#### **RESOLUTION No. 24-57**

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDING INVITATION TO BID #2023-09 "VEHICLE DECAL, STRIPING, AND WRAPPING SERVICES" TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, DORAL DIGITAL REPROGRAPHICS, CORP., AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SAID VENDOR FOR A PERIOD OF THREE (3) YEARS WITH THREE (3) ONE (1) YEAR RENEWALS; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY WITH RESPECT TO AGREEMENT APPROVED THE HEREIN; PROVIDING FOR **IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE** 

WHEREAS, the City of Doral ("City") Police Department is currently in the process

of modifying the design of its marked police vehicles, which was presented to Council on

October 18, 2023; and

WHEREAS, the City's Public Works Department is in the process of acquiring

additional trolleys, which will also require the installation of vehicle graphics; and

WHEREAS, the City issued Invitation to Bid ("ITB") No. 2023-09 for vehicle decal,

striping, and wrapping services on December 4, 2023 via electronic notices posted on the

City's website, Vendor Registry, and DemandStar; and

WHEREAS, seven (7) firms submitted bids in response to the ITB, which were due

on January 3, 2024; and

WHEREAS, upon completion of Procurement staff's review, Doral Digital Reprographics, Corp. ("Doral Digital") was deemed the lowest responsive and responsible bidder; and

WHEREAS, the City Manager recommends that the Mayor and the City Council award the ITB to Doral Digital and authorize the City Manager to enter into an agreement with Doral Digital in substantially the form attached hereto as Exhibit "A"; and WHEREAS, initial fiscal impact of the proposed agreement is approximately \$216,485 for 123 marked police vehicles; and

**WHEREAS**, additional purchases through this contract will be as budgeted and as needed for police vehicles, trolleys, and other vehicles and related graphics services through the term of the agreement in an amount not to exceed budgeted funds.

## NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. <u>Recitals.</u> The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Award. The award of Invitation to Bid No. 2023-09 "Vehicle Decal, Striping, and Wrapping Services" to the lowest responsive and responsible bidder, Doral Digital Reprographics, Corp. is hereby approved. This award, in and of itself, does not vest any rights in any of the named parties.

Section 3. Authorization. The City Manager is hereby authorized to enter into an agreement with Doral Digital Reprographics, Corp. for an initial term of three (3) years with three (3) options to renew for one (1) year each in substantially the form attached hereto as Exhibit "A", and to purchase such services as needed in an amount not to exceed budgeted funds.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Puig-Corve who moved its adoption.

The motion was seconded by Councilmember Pineyro and upon being put to a vote, the

vote was as follows:

Mayor Christi Fraga Vice Mayor Oscar Puig-Corve Councilwoman Digna Cabral Councilman Rafael Pineyro Councilwoman Maureen Porras

PASSED AND ADOPTED this 13 day of March, 2024.

Yes

Yes

Yes

Yes

Yes

CHRISTI FRAGA, MAYOR

ATTEST:

CONNIE DIAZ, MMC CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

# EXHIBIT "A"

### AGREEMENT BETWEEN THE CITY OF DORAL AND DORAL DIGITAL REPROGRAPHICS, CORP. FOR VEHICLE DECAL, STRIPING, AND WRAPPING SERVICES

THIS CONTRACTUAL AGREEMENT (hereinafter referred to as the "Agreement") is made in duplicate, this \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between the CITY OF DORAL, Florida, (hereinafter referred to as "City"), and DORAL DIGITAL REPROGRAPHICS, CORP., a Florida corporation authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 20-4073160.

#### **RECITALS**

WHEREAS, the City of Doral is in need of a contractor to provide vehicle graphics and installation on City-owned vehicles, including without limitation for the manufacture and installation of a partial wrap of existing police fleet vehicles in accordance with the City's new design (2 sides, roof and back) ("Services"); and

WHEREAS, the City issued Invitation to Bid No. 2023-09 for the Services (the "ITB"), and upon completion of Procurement staff's review, Contractor was deemed the lowest responsive and responsible bidder; and

**WHEREAS,** pursuant to Resolution No. 24-\_\_\_\_, the City Council awarded the ITB to Contractor; and

WHEREAS, the City wishes to contract with Contractor to provide the desired Services as more particularly described in Exhibit "A", on an as-needed basis pursuant to the prices set forth in the Contractor's bid, attached hereto as Exhibit "B", for an initial term of three (3) years with three (3) options to renew for one (1) year each, subject to the terms and conditions contained herein.

**NOW THEREFORE,** in consideration of the promises and the mutual covenants herein name, the parties agree as follows:

#### **TERMS**

1. **<u>RECITALS.</u>** The Recitals set forth above are hereby incorporated into this Agreement and made a part hereof for reference.

2. **THE CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, as well as the following documents which are specifically incorporated into this Agreement by reference:

- a. Invitation to Bid No. 2023-09 for the Services (the "ITB");
- b. Contractor's Bid/Price Sheet

(collectively, hereinafter referred to as the "Contract Documents").

3. **SERVICES.** Contractor shall provide the services pursuant to the terms and conditions set forth in the Contract Documents, as more particularly described in the Contract Documents (hereinafter referred to as "Services").

The Services shall be performed by Contractor to the full satisfaction of the City. Contractor agrees to furnish all labor and material in a good and workmanlike and professional manner to perform Services. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the City's needs and pursuant to the terms of this Agreement and shall report to the City accordingly. Contractor agrees to immediately inform the City via telephone and in writing of any problems that could cause damage to the City's property, improvements and persons. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed. In the event that the Contractor fails to complete the Services pursuant to the terms of this contract and City must undertake the completion of performance of Services, Contractor agrees to indemnify the City for all costs incurred with respect to the completion of those Services and any damages the City may suffer as a result of the Contractor's failure to perform the Services.

4. **TERM.** Subject to the provisions relating to the termination of this Agreement as set forth hereunder, the initial term of this Agreement shall be for a period of three (3) years, beginning on the Effective Date. Prior to, or upon completion of that initial term, the City shall, at its sole and absolute discretion, have the option to renew the contract for three (3) one (1) year periods under the same terms and conditions.

Payment will be made only for work completed to the satisfaction of the City. Contractor is to commence performance of work from the date of this Agreement and continue in a diligent manner until completion of the Services. The terms of Sections 18 and 19 entitled "Indemnification and Waiver of Liability," and "Compliance with Law," respectively, shall survive termination of this Agreement.

5. <u>COMPENSATION.</u> During the term of this Agreement, in whatever capacity rendered, the City shall pay Contractor for Services pursuant to the bid price sheet attached hereto as Exhibit "B". Payment to Contractor for all charges and tasks under this Agreement shall be in accordance with the Contract Documents and the schedule of charges as reflected in Exhibit "B", under the following conditions:

- a. <u>Disbursements</u>. There are no reimbursable expenses associated with this contract except for expenses approved by the City Manager.
- b. <u>Payment Schedule.</u> Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating City Department and shall comply with Section 3.15 of the ITB. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment.
- c. <u>Availability of Funds</u>. The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission. If the City should not appropriate or otherwise make available funds

sufficient to purchase the Services procured pursuant to this Agreement, the City may unilaterally terminate any and all contractual or other obligations herein without any further liability or penalty upon twenty (20) days' notice to Contractor.

Contractor shall make no other charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expense or cost is incurred by Contractor with the prior written approval of the City. If the City disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with Contractor. Contractor shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

6. **INDEPENDENT CONTRACTOR RELATIONSHIP**. The Contractor is an independent Contractor and shall be treated as such for all purposes. Nothing contained in this Agreement or any action of the parties shall be construed to constitute or to render the Contractor an employee, partner, agent, shareholder, officer or in any other capacity other than as an independent Contractor other than those obligations which have been or shall have been undertaken by the City. Contractor shall be responsible for any and all of its own expenses in performing its duties as contemplated under this Agreement. The City shall not be responsible for any expense incurred by the Contractor. The City shall have no duty to withhold any Federal income taxes or pay Social Security services and that such obligations shall be that of the Contractor, other than those set forth in this Agreement. Contractor shall furnish its own transportation, office and other supplies as it determines necessary in carrying out its duties under this Agreement.

7. **INSURANCE.** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the following minimum insurance coverage to protect the City and Contractor against all loss, claims, damage and liabilities caused by Contractor, its agents or employees, as indicated below:

•	General Liability:	\$1,000,000 per occurrence \$2,000,000 policy aggregate
•	Workers' Compensation:	\$100,000 per accident \$100,000 per disease \$500,000 policy aggregate
•	Auto Liability:	\$1,000,000 combined single limit included hired & non-owned vehicles

Insurance required of the Contractor shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City. Such insurance shall not diminish Contractor's indemnification and obligations hereunder. The insurance policy shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the City with a minimum A.M. Best rating of A-Excellent. Before any work under this Agreement is performed, and at any time upon request, Contractor shall furnish to the City certificates of insurance evidencing the minimum required coverage and shall be appropriately endorsed for contractual liability, with the City named as additional insured. All policies shall contain a waiver of subrogation endorsement. All policies and certificates shall be in forms and issued by insurance companies acceptable to the City Manager or his designee. All insurance policies and certificates of insurance shall provide that the policies may not be canceled or altered without thirty (30) days prior written notice to the City. Contractor shall also require and ensure that each of its sub-Contractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein. ANY EXCEPTIONS TO THE INSURANCE REQUIREMENTS IN THIS SECTION MUST BE APPROVED IN WRITING BY THE CITY.

If there is damage to the graphics installation on vehicles due to accidents not covered by the Contractor's insurance policy as required in this agreement, the Contractor will collaborate with the City's designated insurer as necessary in the City's sole discretion. This collaboration aims to ensure smooth coordination and efficient handling of insurance claims related to wrapping services. The Contractor will provide the insurer with all necessary documentation, estimates, and any other information required to assess and process claims. Additionally, the Contractor will promptly respond to inquiries and work in good faith to assist the City in resolving claims related to wrapping repairs.

#### 8. WARRANTY OF SERVICES.

- 8.1 As set forth in Section 3.14 of the ITB, the Contractor shall warrant the products, equipment, materials or services furnished under this Agreement for a minimum period of five (5) years from the date the Services are complete. This warranty shall be in addition to whatever rights the City may have under state or federal law. The Contractor's obligation under this warranty shall be at its own cost and expense, to promptly repair or replace (including cost of removal and installation), that item (or part or component thereof) which proves defective or fails to comply with the Agreement within the warranty period such that it complies with the Agreement.
- 8.2 Contractor warrants to the City that all materials and equipment furnished under this Agreement will be new unless otherwise specified and will be of good quality, free from faults and defects and in conformance with the Agreement. All equipment and materials not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by City or its designee, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within this Agreement.
- 8.3 Contractor shall provide to the City or its designee all manufacturers' warranties. All warranties, expressed and/or implied, shall be given to the City for all material

and equipment covered by this Agreement. All material and equipment furnished shall be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the City, the Contractor shall correct any and all apparent and latent defects that are required under state or federal law.

