



**PASCO COUNTY BOARD OF COUNTY COMMISSIONERS**

**PURCHASING DEPARTMENT**

**8919 GOVERNMENT DRIVE**

**NEW PORT RICHEY, FLORIDA 34654**

**TELEPHONE: (727) 847-8194**

**FACSIMILE: (727) 847-8065**

**pascocountyfl.net**

# INVITATION FOR BIDS

## BID NO. 06-193F

## PAVEMENT MARKING MATERIALS

## ANNUAL AWARD

### SUMMARY OF WORK

It is the intent of this solicitation to contract with a company to supply Pasco County's Road and Bridge Department with thermoplastic material and beads throughout contract period on an as-needed basis.

The Pasco County Purchasing Department will receive sealed bids until 2:00 p.m., local time (our clock), on October 30, 2006, in the Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida. Bids received after this time will not be accepted. Bids will be publicly opened and read at the above-stated time and date. All interested parties are invited to attend. Bidders shall submit two (2) copies of submitted bids (one [1] original and one [1] copy).

This bid contains provisions for price adjustments based on the Consumer Price Index (CPI). Please refer the Special Provisions.

Please immediately advise of address changes or if you wish to have your firm removed from the vendor list. Vendors receiving this notice must submit either a bid/proposal or "NO BID" to remain on our vendor list for the specified commodity or service. A "NO BID" is provided on Page 2 for your convenience.

This cover is only intended to inform vendors of a pending Invitation for Bid or Request for Proposal. For complete details, please refer to the complete bid/proposal package.

Bid documents may be downloaded by visiting [www.PascoCountyFL.net](http://www.PascoCountyFL.net) or by requesting copies from the Purchasing Department at no cost. The County is not responsible for expenses incurred prior to award by the Board of County Commissioners (Board).

Frank C. Aleskwiz  
Buyer



**PASCO COUNTY BOARD OF COUNTY COMMISSIONERS  
PURCHASING DEPARTMENT  
8919 GOVERNMENT DRIVE  
NEW PORT RICHEY, FLORIDA 34654**

**STATEMENT OF NO BID**

We, the undersigned, have declined to submit a bid response to Invitation for Bid No. 06-193F following reason(s):

Please check all that apply.

1.  Opening date does not allow sufficient time to complete bid response.
2.  We do not offer the commodities or services requested.
3.  Our schedule would not permit us to perform.
4.  We are unable to meet the issued specification.
5.  Specifications are restrictive (please explain below).
6.  We are unable to meet the surety requirements.
7.  Other: \_\_\_\_\_

Explanations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We understand that if a "NO BID" is not returned, our firm will be removed from the bidders' list for the subject commodity.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Fed. ID No.: \_\_\_\_\_

# **IMPORTANT!—PLEASE READ CAREFULLY BEFORE MAKING BID**

## **GENERAL PROVISIONS**

These general terms and conditions of the bid quotation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

### ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by identifying the amendment number in the space provided for this purpose on the bid form, by letter, or by returning a copy of the issued amendment with the submitted bid. The acknowledgment must be received by Pasco County by the time and at the place specified for the receipt of bids. Failure to acknowledge an issued amendment may result in bid rejection and disqualification.

### ADDITIONAL INFORMATION

Questions concerning the contract or technical portions of the bid document must be submitted in writing to Scott P. Stromer, Purchasing Director, Pasco County Purchasing Department; 8919 Government Drive; New Port Richey, Florida 34654; fax machine number (727) 847-8065. Bidders are cautioned that any statements made by individuals, or employees of Pasco County, that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document. No contractual or technical questions will be accepted after ten (10) days prior to the date set for bid opening.

### ALTERNATIVE BIDS

The bidder **WILL NOT** be allowed to offer more than one (1) price (for the goods or services specified). If the said bidder should submit more than one (1) price on any item (or service), ALL prices will be rejected for that item. The bidders offering service delivery methods other than those permitted by the scope of work or specifications may submit a separate envelope clearly marked "Alternative Bid." Alternative bids will be deemed nonresponsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all bids received to permit rewriting the scope of work or specifications to include the alternative method, or the alternative method may be considered for future requirements of Pasco County.

### ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Pasco County all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by Pasco County under the said contract.

