manual of Uniform Traffic Control Devices.
- 2.3 This agreement will include installing markings with spray and extruded thermoplastic, pre-formed tape and raised markers. Specifications for these application methods are outlined in subsequent sections of this bid document.

**3.0 THERMOPLASTIC, HOT APPLIED SPRAY PAVEMENT MARKING APPLICATION**

- 3.1 This method will be used to install and replace long lines—centerlines, lane lines, edge lines, turn lanes, dots (chicken tracks)--and will be applied at a 90 mil thickness.
- 3.2 All long lines will be four inches wide.
- 3.3 All skip lines will be ten feet of line per 40-foot section (10-30). Bid shall for the entire length of the line including the unmarked areas between the skips.
- 3.4 Dots (chicken tracks) shall be two feet of line followed by a two-foot space. Bid shall be for the entire length of the line, including the unmarked area.
- 3.5 Reflectorized raised markers shall be used to supplement the centerlines, lane lines and turn lanes.
- 3.6 One reflective marker shall be installed 40' on center adjacent to each solid line. One reflective marker shall be installed between each skip line.
- 3.7 The reflectorized raised markers shall meet the material and installation specifications for raised markers in Section 5.5 of this bid request.
- 3.8 Thermoplastic marking material shall be a product especially compounded for traffic markings. When placed on the roadway, the markings shall not be slippery when wet, lift from pavement under normal weather conditions nor exhibit a tacky exposed surface. Cold ductility of the material shall permit normal road surface expansion and contraction without chipping or cracking.

- 3.9 The markings shall retain their original color, dimensions and placement under normal traffic conditions at road surface temperatures of 158° F and below.
- 3.10 When applied at a 90-mil thickness, the typical setting time shall be between 4 minutes and 10 minutes depending upon the roadway surface temperature and the humidity factor.
- 3.11 The markings shall have a uniform cross-section, clean edges, square ends and no evidence of tracking. The density and quality of the material shall be uniform throughout the markings. The thickness shall be uniform throughout the length and width of the markings. The markings shall be 95% free of holes and voids, and free of blisters for a minimum of 60 days after application.
- 3.12 The material shall not deteriorate by contact with sodium chloride, calcium chloride or other chemicals used to prevent roadway ice or because of the oil content of pavement markings or from oil droppings or other effects of traffic.
- 3.13 The material shall not prohibit adhesion of other thermoplastic markings if, at some future time, new markings are placed over existing material. New material shall bond itself to the old line in such a manner that no splitting or separation takes place.
- 3.14 The markings in place on the roadway shall be completely reflectorized both internally and externally with traffic beads and shall exhibit uniform retrodirective reflectance.
- 3.15 The traffic beads shall be:
- Manufactured from glass
  - Spherical in shape
  - Essentially free of sharp angular particles
  - Essentially free of particles showing milkiness, surface scoring or surface scratching
  - Water white in color
  - Applied at a uniform rate
- 3.16 The markings shall meet, and retain for a period of three (3) years from the installation date, the minimum retroreflectivity values as set forth in ASTM D6359-99, which are 250 mcd m<sup>-2</sup>lx<sup>-1</sup> for white and 175 mcd m<sup>-2</sup>lx<sup>-1</sup> for yellow.
- 3.17 Upon request, the successful bidder hereinafter "Contractor," shall supply a device, suitable to the Contract Manager, to measure the retroreflectivity of the markings.
- 3.18 This method will be used to install and replace crosswalks and stoplines and will be applied at a 125-mil thickness.

#### **4.0 THERMOPLASTIC, HOT APPLIED, EXTRUDED MATERIAL REQUIREMENTS**

- 4.1 Thermoplastic marking material shall be a product especially compounded for traffic markings. When placed on the roadway, the markings shall not be slippery when wet, lift from pavement under normal weather conditions nor exhibit a tacky exposed surface. Cold ductility of the material shall permit normal road surface expansion and contraction without chipping or cracking.
- 4.2 The markings shall retain their original color, dimensions and placement under normal traffic conditions at road surface temperatures of 158° F and below.
- 4.3 The markings shall have a uniform cross-section, clean edges, square ends and no evidence of tracking. The density and quality of the material shall be uniform throughout the marking. The markings shall be 95% free of holes and voids, and free of blisters for a minimum of 60 days after application.

- 4.4 The thickness shall be uniform throughout the length and width of the markings. The minimum thickness of the marking, as measured above the plane formed by the pavement surface, shall not be less than 1/8 inch in the center of the marking and 3/32 inch at a distance of 1/2 inch from the edge. Maximum thickness shall be 3/16 inch.
- 4.5 Upon request, the Contractor shall supply a device, suitable to the Contract Manager, to measure the thickness of the applied extruded markings.
- 4.6 The material shall not deteriorate by contact with sodium chloride, calcium chloride or other chemicals used to prevent roadway ice or because of the oil content of pavement markings or from oil droppings or other effects of traffic.
- 4.7 The material shall not prohibit adhesion of other thermoplastic markings if, at some future time, new markings are placed over existing material. New material shall bond itself to the old line in such a manner that no splitting or separation takes place.
- 4.8 The markings in place on the roadway shall be completely reflectorized both internally and externally with the traffic beads and shall exhibit uniform retrodirective reflectance.
- 4.9 The traffic beads shall be:
- Manufactured from glass
  - Spherical in shape
  - Essentially free of sharp angular particles
  - Essentially free of particles showing milkiness, surface scoring or surface scratching
  - White in color
  - Applied at a uniform rate
- 4.10 The markings shall meet, and retain for a period of three (3) years from the installation date, the minimum retroreflectivity values as set forth in ASTM D6359-99, which are 250 mcd m<sup>-2</sup>lx<sup>-1</sup> for white and 175 mcd m<sup>-2</sup>lx<sup>-1</sup> for yellow.
- 4.11 Upon request, the Contractor shall supply a device, suitable to the Contract Manager, to measure the retroreflectivity of the markings.

## **5.0 PREFORMED POLYMER TAPE**

- 5.1 This material will be used to install and replace crosswalks, stoplines and legends.
- 5.2 The material shall be applied according to the manufacturer's recommendations.
- 5.3 The applied marking shall adhere to the pavement surface with no slippage or lifting and have square ends, straight lines and clean edges.
- 5.4 The material shall meet or exceed the specifications for 3M High Performance Tape Series 3801 ES.
- 5.5 The material shall be applied according to the manufacturer's recommendations.
- 5.6 The applied marking shall adhere to the pavement surface with no slippage or lifting and have square ends, straight lines and clean edges.

## **6.0 PREFORMED HEAT-ACTIVATED THERMOPLASTIC TAPE**

- 6.1 This material will be used to install and replace crosswalks, stoplines and legends.
- 6.2 The material used shall meet or exceed the specifications for Avery-Dennison/Stimsonite .125 mil hot tape.

- 6.3 The material shall be applied according to the manufacturer's recommendations.
- 5.4 The applied marking shall adhere to the pavement surface with no slippage or lifting and have square ends, straight lines and clean edges.