#### 9. DEFECTIVE WORK.

- 9.1 The City or its designee shall have the authority to reject or disapprove work which is found to be defective. If defective work is found, Contractor shall promptly either correct all defective work or remove such defective work and replace it with non-defective work. Contractor shall bear all direct and indirect costs of such removal or corrections including cost of testing laboratories and personnel.
- 9.2 Should Contractor fail or refuse to remove or correct any defective work or to make any necessary repairs in accordance with the requirements of this Agreement within the time indicated in writing by the City Manager or its designee, the City shall have the authority to cause the defective work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by the City in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, which is not cured in the cure period, the City may declare Contractor in default.
- 9.3 If, within seven (7) days after the date of completed and delivered Services for a given vehicle/product, or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, or by any specific provision(s) of this Agreement, any of the work is found to be defective or not in accordance with this Agreement, Contractor, after receipt of written notice from the City or its designee, shall promptly correct such defective or nonconforming work within the time specified by the City without cost to the City. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under this Agreement including but not limited to any claim regarding latent defects.
- 9.4 Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate the City to final acceptance.
- 9.5 Where the City or its designee becomes aware of faults, defects or nonconformity in any of the work provided under this Agreement or with the work being performed by the Contractor, the City or its designee shall issue a Notice to Cure to the Contractor for correction. In no event shall the failure of the City or its designee to bring to the attention of the Contractor of such faults act as a waiver or release the Contractor from responsibility or liability for such fault, defect or non-conforming work.

#### 10. TERMINATION AND REMEDIES FOR BREACH.

- A. If, through any cause within reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the City shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the City shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the City may terminate this Agreement, and the City shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, City shall pay for services rendered as of the date of termination.
  - (i.) In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor shall be delivered to the City and the City shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination.
  - (ii.) Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the City for damages sustained by it by virtue of a breach of the Agreement by Contractor and the City may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.
- B. <u>Termination for Convenience of City.</u> The City may, for its convenience and without cause terminate the Services then remaining to be performed at any time by giving Contractor thirty (30) days written notice. The terms of Paragraph 10A(i) and A(ii) above shall be applicable hereunder.
- C. <u>Termination for Insolvency.</u> The City also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

11. **CONFIDENTIAL INFORMATION.** The Contractor shall not, either during the term of this Agreement or any time for a period of ten (10) years subsequent to that date upon which the Contractor shall leave the employment of the City for any reason whatsoever, disclose to any person or entity, other than in the discharge of the duties of the Contractor under this Agreement, any information which the City designates in writing as "confidential." As a violation by the Contractor of the provisions of this Section could cause irreparable injury to the City and there is no adequate remedy at law for such violation, the City shall have the right, in addition to any other remedies available to it at law or in equity, to enjoin the Contractor from violating such provisions.

12. **JURISDICTION, VENUE AND WAIVER OF JURY TRIAL.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the Eleventh Judicial Circuit in and for Miami Dade County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the City to file a lawsuit to enforce any term or provision under this Agreement and the City is the prevailing party then the City shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28, Florida Statutes.

13. **NOTICES.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified or registered mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified or registered mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the City:	City Manager City of Doral, Florida 8401 NW 53rd Terrace Doral, Florida 33166	With a copy to: City Attorney City of Doral, Florida 8401 NW 53rd Terrace Doral, Florida 33166
If to the Contractor:	Beatriz Pereira Doral Digital Reprographics 5701 NW 79th Avenue Doral, Florida 33166	

14. **<u>PUBLIC RECORDS.</u>** The Contractor shall be required to comply with the following requirements under Florida's Public Records Law:

(i.) Contractor shall keep and maintain public records required by the City to perform the service.

(ii.) Upon request from the City, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

(iii.) Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 305-593-6730, CITYCLERK@CITYOFDORAL.COM, 8401 NW 53RD TERRACE, DORAL, FLORIDA 33166.

15. **AUDIT.** The Contractor shall make available to the City or its representative all required financial records associated with the Agreement for a period of three (3) years.

16. **NON-DISCRIMINATION.** The Contractor agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1984 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11248 as amended by Executive Orders 11375 and 12086. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance.

The Contractor will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause. The Contractor agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 708), which prohibits discrimination against the handicapped in any Federally assisted program.

17. **<u>CONFLICT OF INTEREST.</u>** The Contractor agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.1, as amended; and by the City of Doral Ordinances, which are incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder. The Contractor covenants that it

presently has no interest and shall not acquire any interest, directly or indirectly which should conflict in any manner or degree with the performance of Services under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

18. **INDEMNIFICATION AND WAIVER OF LIABILITY.** To the fullest extent permitted by law, the Contractor agrees to indemnify and hold-harmless the City, its agents, representatives, officers, directors, officials and employees from any claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney fees to the extent cause, in whole or in part, by the negligence, error or omission of the Contractor or persons employed or utilized by the Contractor in performance of Services under this Agreement.

Contractor shall at all times hereafter indemnify, hold harmless and, at the City's option, defend or pay for an attorney selected by the City to defend City, its agents, representatives, officers, directors, officials and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by the intentional or negligent act of, or omission of Contractor, including those of their employees, agents, servants, or officers, or accruing, resulting from, or directly related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action or demand, Contractor shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City.

The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City, any sum due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City. The parties agree that One Hundred Dollars (\$100.00) represents specific consideration to the Contractor for the indemnification set forth in this Agreement.

19. <u>COMPLIANCE WITH LAW.</u> Contractor shall comply with all laws, regulations and ordinances of any federal, state, or local governmental authority having jurisdiction with respect to this Agreement ("Applicable Laws") and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated under this Agreement.

20. **<u>CONFLICTING PROVISIONS</u>**. The terms and conditions in this Agreement shall supersede and take priority over any inconsistent or conflicting provisions that are contained in any other document, including but not limited to Exhibit "A", and "B".

21. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** Pursuant to Florida Statutes Section 287.135, contracting with any entity that is listed on the Scrutinized

Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Exhibit "C". Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 287.135.

22. E-VERIFY. Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if a Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. In accordance with Florida Statute 448.095, Contractor is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by Contractor during the contract term. Further, Contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of Contractor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (https://www.e-verify.gov/employers/enrolling-in-e-verify) and follow the instructions. The Contractor must retain the I-9 Forms for inspection, and provide the attached E-Verify Affidavit, attached hereto as Exhibit "D".

#### 23. MISCELLANEOUS.

A. In the event any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provisions had been severed and deleted.

B. This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original for all purposes.

C. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, and it shall supersede all previous and contemporaneous oral and written negotiations, commitments, agreements and understandings relating hereto.

D. Any modification of this Agreement shall be effective only if in writing and signed by the parties to this Agreement.

E. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:

#### DORAL DIGITAL REPROGRAPHICS, CORP

Signature

Beatriz Pereira, President

Print Name

ATTEST:

CITY OF DORAL

BY:

BY: \_\_\_

Fransisco Rios, Interim City Manager

Connie Diaz CMC City Clerk

> APPROVED AS TO FORM AND LEGAL SUFFICIENCY

ВҮ: \_\_\_\_\_

Valerie Vicente, City Attorney

EXHIBIT "A" ITB No. 2023-09

# CITY OF DORAL



# Invitation to Bid ITB No. 2023-09

Vehicle Decal, Striping, and Wrapping Services



City of Doral Invitation to Bid Vehicle Decal, Striping, and Wrapping Services ITB No. 2023-09

**NOTICE:** Pursuant to its Procurement Ordinance, the City of Doral ("City") hereby gives notice of its intent to seek bids from interested and qualified parties in response to this Invitation to Bid ("ITB") to provide the services described herein. Bids must be received no later than **January 3**, **2024 at 10:00 AM**.

Bids must be submitted electronically through DemandStar https://network.demandstar.com/ or Vendor Registry https://vendorregistry.com/ by the date and time stated above. The responsibility for submitting a Bid before the stated time and date is solely and strictly that of the Proposer. The City is not responsible for any delayed, lost, late, misdelivered, or non-delivered Bids, no matter the cause. Any submittals received after the due date and time specified will not be considered.

This ITB is subject to the "Cone of Silence". Accordingly, all questions and/or comments regarding this ITB must be made in writing and be directed to Procurement at the following email at procurement@cityofdoral.com. All inquiries must reference "ITB No. 2023-09 Vehicle Decal, Striping, and Wrapping Services" in the subject line. No phone calls will be accepted in reference to this solicitation. If it becomes necessary to provide additional clarifying information that revises any part of this solicitation, supplements or revisions will be made available via written addendum.

Solicitations and addenda or notices in connection therewith may be downloaded from the City of Doral Procurement Division webpage under "<u>Active Solicitations</u>", on <u>Vendor Registry</u>, and on <u>Demand Star</u>. To receive notifications of addenda or notices issued in connection with this ITB, interested parties must register on Vendor Registry or on Demand Star. The City reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, to solicit and re-advertise for bids and to make awards in the best interest of the City, as determined in its sole discretion.

The City reserves the right to accept any submittals deemed to be in the best interest of the City, to waive any minor irregularities, scrivener's errors, minor omissions, minor deviations, and/or technicalities in any Bids, or to reject any or all Bids and to re-advertise for new Bids, in accordance with the applicable sections of the Florida Statutes, the City Charter and Code, and this ITB. PROPOSERS ARE ADVISED THAT PROPOSALS OR BIDS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM THE MINIMUM SUBMISSION REQUIREMENTS OF THIS SOLICITATION SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. ONLY MINOR IRREGULARITIES, DEFICIENCIES, AND TECHNICALITIES MAY BE ALLOWED TO BE TIMELY CURED BY PROPOSERS AT THE SOLE DISCRETION OF THE CITY. MATERIAL IRREGULARITIES, DEFICIENCIES, AND TECHNICALITIES CANNOT BE CURED BY THE PROPOSER/BIDDER.

#### PROJECT OVERVIEW

The City of Doral is soliciting Bids from qualified firms to manufacture and install, on an as-needed basis, vehicle wrapping and other graphics installations for marking and identifying the City's fleet of vehicles. The awarded bidder will enter into a contract for such services with the City for a term of three (3) years

with three (3) one (1) year options to extend, subject to the provisions contained in the ITB.

