



CITY OF FORT WORTH / PURCHASING DIVISION
INVITATION TO BID NO. 09-0183
RUBBER REMOVAL & PAINTING OF RUNWAYS & TAXIWAYS
BID CLOSING DATE: OCTOBER 22, 2009

For further information contact: Lance Wright, Buyer (817) 392-6610

FAX (817) 392-8440 Lance.Wright@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, October 22, 2009**, 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 mailed or hand delivered to the following address:**

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 Bids may be withdrawn at any time prior to the official opening. Bids may not be altered, amended or withdrawn after the official opening.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).

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



HOW TO REGISTER WITH THE CITY OF FORT WORTH

- ⇒ Visit www.fortworthgov.org
- ⇒ Click on **Business**
- ⇒ 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

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

For any changes/edits to your vendor profile please contact Donna Higgins at 817-392-8560 or email her at donna.higgins@fortworthgov.org.

OTHER SITES FOR CITY BIDS

TPW Engineering	www.fortworthgov.org/engineering	817-392-7941
Environmental Management	www.fortworthgov.org/dem	817-392-6088
Transportation and Public Works	www.fortworthgov.org/tpw	817-392-7800
Water	www.fortworthgov.org/water	817-392-7540

BID SOLICITATION



City of Ft Worth
1000 Throckmorton Street
Tax ID No. 75-6000528
Fort Worth TX 76102

BID OPENING DATE AND TIME:
10/22/2009 2:00 PM

BID NUMBER: 09-0183

CATALOG ID:

BUYER: Slack, La'Kita
PHONE #: (817) 392 - 8314 ext.
DELIVERY REQUIRED:

V E N D O R	
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S H I P T O	City of Ft Worth Aviation Dept. Administration Meacham Airport 228 Meacham Airport Terminal FORT WORTH TX 76106
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Item	Class-Item	Quantity	Unit	Unit Price	Total
	The City's standard payment terms are Net 30. However, any lesser term with a discount offered by the vendor may be accepted. When submitting a bid, the vendor must offer payment terms in the "Terms of Payment" section at the bottom left corner of this form and must be either "Net 30" or a lesser period with a discount for early payment such as "2/20, net 30" or "1/15, net 30", etc. If the "Terms of Payment" section at the bottom is left blank, the City will assume Net 30 and evaluate the payment terms as Net 30.				
1.0	905-60 Rubber Removal for Various Airport Locations as Designated by the Aviation Department. A Minimum of 18,750 Square Feet Per Project.	75000.00	SQFT	_____	_____
2.0	905-60 Painting of Runways & Taxiways for Various Airport Locations as Designated by the Aviation Department. A Minimum of 12,500 Square Feet Per Project.	50000.00	SQFT	_____	_____
				TOTAL:	_____

ent terms in the "Terms of Payment" section at the bottom left corner of this form and must be either "Net 30" or a lesser period with a discount for early pay

WE AGREE TO FURNISH ANY OR ALL OF THE ITEMS QUOTED AT THE PRICES SHOWN. QUOTE MUST BE HELD FIRM FOR PERIOD OF 60 DAYS.

TERMS OF PAYMENT: _____

COMPANY: _____

DELIVERY: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

NAME AND TITLE: _____

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**

- 2.1 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.
- 2.2 Requests for explanations or clarifications may be faxed to the City's Purchasing Division at (817) 392-8440. The fax must clearly identify the Buyer's name and the Solicitation 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.
- 2.3 The following provisions are intended to ensure a fair and equitable review process so that there is no actual or potential situation where one bidder secures or attempts to secure an unfair advantage over another bidder or creates a situation where there is an appearance of impropriety in contacts between the bidder, its agent, contractor, or consultant and City officials.
- 2.3.1 **After release of the Solicitation, no officer, employee, agent or representative of the Bidder shall have any contact or discussion, verbal or written, with any members of the City Council, City staff or City's consultants, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's consultants regarding any matters pertaining to this Solicitation, except as herein provided.**
- 2.3.2 Contacts by the Bidder with City staff when such contacts do not pertain to a solicitation or bid are exempt from this provision. Examples include:
- 2.3.2.1 Private (non-business) contacts with the City staff by the bidder's employees acting in their personal capacity;
- 2.3.2.2 Presentations and/or responses to inquiries initiated by City staff.
- 2.3.3 If a representative of the Bidder has a question about any potential contact as described above, the Purchasing Manager will be notified in order to make a determination as to whether any contact is allowed in accordance with the solicitation.