## **7.0 RAISED MARKERS**

- 7.1 This method is used to install and replace reflectorized and non-reflectorized raised markers in the following types and configurations of markings.
- 7.2 Skip Centerline Four (4) non-reflective and one reflective marker per skip. Markers are spaced four (4) feet apart with a space of 24 feet between the skips.
- 7.3 Single-Solid Centerline Solid line with markers spaced four (4) feet apart in a sequence of 4 non-reflective markers and 1 reflective marker.
- 7.4 Double-Solid Centerline Double solid line with markers spaced four (4) feet apart in a sequence of 4 non-reflective markers and 1 reflective marker. Lines are spaced four (4) inches apart.
- 7.5 Two-Way Left Turn Two solid lines with markers spaced four (4) feet apart in a sequence of four (4) non-reflective markers and 1 reflective marker and two skip lines with markers spaced four (4) feet apart in a sequence of four (4) non-reflective markers and one (1) reflective marker with a space of 24 feet between the skips. Lines are spaced four (4) inches apart.
- 7.6 Lane Line Four (4) non-reflective markers and one reflective marker per skip.
- 7.7 Single-Solid Turn Slot Solid line with markers spaced four (4) feet apart in a sequence of four (4) non-reflective markers and 1 reflective marker.
- 7.8 Double-Solid Turn Slot Double solid line with markers spaced four (4) feet apart in a sequence of four (4) non-reflective markers and one (1) reflective marker. Lines are spaced 2 inches apart.
- 7.9 Edgeline Solid line with markers spaced four (4) feet apart in a sequence of four (4) non-reflective markers and 1 reflective marker.
- 7.10 Raised markers will also supplement longlines applied with spray thermoplastic as indicated in section 3.1

## **8.0 MATERIAL AND INSTALLATION SPECIFICATIONS**

- 8.1 The non-reflective markers shall be Type Y (yellow body) and Type W (white body) 4" round ceramic markers and shall meet or exceed the TXDOT specification DMS-4300.
- 8.2 The reflective markers shall be 4" plastic, meet or exceed the TXDOT specification DMS-4200 for high-volume reflectorized raised markers and be available in the following types.

- 8.3 Type I-C White body One face reflects white
- 8.4 Type II-A-A Yellow body Two faces reflect amber
- 8.5 Type II-C-R White body One face reflects white, the other red
- 8.6 All markers shall be installed with epoxy adhesive. Bituminous adhesive **is not acceptable**.
- 8.7 When installing markers, a chalk line, chain or equivalent shall be used during layout to insure that individual markers are properly aligned. All markers shall be placed uniformly along the line to achieve a smooth continuous appearance.
- 8.8 Replacement shall consist of replacing all missing non-reflective and reflective markers and removing and replacing all existing reflective markers. The quote shall be for each 4" marker.
- 8.9 In some cases when installing markers, it will be necessary to remove temporary markers. The quote shall be per linear foot.

## 9.0 WORK AND SCHEDULING REQUIREMENTS

- 9.1 Days referred to in this section will be calendar days.
- 9.2 The Contractor shall assign to each project a crew that is experienced in all aspects of pavement marking layout, installation, replacement and removal. The Contractor shall supply all the equipment and materials necessary for the layout, removal and installation of the pavement markings and for traffic control and work zone setup.
- 9.3 If the project requires that the roadway be closed to traffic the Contractor is responsible for obtaining the required street use permits from the City of Fort Worth's Street Management Section. Call 817-392-6594 for information regarding street use permits.
- 9.4 Work may be performed any time during daylight hours except on arterial roadways and in the central business district. Work will not be performed on arterial roadways during peak traffic times, which are 7 a.m. – 9 a.m. and 4 p.m. – 6 p.m., on Mondays through Fridays.
- 9.5 Work in the central business district (CBD) shall only be performed on Saturdays and Sundays. The CBD is bounded on the north by Belknap, on the south by Lancaster, on the west by Forest Park Blvd and on the east by the Burlington Northern Santa Fe (BNSF) railroad tracks.
- 9.6 The Contract Manager will provide to the Contractor a work order for each location with the types of markings to be applied and specific instructions as to the work to be performed. The instructions will include whether existing permanent markings are to be removed or if the new markings are to be applied on top of the old. All temporary markings shall be removed that are being replaced with permanent markings.
- 9.7 The assigned work must be **completed within 28 days of receipt of order**. The Contractor **shall begin** on the assigned work order **within 14 days of receipt** and the work **shall be completed within 14 days** unless otherwise agreed upon by the Contract Manager.

## **10.0 QUALITY OF WORK**

- 10.1 This agreement also includes the removal of permanent and temporary pavement markings, which may have been applied with spray thermoplastic, extruded thermoplastic, pre-formed tape, paint or raised markers.
- 10.2 The industry's best practice shall be used to remove existing pavement markings.
- 10.3 If the roadway is being damaged during marker removal, work shall be stopped immediately and the Contract Manager contacted for direction.
- 10.4 Roadway surfaces shall be clean and free of dirt, grease, loose and/or flaking existing markings and other forms of contamination. New Portland cement concrete surfaces shall be cleaned sufficiently to remove the curing membrane.
- 10.5 Pavement to which material is to be applied shall be completely dry. Pavement shall be considered dry, if, on a sunny day after observation for 15 minutes, no condensation develops on the underside of a one square foot piece of clear plastic that has been placed on the pavement and weighted on the edges.
- 10.6 Markings shall be applied within temperature limits recommended by the material manufacturer.
- 10.7 Sealer shall be applied to concrete-roadway surfaces when applying markings with hot-applied spray or extruded thermoplastic.
- 10.8 Equipment and methods used for surface preparation shall not damage the pavement or present a hazard to motorists or pedestrians.
- 10.9 Markings that are not properly applied due to faulty application methods or being placed in the wrong position or alignment shall be removed and replaced by the Contractor at the Contractor's expense. If the mistake is such that it would be confusing or hazardous to motorists, it shall be remedied the same day of notification. Notification will be made by phone and confirmed by fax. Other mistakes shall be remedied within five days of written notification.
- 10.10 In lieu of all other specifications within this document, the Contractor shall be solely responsible for ensuring that all methods and materials used in removal and application produce high quality markings capable of meeting or exceeding these warranty requirements.
- 9.11 When markings are applied on roadways open to traffic, care shall be taken to ensure that proper safety precautions are followed, including the use of signs, cones, barricades, flaggers, etc. All traffic control and work zone set-ups shall be in conformance with the most recent version of the Texas Manual on Uniform Traffic Control Devices.
- 10.12 Work shall be performed with as little disruption to traffic as possible.
- 10.13 Freshly applied markings shall be protected from traffic damage and disfigurement.
- 10.14 The motoring public and pedestrians shall be protected from injury and harm during the installation, curing and removal of pavement markings.

## **11.0 BRAND NAME OR EQUAL**

- 11.1 If an item in this bid is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the City's needs. The salient physical,

functional, or performance characteristics that “equal” products must meet are specified in the bid.