### APPLICABLE LAW

The contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The contractor shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

### ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Pasco County.

### AWARD

Consideration for award will be by proximity to specifications given, costs, and time of delivery. All purchases, leases, or contracts that are based on competitive bids will be awarded to the lowest, responsive, and responsible bidder. Complete and accurate responses to all items are necessary for the complete and fair evaluation of bids. Bid award, in addition to the above stated, will be based on compliance with the specified requirements as well as the "total-cost" or "life-cycle costing" concept, including the following: 1) Cost: A cost analysis will be conducted and will include all identifiable costs associated with acquisition, installation, maintenance, and operation of the bidder's offered equipment. The analysis will be based upon the bidder's proposal data and other costs which, in the judgment of the evaluators, will be incurred by the County resulting from acceptance of the bidder's proposal; 2) Equipment: Evaluation of equipment will be based on compliance with the specifications, expected life of equipment, output, maintenance, consumption, disposal value, warranty, complexity of operation, required training, and other factors that may contribute to the overall cost of the specified item; and 3) Bidder's Reputation and Experience: Evaluation of the bidder's reputation, past performance, and experience shall be based on the nature and extent of company data furnished, references and financial responsibility of the bidder. Pasco County reserves the right to award by item, group of items, or lowest total, whichever is deemed to be in the County's best interest. Vendors accepting Purchasing Cards as method of payment may be given preference.

### BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

### BIDDERS' LIST

Failure to submit a bid for the item(s) specified will result in removal from the bidders' list for such (an) item(s). If a bid is not submitted, a "NO BID" response must be submitted to remain on the Pasco County's bidders' list for such items. A form for submitting a "NO BID" is provided on Page 2 for your convenience.

### BID CLARIFICATIONS

If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the plans, specifications, or other documents, he should submit a written request for an interpretation thereof to the Purchasing Director. The bidder's concerns, regarding clarification of specifications and/or discrepancies and/or omissions and/or changes to the attached specifications shall be made in writing and received by the County no later than ten (10) calendar days prior to the bid opening date. The letter from the bidder shall state clearly, and in detail, the basis for such concern(s) or request(s). The letter shall be addressed to the Purchasing Director, and marked "PREBID QUESTION" on the face of the envelope. The Purchasing Director will respond in writing. An interpretation of the bid invitation document will be made only by addendum duly issued to each party receiving a bid invitation. All such addenda shall become part of the contract documents. Pasco County shall not be responsible for explanations or interpretations of bid invitation documents except as issued in accordance herewith. No oral interpretations will be made as to the meaning of specifications or any other contract documents. Failure to comply with this provision will result in the bidder waiving his/her right to dispute the bid specification.

### BID FORM SUBMISSION

Bids shall be submitted on the attached forms. Bids concerning separate bid invitations must not be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision shall not be considered. All bids must be signed, in ink, in order to be considered. Erasures are not acceptable on bids; if necessary to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid, and if the individual is not an officer of the firm or corporation, the bidder must submit proof that the individual has the authority to obligate the firm or corporation. BIDS MAY NOT BE ALTERED OR AMENDED AFTER THE BID CLOSING.

### BID ENVELOPES

Envelopes containing bids must be sealed and marked in the lower left-hand corner with the invitation number, commodity, and date and hour of opening of bids. Failure to do so may cause bid not to be considered. Express Company or Express Mail envelopes containing a sealed bid shall also be sealed and marked in the lower left-hand corner with the invitation number, commodity, and date and hour of opening of bids.

### BID RECEIPT AND OPENING

Pasco County will receive sealed bid proposals until date and time indicated on bid cover. Bids must be delivered, by hand or mail, to the Pasco County Purchasing Department, located at 8919 Government Drive, New Port Richey, Florida, where they will be opened at the stated time. Bids must be time stamped in the Purchasing Department before or on the hour and date indicated on the cover sheet (Invitation for Bid) for the bid opening. Bids received after the date and time of the bid opening will be received, date stamped, and returned to the bidder unopened. It is the responsibility of the bidder to ensure that bids arrive at the designated opening place on time. Late or nondelivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late bids. FACSIMILE (FAXED) BIDS WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD. Notes may be taken at the public reading of the bid(s) at the specified time and date of the opening or a personal inspection may be made of the bid(s) after award has been made and documents are placed in central and public files.