- 2.3.4 **If a representative of any Bidder submitting a bid violates the foregoing prohibition by contacting any of these parties, such contact may result in the Bidder being disqualified from the procurement process.**

3.0 **PRE-BID CONFERENCE**

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:** 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/finance>.

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 will award contracts to the bidder 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 (30%);
 - 8.2.1.2 Reputation of the bidder and of the bidder's goods or services (20%);
 - 8.2.1.3 Quality of the bidder's goods or services (20%);
 - 8.2.1.4 Extent to which the goods or services meet the City's needs (20%);
 - 8.2.1.5 Bidder's past relationship with the City (5%);
 - 8.2.1.6 Impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses, including Certified Minority Women-Owned Businesses, and non-profit organizations employing persons with disabilities (5%);
 - 8.2.1.7 Total long-term cost to the City to acquire the bidder's goods or services (0%); and
 - 8.2.1.8 Any relevant criteria specifically listed in the request for bids or proposals (0%);
 - 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.

Revised September 12, 2007

1.0 SCOPE OF WORK

- 1.1 The City of Fort Worth is accepting bids for an annual agreement to provide Rubber Removal & Painting of Runways & Taxiways for the Aviation Department in accordance with the specifications shown herein the solicitation.
- 1.2 The term of the agreement shall be for a period of one (1) year with options to renew annually for up to four (4) additional years. However, if funds are not appropriated, the City may cancel the agreement 30 calendar days after providing written notification to the contractor.

SPECIFICATIONS FOR RUBBER REMOVAL

2.0 DESCRIPTION

- 2.1 This shall consist of furnishing all labor, equipment, and materials required for the removal of rubber from areas designated on the plans or as directed by the Airport Manager or designee.
- 2.2 This removal operation will be accomplished with high pressure water and/or detergents. The use of environmentally acceptable chemical agents shall be considered on a case-by-case basis. Rubber removal methods that use water and/or chemicals shall not be permitted when the air temperature is at 40 degrees Fahrenheit and falling or the pavement surface temperature is at 35 degrees Fahrenheit or less and falling.

3.0 EQUIPMENT

- 3.1 The equipment used in the removal operation shall be safe and in satisfactory working condition at all times. All equipment must be able to clear from the area within five minutes or less in the event of an emergency. All mobile equipment must be mounted on pneumatic tires, have proper identification, appropriate beacons and necessary lighting-for night operations.
- 3.2 All mobile equipment must have radio communication capability and/or an escort with radio communication capability. All operations of vehicles and equipment must have FAA ground vehicle operations and ATCT communication training, before entering an AOA. All operations on airport property will be conducted in accordance with FAA Advisory Circular 150/5370-2 "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION" (current version) and as approved by the Airport Manager or designee.
- 3.3 The water supply shall be a fire hydrant designated by the Airport Manager or designee and located within a reasonable proximity to the work area. The use and payment of water supplied by fire hydrants shall be responsibility of contractor. The Contractor shall use either a back-flow prevention device or air lock to fill without risk of back-flowing the water supply. The Contractor shall furnish all equipment, material, and/or labor necessary to obtain and deliver water from the designated fire hydrant to the work area(s).