- 11.2 To be considered for award, offer of “equal” products, including “equal” products of the brand name manufacturer; must meet the salient physical, functional, or performance characteristic specified in this bid;
- 11.3 Clearly identify the item brand name, if any, and make or model number;
- 11.4 Include descriptive literature such as illustrations and/or drawings.
- 11.5 Clearly describe any modifications the bidder plans to make in a product to make it conform to the bid requirements. Mark any descriptive material to clearly show the modifications.
- 11.6 The user department will evaluate “equal” products on the basis of information furnished by the bidder or identified in the bid and reasonably available to the user department. The user department is not responsible for locating or obtaining any information not identified in the offer.
- 11.7 Unless the bidder clearly indicates in its bid that the product being offered is an “equal” product, the bidder shall provide the brand name product referenced in the bid for each item as provided in the specifications.
- 11.8 All materials used under this agreement shall be pre-approved prior to awarding of the bid. **All bid responses must include the brand name and specifications of the materials to be used.** A sample of the material shall be provided upon request. Materials used shall meet the specifications indicated for each type of application method as outlined in subsequent sections of this bid document. The approved materials must be used throughout the duration of the agreement. In the event substitute materials must be used, they shall be equal to or exceed the quality of those currently in use and must be approved by the Traffic Services Manager or his designee prior to application.

## **12.0 TRAFFIC MARKING MATERIAL REQUIREMENTS**

- 12.1 Bidders must submit a list of all materials and equipment necessary for proper installation and make recommendations for application that will insure effective product performance.
- 12.2 All materials and/or equipment required for installation that will be provided free of charge to the City of Fort Worth.
- 12.3 All materials shall be installed as recommended by the manufacturer.
- 12.4 All materials used shall meet the warranty requirements as outlined for each application type in subsequent sections of this bid document. All defective materials shall be removed and replaced at the contractor’s expense. All replacements shall be completed within 30 days of receiving written notification.

## **13.0 CONTRACTOR QUALIFICATION**

- 13.1 Bidders shall have a minimum of two years experience in the installation of street pavement markings and shall provide **with the bid response** a minimum of three references with location(s) of work performed in the last 24 months, (see Attachment A ). The locations provided shall include at least one representation of each type of pavement marking application in this bid request for staff to inspect. The locations shall be within a 30-mile radius of the Fort Worth city limits.

- 13.2 Bidders shall also provide **with the bid response** a list of equipment that will be used for each application type as indicated in subsequent sections of this bid document, (see Attachment A.)

#### **14.0 METHOD OF AWARD**

- 14.1 The City intends to award contract(s) from this bid to the lowest priced responsive, responsible bid (s).
- 14.2 The City of Fort Worth reserves the right to make an award on the basis of individual items.

#### **15.0 ESTIMATED QUANTITIES**

- 15.1 The quantities listed in this Invitation to Bid are only estimates based on anticipated usage and are not an intent to purchase or a guarantee of future orders. The actual quantities may vary according to the needs of the City. The City of Fort Worth is only obligated to pay for items actually ordered by an authorized City employee and then received as required by the City.

#### **16.0 GENERAL CHARACTERISTICS AND PACKAGING**

- 16.1 All products must be packed to prevent damage during shipping and storage. Containers that have been damaged or previously opened shall not be accepted.
- 16.2 It is preferred that 4", 12" and 18" tape be packaged in rolls of 30', 60' or 90'. However, prices submitted for product packaged per flat will be considered. Bidders shall specify how the material is packaged (rolls or flats).

#### **17.0 DELIVERY TERMS – F.O.B. DESTINATION**

- 17.1 The Contractor will be required to make delivery within thirty (30) days after receipt of orders.
- 17.2 Deliveries shall be made to the City of Fort Worth, T/PW Warehouse, 5001 James Avenue Fort Worth, Texas 76115.
- 17.3 Deliveries will be accepted Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m., unless otherwise requested. Contractor shall notify the TPW Warehouse at 817-392-8083 24 hours prior to delivery to make arrangements for delivery.
- 17.4 All delivery and freight charges (FOB to the City of Fort Worth designated location) are to be included in the bid price.

#### **18.0 WARRANTY**

- 18.1 The Contractor warrants and/or guarantees all equipment against any defects in design, workmanship, materials and failure to operate satisfactorily. The warranty and/or guarantee shall begin on the date the product (s) is placed into service by the City and shall continue through the manufacturer's standard warranty period. All items shall carry the standard warranty of the manufacturer.

#### **19.0 INVOICING REQUIREMENTS**

- 19.1 Invoices shall be **by location** and show the date work began on the project and the date work was completed on the project, the type of markings applied, type of markings removed,

quantity, unit cost and total cost **per location**. The Contractor's work ticket(s) may accompany the invoice to provide supporting documentation of work performed.

- 19.2 Each invoice shall be itemized to show release purchase order number, quantity, description and unit price. Invoices shall be submitted to the City of Fort Worth, Traffic Services Division, 5001 James Avenue, Fort Worth, Texas, 76115.

## **20.0 UNIT PRICE ADJUSTMENT**

- 20.1 The unit prices may be adjusted during the renewal period but before the effective date of the renewal upon written request from the Contractor.
- 20.2 At the time the City exercise the first and subsequent renewal options, the Contractor may request a rate adjustment in an amount not to exceed 10 percent of the original contract rate price or subsequent renewal rate price.
- 20.3 The Contractor must submit its request, in writing, at least 60 days before the effective period. The Contractor will be required to provide sufficient documentation to support any rate increase.
- 20.4 If the City concludes that the rate increase being request is exorbitant, then the City reserves the right to adjust the rate request, or reject the rate request in its entirety and allow the agreement to expire end of the agreement term. If the City elects not to exercise the renewal option, the Purchasing Division will issue a new solicitation.
- 20.5 If the City accepts the rate adjustment, an amendment will be issued to reflect the new unit prices(s).

## **21.0 INSURANCE REQUIREMENTS**

- 21.1 Commercial General Liability (CGL) policy. Coverage shall be claims-made, and maintained for the duration of the contractual agreement and for two (2) years following completion of services provided. An annual certificate of insurance shall be submitted to the City to evidence coverage.
- 21.1.1 Statutory worker's compensation insurance and employer's liability insurance at the following limits:  
\$100,000.00 each accident  
\$500,000.00 disease – policy limit  
\$100,000.00 disease – each employee
- 21.1.2 Commercial General Liability insurance shall be provided as follows:  
\$1,000,000.00 annual aggregate
- 21.1.3 Automobile Liability - A commercial business policy shall provide coverage on "Any Auto" defined as autos owned, hired and non-owned.  
\$1,000,000 each accident on a combined single limit basis  
Split limits are acceptable if limits are at least:  
\$250,000 Bodily Injury per person  
\$500,000 Bodily Injury per accident  
\$100,000 Property Damage
- 21.1.5 Privacy Liability or Corporate Identity Liability  
\$1,000,000 per occurrence

- 21.1.6 The Contractor shall furnish the Purchasing Manager, with a certificate of insurance documenting the required insurance prior to the commencement of services. Policies shall be endorsed to provide the City with a 30 day notice of cancellation, material change in coverage, or non-renewal of coverage. Applicable policies shall also be endorsed to name the City of Fort Worth as an additional insured, as its interests may appear (ATIMA).