### BID ACCEPTANCE PERIOD

Any bid submitted as a result of the solicitation shall be binding on the bidder for a minimum of ninety (90) calendar days following the bid opening date. Any bid for which the bidder specifies a shorter acceptance period may be rejected.

### BRAND NAMES

Any catalog, brand name, or manufacturer's reference used in the specifications is intended to be descriptive and not restrictive, and is used **only** to indicate type and quality desired. Any article, equipment, or material, which shall conform to the standards and excellence, so established, and is of equal merit, strength, durability, and appearance to perform the desired function, is deemed eligible for offer as a substitute. The qualifications of the offering shall be judged as to their conformance with these specifications. Any equipment offered other than herein specified shall be subject to a competitive demonstration and evaluation by Pasco County. The determination as to whether any alternate product or service is or is not equal shall be made by Pasco County, and such determination(s) shall be final and binding upon all bidders.

### CANCELLATION

Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel, or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of Pasco County. In addition to all other legal remedies available to the County, Pasco County reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the County.

### CONFLICT OF INTEREST

The contractor, by submission of its proposal, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the offer of goods or services specified in this invitation.

### CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without—for the purpose of restricting competition—any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

### COLLUSION AMONG BIDDERS

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. Pasco County may or may not, at its discretion, accept future bids for the same work from participants in such collusion. More than one (1) bid from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one (1) bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a bid for the work.

### DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any subdivision or agency of the State of Florida.

### ETHICS IN PUBLIC PROCUREMENT

The contract shall incorporate by reference, but shall not be limited to, the provisions of law contained in Chapter 112, Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The bidder certifies that its bid was

made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with this bid; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of value.

#### EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form or appendix. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

#### EXPENSES INCURRED IN PREPARING BID

Pasco County accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

#### ERRORS IN EXTENSIONS

If the unit price and the extension price are at variance, the unit price shall prevail.

#### FORCE MAJEURE

The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

#### FAILURE TO DELIVER

In the event of failure of the contractor to deliver the goods and services in accordance with the contract terms and conditions, Pasco County may procure the goods and services from other sources and hold the contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to Pasco County for a maximum of three (3) years. These remedies shall be in addition to any other remedies that Pasco County may have available.

#### FAILURE TO ENFORCE

Failure by Pasco County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Pasco County to enforce any provision at any time in accordance with its terms.

#### INFORMALITIES AND IRREGULARITIES

Pasco County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for Pasco County to properly evaluate the bid, Pasco County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. The Board reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items, total bid, or accept the bid that is most advantageous and in the best interest of Pasco County.

### INDEMNIFICATION

In consideration of the sum of Fifteen and 00/100 Dollars (\$15.00), the receipt and sufficiency of which is acknowledged by the contractor to be included and paid for in the contract price, the contractor shall indemnify, defend, and hold harmless the County and its agents and employees from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and 2) is caused in whole or in part by any negligent act or omission of the contractor and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except for those caused by the negligent act or omission of the County.

In any and all claims against the County or any of its agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

### IDENTICAL BIDS

Identical bids or bids which otherwise appear suspicious will be reported to the County Attorney for investigation.

### LIMITATION OF COST

The contractor agrees to perform the work specified and complete all obligations under the contract within the stated amounts.

### NONAPPROPRIATION

All funds for payment by Pasco County under this contract are subject to the availability of an annual appropriation for this purpose by Pasco County. In the event of nonappropriation of funds by Pasco County for the services provided under the contract, Pasco County will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect, and Pasco County shall not be obligated under this contract beyond the date of termination.

### NONCONFORMING TERMS AND CONDITIONS

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as nonresponsive. Pasco County reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by Pasco County of nonresponsiveness based on the submission of nonconforming terms and conditions.

### NONDISCRIMINATION

By submission of bid, the bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his/her hire,



tenure, terms, conditions, or privileges of employment, because of his/her race, color, religion, sex, disability, or national origin, as outlined in applicable State and Federal regulations.

#### ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract or purchase order must be made in writing by Pasco County.