4.0 **PERFORMANCE**

- 4.1 The high pressure water system, if used, shall have the capability of removing the rubber while restoring both Portland cement concrete and asphaltic concrete, surface to a natural surface, with no substrate damage. The water blasting unit must have adjustable speeds, adjustable pressure ranges, speed controlled rotating spray bars, and an assortment of nozzle sizes. The system will be operated by a technician with a minimum of five years experience.
- 4.2 The detergent, if used, shall effectively remove rubber residue from both Portland cement concrete and asphaltic concrete surfaces, restoring them to a natural surface. Detergents must also clean existing markings and lights without damage to them. Any detergent use must be safe for personnel, airport equipment, environment, and rinse off easily leaving no corrosive residue.
- 4.3 Rubber removal shall be defined as the removal of at least 90 percent of the rubber build up and/or Mu values have been restored to within 10 percent of those on an uncontaminated portion of the center portion of the runway. Rubber deposits shall be removed at a rate of 10,000 square feet per hour. Deposits of rubber are defined as any surface deposit that can be removed by scratching the deposit with a flat, sharp object (such as a pocket-knife) without damaging the pavement surface. Stains are defined as materials in the pavement surface micro texture that can not be removed without damaging the pavement surface. Stains are generally embedded in the surface of the pavement below the horizontal plane of the surface texture. The contractor is not responsible for stain removal.
- 4.4 A one square foot section of transparent material inscribed with a grid of 100 equal squares shall be-used as a tool for quantitative measurement of the 90 percent removal. This grid pattern shall be furnished to the Airport Manager or designee by the contractor. Place the grid on the surface pavement at random locations. Then count the number of squares containing rubber deposits. The number of squares containing rubber deposits shall not exceed ten in each of the randomly selected locations.
- 4.5 The Contractor shall remove from the airfield all debris, waste, and by products generated by the rubber removal. Accumulation of residue resulting from the removal operation shall be removed as the work progresses.

5.0 **METHOD OF MEASUREMENT**

- 5.1 The removal of rubber shall be measured by the square foot in accordance with the specifications and acceptance by the Airport Manager or designee.

6.0 **BASIS OF PAYMENT**

- 6.1 The quantities of rubber removed from the pavement surfaces as specified in paragraph 4.1 will be paid by a contracted unit price per square foot of rubber-removal. The payment will constitute full compensation for all labor, materials, tools, equipment, appliances, disposal, and performance of all work specified in removing rubber from the designated area.

7.0 CONTRACT QUANTITIES

- 7.1 The rubber removal conducted under this contract will primarily be for the Fort Worth Alliance Airport. The City of Fort Worth reserves the right to extend this contract for rubber removal at either Meacham or Spinks airports.
- 7.2 Annual rubber removal will be approximately 75,000 square feet and requested on a regular basis throughout the year with a minimum of 18,750 square feet of rubber removal per project.

SPECIFICATIONS FOR RUNWAY & TAXIWAY PAINTING

8.0 DESCRIPTION

- 8.1 This item shall consist of the painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Airport Manager or designee.
- 8.2 Where reference is made to specifications of ASTM or AASHTO it shall be construed to mean the latest standard in effect on the date of the proposal. All items described within shall be in accordance with FAA Advisory Circulars to include; AC 150/5340 "STANDARDS FOR AIRPORT MARKINGS" (current version) All operations on airport property will be conducted in accordance with FAA Advisory Circular 150/5370-2 "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION" (current version) and as approved by the Airport Manager or designee.

9.0 MATERIALS

- 9.1 **PAINT.** Paint shall be Waterborne and furnished in white - 37925, yellow - 33538, black 37038, and Red 31136 in accordance with Federal Standard No 595. Paint shall meet the requirements of Federal Specification TT-P 1952D, Type II.
- 9.2 **REFLECTIVE MEDIA.** All white, yellow and red markings require Type III glass beads unless otherwise directed by the Airport Manager or designee. Glass beads shall meet the requirements for Federal Specification TT-B-1325C, Type III. Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

10.0 CONSTRUCTION METHODS

- 10.1 **WEATHER LIMITATIONS.** The painting shall be performed only when the surface is dry and when the surface temperature is at least 45°F (7°C) and rising and the pavement surface temperature, is at least 5°F (2.7°C) above the dew point. Markings shall not be applied when the pavement temperature is greater than 120°F.
- 10.2 **EQUIPMENT.** Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job. The mechanical marker shall be an atomizing spray-type marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall apply markings of uniform cross sections and clear-cut edges without running or spattering and without over spray.

- 10.3 All mobile equipment must have radio communication capability and/or an escort with radio communication capability. All operations of vehicles and equipment must have FAA ground vehicle operations and ATCT communication training, before entering an AOA. All operations on airport property will be conducted in accordance with FAA Advisory Circular 150/5370-2 "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION" (current version) and as approved by the Airport Manager or designee.
- 10.3 **PREPARATION OF SURFACE.** Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material that would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by sweeping and blowing or by other methods as required to remove all dirt, laitance, and loose materials without damage to the pavement surface. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the Airport Manager or designee. Paint shall not be applied to Portland cement concrete pavement until the areas to be painted are clean of curing material. Sandblasting or high-pressure water shall be used to remove curing materials.
- 10.4 **LAYOUT OF MARKINGS.** The proposed markings shall be laid out in advance of the paint application.
- 10.5 **APPLICATION.** Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the Airport Manager or designee.
- 10.6 The edges of the markings shall not vary from a straight line more than 1/2 inch in 50 feet and marking dimensions and spacing shall be within the following tolerances:

Dimension and Spacing	Tolerance
36 inches or less	±1/2 inch
greater than 36 inches to 6 feet	± 1 inch
greater than 6 feet to 60 feet	± 2 inches
greater than 60 feet	± 3 inches

- 10.7 The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate(s) shown in Table 1. The addition of thinner will not be permitted. A period of 30 days shall elapse between placement of a bituminous surface course or seal coat and application of the paint.

TABLE 1 APPLICATION RATES FOR PAINT AND GLASS BEADS

Paint Type	Paint Square feet per gallon	Glass Beads Type III Pounds per gallon of paint
Waterborne	115 ft ² /gal. maximum	12 lb/gal. minimum

- 10.8 Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished which is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate(s) shown in Table 1. Glass beads shall not be applied to black paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made.

10.9 All emptied containers shall be returned to the paint storage area for checking by the Airport Manager or designee. The containers shall not be removed from the airport or destroyed until authorized by the Airport Manager or designee.

11.0 PROTECTION AND CLEANUP

After application of the paint, all markings shall be protected from damage until the paint is dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings of paint.

11.1 The Contractor shall remove from the site all debris, waste, loose or un-adhered reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the Airport Manager or designee. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and Federal environmental statutes and regulations.

12.0 METHOD OF MEASUREMENT

12.1 The quantity of runway and taxiway markings to be paid for shall be the number of square feet of painting complete in place to include Type III glass beads and the number of pounds of reflective media in place performed in accordance with the specifications and accepted by the Airport Manager or designee.

13.0 BASIS OF PAYMENT

13.1 Payment shall be made at the respective contract price per square foot for runway and taxiway painting. This price shall be full compensation for furnishing all materials to include reflective media and for all labor, equipment, tools, and incidentals necessary to complete the item.

13.2 Payment will be made under:

13.2.1 Painting, White, with Type III Glass Beads - per square foot (SF)

13.2.2. Painting, Yellow, with Type III Glass Beads - per square foot (SF)

13.2.3 Painting, Red, with Type III Glass Beads - per square foot (SF)

13.2.4 Painting, Black, Non-Reflective – per square foot (SF)

14.0 CONTRACT QUANTITIES

14.1 The painting of runways and taxiways conducted under this contract will primarily be for the Fort Worth Alliance Airport. The City of Fort Worth reserves the right to extend this contract for painting at either Meacham or Spinks airports.

14.2 Annual painting of runways and taxiways will be approximately 50,000 square feet. Painting may be requested on a regular basis throughout the year with an estimated minimum of 2,500 square feet of painting.

15.0 **SERVICE TERMS**

- 15.1 Services shall be to specified Airports within the City of Fort Worth. Services will be on an "as needed" basis and will be determined at the time the Aviation Department places a project order.
- 15.2 Service shall be inclusive of all costs within the specified timeframe set forth by the ordering department and all other charges shall be included in the unit price.
- 15.3 There may be instances when the Contractor may be asked to accelerate services due to extenuating circumstances. When this occurs, the Contractor will be expected to provide this service at no additional cost.
- 1.4 In the event the Contractor is unable to meet the original date(s), the City must be contacted immediately, but prior to the due date, and seek an extension of delivery time. Failure to comply with the terms may be legal grounds for canceling the entire agreement in accordance with the Termination Clause shown elsewhere in the solicitation.

16.0 **ESTIMATED QUANTITY**

The quantities reflected on the bid sheet are a 12-month estimates based on the best available information. Payment to the Contractor will be based on actual quantity supplied. The City of Fort Worth does not guarantee to purchase any specific amount or quantity during the period of this agreement. Rather, the amount may vary depending upon actual needs of the City.

17.0 **METHOD OF AWARD**

The contract will be awarded to the lowest responsive and responsible bidder complying with all of the provisions of the solicitation, provided the bid price is reasonable, and it is in the best interest of the City to accept it. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature.