### <u>SCHEDULE</u>

The City's schedule for this ITB is as follows:

Issuance/Advertisement Date:	Monday, December 4, 2023
Cut-off Date for Written Questions:	Wednesday, December 13, 2023 at 5:00 PM
Pre-Bid Conference:	N/A
Deadline for Submittals & Bid Opening:	Wednesday, January 3, 2024 at 10:00 AM Due Electronically via DemandStar or Vendor Registry

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#### ARTICLE 1 – GENERAL TERMS AND CONDITIONS

#### 1.1 Definitions

"<u>Authorized Representative</u>" means the Department contact for interaction regarding contract administration.

"<u>City</u>" means the City of Doral, a duly organized municipality under the laws of the State of Florida. This term may also refer to one of the various departments or agencies of the City of Doral, as the context indicates.

"<u>Contract</u>" means the contractual agreement ultimately entered into by the City and the Successful Respondent(s) in accordance with the terms of this Solicitation and applicable laws.

"<u>Department(s)</u>" means the City department(s) and offices for which this solicitation is prepared, which will be the end user(s) of the goods and/or services sought.

"<u>Procurement Division</u>" means the office responsible for handling procurement-related matters within the City.

"<u>Respondent(s)</u>": means any person, individual, or entity submitting a response to this solicitation. The terms "<u>Proposer</u>" and "<u>Bidder</u>" are each interchangeable with "Respondent" and with each other and will be used as appropriate in the given context.

"<u>Response(s)</u>" means the written, sealed document submitted by the Respondent(s) according to the instructions set forth in this Solicitation. A response to this Solicitation shall not include any verbal interactions with the City apart from submittal of a formal written submittal. The terms "<u>Proposal</u>" and "<u>Bid</u>" are each interchangeable with "Response" and with each other will be used as appropriate in the given context.

"<u>Solicitation</u>" means this formal request to solicit Responses from responsible and responsive Respondents for the scope and specifications set forth herein. The terms "<u>Invitation to Bid</u>", "<u>Request for</u> <u>Proposals</u>", "<u>Request for Qualifications</u>", and the like are each interchangeable with "Solicitation" and will be used as appropriate in the given context.

"Successful Respondent(s)" means the Respondent(s) whose response to this Solicitation is deemed by the City to be in the City's best interest and is awarded a contract in accordance with the terms of this Solicitation. The terms "Successful Proposer", "Successful Bidder", or "Contractor" are each interchangeable with "Successful Respondent" and will be used as appropriate in the given context.

"<u>Work</u>" means the actual task (i.e., good and/or services to be provided) contemplated by this Solicitation and required in accordance with the terms of the Contract.

#### 1.2 Cone Of Silence

This Solicitation shall be subject to the "Cone of Silence" which shall mean a prohibition on any communication regarding a Solicitation between potential Respondent(s) or their lobbyists or representatives and the City Council, City staff including, but not limited to, the City Manager and his or her staff, and any member of the City's selection or evaluation committee, except as otherwise explicitly provided herein.

The Cone of Silence shall be imposed upon this Solicitation after the advertisement thereof and shall terminate upon the issuance of the City Manager's recommendation to award. However, if the City Council refers the Manager's recommendation back to the Manager or committee for further review, the Cone of Silence shall be re-imposed until such time a recommendation is issued by the City Manager after such additional review.

The Cone of Silence shall not apply to:

- Communications with the City Attorney;
- Oral presentations before evaluation committees;
- Public presentations made to the City Council during any duly noticed public meeting;
- Written communications regarding a particular Solicitation between a potential Respondent, and the City's Procurement Division, provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation;
- Duly noticed site visits to determine the competency of bidders/Respondent(s)s regarding a particular bid/proposal during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- Any emergency procurement of goods or services pursuant to City Code;
- Responses to the City's request for clarification or additional information;
- Contract negotiations during any duly noticed public meeting;
- Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto are in writing or made at a duly noticed public meeting.

Please contact the City Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a Respondent shall render any award of this Solicitation to said Respondent voidable by the City Manager or Council.

#### 1.3 Examination Prior to Submission

Respondents must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of this Solicitation, Respondents may request clarification by written request to the Procurement Division.

Respondents are required to be familiar with any conditions that may, in any manner, affect the Work to be done or affect the equipment, materials, or labor required. Respondents are also required to carefully examine the specifications and all equipment and all site locations and be thoroughly informed regarding all conditions that may, in any manner, affect the Work to be performed under the Contract. By submission of a Response, it will be construed that the Respondent is acquainted sufficiently with the site(s) and work to be performed.

#### 1.4 Clarifications and Addenda

Questions regarding this Solicitation shall be directed in writing by email to the Procurement Division at the email address specified in this Solicitation. Answers will be issued simultaneously to all registered Respondents. If it becomes evident that this Solicitation must be amended, the City will issue a formal written addendum to all registered Respondent(s) via email or through Vendor Registry and Demand Star. The addendum will be uploaded to the City's Procurement webpage.

No person is authorized to give oral interpretations of, or make oral changes to, the Solicitation. The issuance of a written addendum shall be the only official method whereby such a clarification is made. Only questions answered by written addenda shall be binding.

#### 1.5 Withdrawal of Response

A Respondent(s) may, without prejudice, withdraw, modify, or correct the Response after it has been submitted to the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the deadline to submit the Response. The original Response as modified by such writing will be considered as the Response submitted by the Respondent(s). No oral modifications will be considered.

#### 1.6 Right To Cancel or Reject Responses

The City reserves the right to cancel this Solicitation or reject any and/or all Responses or portions thereof, and to waive any technicalities or minor irregularities. Each Respondent agrees to hold harmless and covenant not to sue the City, its officials, officers, or employees, for any claims arising out of or in connection with the administration, evaluation, recommendation, or rejection of Responses.

The City does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Response, which, in the sole judgment of the City, will best serve the needs and interests of the City. This issuance of this Solicitation itself does not in any way constitute a contractual agreement between the City and the Respondent(s) unless and until the City awards the Solicitation, obtains all required approvals, and executes a Contract in accordance herewith. Furthermore, the City reserves the right to award without further discussion.

The City also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the City, unless otherwise stated.

#### 1.7 Protests

Protests of Solicitations and awards shall be submitted and resolved pursuant to City Code Section 2-338. Protests failing to meet all the requirements for filing shall NOT be accepted. Failure of a party to timely file shall constitute a forfeiture of such party's right to file a protest. NO EXCEPTIONS WILL BE MADE TO THIS REQUIREMENT.

#### 1.8 Incurred Expenses

The City shall not be responsible for any expenses incurred by any of the Respondents for the preparation of their Responses to this Solicitation, or for any associated costs in relation thereto, including without limitation the cost incurred during any presentation or negotiations related to potential award.

#### 1.9 Preparation of Response

Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the Solicitation.

Responses shall include all of the information and forms required by this Solicitation. Failure to utilize the City's forms, or fully complete said forms, may result in the Response being deemed non-responsive. The Respondent shall be considered non-responsive if its Response is conditioned on modifications, changes, or revisions to the terms and conditions of the Solicitation.

#### 1.10 Submission of Responses & Evaluations

Acknowledgment by Respondent: By submitting a Response, the Respondent certifies that he/she has fully read and understands the Solicitation and has full knowledge of the scope, nature, and quality of services to be performed or goods to be provided. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the Solicitation will be cause for rejection, as determined in the sole discretion of the City.

<u>Acceptance/Rejection/Modification</u>: The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the submittals.

<u>Postponement of Response Opening</u>: The City reserves the right to postpone the date for receipt and opening of Response submissions and will make a reasonable effort to give at least three (3) calendar days' notice, whenever practicable, of any such postponement to prospective Respondents.

<u>Responses Binding</u>: All Responses submitted in connection with this Solicitation shall constitute binding offers to the City for one hundred and eighty (180) calendar days after opening.

<u>Alternate Responses</u>: An alternate Response shall not be considered or accepted by the City.

<u>Interviews</u>: The City reserves the right to conduct interviews or require presentations prior to award.

<u>Samples</u>: When required by this Solicitation, samples of any goods proposed to be provided by Successful Respondent must be furnished to the City free of charge. Materials or equipment for which samples are required shall not be used in work until approved by the City. Each sample must be labeled with the Respondent's name and delivered within ten (10) calendar days of the Solicitation opening unless another timeframe is specified in this Solicitation. If samples are requested after the Solicitation opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples. Acceptance or approval of a sample shall not be construed to change or modify any Contract requirements.

Inspections: The City, at its sole discretion, reserves the

right to inspect Respondent's facilities or products, as applicable, to determine their capability of meeting the requirements for the Contract.

<u>Proprietary Responses</u>: By submitting a Response, the Respondent acknowledges that the Response will become the property of the City and will not be returned to the Respondents. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

#### 1.11 Prohibition Against Considering Social, Political, or Ideological Interests

Respondents are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, which provides that the City will not request documentation of or consider a Respondent's social, political, or ideological interests when evaluating Respondent's responsibility. Respondents are further notified that the City Council will not give preference to Respondents based on their social, political, or ideological interests.

#### 1.12 Identical (Tie) Responses

Responses that are evaluated as being equal with respect to price, quality, and service for the procurement of commodities or contractual services (sometimes referred to herein as "Tie Bids"), received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process provided the Respondent complies with the requirements of Section 287.087, Florida Statutes.

#### 1.13 Public Records

This Solicitation and any Responses or other information provided by Respondents in connection therewith, including but not limited to any subsequent Contract, shall be subject to the provisions of Chapter 119, Florida Statutes ("Public Records Law"). Responses are exempt from public disclosure until the City provides notice of an intended decision or until 30 days after opening the Responses, whichever occurs earlier.

By submitting a Response, Respondent(s) acknowledges that the Response, the materials submitted with the Response, the results of the City's evaluation and the subsequent Contract are open to public inspection upon proper request unless explicitly exempt under Florida law. Respondent(s) should take special note of this as it relates to proprietary information that might be included in its Response.

In the event that a Respondent submits information to the City that is proprietary or otherwise exempt from the Public Records Law, such Respondent shall explicitly indicate the information that is exempt from public disclosure and shall provide reasons therefore and shall identify the applicable exemption with a reference to the applicable law allowing for the exemption. The City reserves the right to make any final determination on the applicability of the Public Records Law.

#### 1.14 Compliance With Applicable Laws

Successful Respondent(s) shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this Solicitation and subsequent Contract. Lack of knowledge by the Respondent(s) will in no way be a cause for relief from responsibility. Respondents must be legally authorized to transact business in the State of Florida.

Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s). If the Successful Respondent(s) observes that the Response or subsequent Contract are at variance with applicable laws, Successful Respondent(s) will give the City prompt written notice thereof. If the Successful Respondent(s) performs knowing it to be contrary to such laws, ordinances, rules, and regulations, such Successful Respondent(s) will bear all liability arising wherefrom.