#### PATENTS AND ROYALTIES

The contractor covenants to save, defend, keep harmless, and indemnify Pasco County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost—including court costs and attorney's fees, charges, liability, and exposure, however caused—for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Pasco County. If the contractor uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

#### PROCUREMENT REGULATIONS

A copy of the Pasco County Procurement Ordinance is available for review at the County Purchasing Department, 8919 Government Drive, New Port Richey, Florida.

#### PUBLIC INFORMATION

Upon public opening of all bids or proposals presented to Pasco County as a result of this solicitation, any and all information contained therein is considered public and may be reviewed by any persons interested in doing so.

#### PURCHASE ORDER REQUIREMENT

Purchases of Pasco County are authorized only if a signed purchase order issued in advance of the transaction, showing that the ordering agency has sufficient funds available to pay for the service. Contractors providing services without a signed purchase order do so at their own risk. Pasco County will not be liable for payment for any services provided under the contract unless a valid purchase order has been issued to the contractor.

#### PAYMENT TERMS AND DISCOUNTS

Unless otherwise indicated in the bid documents, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. Pasco County will pay the contractor within forty-five (45) days after the receipt of a correct invoice for reasonable work allocable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later. Payment(s) are considered effective on the date payment is mailed.

Discounts for prompt payment requiring payment by Pasco County within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by Pasco County of a correct invoice describing reasonable work allocable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later. Discounts for payment in less than forty-five (45) days will not be considered during evaluation for award, but may be taken if applicable after award.

Payment for construction services will be in accordance with Chapter 218, Part VII, Florida Statutes (The Florida Prompt Payment Act).

### PAYMENT PROCEDURES

The Board has adopted Resolution No. 95-70, incorporating its Invoice Payment Procedures Policy in order to help ensure that vendors providing goods and/or services to the Board receive payment in a timely manner and in accordance with Chapter 218, Part VII, Florida Statutes (The Florida Prompt Payment Act). A copy of Resolution No. 95-70 (which includes the policy) is available for viewing during normal business hours at the Office of the Pasco County Clerk of the Circuit Court; 38053 Live Oak Avenue; Department of Secretarial Services, Room 205; Dade City, Florida 33525. Copies of the Resolution may be obtained at a cost of One and 20/100 Dollars (\$1.20). Please make your check payable to Jed Pittman, Clerk of the Circuit Court, and forward payment to the Department of Secretarial Services at the address noted above. For further information, please call (352) 521-4347.

Several payment options are available to successful vendor, upon receipt of a correct invoice:

1. Check may be mailed to the remit address on the invoice. The check is sent to the Post Office the day after Board approval.
2. Check may be picked up in Dade City. The vendor must pick up the check the day after Board approval. The successful bidder or contractor must call (352) 521-4599 for detailed instructions.
3. Payment may be wire-transferred to the vendor's bank account. The vendor must call (352) 521-4599 for detailed instructions.

### QUALITY OF GOODS

All goods shall be new, in first class condition, and of the manufacturer's latest design of the model presently in production. All materials, supplies, and equipment furnished or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as other applicable Federal, State, and local codes. Equipment and materials furnished by the bidder having serious defects, corrosion, or scratches which tend to present an "other than new" appearance shall be promptly replaced or such defects promptly corrected by the bidder at no cost to the County. Any existing Material Safety Data Sheets (MSDS) for the products, materials, supplies, or equipment being bid must be submitted with the bid. No product containing asbestos, lead paint, or polychlorinated biphenyl (PCB) in any form will be considered for award by Pasco County.

### RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to Pasco County, the same amount may be deducted from any sum due the contractor under the contract or under any other contract between the contractor and Pasco County. The rights of Pasco County are in addition and without prejudice to any other right Pasco County may have to claim the amount of any loss or damage suffered by Pasco County on account of the acts or omissions of the contractor.

### TAXES

All bids shall be submitted exclusive of direct Federal, State, and local taxes; however, if the bidder believes certain taxes are properly payable, he/she may list such taxes separately in each case directly below the respective item bid price. Prices quoted must be in units specified, and shall not include the cost of any such taxes, including those on any material, supplies, or

equipment used or installed in the work. Pasco County does not pay Federal Excise and Sales Taxes on direct purchases of tangible personal property. See Exemption Number on face of the resulting purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for improvement of County-owned real property. Please refer to Chapter 192, Florida Statutes.