18.0 **CHANGE IN COMPANY NAME OR OWERSHIP**

The successful bidder must notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of keeping updated City records. The president of the company or authorize official must sign the letter. Failure to do so may adversely impact future invoice payments.

19.0 **REMITTANCE ADDRESS: Contractor is required to provide "remit to" address Below.**

P.O. Box/Street Address: _____

City, State, Zip Code: _____

Insurance Section – Basic Coverage Lines and Applicable Policy Limits

20.0 **Insurance Section – Basic Coverage Lines and Applicable Policy Limits.** The successful contractor must provide a certificate of insurance documenting the required insurance coverage(s) listed below. Insurance coverage(s) required herein are intended to respond to occurrences which may arise from services and/or goods related to this bid solicitation.

20.1 **Statutory Workers' Compensation Insurance and Employer's Liability Insurance** at the following limits:

\$100,000 Each Accident
\$500,000 Disease – Policy limit
\$100,000 Disease – Each Employee

Workers' Compensation and Employers' Liability coverage with limits consist with statutory benefits outlines in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability.

20.2 **Commercial General Liability Insurance** shall be provided as follows:

\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

Coverage shall include but not limited to premises/operations, independent contractors, products/completed operations, personal injury, and contractual liability. Insurance shall be provided on an occurrence basis, and as comprehensive as the current Insurance Services Office (ISO) policy. In some instances, Errors & Omission coverage may be included by endorsement.

20.3 **Auto Liability Insurance** shall be provided as \$1,000,000 Combined Single Limit Each Accident. A commercial business policy shall provide coverage on "Any Auto", defined as autos owned, hired and non-owned.

20.4 Policies shall be endorsed to provide the City of Fort Worth a thirty- (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 (AIIMA).

20.5 Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

**City of Fort Worth Finance Department/Purchase Division – Bid No. 09-0183
1000 Throckmorton Street
Fort Worth, Texas 76102**

21.0 ADDITIONAL INSURANCE REQUIREMENTS

- 21.1 The City of Fort Worth, its' Officers, Employees and Volunteers shall be named as an Additional Insured. Exception: the additional insured requirement **does not** apply to Workers' Compensation policies
- Thirty days (30) notice of cancellation or non-renewal is required.
- Example: "This insurance shall not be canceled, limited in scope or coverage, cancelled or non-renewed, until after thirty (30) days prior written notice has been given to the City of Fort Worth.
- 21.2 Waiver of rights of recovery (subrogation) in favor of the City of Fort Worth.
- 21.3 The insurers for all policies must be licensed and/or approved to do business in the State of Texas. Except for workers' compensation, all insurers must have a minimum rating of A: VII in the current A. M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of Risk Management is required.
- 21.4 If insurance policies are not written for specified coverage limits, an Umbrella or Excess Liability insurance for any differences is required. Excess Liability shall follow form of the primary coverage.
- 21.5 Unless otherwise stated, all required insurance shall be written on the occurrence basis. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the contractual agreement and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of the contractual agreement and for five (5) years following completion of the service provided under the contractual agreement or for the warranty period, whichever is longer. An annual certificate of insurance submitted to the City shall evidence such insurance coverage.
- 21.6 Policies shall have no exclusions by endorsements which nullify the required lines of coverage, nor decrease the limits of said coverage unless such endorsements are approved by the City. In the event a contract has been bid or executed and the exclusions are determined to be unacceptable or the City desires additional insurance coverage, and the City desires the contractor/engineer to obtain such coverage, the contract price shall be adjusted by the cost of the premium for such additional coverage plus 10%.
- 21.7 Any self-insured retention (SIR), in excess of \$25,000.00, affecting required insurance coverage shall be acceptable to and approved by the Risk Management Division of the City of Fort Worth in regards to asset value and stockholders' equity. In lieu of traditional insurance, alternative coverage maintained through insurance pools or risk retention groups, must also be approved by Risk Management.
- 21.8 Any deductible in excess of \$5,000.00, for any policy that does not provide coverage on a first-dollar basis, must be acceptable to and approved by the City's Risk Management Division.

