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SUBJECT: TRAFFIC SIGNAL AND STREET LIGHT STRUCTURE PAINTING

BID #: SC-0388-23 **OPEN DATE:** 6/21/2023

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT – OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2026 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: TRAFFIC ENGINEERING DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 6 **NUMBER RECEIVED:** 1 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to reject the sole bidder, Razorback LLC, for submitting a bid response that far exceeded the agency's allotted budget. The City will research other potential bidders and re-issue the solicitation on a later date.

ATTACHMENTS: Recommendation Memo, Rejection Letter, Bid Tabulation, Terms & Conditions, Specifications

ANALYST: _____
DAVID KLAGES

RESPECTFULLY SUBMITTED: _____
FOR: DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: CHRISTOPHER LEDEW, P.E., CHIEF, TRAFFIC ENGINEERING DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

ONE CITY ONE JACKSONVILLE

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Traffic Engineering Division
1007 Superior Street
Jacksonville, FL 32254
(904) 255-7533
www.coj.net

DATE: **June 28, 2023**

TO: **Dustin L. Freeman, Chief**
Procurement Division

THROUGH: **Steven D. Long, Jr., P.E., Director**
Department of Public Works

FROM: **Christopher LeDew, P.E., Chief**
Traffic Engineering

SUBJECT: **Traffic Signal and Street Light Structure Painting**

Bid No.:	**SC-0388-23**
Bid Open Date:	**June 21, 2023**
Recommendation:	**Reject All Bids (Over Budget)**

Traffic Engineering would like to request rejecting the only bidder, Razorback LLC, for submitting a bid that is well over the allotted budget. We will research other potential bidders. We feel there will be more competition if this solicitation is rebid at a later date.

Attachments

BID TABULATION
SUMMARY

Title:	Traffic Signal and Street Light Structure Painting	Razorback LLC *Rejectred
Bid No.:	SC-0388-23	
Close Date:	June 21, 2023	
Analyst:	David Klages	
No. Invited:	(6) **No. Received:** (1) **Other:** (0)	
Announcer:	John Hernandez	
Recorded By:	Melissa Pierce	
	Total Bid (Items 1 - 18):	**N/A**
	Terms:	No Discount
	Delivery:	N/A
	Signed Bid Form:	Yes
	Bid Proposal Form:	Yes
	Conflict of Interest Certificate:	Yes
	Addenda:	N/A

BID TABULATION

Title:	Traffic Signal and Street Light Structure Painting			**Razorback LLC**	
Bid No.:	SC-0388-23			***Rejected**	
Close Date:	June 21, 2023				
Analyst:	David Klages				
No. Invited:	(6) **No. Received:** (1) **Other:** (0)				
Announcer:	John Hernandez				
Recorded By:	Melissa Pierce				
Item #	**Description**	**Unit of Measure**	**Est. Annual Quantity**	**Unit Price**	**Extended Price**
1	Cleaning and painting the structure depicted in **Image 1** of this solicitation, per the Specifications.	EA	5	N/A	N/A
2	Cleaning and painting the structure depicted in **Image 2** of this solicitation, per the Specifications.	EA	5	N/A	N/A
3	Cleaning and painting the structure depicted in **Image 3** of this solicitation, per the Specifications.	EA	5	N/A	N/A
4	Cleaning and painting the structure depicted in **Image 4** of this solicitation, per the Specifications.	EA	5	N/A	N/A
5	Cleaning and painting the structure depicted in **Image 5** of this solicitation, per the Specifications.	EA	5	N/A	N/A
6	Cleaning and painting the structure depicted in **Image 6** of this solicitation, per the Specifications.	EA	5	N/A	N/A
7	Cleaning and painting the structure depicted in **Image 7** of this solicitation, per the Specifications.	EA	50	N/A	N/A
8	Cleaning and painting the structure depicted in **Image 8** of this solicitation, per the Specifications.	EA	30	N/A	N/A
9	Cleaning and painting the structure depicted in **Image 9** of this solicitation, per the Specifications.	EA	10	N/A	N/A
10	Cleaning and painting the structure depicted in **Image 10** of this solicitation, per the Specifications.	EA	10	N/A	N/A
11	Cleaning and painting the structure depicted in **Image 11** of this solicitation, per the Specifications.	EA	5	N/A	N/A
12	Cleaning and painting the structure depicted in **Image 12** of this solicitation, per the Specifications.	EA	5	N/A	N/A
13	Cleaning and painting the structure depicted in **Image 13** of this solicitation, per the Specifications.	EA	5	N/A	N/A
14	Cleaning and painting the structure depicted in **Image 14** of this solicitation, per the Specifications.	EA	5	N/A	N/A
15	Cleaning and painting the structure depicted in **Image 15** of this solicitation, per the Specifications.	EA	40	N/A	N/A
16	Cleaning and painting the structure depicted in **Image 16** of this solicitation, per the Specifications.	EA	50	N/A	N/A
17	Cleaning and painting the structure depicted in **Image 17** of this solicitation, per the Specifications.	EA	20	N/A	N/A
18	Cleaning and painting the structure depicted in **Image 18** of this solicitation, per the Specifications.	EA	5	N/A	N/A
			Total Bid (Items 1 - 18):	**N/A**	