## **22.0 ADDITIONAL INSURANCE REQUIREMENTS**

- 22.1 The City, its officers, employees and servants shall be endorsed as an additional insured on Contractor's insurance policies excepting employer's liability insurance coverage under Contractor's workers' compensation insurance policy.
- 22.2 Certificates of insurance shall be delivered to the The City of Fort Worth, Transportation and Public Works Department, 1000 Throckmorton Street, Fort Worth, Texas 76102, prior to a purchase order being issued.
- 22.3 Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein. Each insurance policy shall be endorsed to provide the City a minimum 30 days notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten (10) day notice shall be acceptable in the event of non-payment of premium.
- 22.4 Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.
- 22.5 Deductible limits, or self-funded retention limits, on each policy must not exceed \$10,000.00 per occurrence unless otherwise approved by the City.
- 22.6 Other than worker's compensation insurance, in lieu of traditional insurance, City may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. The City must approve in writing any alternative coverage.
- 22.7 Workers' compensation insurance policy(s) covering employees of the Contractor shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the City.
- 22.8 City shall not be responsible for the direct payment of insurance premium costs for Contractor's insurance.
- 22.9 Contractor's insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by City shall not be called upon to contribute to loss recovery.
- 22.10 While the purchase order is in effect, Contractor shall report, in a timely manner, to the Purchasing Department any known loss occurrence that could give rise to a liability claim or lawsuit or which could result in a property loss.
- 22.11 Contractor's liability shall not be limited to the specified amounts of insurance required herein.

- 22.12 Upon the request by the City, Contractor shall provide complete copies of all insurance policies required by these contract documents.
- 22.13 Business Privacy Liability or Corporate Identity Protection for customer identity liability protection. The limit of said coverage should be \$1M and meet the City's standard requirements for insurer solvency, indemnification, hold harmless, etc.

### **23.0 CONTRACT ADMINISTRATION**

- 23.1 Contract administration will be performed by the Transportation and Public Works Department. In the event the Contractor fails to perform according to the terms of the agreement, the Department head or his/her designee will notify the vendor, in writing, of its failures. A meeting may be arranged to discuss the vendor's deficiencies. A written cure notice may be prepared giving the Contractor 10 calendar days to cure any deficiency.
- 23.2 In the event the Contractor continues with unsatisfactory performance, the department will promptly notify the Purchasing Manager who will take appropriate action to cure the performance problem(s), which could include cancellation, termination for convenience or default. If the agreement is terminated for default, the Contractor may be held liable for excess cost and/or liquidated damages.
- 23.3 The Contractor will be paid only those sums due and owing under the agreement for services satisfactorily rendered, subject to offset for damages and other amounts which are, or which may become, due and owing to the City.
- 23.4 The City reserves the right to terminate this agreement, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this agreement, the Contractor shall be paid a percentage of the agreement price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the City using its standard record keeping system, have resulted from the termination. However, in no event shall the total of all amounts paid to the Contractor exceed the agreement price. The Contractor shall not be reimbursed for any profits which may have been anticipated, but which have not been earned up to the date of termination.

### **24.0 OPTION TO EXTEND/RENEW THE TERM OF THE AGREEMENT**

- 24.1 The term of the agreement shall be for a period of one (1) year, with options to renew annually for up to two (2) additional years. The City may extend the term of this agreement by written notice to the Contractor within 30 calendar days; provided, the City gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the agreement expires, and the renewal/extension is mutually agreed upon by both parties to the agreement.
- 24.2 The preliminary notice does not commit the City to an extension. If the City exercises this option, the extended agreement shall be considered to include this option clause.





IMPORTANT

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**INVITATION TO BID 09-0203  
TRAFFIC MARKING MATERIAL AND SERVICES**

**MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (M/WBE)** – It is the policy of the City of Fort Worth to ensure the full and equitable participation by Minority and Women Business Enterprises (M/WBE) in the procurement of all goods and services to the City on a contractual basis. All requirements and regulations stated in the City's current Minority and Women Business Enterprise Ordinance apply to this bid.

*There is a five percent (5%) utilization goal for this contract.*

The applicable documents **must** be submitted within **five (5) City business days after the bid opening date**, exclusive of the bid opening date. The Bidders shall obtain a receipt from the appropriate department as evidence that the City received the documentation.

On City contracts of \$25,000 or more, bidders are required to comply with the intent of the City's M/WBE Ordinance by one of the following:

1. **Meet or exceed the above stated M/WBE goal,**
2. **Good Faith Effort documentation,**
3. **Waiver documentation, or**
4. **Joint Venture**

BIDDERS SHOULD CAREFULLY READ AND COMPLETE THE M/WBE FORMS APPLICABLE TO YOUR INTENT. SHOULD YOU HAVE ANY QUESTIONS OR NEED CLARIFICATION REGARDING THIS REQUIREMENT, YOU SHOULD CONTACT THE M/WBE OFFICE AT 817-392-6104 DURING THE BIDDING CYCLE PRIOR TO BID OPENING.

FAILURE TO COMPLY WITH THE CITY'S M/WBE ORDINANCE, WILL RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE TO THE SPECIFICATIONS

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**CITY OF FORT WORTH  
MINORITY AND WOMEN BUSINESS ENTERPRISE SPECIFICATIONS**

**SPECIAL INSTRUCTIONS FOR BIDDERS**

**APPLICATION OF POLICY**

**If the total dollar value of the contract is \$25,000 or more, the M/WBE goal is applicable.** If the total dollar value of the contract is less than \$25,000, the M/WBE goal is not applicable.

**POLICY STATEMENT**

It is the policy of the City of Fort Worth to ensure the full and equitable participation by Minority and Women Business Enterprises (M/WBE) in the procurement of all goods and services to the City on a contractual basis. All requirements and regulations stated in the City's current Minority and Women Business Enterprise Ordinance apply to this bid.

**M/WBE PROJECT GOALS**

The City's MBE/WBE goal on this project is   5   % of the base bid value of the contract.

**COMPLIANCE TO BID SPECIFICATIONS**

On City contracts of \$25,000 or more, bidders are required to comply with the intent of the City's M/WBE Ordinance by either of the following:

- 5. **Meet or exceed the above stated M/WBE goal, or**
- 6. **Good Faith Effort documentation, or;**
- 7. **Waiver documentation, or;**
- 8. **Joint Venture.**

**SUBMITTAL OF REQUIRED DOCUMENTATION**

The applicable documents **must** be received by the Managing Department, within the following times allocated, in order for the entire bid to be considered responsive to the specifications.

<b>1. Subcontractor Utilization Form</b> , if goal is met or exceeded:	received by 5:00 p.m., five (5) City business days after the bid opening date, exclusive of the bid opening date.
<b>2. Good Faith Effort and Subcontractor Utilization Form</b> , if participation is less than stated goal:	received by 5:00 p.m., five (5) City business days after the bid opening date, exclusive of the bid opening date.
<b>3. Good Faith Effort and Subcontractor Utilization Form</b> , if no M/WBE participation:	received by 5:00 p.m., five (5) City business days after the bid opening date, exclusive of the bid opening date.
<b>4. Prime Contractor Waiver Form</b> , if you will perform all subcontracting/supplier work:	received by 5:00 p.m., five (5) City business days after the bid opening date, exclusive of the bid opening date.
<b>5. Joint Venture Form</b> , if utilize a joint venture to met or exceed goal.	received by 5:00 p.m., five (5) City business days after the bid opening date, exclusive of the bid opening date.