**END OF GENERAL PROVISIONS**

## **SPECIAL PROVISIONS**

In addition to the General Provisions of this solicitation, these Special Provisions, along with the specifications that follow, apply in like force to this solicitation and to any subsequent contract resulting therefrom.

### **CONTRACT TERM**

The contract period will begin on the date of BCC approval, and continue through September 30, 2009, under the same prices, terms, and conditions as in the original contract approved by the Board, unless canceled in writing by Pasco County. All contracts are subject to the appropriation of funds by the Board.

### **PRICE ADJUSTMENTS BASED ON THE CONSUMER PRICE INDEX (CPI)**

The contract unit prices shall remain firm for the first twelve (12) months of the contract. The unit prices for ensuing contract years shall be based on the movement of the unadjusted figures of the U.S. Department of Labor Consumer Price Index for All Urban Consumers (CPI-U). The contract unit prices will be changed by Pasco County, upon written request of the vendor, in an amount no more than the percentage of movement of the CPI-U for "All Items" (unadjusted) for the twelve (12) month period ending in the month of June. The contract unit price(s) changed as a result of these adjustments shall become effective on each anniversary of the contract and shall be binding on the contractor for each of the subsequent contract periods.

### **REQUIREMENTS CONTRACT**

During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees this is a requirements contract and Pasco County shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of Pasco County for the period of the contract. The amount is only an estimate and the contractor understands and agrees Pasco County is under no obligation to the contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees Pasco County may require services in an amount less than or in excess of the estimated annual contract amount, and the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

### **TRANSPORTATION AND PACKING**

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the seller, f.o.b. New Port Richey, Florida 34564. No additional charges will be allowed for packing, packages, or partial delivery costs. By submitting their bids, all bidders certify and warrant that the price offered for f.o.b. destination includes only the actual freight rate costs at the lowest and best rate and is based upon actual weight of the goods to be shipped. Standard commercial packaging, packing, and shipping containers shall be used, except as otherwise specified herein.

## **END OF SPECIAL PROVISIONS**

# SPECIFICATIONS FOR REFLECTORIZED THERMOPLASTIC MATERIAL

## 1.0 SCOPE

1.1 To qualify, the bidder must evidence in writing with bid that a minimum of 500,000 feet of manufacturer's material as specified has successfully lasted on the road for more than three (3) years and that at least ten (10) Florida government agencies are currently using the specified equipment system. The bidder must supply a list of the Florida government agencies who are currently or have within the past year used the specified material, and accompany this information with the bid.

Current Florida Department of Transportation (FDOT) specifications for thermoplastic material will supersede any standard requirements in these specifications.

1.2 Determination may be made by the Road and Bridge Department as to the conformity of the material on which the low bid is submitted with the specifications requirements, to include demonstration under actual working conditions.

1.3 This specification covers a reflectORIZED oil impervious thermoplastic road marking material that is applied to a road surface in a molten state by extrusion means with a surface application of glass spheres. When applied properly and at the designated thickness and width the stripe shall, upon cooling, be reflectORIZED and be able to resist degradation and deformation by traffic.

## 2.0 CLASSIFICATION

2.1 The thermoplastic material must be homogeneously composed of pigment, filler, resins, and glass reflectorizing spheres. The thermoplastic binder used for the material shall be one (1) of the products on the "Qualified Products List" (FDOT). The thermoplastic material will be available in both white and yellow.

## 3.0 MATERIAL

3.1 The material manufacturer shall have the option of formulating the material according to its specifications; however, the physical and chemical properties contained in this specification are to apply regardless of the type of formulation used. The material upon heating to the application temperature cannot exude fumes which are toxic, or injurious to persons or property. The pigment, beads, and filler are to be free from all skins, dirt, and foreign objects.

3.2 Glass beads (Pre-Mix) must be free from air inclusions:

Refractive Index	1.50 Minimum
Spheres, Percent	40 Minimum
AASHTO M247 Type I	

The beads used in formulation are to be smooth, clear, and free from air, inclusions, and scratches that might reflect their function as a reflecting medial.