In the event that any governmental restrictions are imposed that would necessitate alteration of the goods or services requested by this Solicitation and/or offered by the Successful Respondent prior to delivery or completion, it shall be the responsibility of the Respondent(s) to notify the City immediately. In the event the City determines that the alternation diminishes the City's bargained-for exchange or frustrates the project, the City reserves the right to accept the alteration or cancel the Contract.

#### 1.15 Public Entity Crime

A person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a Response on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or Public Works project, may not submit a Response on a lease of real property to a public entity, may not be awarded or perform work as a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two for a period

of thirty-six (36) months from the date of being placed on the convicted vendor list, as defined in Section 287.133, Florida Statutes.

#### 1.16 Equal Employment Opportunity

The Respondent shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101 as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

# 1.17 Compliance with Occupational Health and Safety Act (OSHA) Standards

Respondent certifies that all materials, equipment, etc., contained in its Response meet all OSHA requirements. Respondent further certifies, that, if he/she is the Successful Respondent, and the materials, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on the date of use, all costs necessary to bring the materials equipment, etc., into compliance with the aforementioned requirements shall be borne by the Successful Respondent. Upon request the contractor shall provide the City with a copy of their written safety program pertaining to the subject of the Contract, if such a program is required by law.

The Successful Respondent shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall confirm to the U.S. Department of Labor OSHA, Florida Department of Labor, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed.

#### 1.18 Scrutinized Companies

Respondent must certify that it is not participating in a boycott of Israel and must also certify that it is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The City shall have the right to terminate the Contract and seek civil remedies pursuant to Florida Statute § 287.135.

#### 1.19 Fraud and Misrepresentation

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, or omission of any material fact, may be debarred in accordance with the applicable provisions of the City Code. The City as a further sanction may terminate or cancel any other Contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation.

#### 1.20 Collusion

Where two (2) or more related parties, as defined herein, each submit a Response to this Solicitation, such Responses shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in preparation and submission under such solicitation. Related parties shall mean employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Respondent have a direct or indirect ownership interest in another Respondent, for the same Project. Responses found to be collusive, or related as provided above, shall be rejected.

#### 1.21 Respondent in Arrears or Default

The Respondent represents and warrants that the Respondent is not in arrears to the City, City agency, or instrumentality, and is not a default as a Contractor, Vendor, Provider or whose default has not been fully cured by the Respondent's surety or otherwise upon any obligation to the City. In addition, the Respondent warrants that the Bidder has not been declared "not responsible" or "disqualified" by, suspended, or debarred from doing business with any state or local government entity in the State of Florida, the Federal Government or any other State/local governmental entity in the United States of America, nor is there any proceeding pending pertaining to the Respondent's responsibility or qualifications to receive public agreements. The Respondent considers this warrant as stated in this section to be a continual obligation and shall inform the City of any change during the term of the Contract.

The City shall deem as non-responsible, Respondents

that the City has determined is in monetary arrears, in debt, or in default to the City at the time bids are due.

#### 1.22 Conflict of Interest

By way of its Response, Successful Respondent recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in the Contract or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Council members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a Material Interest in the Respondent. "Material Interest" for purposes of this subsection shall mean direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent recognizes that with respect to its Response to this Solicitation, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the Response is submitted and may be further disqualified from submitting any future Responses for goods or services to City. Respondent must complete and execute the Business Entity Affidavit form.

#### 1.23 Assignment or Transfer

The Successful Respondent shall not assign, transfer, convey, sublet or otherwise dispose of its interest in the Solicitation or the subsequent Contract, including any or all of its right, title or interest therein, or its power to execute such Contract to any person, company or corporation without the prior written consent of the City at its sole and absolute discretion.

Further, in the event that the majority ownership or control of the Successful Respondent changes subsequent to the award of this Solicitation or Contract, Successful Respondent shall promptly notify City in writing of such change at least thirty (30) days prior to such change and the City shall have the right to terminate the contract, at City's sole discretion.

#### 1.24 City Property

Unless explicitly provided otherwise in this Solicitation, property owned by the City which may be furnished for repair, modification, study, etc., shall remain the property of the City. The Successful Respondent shall be liable for any and all damages to City-owned property occurring while in the Successful Respondent's possession. Damages occurring to such property while in route to the City shall be the responsibility of the Successful Respondent. In the event that such property is destroyed or declared a total loss, the Successful Respondent shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any plus any other damages incurred by the City as a result of such loss.

Where Successful Respondents are required to enter onto City real property to deliver materials or to perform work or services in connection with a Contract, the Successful Respondent will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Successful Respondent shall be liable for any damages or loss to the City occasioned by negligence of the Successful Respondent (or their agent, representatives, or invitees).

#### 1.25 Termination For Default

If the Successful Respondent defaults in its performance under the Contract and does not cure the default within thirty (30) days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Successful Respondent shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Respondent was not in default or (2) the Successful Respondent's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

#### 1.26 Termination For Convenience

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice when it is in the best interests of the City. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City, the Successful Respondent will be compensated solely for the supplies, products, equipment, or software that have been delivered to and accepted by the City prior to termination. To the extent that this Contract is for services and so terminated, the City of Doral shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination. Except as expressly provided herein, the City shall not be liable for any damages incurred by the counterparty to the Contract in connection with such termination.

#### 1.27 Confidentiality

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If the Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

#### 1.28 Anti-Trust/Non-Exclusivity

At such times as may serve its best interest, the City reserves the right to advertise for, receive, and award additional Contracts for the goods and/or services specified in this Solicitation, and to make use of other contracts for the purchase of these goods and/or services as may be available.

In case of a default by the Successful Respondent or failure of Successful Respondent to provide the goods and/or services indicated in the Contract, the City may procure the applicable goods and/or services from other sources and hold the Successful Respondent responsible for any excess costs incurred thereby, including, without limitation and as applicable, by retaining any amounts held by the City.

#### 1.29 Quantities

The City does not guarantee or warranty as to the total amount that may or may not be purchased from any resultant Contract. Any quantities included are for bidding purposes only and will be used for tabulation and presentation. The City reserves the right to reasonably increase or decrease quantities as required.

#### 1.30 Audit Rights and Records Retention

The Successful Respondent agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Successful Respondent which are directly pertinent to the Contract, for the purposes of audit, examination, excerpts, and transcriptions. The Successful Respondent shall maintain and retain any and all of the aforementioned records for a minimum of three years after the expiration and/or termination of the Contract.

#### 1.31 Capital and Other Expenditures

Successful Respondent understands that any capital expenditures that the Successful Respondent makes, or

prepares to make, in order to provide the goods or perform the services required by the City under the Contract, is a business risk which the Successful Respondent must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures or any other expenses unless otherwise explicitly agreed to by the City in writing and as part of the Contract.

#### 1.32 Governing Law and Venue

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The Successful Respondent agrees that any action, mediation, or arbitration arising out of the Solicitation or Contract shall take place in Miami-Dade County, Florida.

#### 1.33 Attorney Fees

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party shall be responsible for their own attorney fees through and including appellate litigation and any post-judgment proceedings.

#### 1.34 Disputes

If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Successful Respondent, and the City department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by mutual agreement, then the City Attorney shall resolve the dispute and send a written copy of its decision to the Successful Respondent, which shall be binding on both parties.

#### 1.35 Waiver of Jury Trial

The City and the Successful Respondent knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any dispute arising out of the Contract or the performance of the Work thereunder.

#### 1.36 No Partnership or Joint Venture

Nothing contained in this Solicitation or Contract will be deemed or construed to create a partnership or joint venture between the City and Successful Respondent, or to create any such relationship between the parties.

The Successful Respondent is an independent entity under the Contract. Services provided by the Successful Respondent shall be by employees of the Successful Respondent and subject to supervision by the Successful Respondent, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Successful Respondent.

#### 1.37 Severability

If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

#### 1.38 Indemnification

The Successful Respondent granted a Contract with the City as a result of this Solicitation shall indemnify and hold harmless the City, its officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to all reasonable attorney's fees and costs, to the extent caused by the error, omission, negligence, recklessness or intentional misconduct of the Successful Respondent or its agents, employees, or subcontractors or consultants, arising out of or in connection with this Solicitation or the Contract. These indemnifications shall survive the term of the Contract. In the event that any action or proceeding is brought against City by reason of any such claim or demand, the Successful Respondent shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Successful Respondent expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Successful Respondent shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate the Successful Respondent to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by the Successful Respondent or persons employed or utilized by the Successful Respondent. This indemnity will survive the cancellation or expiration of the Contract.

This indemnity will be interpreted under the laws of the

State of Florida, including, without limitation, in a manner that conforms to the limitations of §768.28, §725.06 and/or §725.08, Florida Statutes, as applicable and as amended.

The Successful Respondent shall require all subconsultants and subcontractors' agreements to include a provision specifying that they will indemnify and hold harmless the City in the manner substantially set forth above.

The Successful Respondent agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Successful Respondent in which the City participated either through review or concurrence of the Successful Respondent's actions. In reviewing, approving or rejecting any submissions by the Successful Respondent or other acts of the Successful Respondent, the City in no way assumes or shares any responsibility or liability of the Successful Respondent or subcontracted entities, under the Contract.

Successful Respondent warrants that there has been no violation of copyrights or patent rights in submitting their Response or providing the goods or services requested by this Solicitation. The Successful Respondent shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Successful Respondent shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Successful Respondent shall pay all damages and costs awarded against the City.

#### 1.39 City Rights as Sovereign

Notwithstanding any language contained in this Solicitation or subsequent Contract, Successful Respondent understands that the City retains all of its sovereign prerogatives and rights as a municipality under applicable laws, including, but not limited to, any regulatory authority and approvals. Neither the issuance of this Solicitation nor any subsequent Contract shall constitute a waiver of the City's rights as sovereign. In no event shall the City have any obligations or liabilities to the Successful Respondent under the Contract or otherwise on account of the City's exercise of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a municipal government.

#### 1.40 Time is of the Essence

Successful Respondent understands and agrees that time is of the essence in the completion and delivery of the goods and/or services to be provided in connection with the Solicitation and subsequent Contract.

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract. All Work shall be performed strictly (not substantially) within the time limitations necessary to maintain the critical path and all deadlines established in the Contract. Time is of the essence in performance of the Work.

#### 1.41 Delivery

The delivery of any all goods required by this Solicitation and resultant Contract shall be delivered F.O.B. Destination (i.e., at a specific City-designated address), and delivery costs and charges (if any) will be included in the quoted price. Exceptions shall be noted.