- 21.9 The City, at its sole discretion, reserves the right to review the insurance requirements of this section during the effective period of the contract and to modify insurance coverage's and their limits when deemed necessary and prudent by the City's Risk Management Division based on economic conditions, recommendations of professional insurance advisors, changes in statutory law, court decision, claims history of the industry as well as of the contracting party to the City of Fort Worth or other relevant factors. The City shall provide 90 days prior notice of changes to these insurance requirements.
- 21.10 The City shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of party or the underwriter on any such policies.
- 21.11 In conjunction with the aforementioned requirements, the contractor **must** provide the same insurance coverage for any subcontractors employed within the scope of this award.

22.0 UNIT PRICE ADJUSTMENT

- 22.1 The unit prices may be adjusted for increases or decreases in vendor's costs during the renewal period but before the effective date of the renewal upon written request from the vendor. The unit prices may be increased or decreased provided price adjustments are supported by current economic factors and the most recent Producer Price Index Report.
- 22.2 At the time the City exercises the first and second 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. If the City accepts the price adjustments, an amendment will be issued to reflect the new unit prices, and the revised unit prices will be shown in the current and/or new blanket agreement purchase order.
- 22.3 The contractor must submit its request, in writing, at least 60 days before the effective period. The contractor shall provide written proof of cost increases with price adjustment requests.
- 22.4 If the City concludes that the rate increase being requested is exorbitant, then the City reserves the right to adjust the rate request, or reject the rate request in its entirety and allow the contract to expire at the end of the contract term. If the City elects not to exercise the renewal option, the Purchasing Division will issue a new solicitation.

23.0 CONTRACT ADMINISTRATION

- 23.1 Contract administration will be performed by the using department in accordance with the City of Fort Worth Administrative Regulations dated February 16, 2009, or current edition, Section C, Number 9, Paragraph 8.11 - Non-Performing Contractor and applicable Texas Local Government Code. 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 vendor 10 calendar days to cure any deficiency.
- 24.2 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 vendor may be held liable for excess cost and/or liquidated damages.
- 24.3 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.
- 24.4 The City reserves the right to terminate this agreement, or any part hereof, for its sole convenience. In the event of such termination, the vendor 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 vendor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the vendor 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 vendor exceed the agreement price. The vendor shall not be reimbursed for any profits which may have been anticipated, but which have not been earned up to the date of termination.

25.0 OPTION TO EXTEND/RENEW THE TERM OF THE AGREEMENT

- 25.1 The term of the agreement shall be for a period of one year, with options to renew annually for up to four additional years. The City may extend the term of this agreement by written notice to the vendor within 30 calendar days; provided, that the City gives the vendor 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.
- 25.2 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. The total duration of this agreement, including the exercise of any options under this clause shall not exceed 60 months.

REFERENCES RUBBER REMOVAL & PAINTING OF RUNWAYS & TAXIWAYS
(This form must be completed and accompany the bid.)

Bidders shall furnish the following information with their bid, for at least three (3) previous and current customers to whom subject services were provided that are similar to the requirements stipulated in this Invitation to Bid.

1. Company's Name _____
Name of Contact _____
Title of Contact: _____
Present Address _____
City, State, Zip Code _____
Telephone No. _____ Fax No. _____
Type of Services Provided: _____

2. Company's Name _____
Name of Contact _____
Title of Contact: _____
Present Address _____
City, State, Zip Code _____
Telephone No. _____ Fax No. _____
Type of Services Provided: _____

3. Company's Name _____
Name of Contact _____
Title of Contact: _____
Present Address _____
City, State, Zip Code _____
Telephone No. _____ Fax No. _____
Type of Services Provided: _____

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, should 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.

Revised October 30, 2006

CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. The City of Fort Worth) must disclose in the Questionnaire Form CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By law, the Questionnaire must be filed with the Fort Worth City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

Amended 01/13/2006

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date

Amended 01/13/2006

**NO BID SHEET
FOR RUBBER REMOVAL & PAINTING OF RUNWAYS & TAXIWAYS
BID INVITATION NO: 09-0183, BID OPENING DATE: OCTOBER MAY 22, 2009**

*Lance Wright, Buyer
Purchasing Division
817-392-6610
Fax No. 817-392-8440*

e-mail address: Lance.Wright@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 large.
- Job too small.
- Do not wish to do business with the City.
- Other reason. _____

Company Name:

Authorized Officer or Agent Signature:

Telephone: (____) _____ FAX Number: (____) _____