**FAILURE TO COMPLY WITH THE CITY'S M/WBE ORDINANCE, WILL RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE TO SPECIFICATIONS**

**Any questions, please contact the M/WBE Office at (817) 871-6104.**



City of Fort Worth

Subcontractors/Suppliers Utilization Form

<b>PRIME COMPANY NAME:</b>		<b>Check applicable block to describe prime</b>	
<b>PROJECT NAME:</b>		M/W/DBE	NON-M/W/DBE
		<b>BID DATE</b>	
<b>City's M/WBE Project Goal:</b>  5%	<b>Prime's M/WBE Project Utilization:</b>	<b>PROJECT NUMBER</b> 09-0203	

**Identify all subcontractors/suppliers you will use on this project**

Failure to complete this form, in its entirety with requested documentation, and received by the Managing Department on or before 5:00 p.m. five (5) City business days after bid opening, exclusive of bid opening date, will result in the bid being considered non-responsive to bid specifications.

The undersigned Offeror agrees to enter into a formal agreement with the M/WBE firm(s) listed in this utilization schedule, conditioned upon execution of a contract with the City of Fort Worth. The intentional and/or knowing misrepresentation of facts is grounds for consideration of disqualification and will result in the bid being considered non-responsive to bid specifications

**M/WBEs listed toward meeting the project goal must be located in the nine (9) county marketplace or currently doing business in the marketplace at the time of bid.** Marketplace is the geographic area of Tarrant, Parker, Johnson, Collin, Dallas, Denton, Ellis, Kaufman and Rockwall counties.

**Identify each Tier level.** Tier is the level of subcontracting below the prime contractor, i.e., a direct payment from the prime contractor to a subcontractor is considered 1<sup>st</sup> tier, a payment by a subcontractor to its supplier is considered 2<sup>nd</sup> tier

**ALL M/WBEs MUST BE CERTIFIED BEFORE CONTRACT AWARD.**

**Certification** means those firms, located or doing business at the time of bid opening within the Marketplace, that have been determined to be bonafide minority or women businesses by the North Central Texas Regional Certification Agency (NCTRCA), or the Texas Department of Transportation (TX DOT), highway division. Disadvantaged Business Enterprise (DBE) is synonymous with Minority/Women Business Enterprise (M/WBE).

**If hauling services are utilized**, the prime will be given credit as long as the M/WBE listed owns and operates at least one fully licensed and operational truck to be used on the contract. The M/WBE may lease trucks from another M/WBE firm, including M/WBE owner-operators, and receive full M/WBE credit. The M/WBE may lease trucks from non-M/WBEs, including owner-operators, but will only receive credit for the fees and commissions earned by the M/WBE as outlined in the lease agreement.



Primes are required to identify **ALL** subcontractors/suppliers, regardless of status; i.e., Minority, Women and non-M/WBEs.

Please list M/WBE firms first, use additional sheets if necessary.

SUBCONTRACTOR/SUPPLIER Company Name Address Telephone/Fax	Tier	Certification (check one)				Non M W B E	Detail Subcontracting Work	Detail Supplies Purchased	Dollar Amount
		M B E	W B E	N C T R C A	T X D O T				



Primes are required to identify **ALL** subcontractors/suppliers, regardless of status; i.e., Minority, Women and non-M/WBEs.

Please list M/WBE firms first, use additional sheets if necessary.

SUBCONTRACTOR/SUPPLIER Company Name Address Telephone/Fax	T i e r	Certification (check one)				N o n M W B E	Detail Subcontracting Work	Detail Supplies Purchased	Dollar Amount
		M B E	W B E	N C T R C A	T X D O T				



City of Fort Worth  
Subcontractors/Suppliers Utilization Form - continued

Total Dollar Amount of <b>M/WBE</b> Subcontractors/Suppliers	\$
Total Dollar Amount of <b>Non-M/WBE</b> Subcontractors/Suppliers	\$
<b>TOTAL DOLLAR AMOUNT OF ALL SUBCONTRACTORS/SUPPLIERS</b>	\$

The Contractor will not make additions, deletions, or substitutions to this certified list without the prior approval of the Minority and Women Business Enterprise Office Manager or designee through the submittal of a **Request for Approval of Change/Addition**. Any unjustified change or deletion shall be a material breach of contract and may result in debarment in accord with the procedures outlined in the ordinance. The contractor shall submit a detailed explanation of how the requested change/addition or deletion will affect the committed M/WBE goal. If the detail explanation is not submitted, it will affect the final compliance determination.

By affixing a signature to this form, the Offeror further agrees to provide, directly to the City upon request, complete and accurate information regarding actual work performed by all subcontractors, including M/W/DBE(s) arrangements submitted with the bid. The Offeror also agrees to allow an audit and/or examination of any books, records and files held by their company. The bidder agrees to allow the transmission of interviews with owners, principals, officers, employees and applicable subcontractors/suppliers/contractors participating on the contract that will substantiate the actual work performed by the M/W/DBE(s) on this contract, by an authorized officer or employee of the City. Any intentional and/or knowing misrepresentation of facts will be grounds for terminating the contract or debarment from City work for a period of not less than three (3) years and for initiating action under Federal, State or Local laws concerning false statements. Any failure to comply with this ordinance and create a material breach of contract may result in a determination of an irresponsible Offeror and barred from participating in City work for a period of time not less than one (1) year.

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City/State/Zip**

\_\_\_\_\_  
**Printed Signature**

\_\_\_\_\_  
**Contact Name/Title (if different)**

\_\_\_\_\_  
**Telephone and/or Fax**

\_\_\_\_\_  
**E-mail Address**

\_\_\_\_\_  
**Date**



DOE \_\_\_\_\_ PROJECT \_\_\_\_\_ BID NUMBER \_\_\_\_\_  
(Please check one)

**Minority/Women Business Enterprise Office  
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR/SUBCONSULTANT**

[NOTE: Pursuant to the City of Fort Worth M/WBE Ordinance, DBE firms participating in the program must have current certification status with the City of Fort Worth prior to award of a contract where they are counted towards subcontracting participation. If the City of Fort Worth determines that a firm is not an eligible DBE firm for City of Fort Worth subcontracts, that firm should immediately submit a completed certification application to the North Central Texas Regional Certification Agency (NCTRCA), 624 Six Flags Drive, Suite 216, Arlington, TX 76011.]

1. Name of Project \_\_\_\_\_
2. Name of offeror/prime contractor \_\_\_\_\_
3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both):  
\_\_\_\_\_

\_\_\_\_\_ at the price of \$ \_\_\_\_\_

\_\_\_\_\_  
(Name of DBE Firm) (Date)

\_\_\_\_\_  
Circle one (Owner/Authorized Agent of DBE firm) Type or Print Name (Signature of Owner or Authorized Agent of DBE firm)

\_\_\_\_\_  
(Phone Number) (Fax Number)

**AFFIDAVIT OF PRIME CONTRACTOR**

I HEREBY DECLARE AND AFFIRM that I, \_\_\_\_\_ am the duly authorized representative of  
Circle one (Owner/Authorized Agent)

\_\_\_\_\_ and that I have personally reviewed the material and  
Name of Prime Contractor

facts set forth in this Letter of Intent to Perform. To the best of my knowledge, information and belief, the facts in this form are true, and no material facts have been omitted.

Pursuant to the City of Fort Worth M/WBE Ordinance, any person [entity] who makes a false or fraudulent statement in connection with participation of a D/M/WBE in any City of Fort Worth contract may be referred for debarment procedures under the City of Fort Worth M/WBE Ordinance.

I do solemnly swear or affirm that the signatures contained herein and the information provided by the Prime Contractor are true and correct, and that I am authorized on behalf of the Prime Contractor to make the affidavit.