Klages, David

From: Klages, David
Sent: Friday, June 30, 2023 9:10 AM
To: anthony@razorbackllc.com
Cc: Kayla Kivinski
Subject: Bid Rejection Letter for SC-0388-23 Traffic Signal and Street Light Structure Painting
Attachments: Bid Rejection - Razorback LLC.pdf

Mr. Houllis:
Please see the attached bid rejection notification letter for **SC-0388-23 Traffic Signal and Street Light Structure Painting**.

Please feel free to call if you have any questions.

Thank you,

David R. Klages
Purchasing Analyst
City of Jacksonville, Procurement Division
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: (904) 255 – 8813
Email: dklages@coj.net

CITY OF JACKSONVILLE

NOTIFICATION OF RECOMMENDED BID REJECTION

Date: June 30, 2023

Via Email: anthony@razorbackll.com

Company Name: Razorback LLC

Address: 177 Anclote Road, Tarpon Springs, FL 34689

Contact Name: Anthony Houllis

Bid No: SC-0388-23

Title: Traffic Signal and Street Light Structure Painting

Date Opened: June 21, 2023

Reason for Recommended Bid Rejection: For submitting a bid response that exceeded the agency's allotted budget.

If you wish to protest the recommended rejection of this bid, please respond in accordance with the City of Jacksonville's bid protest procedures and email a copy to the City Purchasing Analyst associated with the protested bid.

Note: This intended action is only a recommendation to the appropriate Awarding Authority. The authority recommending award for this bid is the General Government Awards Committee scheduled for Thursday, July 6, 2023 at 1:00 p.m.

Purchasing Analyst's Signature: _____
David R. Klages, Purchasing Analyst

TERMS AND CONDITIONS

TRAFFIC SIGNAL AND STREET LIGHT STRUCTURE PAINTING

1. **SCOPE**
The City of Jacksonville's Procurement Division is currently accepting bids to obtain a source of supply for the item(s)/service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s)/service(s) and to obtain pricing commitments for **Traffic Signal and Street Light Structure Painting** as listed in the bid documents.

2. **AWARD**
Award will be **ALL OR NONE** to the lowest responsive, responsible bidder. Bidders must bid on all items to be considered for award. The City reserves the right to reject any or all bids. ALL awards are subject to the availability of funds.

3. **TERM OF AGREEMENT**
The term of this agreement will be from **October 1, 2023 through September 30, 2026 with two (2) one (1) renewal options.** Renewal Options may be exercised at the discretion of the City based on supplier performance and adherence to the terms and conditions set forth in the bid documents.

4. **MINIMUM REQUIREMENTS**
Bidders should submit or comply with the following requirements. Failure to submit any of these requirements may be grounds for rejection:

   a. Bidders shall provide proof of a local business tax receipt if located within Duval County.

   b. Bidders shall have a current Commercial Painting license and have experience in exterior commercial painting for at least the last three (3) consecutive years.

   c. The awarded supplier must, at all times for the life of the contract, maintain a staff capable of performing the services without a time delay.

   d. The awarded supplier shall have FDOT Advanced Maintenance of Traffic (MOT) Work Zone certification for State and City roadways.

5. **PRE-BID CONFERENCE**
N/A.

6. **STATE CONTRACTS**
The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The City reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

7. **QUANTITIES**
Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements. The City reserves the right to purchase more than the estimated quantities listed or not to make any purchase against this bid if it so deems necessary anytime during the contract period. **The City reserves the right to add or delete items during the contract period.** The City will order on an as needed basis.

8. **DELIVERY**
A packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

9. **ESCALATION/DE-ESCALATION**
All pricing submitted shall remain firm for the first year of the initial contract period. After the first year of the contract term, a supplier may submit in writing a request for price escalation / de-escalation for the

percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry-wide increase. The City reserves the right to decline any price increase request.

10. PRICES

All unit prices shall include **freight, delivery, and handling charges** to the delivery location as outlined in the bid documents.

11. PICK UP AND RETURNS

The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

12. COMPLIANCE WITH SPECIFICATIONS

The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/service(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

13. INVOICING

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: COJ1CloudInvoices@coj.net. The invoice email subject line **MUST BE**: inv_300000008806179. Invoices can also be submitted through the 1Cloud Supplier Portal.