Goods or material(s) delivered to the City pursuant to this Solicitation and resultant Contract shall remain the property of the Successful Respondent until accepted to the satisfaction of the City. In the event goods or materials delivered to City are found to be defective or do not conform to specifications, the City reserves the right to reject or return the same to the Successful Respondent at the Successful Respondent's expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the CONTRACTOR being found in default.

#### 1.42 Brand Names

Unless otherwise provided in this Solicitation, if a brand name, make, manufacturer trade name, or vendor catalog is mentioned, whether followed by the words "approved equal" or otherwise, it is the intent of the City that such name is included for the purpose of establishing a grade or quality of material only. Bidder may offer alternatives of equal quality and appropriateness for the City's needs with appropriate identification, samples, and/or specifications. The City shall be the sole judge concerning the merits of items as equals.

#### 1.43 Contract Amendments

The Contract(s) that result from this Solicitation may not be modified except pursuant to written amendment executed by both the City and the Successful Respondent, or their authorized successors or assigns.

#### 1.44 Conflicts and Order of Precedence

This Solicitation and Contract shall be read together to avoid any conflicts. However, in the event of a conflict or inconsistency between this Solicitation or any exhibit attached hereto, any document referred to herein, or any document incorporated into this Solicitation and Contract by reference, and a term, statement, requirement, the Response by Successful Respondent, specifications and plans prepared by the Successful Respondent, if applicable, or provision of the Contract the following order of precedence shall apply:

In the event of any conflicts between the Contract and Solicitation, the Contract, as may be amended, shall govern. Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Technical Specifications, or any addendum issued, the order of precedence shall be the last addendum issued, the Technical Specifications, the Special Terms and Conditions, and then the General Terms and Conditions.

In the event of conflicts within the Contract, as amended the priorities stated below shall govern, as applicable:

- Scope of Work and Specifications shall govern over the Response, including without limitation any plans and drawings submitted thereby;
- Larger scale drawings shall govern over smaller scale drawings;
- Figured or numerical dimensions shall govern over dimensions obtained by scaling; and
- Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.

#### 1.45 Contract Interpretation and Construction

The singular includes the plural, and the plural includes the singular. "Shall" is mandatory and "may" is permissive. The masculine gender includes the feminine and neuter. The words "furnish" and "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

Miscellaneous items and accessories which are not explicitly mentioned, but which are essential to produce

a complete and properly operating product providing the function indicated, shall be furnished and installed without change in the Contract price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight, or other applicable characteristics as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the City before installation. The above requirement is not intended to include major components not covered by or inferable from the Response and Contract specifications.

#### 1.46 Rights and Remedies

The duties and obligations imposed by this Solicitation and Contract and the rights and remedies available thereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Successful Respondent and those rights and remedies available to the City, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract.

#### 1.47 Inspection of Project Records

The City shall have the right to inspect and copy during regular business hours at City's expense, the books and records and accounts of Successful Respondent which relate in any way to the Contract, and to any claim for additional compensation made by Successful Respondent, and to conduct an audit of the financial and accounting records of Successful Respondent, which arise out of the Contract. Successful Respondent shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Contract and to any claim for a period of three (3) years following final completion of the underlying project at no cost to the City. During the implementation of the work contemplated under the Contract and the three (3) year period following final completion of the same, the Successful Respondent shall provide the City access to such books and records upon five (5) days written notice.

#### 1.48 Notice

Whenever any provision of the Contract requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

#### 1.49 Payment

The City as a municipal corporation is subject to the Local Government Prompt Payment Act, Chapter 218, Part VII, Fla. Stat., as amended. Payments made by the City shall not preclude the City from disputing any items or services billed under this Contract and shall not be construed as waiver or acceptance of any part of the goods or services.

#### 1.50 Taxes

The cost of all applicable sales, use, and other taxes for which Respondent is liable under the Contract shall be included in the prices quoted provided by Respondent.

#### 1.51 Employees

Successful Respondent shall be responsible for the appearance of all working on-site personnel assigned to the work in connection with the Contract (clean and appropriately dressed at all times). On-site personnel always supply proper identification upon request.

All employees of the Successful Respondent shall be considered to be at all times the sole employees of the Successful Respondent, under the Successful Respondent's sole direction, and not an employee or agent of the City. The Successful Respondent shall supply competent, suitably qualified, and capable employees and the City may require the Successful Respondent to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. The City shall not have any duty to implement or enforce such requirements.

Each employee of the Successful Respondent shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Card. The Successful Respondent agrees not to employ any person undergoing sentence of imprisonment except as otherwise provided by applicable laws.

#### 1.52 Subcontractors or Suppliers

Prior to the commencement of any work pursuant to the Contract, the Successful Respondent shall furnish, in writing to the City, the names of all persons/entities (including those who are to furnish materials or equipment fabricated to a special design), if any, proposed for each principal portion of the work. The City shall notify the Successful Respondent, in writing, of any proposed person or entity to which City has an objection. The Successful Respondent will not employ any subcontractor or supplier against whom the City may have reasonable objection. Nor will the Successful Respondent be required to employ any subcontractor or supplier who has been accepted by the City, unless the City determines that there is good cause for doing so or if the terms of this Solicitation or Contract specify otherwise.

The Successful Respondent shall be fully responsible for all acts and omissions of their subcontractors and/or suppliers and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by them.

All work performed for the Successful Respondent by a subcontractor, supplier, or other person will be pursuant to an appropriate agreement between the Successful Respondent and such person. All agreements between the Successful Respondent and all subcontractors, suppliers, or others shall specifically bind the subcontractor, supplier, or other person to all applicable terms and conditions of the Contract for the City' benefit. Nothing in the Contract shall create any contractual obligation or liability on the part of the City to any subcontractor, supplier, or other person having a direct contract with Successful Respondent, including without limitation any payment to any such person, except as may otherwise be required by law.

#### 1.53 Extensions

The City reserves the right to automatically extend the Contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, negotiated and/or awarded. If the right is exercised, the City shall notify the Contractor, in writing, of its intent to extend the Contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Contractor are in mutual agreement of such extensions.

#### 1.54 Hiring Preference for Procured Projects

To the extent applicable, Successful Respondent shall comply with the provisions of City Code Section 2-325, providing a preference for Doral Businesses and Residents in Public Works and Improvements Contracts unless otherwise prohibited by applicable law or grant requirement.

[END OF SECTION]

#### ARTICLE 2 – SPECIAL TERMS AND CONDITIONS

#### 2.1 **Purpose and Intent**

The City of Doral is seeking a skilled and qualified Contractor to provide vehicle graphics and installation on City-owned vehicles, including without limitation for the manufacture and installation of a partial wrap of existing police fleet vehicles in accordance with the City's new design (2 sides, roof and back) with the materials required by this ITB, as more particularly set forth herein. The Contractor shall furnish and install all artwork, labor, supervision, equipment and materials as necessary to remove existing decals and install reflective graphic materials on City fleet for the City of Doral Police Department, City Trolleys, and various other vehicles as may be required by City departments on an as-needed basis.

#### 2.2 Bid Submittal Instructions

Bids must be submitted in the format and on the forms provided by this Solicitation. Bids must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the response may be attached behind the required forms. Responses by corporate entities must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

#### 2.3 Basis of Award

Award of this Contract will be made to the lowest responsive and responsible bidder who bids on all items and whose bid offers the lowest price when all items in Category 100 are added in the aggregate. Failure to bid on all items shall deem your bid non-responsive.

In accordance with City Code Section 2-324(2)(a), the City shall give preference to a responsive and responsible bidder that is a certified veteran business enterprise or certified service-disabled veteran business enterprise that is within five percent of the lowest and best bid, by providing such bidder an opportunity of providing said goods or contractual services for the lowest responsive bid amount. Whenever, as a result of the foregoing preference, the adjusted prices of two or more bidders which are a certified veteran business enterprise or certified service-disabled veteran business enterprise the lowest bid, and such bids are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the certified veteran business enterprise or certified service-disabled veteran business enterprise or certified service-disabled veteran business enterprise.

#### 2.4 Contract Term

The Contract shall have an initial term of three (3) years from the Contract's effective date. Prior to, or upon completion of that initial term, the City shall, at its sole and absolute discretion, have the option to renew the contract for three (3) one (1) year periods under the same terms and conditions.

#### 2.5 Pricing

Pricing proposed in response to this ITB shall include all costs to provide the requested service, including without limitation materials, equipment, and cost of delivery FOB destination.

If the Bidder is awarded the Contract under this ITB solicitation, the prices quoted by the Bidder for all categories and line items shall remain fixed and firm for the first twelve (12) months of the Term. However, the Proposer may offer incentives and discounts from this fixed price to the City at any time during the contractual term.

No price increases will be permitted during the first twelve (12) months of the Contract. After the first year, price increases may be permitted as a result of cost increases, and in no event greater than five (5%) for any single line item. The City requires bona fide documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30 days' advanced notice in writing is required to secure such adjustment, which will then be verified and confirmed by the City, if compliant herewith. No retroactive price adjustments will be considered. Any price decreases will automatically be extended to the City. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed. This provision does not restrict the City from terminating this Contract pursuant to the terms of this Contract.

#### 2.6 Modification of Services

In addition to the vehicles specifically referenced in this ITB, the City may require similar work for similar wrapping services on fleet utilized by other City departments. Successful Bidder agrees to take on such work unless such work would cause an undue burden to the Successful Bidder.

The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same amount as the estimated cost of the work deleted bears to the estimated cost set forth in the quoted amount which shall be consistent with the bid price list. If work has already been accomplished and approved by the City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed.

The City may require additional goods or services of a similar nature, but not specifically listed in the Contract. The Contractor agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered for such additional items are not acceptable to the City, the City reserves the right to procure those goods or services from other vendors. Bidder agrees that this Contract shall not be construed as exclusive and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole discretion.

#### 2.7 Licensing

Successful Respondent must provide a copy of their occupational/business license and State registration at time of award. Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal or termination of the Contract after award. Copies of the respondent's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their bid submittal. Pursuant to section 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida.

#### 2.8 Insurance Requirements

Contractor shall maintain, at their sole expense and during the term of this agreement insurance requirements set forth in Exhibit B. The City reserves the right to require additional insurance to meet the full value of the scope of services. Upon award, the Contractor must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on

each of the policies required herein.

The Certificate of Insurance shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City in accordance with policy requirements set forth herein. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that coverage sufficient to satisfy the requirement herein are in effect for the term of the Contract as may be extended.

If there is damage to the graphics installation on vehicles due to accidents not covered by the Contractor's insurance policy as required in this agreement, the Contractor will collaborate with the City's designated insurer as necessary in the City's sole discretion. This collaboration aims to ensure smooth coordination and efficient handling of insurance claims related to wrapping services. The Contractor will provide the insurer with all necessary documentation, estimates, and any other information required to assess and process claims. Additionally, the Contractor will promptly respond to inquiries and work in good faith to assist the City in resolving claims related to wrapping repairs.