\_\_\_\_\_  
Circle One (Owner/ Authorized Agent) Type or Print Name (Name of Prime Contractor-Print or Type)

\_\_\_\_\_  
(Signature of Owner or Authorized Agent) (Date)

\_\_\_\_\_  
(Phone Number) (Fax Number)

05/19/03

**City of Fort Worth Prime Contractor Waiver Form**

<b>PRIME COMPANY NAME:</b>		<b>Check applicable block to describe prime</b>	
<b>PROJECT NAME:</b>		M/W/D BE	NON- M/W/DBE
		<b>BID DATE</b>	
<b>City's M/WBE Project Goal:</b>  10%	<b>PROJECT NUMBER</b>		

If both answers to this form are **YES**, do not complete ATTACHMENT 1C(Good Faith Effort Form). All questions on this form must be completed and a detailed explanation provided, if applicable. If the answer to either question is **NO**, then you must complete ATTACHMENT 1C. This form is only applicable if **both** answers are yes.

**Failure to complete this form in its entirety and be received by the Managing Department on or before 5:00 p.m., five (5) City business days after bid opening, exclusive of the bid opening date, will result in the bid being considered non-responsive to bid specifications.**

Will you perform this entire contract without subcontractors?  If yes, please provide a detailed explanation that proves based on the size and scope of this project, this is your normal business practice and provide an operational profile of your business.	YES
	NO
Will you perform this entire contract without suppliers?  If yes, please provide a detailed explanation that proves based on the size and scope of this project, this is your normal business practice and provide an inventory profile of your business.	YES
	NO

The bidder further agrees to provide, directly to the City upon request, complete and accurate information regarding actual work performed by all subcontractors, including M/WBE(s) on this contract, the payment therefore and any proposed changes to the original M/WBE(s) arrangements submitted with this bid. The bidder also agrees to allow an audit and/or examination of any books, records and files held by their company that will substantiate the actual work performed by the M/WBEs on this contract, by an authorized officer or employee of the City. Any intentional and/or knowing misrepresentation of facts will be grounds for terminating the contract or debarment from City work for a period of not less than three (3) years and for initiating action under Federal, State or Local laws concerning false statements. Any failure to comply with this ordinance creates a material breach of contract may result in a determination of an irresponsible offeror and barred from participating in City work for a period of time not less than one (1) year.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contact Name (if different)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Date

**City of Fort Worth  
Good Faith Effort Form**

<b>PRIME COMPANY NAME:</b>		<b>Check applicable block to describe prime</b>	
<b>PROJECT NAME:</b>		M/W/D BE	NON- M/W/DBE
		<b>BID DATE</b>	
<b>City's M/WBE Project Goal:</b> 5%	<b>PROJECT NUMBER</b>		

**If you have failed to secure M/WBE participation and you have subcontracting and/or supplier opportunities or if your DBE participation is less than the City's project goal, you must complete this form.**

If the bidder's method of compliance with the M/WBE goal is based upon demonstration of a "good faith effort", the bidder will have the burden of correctly and accurately preparing and submitting the documentation required by the City. Compliance with each item, 1 thru 6 below, shall satisfy the Good Faith Effort requirement absent proof of fraud, intentional and/or knowing misrepresentation the facts or intentional discrimination by the bidder.

Failure to complete this form, in its entirety with supporting documentation, and received by the Managing Department on or before 5:00 p.m. five (5) City business days after bid opening, exclusive of bid opening date, will result in the bid being considered non-responsive to bid specifications.

**1.) Please list each and every subcontracting and/or supplier opportunity for the completion of this project, regardless of whether it is to be provided by a M/WBE or non-M/WBE. (DO NOT LIST NAMES OF FIRMS) On Combined Projects, list each subcontracting and or supplier opportunity through the 2<sup>nd</sup> tier.**

*(Use additional sheets, if necessary)*

List of Subcontracting Opportunities	List of Supplier Opportunities

Obtain a current (not more than three (3) months old from the bid open date) list of M/WBE subcontractors and/or suppliers from the City's M/WBE Office.

Yes  
 No

Date of Listing \_\_\_\_/\_\_\_\_/\_\_\_\_

2.) Did you solicit bids from M/WBE firms, within the subcontracting and/or supplier areas previously listed, at least ten calendar days prior to bid opening by mail, exclusive of the day the bids are opened?

Yes (If yes, attach M/WBE mail listing to include name of firm and address and a dated copy of letter mailed.)  
 No

3.) Did you solicit bids from M/WBE firms, within the subcontracting and/or supplier areas previously listed, at least ten calendar days prior to bid opening by telephone, exclusive of the day the bids are opened?

Yes (If yes, attach list to include name of M/WBE firm, person contacted, phone number and date and time of contact.)  
 No

NOTE: A facsimile may be used to comply with either 3 or 4, but may not be used for both. If a facsimile is used, attach the fax confirmation, which is to provide M/WBE name, date, time, fax number and documentation faxed.

NOTE: If the list of M/WBEs for a particular subcontracting/supplier opportunity is ten (10) or less, the bidder must contact the entire list to be in compliance with questions 3 and 4. If the list of M/WBEs for a particular subcontracting/supplier opportunity is ten (10) or more, the bidder must contact at least two-thirds (2/3) of the list within such area of opportunity, but not less than ten to be in compliance with questions 3 and 4.

4.) Did you provide plans and specifications to potential M/WBEs or information regarding the location of plans and specifications in order to assist the M/WBEs?

Yes  
 No

5.) Submit documentation if M/WBE quotes were rejected. The documentation submitted should be in the forms of an affidavit, include a detailed explanation of why the M/WBE was rejected and any supporting documentation the bidder wishes to be considered by the City. In the event of a bona fide dispute concerning quotes, the bidder will provide for confidential *in-camera* access to and inspection of any relevant documentation by City personnel.

*(Please use additional sheets, if necessary, and attach.)*

Company Name	Telephone	Contact Person	Scope of Work	Reason for Rejection

**ADDITIONAL INFORMATION:**

Please provide additional information you feel will further explain your good and honest efforts to obtain M/WBE participation on this project.

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The bidder further agrees to provide, directly to the City upon request, complete and accurate information regarding actual work performed on this contract, the payment thereof and any proposed changes to the original arrangements submitted with this bid. The bidder also agrees to allow an audit and/or examination of any books, records and files held by their company that will substantiate the actual work performed on this contract, by an authorized officer or employee of the City.

Any intentional and/or knowing misrepresentation of facts will be grounds for terminating the contract or debarment from City work for a period of not less than three (3) years and for initiating action under Federal, State or Local laws concerning false statements. Any failure to comply with this ordinance and creates a material breach of contract may result in a determination of an irresponsible offeror and barred from participating in City work for a period of time not less than one (1) year.

The undersigned certifies that the information provided and the M/WBE(s) listed was/were contacted in good faith. It is understood that any M/WBE(s) listed in Attachment 1C will be contacted and the reasons for not using them will be verified by the City's M/WBE Office.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contact Name and Title (if different)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Date



CITY OF FORT WORTH

All questions must be answered; use "NA" if applicable.