14. INSURANCE/INDEMNIFICATION

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. The awarded supplier will be required to submit a copy of their Certificate of Commercial Liability Insurance within ten (10) days from the date of receipt of the award notice. Bid number shall be listed on certificate.

15. REPORTING

The City may request, during the term of this bid, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

16. SUPPLIER ACCESSIBILITY

The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

SPECIFICATIONS

TRAFFIC SIGNAL AND STREET LIGHT STRUCTURE PAINTING

All questions or discrepancies regarding the bidding process or the bid documents must be submitted in writing to David Klages, Purchasing Analyst, at dklages@coj.net by the date and time specified on the Bid Form.

When submitting a bid, please be sure to write the bid name and number and your company's name, address, and phone number on the **outermost** sealed envelope or package.

The work covered under this solicitation consists of furnishing all labor, construction equipment and/or traffic control equipment, and materials necessary to clean and paint traffic signal and street light structures.

The awarded supplier (Contractor) shall coordinate with a representative from the City of Jacksonville's Traffic Engineering Division for the scheduling of work and completion deadline. Work will be authorized by issuance of a Purchase Order (Work Order).

This project is located within the limits of the City of Jacksonville, Florida and confined to the publicly owned right-of-way easements or properties associated with each project site. The sites or roadway segments will be at various locations throughout the city. It is anticipated that some sites or roadways will be along an identified corridor or within an area or zone; therefore, the Contractor may be able to work concurrently at several locations.

It is the intent of this solicitation to establish, in advance of issuing a Purchase Order, the Contract Unit Price for all items of labor and materials which may be needed to satisfactorily clean and paint traffic signal and street light structures. It is not the intent of this solicitation to minutely define the mode and fabric for the performance of this project, but rather to set forth reasonable and rational criteria for the performance thereof.

The quantity of work to be performed for this project will be determined by the City and specified in each Purchase Order; however, the City does not guarantee a minimum amount of work to be awarded. The City reserves the right to add or delete pay items during any contract period. Pricing for added pay items will be mutually agreed upon before being added to the contract.

The awarded Contractor shall always have available, either by ownership, lease, or rental, a platform lift truck or bucket truck, and FDOT approved traffic cones.

Unit Prices shall be based on all necessary labor, equipment, materials, and MOT to clean/prepare and paint, to the satisfaction of the City of Jacksonville, each of the eighteen (18) structure types whose images are shown in this solicitation. No additional charges will be accepted from the awarded Contractor.

Method for Cleaning and Prepping

- Scrapping, sanding, and wire brushing *(as needed)* to remove flaking paint, rust, and corrosion.
- Clean surface by using mineral spirits to remove oxidation of rust and corrosion. If mildew is found to be present, a teaspoon and bleach solution will be used to kill the mildew.
- Applying One (1) Coat of Primer (*Sherwin Williams Protective and Marine Coatings*)
  - Part A – Macropoxy 646 Fast Cure Epoxy
  - Part B – Macropoxy 646 Fast Cure Epoxy Hardener
- Applying Two (2) Coats of Finish (*Sherwin Williams PRO Industrial*):
  - Part A – Waterbased Acrolon 100 HS Waterbased Urethane
  - Part B – Waterbased Acrolon 100 HS Waterbased Urethane Hardener

Note: A power tool will be used **if** needed for cleaning/prepping. Painting shall be done manually/by hand. **Spray painting will not be permitted.**

Scheduling of Operations

The time allotted for completion of the individual project (site) will be based on a standard work week with no "off-hours" work. "Off-hours" are defined as work:

- before 7:00 a.m. or after 5:00 p.m.; or
- more than eight (8) hours per day; or,
- more than forty (40) hours per week; or
- on Saturdays, Sundays, or the following City of Jacksonville legal holidays:
  - New Year's Day
  - Martin Luther King Jr.'s Birthday
  - Presidents' Day
  - Memorial Day
  - Juneteenth
  - Independence Day
  - Labor Day
  - Veterans' Day
  - Thanksgiving Day
  - Friday after Thanksgiving Day
  - Christmas Eve Day
  - Christmas Day

The time allotted for each site is ten (10) business days. The time allotted for completion of the project is intentionally set long enough to allow for normal delays due to inclement weather, shop drawing approvals, responding to the Contractor's requests for information, and processing Change Orders.

Bidders shall include all costs associated with these normal delays in their bid pricing. Bidders who determine that, to complete the project within the time allotted, they must work during "off-hours", they should provide an "off-hours" schedule and pricing with their bid submittal. Failure to furnish these items will **not** be construed as an unresponsive bid submittal.

If no "off-hours" schedule and pricing have been submitted and the Contractor determines during performance of the contract that "off-hours" work is required, he/she shall request approval from the City of an "off-hours" work schedule at least forty-eight (48) hours prior to performing such "off-hours" work.