3.3 The successful bidder shall supply approximately 300 pounds of drop-on beads conforming to AASHTO Specification M-247 for each ton of thermoplastic material purchased. Type I with moisture-resistant coating.

4.0 REQUIREMENTS

4.1 Specific Gravity: The specific gravity of the thermoplastic traffic line material cannot be less than 1.9 nor more than 2.3.

4.2 Composition: The pigment, beads, and filler shall be uniformly dispersed in the resin. The material is to be free from all skins, dirt, and foreign objects and shall comply with requirements according to Table 1.

Components	By Weight
Binder	18.0% Minimum
Glass Beads	40.0% Minimum
Titanium Dioxide	10.0% Minimum
Yellow (for Yellow Only)	% Minimum per Manufacturer
Calcium Carbonate and Inert Filler	White 37% Maximum Yellow 44.5% Maximum

**Note:** Amount of calcium carbonate and inert fillers shall be at the option of the manufacturer, providing all other requirements of specification are met.

4.3 The binder will consist of a mixture of synthetic resins, at least one (1) of which is solid at room temperature, and high boiling-point plasticizers. At least one-third of the binder composition shall be solid maleic-modified glycerol ester of resin and will be no less than eight (8) percent by weight of the entire material formulation. The binder will not contain petroleum based hydrocarbon resins, tall oil resins, or similar derivatives.

4.4 Pigment: The yellow pigment used shall not contain any lead or chromium compounds.

4.5 The other ingredients are to meet the following specifications:

Titanium Dioxide                      ASTM D476-Type 2

- 4.6 Color: The thermoplastic material after heating four (4) hours at 218°C (425°F) and cooled to 25°C (77°F) shall meet the following:

White: Daylight Reflectance at 45 - 0 . . . 75 Percent Minimum
Yellow: Daylight Reflectance at 45 - 0 . . . 45 Percent minimum and match Federal Test Standards No. 595 - Color

- 4.7 Drying Time: When applied to a temperature range of 211 + 7°C (412 + 12.5°F) and thickness of 3.2 mm (.125 in.). The material shall set to bear traffic in not more than two (2) minutes when the air temperature is 50°F and not more than ten (10) minutes when the air temperature is 90°F.
- 4.8 Bond Strength: After heating the thermoplastic material for four (4) hours at 218°C (425°F), the bond strength to Portland Cement concrete shall exceed 1.24 MPa (180 psi . . ).
- 4.9 Cracking Resistance at Low Temperature: After heating the thermoplastic material for four (4) hours at 218°C (425°F), applied and cooled at -9.4 + 1.7°C (15 + 3°F) shall show no cracks.
- 4.10 Impact Resistance: After heating the thermoplastic material for four (4) hours at 218°C (425°F) and tested, the impact resistance shall be a minimum of ten (10) inch pounds.
- 4.11 Softening Point: After heating the thermoplastic material for four (4) hours at 218°C (425°F) and tested in accordance with ASTH-E-28, materials shall have a softening point of not less than 90°C (194°F).
- 4.12 Yellowness Index: The white thermoplastic material shall not exceed a yellowness index of 0.15.
- 4.13 Storage Life: The material shall meet the requirements of this specification for a period of one (1) year. The thermoplastic must also melt uniformly with no evidence of skins or unmelted particles for this one (1) year period. The manufacturer shall replace any material not meeting the above requirement.

## 5.0 APPLICATION PROPERTIES

- 5.1 The thermoplastic material must be readily applicable to temperatures between 204.4°C - 226.6°C (400°F and 440°F) from the approved equipment to produce a .1251" cross section of line.
- 5.2 The application of additional glass beads by drop-on method shall be at a uniform minimum rate of 0.5 kg of glass spheres for every square meter of line with fifty (50) percent to sixty (60) percent bead embedment.
- 5.3 The temperature-viscosity characteristics are to remain constant up to four (4) hours when heating to the application temperature and shall show like characteristics from batch to batch. The colors are not to exceed the reflectance limitations on the

specifications after four (4) hours at 218.3°C (425°F), nor shall it change from batch to batch.