Name of City project: \_\_\_\_\_

A JOINT VENTURE FORM MUST BE COMPLETED ON EACH PROJECT

Bid/PURCHASING NUMBER: 09-0203

**1. Joint venture information:**

Joint Venture Name:					
Joint Venture Address: <i>(If applicable)</i>					
Telephone:		Facsimile:	E-mail address:		
Cellular:					
Identify the firms that comprise the joint venture:  <i>Please attach extra sheets if additional space is required to provide detailed explanations of work to be performed by each firm comprising the joint venture</i>					
<b>M/WBE firm name:</b>				<b>Non-M/WBE firm name:</b>	
Business Address:			Business Address:		
City, State, Zip:			City, State, Zip:		
Telephone	Facsimile	E-mail	Telephone	Facsimile	
Cellular			Cellular		
<b>Certification Status:</b>			E-mail address		
<b>Name of Certifying Agency:</b>					

**2. Scope of work performed by the Joint Venture:**

Describe the scope of work of the M/WBE:	Describe the scope of work of the non-M/WBE:

3. What is the percentage of M/WBE participation on this joint venture that you wish to be counted toward meeting the project goal? \_\_\_\_\_

4. Attach a copy of the joint venture agreement.

5. List components of ownership of joint venture: *(Do not complete if this information is described in joint venture agreement)*

Profit and loss sharing:	
Capital contributions, including equipment:	
Other applicable ownership interests:	

6. Identify by name, race, sex and firm those individuals (with titles) who are responsible for the day-to-day management and decision making of the joint venture:

Financial decisions (to include Account Payable and Receivable):	
Management decisions: a. Estimating	
b. Marketing and Sales	
c. Hiring and Firing of management personnel	
d. Purchasing of major equipment and/or supplies	
Supervision of field operations	

The City's Minority and Women Business Enterprise Office will review your joint venture submission and will have final approval of the M/WBE percentage applied toward the goal for the project listed on this form.

**NOTE:**

From and after the date of project award, if any of the participants, the individually defined scopes of work or the dollar amounts/percentages change from the originally approved information, then the participants must inform the City's M/WBE Office immediately for approval. Any unjustified change or deletion shall be a material breach of contract and may result in debarment in accord with the procedures outlined in the City's M/WBE Ordinance.

**AFFIDAVIT**

The undersigned affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operation of the joint venture. Furthermore, the undersigned shall agree to provide to the joint venture the stated scope of work, decision-making responsibilities and payments herein.

The City also reserves the right to request any additional information deemed necessary to determine if the joint venture is eligible. Failure to cooperate and/or provide requested information within the time specified is grounds for termination of the eligibility process.

The undersigned agree to permit audits, interviews with owners and examination of the books, records and files of the joint venture by any authorized representatives of the City of Fort Worth. Failure to comply with this provision shall result in the termination of any contract, which may be awarded under the provisions of this joint venture's eligibility and may initiate action under Federal, State and/or Local laws/ordinances concerning false statements or willful misrepresentation of facts.

Name of M/WBE firm	Name of non-M/WBE firm
Printed Name of Owner	Printed Name of Owner
Signature of Owner	Signature of Owner
Printed Name of Owner	Printed Name of Owner
Signature of Owner	Signature of Owner
Title	Title
Date	Date

**Notarization**

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared

\_\_\_\_\_ and \_\_\_\_\_

to me personally known and who, being duly sworn, did execute the foregoing affidavit and did state that they were properly authorized to execute this affidavit and did so as their free act and deed.

Notary Public \_\_\_\_\_  
Print Name

Notary Public \_\_\_\_\_  
Signature

Commission Expires \_\_\_\_\_

City of Fort Worth, Texas  
Standard Purchasing Terms and Conditions

- 1.0 DEFINITION OF BUYER - The City of Fort Worth, its officers, agents, servants, employees, contractors and subcontractors who act on behalf of various City departments, bodies or agencies.
- 2.0 DEFINITION OF SELLER - The consultant, contractor, supplier, vendor or other provider of goods and/or services, its officers, agents, servants, employees, contractors and subcontractors who act on behalf of the entity under a contract with the City of Fort Worth.
- 3.0 PUBLIC INFORMATION - Any information submitted to the City of Fort Worth (the "City") could be requested by a member of the public under the Texas Public Information Act. See TEX. GOV'T CODE ANN. §§ 552.002, 552.128(c) (West Supp. 2006). If the City receives a request for a Seller's information, the Seller listed in the request will be notified and given an opportunity to make arguments to the Texas Attorney General's Office (the "AG") regarding reasons the Seller believes that its information may not lawfully be released. If Seller does not make arguments or the AG rejects the arguments Seller makes, Seller's information will be released.
- 4.0 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS - No officer or employee of Buyer shall have a financial interest, direct or indirect, in any contract with Buyer or be financially interested, directly or indirectly, in the sale to Buyer of any land, materials, supplies or services, except on behalf of Buyer as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, expressed or implied, of the person or corporation contracting with the City Council shall render the contract invalid by the City Manager or the City Council. (Chapter XXVII, Section 16, City of Fort Worth Charter)
- 5.0 ORDERS -
- 5.1 No employees of the Buyer or its officers, agents, servants, contractors and subcontractors who act on behalf of various City departments, bodies or agencies are authorized to place orders for goods and services without providing approved contract numbers, purchase order numbers, or release numbers issued by the Buyer. The only exceptions are Purchasing Card orders and bona fide emergencies. In the case of emergencies, the Buyer's Purchasing Division will place such orders.
- 5.2 Acceptance of an order and delivery on the part of the Seller without an approved contract number, purchase order number, or release number issued by the Buyer may result in rejection of delivery, return of goods at the Seller's cost and/or non-payment.
- 6.0 SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of container, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
- 7.0 SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.
- 8.0 TITLE AND RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery after inspection and acceptance of the goods.

- 9.0 DELIVERY TERMS AND TRANSPORTATION CHARGES – Freight terms shall be F.O.B. Destination, Freight Prepaid and Allowed, unless delivery terms are specified otherwise in Seller's bid. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs; provided, Buyer shall have the right to designate what method of transportation shall be used to ship the goods.
- 10.0 PLACE OF DELIVERY - The place of delivery shall be set forth in the "Ship to" block of the purchase order, purchase change order, or release order.
- 11.0 RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods upon delivery before accepting them. Seller shall be responsible for all charges for the return to Seller of any goods rejected as being nonconforming under the specifications.
- 12.0 INVOICES -
- 12.1 Seller shall submit separate invoices in duplicate, on each purchase order or purchase change order after each delivery. Invoices shall indicate the purchase order or purchase change order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Seller shall mail or deliver invoices to Buyer's Department and address as set forth in the block of the purchase order, purchase change order or release order entitled "Ship to." Payment shall not be made until the above instruments have been submitted after delivery and acceptance of the goods and/or services.
- 12.2 Seller shall not include Federal Excise, State or City Sales Tax in its invoices. The Buyer shall furnish a tax exemption certificate.
- 13.0 PRICE WARRANTY -
- 13.1 The price to be paid by Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to Seller's current prices on orders by others, or in the alternative upon Buyer's option, Buyer shall have the right to cancel this contract without liability to Seller for breach or for Seller's actual expense.
- 13.2 Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, excepting bona fide employees of bona fide established commercial or selling agency is maintained by Seller for the purpose of securing business. For breach or violation of this warranty, Buyer shall have the right, in addition to any other right or rights arising pursuant to said purchase(s), to cancel this contract without liability and to deduct from the contract price such commission percentage, brokerage or contingent fee, or otherwise to recover the full amount thereof.
- 14.0 PRODUCT WARRANTY - Seller shall not limit or exclude any express or implied warranties and any attempt to do so shall render this contract avoidable at the option of Buyer. Seller warrants that the goods furnished will conform to Buyer's specifications, drawings and descriptions listed in the bid invitation, and the sample(s) furnished by Seller, if any. In the event of a conflict between Buyer's specifications, drawings, and descriptions, Buyer's specifications shall govern.
- 15.0 SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, Buyer

may return the product for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense. Where no correction is or can be made Seller shall refund all monies received for such goods with thirty (30) days after request is made therefore and confirmed in writing: failure to do so shall constitute breach and cause this contract to terminate immediately.