The Contractor must secure the City's approval for all overtime work. Approval by the City of "off-hours" work shall not be construed as authorizing an increase in the contract amount or additional cost to the City.

Requirements of Regulatory Agencies

The Contractor shall perform all work in accordance with applicable codes. The work shall be completed by licensed and experienced persons skilled in the trade and in accordance with the best practices of the trade. The Contractor shall give all necessary notices; obtain all State and Municipal permits, pay all fees necessary in connection with the project including all sales and use taxes as applicable and are called for by the regulations of such authorities.

Guarantee

The Contractor shall guarantee that the materials and workmanship are first-class quality by industry standards and code compliant in every respect, and that he/she will make good any defects not due to ordinary wear and tear or improper use or care which may develop within one (1) year from the date of final payment.

City's Right to Terminate and Suspend Work

If the work is defective, or the Contractor fails to provide sufficiently skilled workers or suitable material or equipment, or if the Contractor fails to make prompt payment to Subcontractors or suppliers for labor, materials, or equipment, the City may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated. The Contractor will be solely responsible for any delay or other costs associated with the stoppage.

The City may, at any time and without cause, suspend the work or any portion thereof by notice in writing to the Contractor. The City shall fix the date on which work shall be resumed. The Contractor will resume the work on the date so fixed.

The City reserves the right to terminate the contract for any reason by giving at least thirty (30) days' written notice to the Contractor. If the contract is terminated for convenience, the City will be relieved of all further obligations other than payment for the amount of approved services actually performed to the date of termination. Access to all workpapers will be provided to the City after the termination of the contract.

Notice to Proceed, Preconstruction Conference and Work Hours

- The Contractor shall begin work within ten (10) days after the date of the written Notice to Proceed, such notice being prepared and forwarded through the mail, by email, or otherwise by the City. No work shall be performed prior to the date of issuance of the Notice to Proceed. The City shall not be liable for any damage or expenses incurred by the Contractor for any work performed, or purchases made, prior to the commencement date in the Notice to Proceed.
- The Contract Time shall commence on the eleventh (11th) day after issuance of Notice to Proceed.
- Before starting the work, a Pre-Construction Conference will be held to review and determine the methods of scheduling and progress reporting of this project, to establish procedures for handling Shop Drawings and other submissions, for processing Applications for Payment, and to establish a working understanding between the parties as to the City, the Contractor, and the Contractor's Superintendent.
- No separate measurement and payment will be made for cash flow projections, schedule, and progress reports. Failure to submit these schedules, progress reports, and cash flow projections with the pay request will result in rejection of the monthly pay request.

Application

- The Contractor is responsible for familiarizing himself/herself with existing field conditions.
- Paint application shall be per the manufacturer's published application instructions and to industry best standards.
- The Contractor shall ensure that he/she has the necessary resources for the successful completion of all work.
- The Contractor's equipment and tools must be in good mechanical repair and not create excessive down time that jeopardizes the Contractor's ability to perform the work agreed to.
- All work performed shall be subject to inspection and shall meet the approval of the City. If the work is not approved, the City shall have the right to reject the completed work and to request remedial corrections made.
- Acceptance or rejection of the work shall be made as promptly as practical, but failure to accept or reject the work shall not relieve the Contractor of responsibility for the work provided not in accordance with the contract.
- The City will not be deemed to have accepted the work by virtue of a partial or full payment.
- The City shall be the final judge of all work completed and the City's decisions on all questions in dispute will be final.
- The City may have its own work forces and/or other Contractors on the site while the work of this agreement is being performed. The City shall coordinate the work of all Contractors on the site and require their cooperation and coordination with each other.
- If the Contractor is unable to provide the services within the timeframe required, or is unavailable, the City

reserves the right to contact another Contractor to perform the service.

Worksite Procedures

- The Contractor will be required to report to City staff upon arrival before starting any work, and prior to departure.
- The Contractor shall utilize safety procedures and methods during service operations.
- The Contractor must inform the City immediately if any safety hazard is discovered or work injury / accident occurs.
- The Contractor must ensure that all of their staff are wearing clearly visible identification badges (company name/first name) when working at the site.

Protection

The Contractor shall use due care so that no persons are injured, or no property is damaged, in providing the service. The Contractor shall be solely responsible for all loss, damage, costs, and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the work or caused in any other manner whatsoever by the Contractor. The Contractor shall rectify any loss or damage for which, in the opinion of the City, the Contractor is responsible immediately at no charge to the City and to the satisfaction of the City.

Cleaning

At the end of each workday and at the conclusion of work at the site, the Contractor shall clean up all debris, promptly remove any equipment or materials, and leave the site in a clean and tidy condition.

Performance Guarantee

The Contractor shall assume full responsibility to provide an operational painted structure upon completion of the work.