#### 2.9 Other Public Entities and Agencies

Successful Respondent may, if the Successful Respondent has sufficient capacity or quantities available, provide to other public entities and agencies, so requesting, the products or services awarded in accordance with the terms of this Solicitation and the resultant Contract. Each governmental agency allowed by the contractor to use this contract shall do so independent of any other governmental entity and with no liability to the City. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. The City of Doral shall not have any liability or responsibility in relation to any utilization of this Solicitation or resultant Contract by any other public entities or agencies, including without limitation any failure of payment in connection thereto.

[END OF SECTION]

#### ARTICLE 3 – SCOPE OF WORK / TECHNICAL SPECIFICATIONS

#### 3.1 Scope of Work

Contractor shall furnish and install reflective premium vinyl wrap with lamination and digitally cut vehicle decals to each of one hundred and twenty-three (123) vehicles substantially in accordance with the design for police vehicles as shown in Exhibit C to be completed within three (3) months.

Additionally, the City's Department of Public Works currently has a fleet of trolleys and other vehicles which shall require the services contemplated herein. Currently, the City owns sixteen (16) operating trolleys, some of which require significant graphics repair, and is anticipated to acquire eleven (11) additional trolleys which will require graphics installation with a design for trolleys provided within Exhibit C. Other Public Works fleet vehicles will require the installation of a combination of wrapping, striping, and/or decals. Finally, Contractor may be engaged for the installation of graphics on other new vehicles as acquired by the City.

#### 3.2 Qualifications

For Contractors to be considered, Contractors must submit with their quote evidence that they have sufficient experience and are qualified to satisfactorily perform the work required by this Solicitation, in the City's sole discretion. The evidence will consist of listing the type of installation, nature of work, and number of years in the business providing substantially similar services as those required by this Solicitation, which must be no less than three (3) years.

Technicians installing the wraps and graphics shall have certification and training to install graphics, such as 3M or equivalent. Proof of technician certification shall be provided at any time during the term of the Contract within 72 hours from request by the City.

The proven quality, durability and reliability of the product and services are of the utmost concern. Each bidder must furnish references from contracts of similar size and scope. Accordingly, Contractors must provide three (3) references for the specified work, at least two (2) must be from other government entities and public agencies. Such references shall not be City of Doral employees. As part of the evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of a bid constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Bidder's qualifications.

#### 3.3 Demonstration

Prior to awarding the Contract, the lowest bidder shall showcase a sample vehicle at a location determined by the City upon City's request thereof. The purpose of the sample vehicle is to demonstrate the bidder's ability to install the proposed materials with the same level of quality as that required by this ITB. If the sample is not acceptable to City staff, in its sole discretion, the City may elect to proceed with the next lowest bidder.

#### 3.4 Types of Graphics

Vehicles within each group type are a representation of the type of vehicles that may require graphics and are provided as a basis of grouping vehicle types for this ITB. The below list provides examples but is not inclusive of all models in the City's fleet. Specific year, make, and model of vehicles and or equipment will be provided at time of order. Estimated quantity of graphics required annually is listed by category.

## 3.5 Quantities

Subject to budgetary availability, the City anticipates requiring services for approximately 5 additional trolleys per year and 20-25 vehicles per year in future years.

The graphic installations and decals shall be for various sized vehicles, but the Police and Public Works fleet currently consists of:

- 60 Ford Explorer vehicles (years 2016–2023),
- 1 Chevy Tahoe vehicles (year 2015),
- 10 each Dodge Durango vehicles (year 2020),
- 2 Ford F150 vehicles and 2 Ford F250 vehicles (years 2008-2019),
- 48 Ford Taurus vehicles (years 2015-2019),
- 16 Freightliner and Ford Trolleys between 30'-33' in length (years 2000-2020)

Vehicle sizes vary in actual length based upon the year and model of the vehicle, and therefore window and door placement vary. The contractor shall provide wrapping and installation services for all vehicle types. There may be some design layout differences between the various model years that will require some adjustments and modifications to the design and installation which shall be accommodated by the Contractor.

## 3.6 Estimated Quantities

The quantities indicated in this solicitation are estimates that pertain to the initial quantities that may be ordered. The total does not indicate single order amounts. The City makes no guarantees about single order quantities or total aggregate order quantities. The Contractor SHALL NOT require a minimum order amount.

## 3.7 Materials

Contractor must use only materials that are suitable for the severe South Florida coastal environment and regular use of service vehicles from Police, Public Works and other City departments. The proposed material shall be able to withstand abrasions, scratches, resistant to UV fading, cracking, edge peeling, and frequent mechanical washing. Materials must have high visibility and high durability. The material shall be designed to allow removing without causing damage to the vehicle. Logos must be done with screen-printing.

Materials for City Trolleys shall be as follows:

• Contractor shall provide 3M<sup>™</sup> Controltac<sup>™</sup> Graphic Film, 3M<sup>™</sup> Print Wrap according to the specifications set forth in Exhibit D, or other approved equal.

Materials for City Police vehicles and other City vehicles shall be as follows:

- Contractor shall provide either Avery Dennison<sup>®</sup> neo<sup>™</sup> Paint Protection Film according to the specifications set forth in Exhibit D, or 3M<sup>™</sup> Wrap Film Series 2080 according to the specifications set forth in Exhibit D, or other approved equal.
- Lettering shall be 3M<sup>™</sup> Scotchlite<sup>™</sup> Reflective Graphic Film according to the specifications set forth in Exhibit D, or other approved equal.

If Bidder is proposing an equivalent material, Bidder shall include manufacture (i.e., 3M, Norcal, etc.), material description, thickness, and resistance to wear, supporting technical data and manufacture warranty for all products offered. Bidders shall provide a list of materials to be used during the contracted

term(s) and describe how materials meet the proposed criteria, including any technical specifications.

Wherever brand, manufacturer, or product names are used, they are included only for the purposes of establishing a description of minimum quality of the requested item unless otherwise specified. This inclusion is not to be considered as advocating or prescribing the use of any particular brand or item or product. However, approved equals or better must be pre-approved by the City. All requests for approved equals shall be received in writing. The City will have the right to audit and inspect the Contractor's materials to confirm that the materials utilized are the approved type and quality.

## 3.8 Designs of Graphics, Logos and Vehicle Designs

The design of the police fleet vehicles and trolleys will be substantially as set forth in Exhibit C, attached and incorporated herein. The City reserves the right to make adjustments to the design and will provide a final design for each vehicle each time Contractor is engaged to remove and/or install graphics on each vehicle.

Design of any graphics, logos and vehicle designs provided and developed within the course of this contract are specific to the City of Doral and are considered proprietary information and shall remain the sole property of the City. This includes but is not limited to transfer of software files, as well as electronic and printed formats of design media specific to the City.

Contractor will provide proofs of design work to be displayed on vehicle or equipment. The City shall not be charged for this service. When applicable, Contractor shall label each graphic panel according to the vehicle side (driver-side and passenger side, back and front of the vehicle). Contractor shall scan and digitize the City artwork, lettering, and logos on a color scanner and transfer images to pressure sensitive adhesive film.

## 3.9 Quality Craftsmanship

<u>Removal</u>: Contractor shall remove existing vehicle wrap or decals, if any, the manufacturer emblem, side molding and adhesive from vehicle before installing decals and/or graphics. Where removal of existing graphics is required, the Contractor shall be responsible for the complete removal of the current decal/wraps of the City's vehicles (including but not limited to the removal of all residues) to ensure the prior graphics are not visible or otherwise affect the installation or quality of the new wrapping/decals. The Contractor shall use extreme care when removing existing graphic material resulting in no damage to the vehicle(s). If restoration is expected upon removal of the graphic material, the Contractor shall coordinate such restoration with City staff and receive approval before removing existing graphic material.

<u>Installation</u>: The Contractor shall produce, print, furnish, and install quality vehicle graphics as required by the City. The Contractor shall be responsible for quality control and ensuring the printed product matches the approved graphic proof, required dimensions, graphic colors and agreed upon media type. The Contractor is solely responsible for the quality of the installation at the expense of the Contractor; the City reserves the right to request that the Contractor correct any defects due to poor material or installation practice. Such requests shall be issued by the City in writing. The contractor shall correct defect(s) within seven business days, at no cost to the City. Contractor shall apply the adhesive film to the smooth sealed, flat, exterior (sides, front and back) of each of the vehicles designated for exteriors areas from large to small or as otherwise required or recommended by the material manufacturer.

Additionally, Contractor shall:

- Ensure materials are applied with no scratches, tears, bubbles, or other visible defects.
- Ensure materials are installed per manufacturer instructions using best shop practices.
- Ensure materials perform correctly by exhibiting proper adhesion to surfaces they are applied to.
- Ensure print and cut graphic decals will retain their colors and shape throughout the duration of the decal material's outdoor durability.

### 3.10 Work Schedule and Location of work

Work shall be generally performed on vehicles within the City-owned property located at 6100 NW 99th Ave, Doral, FL 33178 or such other location the City may designate ("Facility"), Monday through Friday from 8:00 a.m. to 5:00 p.m. Afterhours and weekend installation may be permitted with prior approval. The Facility will be closed on City holidays. The City currently anticipates that at least three (3) vehicle bays will be available, although no guarantee is made. Contractor shall have all equipment necessary to perform services at the location specified and shall be prepared to provide shade or canopy if needed.

The City does not currently have work space available for graphics installation on trolleys or similarlysized vehicles. Accordingly, Contractor must have a work site leased or owned by the Contractor and utilized solely by the Contractor for decal removal and graphics installation for trolleys and similarly sized vehicles. All graphics installations for trolleys and similarly sized vehicles are to be completed at the awarded Contractor's premises.

Contractor shall complete graphics installation (including the removal of existing decals) on the aforementioned one hundred and twenty-three (123) Police department vehicles substantially in accordance with the design for police vehicles provided herein as Exhibit C within three (3) months. After the three (3) month period, the City may send additional vehicles to the Contractor who shall be responsible for completing installation within seven (7) business days after issuance of a purchase order.

## 3.11 Staffing

Due to the fact that a vast volume of the work will be performed on public safety vehicles and police vehicles, the Contractor shall perform a background investigation and drug test for any of its employees doing work on any City vehicle. All of Contractor's staff that works on the City's vehicles or enter the Facility shall be subject to the standard City of Doral Police check-in process, including but not limited to, visitor pass, weapons screening, security checks, etc.

Bidder shall provide the number of local installers in their staff and provide installation certification held by the installers. Additionally, Contractor shall provide points of contact who will manage all of the services described to ensure an integrated product that meets cost expectations and timing requirements.