- 16.0 NO WARRANTY BY BUYER AGAINST INFRINGEMENTS OF PATENTS, COPYRIGHTS OR TRADE SECRETS - As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with Buyer's specifications attached to Buyer's invitation to bid will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to Buyer's specification will not give rise to such a claim and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like, if Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two (2) weeks after the award of this bid, if Buyer does not receive notice and is subsequently held liable for infringement of the like, Seller will indemnify for the full dollar amount thereof. If Seller in good faith ascertains within two (2) weeks after the award of this bid that production of the goods in accordance with Buyer's specification will result in infringement or the like this contract shall be null and void except that Buyer will pay Seller the reasonable cost of Seller's search as to infringement.
- 17.0 PROPRIETARY RIGHTS INDEMNIFICATION - Seller warrants that the goods do not infringe upon or violate any United States patent, copyright, or trade secret. Seller will defend at its expense any action against Buyer or Buyer as licensee to the extent that it is based on a claim that goods used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Seller will pay any costs and damages finally awarded against Buyer or Buyer as licensee in such actions which is attributable to such claim. Should the products become, or in Seller's opinion be likely to become, the subject of any claim of infringement, Seller shall procure for Buyer or Buyer as licensee the right to continue using the goods, replace them or modify them to make them non-infringing, or discontinue the license of them.
- 18.0 CANCELLATION - Buyer shall have the right to cancel this contract immediately for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller, or if Seller files for bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.
- 19.0 TERMINATION - The performance of work under this order may be terminated in whole or in part by Buyer, with or without cause, at any time upon the delivery to Seller of a written "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer as set forth in clause 13, herein.
- 20.0 ASSIGNMENT - DELEGATION - No right, interest or obligation of Seller under this contract shall be assigned or delegated without the written agreement of Buyer' Purchasing Manager. Any attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 21.0 WAIVER - No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration in writing and is signed by the aggrieved party.
- 22.0 MODIFICATIONS - This contract can be modified or rescinded only by a written agreement signed by both parties.
- 23.0 INTERPRETATION AND PRIOR EVIDENCE - This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade

shall be relevant to supplement or explain any term used in this agreement. Acceptance of or acquiescence in a course of performance under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this agreement, the definition contained in the UCC shall control.

- 24.0 APPLICABLE LAW - This agreement shall be governed by the Uniform Commercial Code wherever the term "Uniform Commercial Code" or "UCC" is used. It shall be construed as meaning the Uniform Commercial Code as adopted and amended in the State of Texas. Both parties agree that venue for any litigation arising from this contract shall be in Fort Worth, Tarrant County, Texas. This contract shall be governed, construed and enforced under the laws of the State of Texas.
- 25.0 INDEPENDENT CONTRACTOR - Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Buyer. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and sub-contractors. The doctrine of respondent superior shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors. Nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller, its officers, agents, employees, contractors and subcontractors.
- 26.0 INDEMNIFICATION - Seller covenants and agrees to, and does hereby, indemnify and hold harmless and defend Buyer, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to any and all persons or property, whether real or asserted, arising out of or in connection with any negligent act or omission on the part of the Seller, its officers, agents, servants, employees or subcontractors, and Seller does hereby assume all liability and responsibility for injuries, claims or suits for damages to persons or property, of whatsoever kind or character, whether real or asserted, occurring during or arising out of the performance of this contract as a result of any negligent act or omission on the part of the Seller, its officers, agents, servants, employees or subcontractors.
- 27.0 SEVERABILITY - In case any one or more of the provisions contained in this agreement shall for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, which agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 28.0 FISCAL FUNDING LIMITATION - In the event no funds or insufficient funds are appropriated and budgeted or are otherwise available by any means whatsoever in any fiscal period for payments due under this contract, then Buyer will immediately notify Seller of such occurrence and this contract shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to Buyer of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.
- 29.0 NOTICES TO PARTIES - Notices addressed to Buyer pursuant to the provisions hereof shall be conclusively determined to have been delivered at the time same is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Purchasing Manager, City of Fort Worth, Purchasing Division, 1000 Throckmorton, Fort Worth, Texas 76102, and notices to Seller shall be conclusively determined to have been delivered at the time same is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to the address given by Seller in its response to Buyer's invitation to bid.
- 30.0 NON-DISCRIMINATION - This contract is made and entered into with reference specifically to Chapter 17, Article III, Division 3 ("Employment Practices"), of the City Code of the City of Fort Worth (1986), as amended, and Seller hereby covenants and agrees that Seller, its employees, officers, agents, contractors or subcontractors, have fully complied with all provisions of same and that no

employee, participant, applicant, contractor or subcontractor has been discriminated against according to the terms of such Ordinance by Seller, its employees, officers, agents, contractor or subcontractors herein.

- 31.0 RIGHT TO AUDIT - Seller agrees that the Buyer shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine and copy any directly pertinent books, computer disks, digital files, documents, papers and records of the Seller involving transactions relating to this contract. Seller agrees that the Buyer shall have access, during normal working hours, to all necessary Seller facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. Buyer shall pay Seller for reasonable costs of any copying Buyer performs on Seller's equipment or requests Seller to provide. The Buyer shall give Seller reasonable advance notice of intended audits.
- 32.0 DISABILITY - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Seller warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Seller or any of its subcontractors. Seller warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold Buyer harmless against any claims or allegations asserted by third parties or subcontractors against Buyer arising out of Seller's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.



**NO BID SHEET  
FOR BID NO: 09-0203  
TRAFFIC MARKING MATERIAL AND SERVICES  
BID OPENING DATE: January 7, 2010**

**LaKita Slack, Buyer  
Purchasing Division  
(817) 392-8314  
Fax No. (817) 392-8440  
E-mail address: [lakita.slack@fortworthgov.org](mailto:lakita.slack@fortworthgov.org)**

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

**City of Fort Worth  
Purchasing Division  
1000 Throckmorton Street  
Fort Worth, Texas 76102**

**Please check the items that apply:**

- Do not sell the item(s) required.
- Cannot be competitive.
- Cannot meet the Specifications highlighted in the attached Bid.
- Cannot provide Insurance required.
- Cannot provide Bonding required.
- Cannot comply with Indemnification requirements.
- Job too small.
- Do not wish to do business with the City.
- Other reason. \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Authorized Officer or Agent Signature:** \_\_\_\_\_

**Telephone:** (\_\_\_\_) \_\_\_\_\_ **FAX Number:** (\_\_\_\_) \_\_\_\_\_