## 6.0 PACKAGING AND MARKINGS

- 6.1 The thermoplastic traffic material shall be granular packaged in useable plastic bags to which it will not adhere to during shipment or storage. The plastic bags shall consist of granules approximately 14" X 23" X 3" in size and weigh approximately fifty (50) pounds (twenty-three [23] kg), or the thermoplastic traffic material shall be block packaged in suitable corrugated containers to which it will not adhere to during shipment or storage. The corrugated containers shall consist of blocks approximately 14" X 28" X 3" in size and weigh approximately fifty (50) pounds (twenty-three [23] kg). Each bag shall designate the color, manufacturer's name, batch number, and date of manufacture. Each batch manufactured shall have its own separate number. The label shall warn the user that the material shall be heated in the range of 204°C-226°C (400°F-440°F) during application.
- 6.2 The vendor shall assume all costs arising from the use of patented material, equipment, devices, or processes used on or incorporated in the work and agrees to indemnify and save harmless the purchaser and its duly authorized representatives from all suits at law or action of every nature for, or on account of, the use of any patented materials, equipment, devices, or processes.

## 7.0 METHODS OF SAMPLING AND TESTING

- 7.1 The minimum batch size of thermoplastic striping material when tested shall not be less than 2,265 kg (5,000 lbs.) unless the total order is less than this amount. A small trial batch should be made prior to making thermoplastic traffic lines in large quantities to make certain the finished product will comply with all the requirements of this specification.
- 7.2 The material shall be tested in accordance with the appropriate method in Federal Test Method Standard No. 141 appropriate ASTM or AASHTO designation.
- 7.3 The material manufacturer shall provide a verifiable certified test report showing the acceptability of the binder system as specified; an infrared spectra of the extracted binder shall be compared to the characteristic absorption bands of maleic-modified glycerol ester of wood resin. **AR14D MATERIAL ONLY.**
- 7.4 The laboratory or field test for oil impervious thermoplastic shall consist of checking the solubility of solid thermoplastic in nondetergent motor oil. Properly formulated maleic-modified glycerol ester of rosin is virtually insoluble in nondetergent motor oil. This may be checked by rubbing a small amount of oil on a solid chip of thermoplastic.

Properly formulated oil impervious thermoplastic will, when 100 grams of the sample is melted and mixed thoroughly with ten (10) grams of nondetergent motor oil to approximately 425°F remains hard after cooling and show definite separation of the oil as a distinct layer on top of the cooled thermoplastic.



8.0 USAGE

The anticipated estimated yearly usage:

<u>Thermoplastic Material and Beads</u>	<u>Quantity</u>
Yellow (Granular Form)	150,000 lbs.
White (Granular Form)	150,000 lbs.

To be released in 20,000-lb. Increments.

9.0 WARRANTIES

9.1 The thermoplastic compound pavement marking material furnished under this specification shall be guaranteed by the supplier against failure due to poor adhesion resulting from defective materials, providing the material is installed in accordance with the instruction of the supplier.

10.0 DELIVERY

10.1 It shall be the responsibility of the supplier to advise the shipper that the Road and Bridge Department is to be notified twenty-four (24) hours in advance of a delivery. Morning delivery only, nothing after 12:00 p.m. (noon). Flatbed truck deliveries are required.

**END OF SPECIFICATIONS**

# BID FORM

Business Name: \_\_\_\_\_

Item No.	Description	Price Per Pound
1.	Thermoplastic Material and Beads, Yellow, Granular Form	\$ _____
2.	Thermoplastic Material and Beads, White, Granular Form, as Specified	\$ _____

Manufacturer of Beads: \_\_\_\_\_

Delivery: \_\_\_\_\_ Calendar Days After Receipt of Order

"We offer to sell/provide Pasco County, Florida, the above item(s) and/or service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days."

\_\_\_\_\_  
(Signature of Bidder—Ink)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Business Name)

Receipt of Addendum No. \_\_\_\_\_ through No. \_\_\_\_\_ is acknowledged.

Business Name: \_\_\_\_\_

Doing Business as (if Applicable): \_\_\_\_\_

Division of (if Applicable): \_\_\_\_\_ Fed ID No.: \_\_\_\_\_

Business Organization:

Corporation:

Partnership:       General               Limited

Limited Liability Company (LLC):

State Registered In: \_\_\_\_\_ Year: \_\_\_\_\_

Sole Proprietorship:      Owner: \_\_\_\_\_

Other: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_