## 3.12 Quality Assurance and Inspections

During the performance of the installation services, if the contractor damages any features on the vehicle, the contractor shall notify the City immediately within two (2) hours of the discovery of the damage, and the Contractor shall be responsible for replacing and/or repairing the feature(s) prior to continuing performance of the Scope of Work. The Contractor shall not be entitled to any adjustment in the contract price for any work resulting from Contractor damage.

The Contractor shall allow authorized City staff to perform quality control inspections of the vehicle decal installation services at any point and at multiple times throughout the installation process. The quality control inspections shall be for the purpose of ensuring that the installation services are performed in accordance with the solicitation requirements and vehicle decal installation best practices for consistent quality that meets the City's needs and requirements.

### 3.13 Acceptance

Once the vehicle details have been completed and delivered, the City shall have a reasonable opportunity to inspect them. The City shall have seven (7) days to perform its acceptance testing and inspection of the Products, after which time the Materials shall be deemed accepted unless the City rejects the Materials.

All vehicle decals which do not comply with the specifications and/or requirements or which are otherwise unacceptable quality or color or defective may be rejected. In addition, all decals which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

#### 3.14 Warranty

The Contractor agrees that products, equipment, materials or services furnished under this Contract, shall be covered by the most favorable warranties the Contractor gives to any customer of such products, equipment, materials or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause in this Contract.

Warranty repair, removal, re-application and required materials shall be provided by the selected Contractor (not the film/material manufacturer) for a period of no less than five (5) years. Film/material manufacturer warranty shall be to the full extent of the manufacturer's warranty. A warranty statement shall be provided with bid response. Graphic material must be able to withstand abrasions, scratches, resistance to UV fading (defined as the loss of printed colors), cracking, edge peeling, and frequent mechanical washing.

Warranty repair and /or replacement will be performed at no additional charge to the City. All warranty periods shall begin upon acceptance by the City. The vehicle graphics warranties shall include but not limited to fading, cracking, peeling, lifting, blistering, and discoloration.

## 3.15 Quoting, Invoicing and Payments

Quotes shall be provided by the Contractor to the City for all equipment graphics. Quoted amounts after award shall be compliant with the price list accepted by the City. Contactor price list shall include cost of removal, installation, delivery, and setup. Work will not be approved to begin until a purchase order is provided to Contractor.

Invoices are to be submitted in arrears to the user department to the billing address, unless otherwise directed in this Contract. The Contractor shall submit a legible copy of the invoice before payment(s) can be made. Problems regarding billing or invoicing shall be directed to the department listed on the Purchase Order. At a minimum, the invoice must provide the following information:

- Company Name, Address and Contact
- City Bill to Name and Contact Information
- City Purchase Order Number
- Invoice Number and Date
- Date of Delivery
- Quantity
- Description of Purchase and Pricing Per Unit
- Total Amount Due
- Any additional information the City may reasonably require

## 3.16 Discontinued Materials

If a manufacturer discontinues materials required by this Contract, the City may allow the Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new material, the Contractor shall provide the following to the City:

- Documentation from the manufacturer that the material has been discontinued.
- Documentation that names the replacement material.
- Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original Solicitation.
- Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.
- Documentation confirming that the price for the replacement is the same as or less than the discontinued material.
- Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

## [END OF SECTION]

## ARTICLE 4 – REQUIRED SUBMISSION FORMS

## INTERESTED PROPOSERS SHALL SUBMIT THE FOLLOWING FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED. THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO THIS SOLICITATION.

The required forms are attached to this Solicitation as Exhibit A, and are inclusive of the following:

- 1. Solicitation Response Form
- 2. Bid Price Sheet
- 3. Conflict of Interest Disclosure Form
- 4. Bidder Qualification Statement
- 5. E-Verify Program Affidavit
- 6. Business Entity Affidavit
- 7. Non-Collusion Affidavit
- 8. No Contingency Affidavit
- 9. Disability Non-Discrimination Statement
- 10. Public Entity Crimes Sworn Statement
- 11. Drug Free Workplace Program
- 12. Copeland "Anti-Kickback" Act Affidavit
- 13. Equal Employment Opportunity Certification
- 14. Cone of Silence Certification
- 15. Tie Bids Certification
- 16. Conformance with OSHA Standards
- 17. Respondent's Certification
- 18. Certificate of Authority

## **EXHIBIT A – REQUIRED SUBMISSION FORMS**

#### SOLICITATION RESPONSE FORM

### City of Doral ITB No. 2023-09 Vehicle Decal, Striping, and Wrapping Services

Date Submitted	
Company Name*	
Date of Entity Formation	
Entity Type (select one)	Corporation / Partnership / Limited Liability Company / Other
Corporate Address	
Office Location	
Location Work will take Place, if different than above	
Taxpayer Identification No.**	
Authorized Representatives (Name and Title)	

\* Please attach a copy of your registration from the website <u>www.sunbiz.org</u> establishing that your firm is authorized to conduct business in the State of Florida pursuant to authority granted by the Florida Department of State Division of Corporations.

#### \*\* Please attach a copy of your completed IRS Form W-9

- The undersigned Bidder/Proposer agrees, if this Bid is accepted by the City, to enter into an agreement with the City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract for the Price and within the timeframe indicated in this proposal and in accordance with the terms and conditions of the Contract.
- 2. Bidder/Proposer accepts all of the terms and conditions of the Solicitation, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder/Proposer agrees to sign and submit the Contract with any applicable documents required by this ITB within ten days after the date of City's Notice of Award (If applicable).
- 3. By responding to this sealed Solicitation, the Bidder/Proposer makes all representations required by the Solicitation and further warrants and represents that Bidder/Proposer acknowledges that it has received and examined copies of the entire Solicitation documents including all of the following addenda:

Addendum No.: _	Dated:	Addendum No.:	Dated:	
Addendum No.: _	Dated:	Addendum No.:	Dated:	
Check here If n	o Addenda were issued.			

4. Bidder/Proposer further warrants and represents that it has familiarized themselves with the nature and extent of the Contract, required goods and/or services, site, locality, and all local conditions and applicable laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

- 5. Bidder/Proposer further warrants and represents that it has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions to the extent applicable to the Work, and has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all information that pertains to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder/Proposer for such purposes.
- Bidder/Proposer further warrants and represents that it has given the City written notice of all errors or discrepancies it has discovered in the Contract and the resolution thereof by the City is acceptable to Bidder/Proposer.
- 7. Bidder/Proposer further warrants and represents that this Bid/Proposal is genuine and not made in the interest of or on behalf of any other undisclosed person, firm or corporation; Bidder/Proposer has not directly or indirectly induced or solicited any other Bidder/Proposer to submit a false or sham Proposal; Bidder/Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Bidder/Proposer has not sought by collusion to obtain for itself any advantage over any other Bidder/Proposer or over the City.
- 8. Bidder/Proposer understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.
- 9. Bidder/Proposer understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place as such the Proposer shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
- 10. Communications concerning this Proposal shall be addressed to:

Bidder/Proposer:	
Telephone:	
Email Address:	
Attention:	

11. The terms used in this response which are defined in the above-referenced Solicitation shall have the meanings assigned to them in such Solicitation.

#### STATEMENT

I understand that a "person" as defined in 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes officers, directors, executives, partners, shareholders, employees, members, and agents active in management of the entity.

	SUBMITTED THIS	DAY OF	, 2023.
Company Name:			_
Company Address:			_
Authorized Representative Signature:			_

## **BID PRICE SHEET**

Item	Description	UOM	Unit Price	Estimated Quantities	Total
	100 – Application of Design substantially as shown in graphics, materials, and labor/installation of new grap				
#100-1	Mid-size marked Police Sport Utility Vehicle (SUV)	Each		70	
#100-2	Full-size marked Police Sport Utility Vehicle (SUV)	Each		1	
#100-3	Full-size four-door sedan marked Police vehicle	Each		48	
#100-4	Full-size pick-up Truck marked Police vehicle	Each		4	
#100-5	New Trolleys – approx. 34' length (graphics removal not required)	Each		11	
Category	200 – Partial Wrap including materials and labor/inst	allation			
#200-1	Mid-size Sport Utility Vehicle (SUV)	Each		1	
#200-2	Full-size Sport Utility Vehicle (SUV)	Each		1	
#200-3	Compact four-door sedan vehicle	Each		1	
#200-4	Mid-size four-door sedan vehicle	Each		1	
#200-5	Full-size four-door sedan vehicle	Each		1	
#200-6	Compact pick-up Truck	Each		1	
#200-7	Mid-size pick-up Truck	Each		1	
#200-8	Full-size pick-up Truck	Each		1	
#200-9	Compact cargo/Mini-van	Each		1	
#200-10	Full-size cargo/Mini-van	Each		1	
#200-11	Full-size passenger van	Each		1	
Category	300 – Full Wrap including materials and labor/installa	ation			
#300-1	Mid-size Sport Utility Vehicle (SUV)	Each		1	
#300-2	Full-size Sport Utility Vehicle (SUV)	Each		1	
#300-3	Compact four-door sedan vehicle	Each		1	
#300-4	Mid-size four-door sedan vehicle	Each		1	
#300-5	Full-size four-door sedan vehicle	Each		1	
#300-6	Compact pick-up Truck	Each		1	
#300-7	Mid-size pick-up Truck	Each		1	
#300-8	Full-size pick-up Truck	Each		1	
#300-9	Compact cargo/Mini-van	Each		1	

#300-10	Full-size cargo/Mini-van	Each		1	
#300-11	Full-size passenger van	Each		1	
#300-12	Trolleys – approx. 30'-34' length	Each		1	
#300-13	Existing Trolleys (including required removal)	Each		16	
Category	Category 400 – Decals, Striping, and Other Miscellaneous Materials				
#400-1	Other City Decals – Vinyl Film	Sq. Ft.		1	
#400-2	Other City Decals – Reflective	Sq. Ft.		1	
Category	Category 500 – Labor & Misc				
#500-1	Graphic Design Services	Hour		1	
#500-2	Installation Services	Sq. Ft.		1	
#500-3	Removal Services (if not otherwise covered)	Sq. Ft.		1	
#500-4	Vehicle Graphics Materials Cost (provide percentage discount off manufacturer)	%		1	

#### PLEASE ALSO COMPLETE THE FOLLOWING:

- Number of Vehicle Graphics Installations per week<sup>+</sup>:
   <sup>+</sup> The 123 Police vehicles referenced in ITB Section 3.1 must be completed within three (3) months.
- Contractor's Installation Warranty\*:

(number of years)

\*warranty of installation, repair, removal, re-application and required materials for a minimum of five (5) years following the date of final inspection and approval.

## CONFLICT OF INTEREST DISCLOSURE FORM

All entities interested in conducting business with the City must complete and return this Conflict-of-Interest Disclosure Form. All entities interested in or conducting business with the City are subject to comply with the City of Doral's conflict of interest policies as stated within the certification section below. If a current or proposed vendor has a relationship with a City of Doral official or employee or an immediate family member of a City of Doral official or employee, the vendor shall disclose the information required below.

Bidder/Proposer certifies as follows:

- 1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
- 2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
- 3. No City employee is contemporaneously employed or prospectively will be employed by the vendor.
- 4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.

Conflict of Interest Disclosure*			
Name of City of Doral employees, elected officials, or immediate family members with whom there may be a potential conflict of interest:			
	( ) No Conflict of Interest		

\*Disclosing a potential conflict of interest does not automatically disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict-of-Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Bidder/Proposer by my signature below:

Company Name:	
Authorized Representative Name:	
Authorized Representative Title:	
Authorized Representative Signature:	
Date:	

#### **BIDDER QUALIFICATION STATEMENT**

The Bidder's response to this questionnaire will be utilized as part of the City's evaluation to ensure that the Bidder meets, to the satisfaction of the City, the minimum requirements for participating in this Solicitation.

### BIDDER MUST PROVIDE DETAILS FULFILLING THE SOLICITATION'S MINIMUM EXPERIENCE REQUIREMENTS IN THE FORM BELOW. IT IS MANDATORY THAT BIDDERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

Bidder/Proposer	
Proposed Work Site*	
Years in Business	
Number of Local Installers**	

#### \*For trolleys and similarly sized vehicles

\*\*Please attach a copy of technician certification of applicable graphics installation training for each installer

<u>References</u>: Provide the name, address, telephone number and E-MAIL of at least two (2) valid Government agencies or other firms of comparable size that have utilized services that are similar in type and capacity within the last three (3) years. City of Doral references are not applicable. References may be checked prior to award. Non-responsive or negative references may result in the disgualification of submittal.

#### Reference #1

Name	Title	
Company	Address	
Telephone No.	Email	
Services Provided		

#### Reference #2

Name	Title	
Company	Address	
Telephone No.	Email	
Services Provided		

## Reference #3

Name	Title	
Company	Address	
Telephone No.	Email	
Services Provided		

#### E-VERIFY PROGRAM AFFIDAVIT

I, the undersigned affiant, swear or affirm that:

- 1. I am an agent of the below-named company ("Contractor") authorized to make the statements contained in this affidavit on behalf of the Contractor. Additionally, I have reviewed Section 448.095, Florida Statutes and 48 CFR 52.222-54 and have sufficient knowledge of the personnel practices of the Contractor to execute this Declaration on behalf of the Contractor.
- 2. The Contractor has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in F.S. 448.095, which prohibits the employment, contracting or sub-contracting with an unauthorized alien.
- 3. The Contractor does not knowingly employ applicants or retain in its employ a person whose immigration status makes them ineligible to work for the Contractor.
- 4. The Contractor has verified that any subcontractors utilized to deliver goods or services to the City through the Contractor's contract with the City use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor. The undersigned further confirms that it has obtained all necessary affidavits from its subcontractors, if applicable, in compliance with F.S. 448.095, and that such affidavits shall be provided to the City upon request.
- 5. Failure to comply with the requirements of F.S. 448.095 may result in termination of the employer's contract with the City of Doral. Finally, the undersigned employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number:

Date of Authorization:

I hereby declare under penalty of perjury that the foregoing representations are true and correct.

Company Name	Affiant Name (Printed)	
Affiant Signature	Date Signed	
STATE OF COUNTY OF		
The foregoing instrument was acknowledged, subscribed and sworn to before me this day of 20 by means of		_, who is personally
[Notary Seal]		

Notary Public for the State of \_\_\_\_\_\_ My commission expires: \_\_\_\_\_

#### **BUSINESS ENTITY AFFIDAVIT**

- I, the undersigned affiant, swear or affirm that:
- 1. I am an agent of the below-named company ("Contractor") authorized to make the statements contained in this affidavit on behalf of the Contractor.
- 2. The full legal name and business address (post office address not acceptable) of the person(s) or entity contracting or transacting business with the City of Doral ("City") are as follows:

Legal Name of Contractor	
Fictitious Name (DBA) if applicable	
Street Address	
FEIN/EIN (if none, Social Security Number)	

3. The following individuals are the officers of the Contractor: (supplement chart if necessary)

Name	Address	Position

4. The following individuals or entities hold, directly or indirectly, five percent or more of the Contractor or are the beneficiaries of such Contractor in trust: (supplement chart if necessary)

Name	Address	Percentage Interest

5. The following individuals or entities have or will have an interest in the proposed business transaction with the City (excluding subcontractors, suppliers, laborers, or lenders): (supplement chart if necessary)

Name	Address	Interest

I hereby declare under penalty of perjury that the foregoing representations are true and correct.

Company Name

Affiant Name (Printed)

Affiant Signature

Date Signed

STATE OF	
COUNTY OF	

The foregoing instrument was acknowledged, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_ by means of  $\Box$  physical presence or  $\Box$  online notarization, by \_\_\_\_\_\_, who is personally known to me or who has produced the following identification: \_\_\_\_\_.

[Notary Seal]

Notary Public for the State of \_\_\_\_\_\_ My commission expires: \_\_\_\_\_\_

#### **NON-COLLUSION AFFIDAVIT**

I, the undersigned affiant, swear or affirm that:

- 1. I am an agent of the below-named company ("Contractor") authorized to make the statements contained in this affidavit on behalf of the Contractor.
- 2. Affiant is fully informed respecting the preparation and contents of the attached Bid/Proposal by Contractor and of all pertinent circumstances respecting such Bid/Proposal.
- 3. Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal.
- 4. Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other firm or person to submit a collusive or sham Bid/Proposal in connection with the Work for which the attached Bid/Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any firm or person to fix any overhead, profit, or cost elements of the Bid/Proposal or of any other person submitting a response to the solicitation, or to fix any overhead, profit, or cost elements of the quoted price(s) or the quoted price(s) of any other bidding/proposing person, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed Work.
- 5. The price(s) quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this Affiant.

I hereby declare under penalty of perjury that the foregoing representations are true and correct.

Company Name

Affiant Name (Printed)

Affiant Signature

Date Signed

The foregoing instrument was acknowledged, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_ by means of  $\Box$  physical presence or  $\Box$  online notarization, by \_\_\_\_\_\_, who is personally known to me or who has produced the following identification: \_\_\_\_\_\_.

[Notary Seal]

Notary Public for the State of \_\_\_\_\_\_ My commission expires: \_\_\_\_\_

#### NO CONTINGENCY AFFIDAVIT

I, the undersigned affiant, swear or affirm that:

- 1. I am an agent of the below-named company ("Contractor") authorized to make the statements contained in this affidavit on behalf of the Contractor.
- 2. Affiant is fully informed respecting the preparation and contents of the attached Bid/Proposal by Contractor and of all pertinent circumstances respecting such Bid/Proposal.
- 3. Affiant on behalf of Contractor represents that neither Contractor nor any principal, employee, agent, representative or family member has promised to pay, and Contractor has not and will not pay, a fee the amount of which is contingent upon the City of Doral awarding this contract.
- 4. Affiant on behalf of Contractor warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and
- 5. Affiant on behalf of Contractor acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Contractor if awarded the contract.

I hereby declare under penalty of perjury that the foregoing representations are true and correct.

Company Name	Affiant Name (Printed)	
Affiant Signature	Date Signed	
STATE OF COUNTY OF		
The foregoing instrument was acknowledged, subscribed and sw 20 by means of □ physical presence or □ online notarization known to me or who has produced the following identification:	n, by, who is personally	

[Notary Seal]

Notary Public for the State of \_\_\_\_\_\_ My commission expires: \_\_\_\_\_

# **DISABILITY NON-DISCRIMINATION STATEMENT**

AMERICANS WITH DISABILITIES ACT (ADA)

I, the undersigned affiant, swear or affirm that:

- 1. I am an agent of the below-named company ("Contractor") authorized and fully informed to make the statements contained in this affidavit on behalf of the Contractor.
- 2. Affiant on behalf of Contractor represents that the Contractor is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794; The Federal Transit Act, as amended 49 USC Section 1612; The Fair Housing Act as amended 42 USC Section 3601-3631.

I hereby declare under penalty of perjury that the foregoing representations are true and correct.

Company Name

Affiant Name (Printed)

Affiant Signature

Date Signed

STATE OF	
COUNTY OF	

The foregoing instrument was acknowledged, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by means of 
physical presence or 
online notarization, by \_\_\_\_\_\_, who is personally known to me or who has produced the following identification:

[Notary Seal]

Notary Public for the State of \_\_\_\_\_ My commission expires:

#### PUBLIC ENTITY CRIMES SWORN STATEMENT SECTION 287.133(3)(a) FLORIDA STATUTES

I, the undersigned affiant, swear or affirm that:

- 1. I am an agent of the below-named company ("Contractor") authorized to make the statements contained in this affidavit on behalf of the Contractor.
- 3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 4. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trail court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 5. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:
  - A predecessor or successor of a person convicted of a public entity crime; or
  - Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 6. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity
- 7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

8. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE CITY OF DORAL IS FOR THE CITY OF DORAL ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF DORAL PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

I hereby declare under penalty of perjury that the foregoing representations are true and correct.

Company Name	Affiant Name (Printed)
Affiant Signature	Date Signed
STATE OF COUNTY OF	
The foregoing instrument was acknowledged, subscribed a	nd sworn to before me this day of,
20 by means of $\Box$ physical presence or $\Box$ online notari known to me or who has produced the following identificati	zation, by, who is personally on:
[Notary Seal]	

Notary Public for the State of \_\_\_\_\_\_ My commission expires: \_\_\_\_\_

### DRUG FREE WORKPLACE PROGRAM

The undersigned company in accordance with Florida statute 287.087 hereby certifies that the company does all of the following:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

## COPELAND "ANTI-KICKBACK" ACT AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Doral, its elected officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

I hereby declare under penalty of perjury that the foregoing representations are true and correct.

Company Name	Affiant Name (Printed)	
Affiant Signature	Date Signed	
STATE OF COUNTY OF		
The foregoing instrument was acknowledged, subscribed $20$ by means of $\Box$ physical presence or $\Box$ online nota known to me or who has produced the following identification	arization, by	, , who is personally 
[Notary Seal]		

[notary coo

Notary Public for the State of \_\_\_\_\_\_ My commission expires: \_\_\_\_\_

#### EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

I do hereby certify that I have read and understand the Equal Employment Opportunity requirements set forth in this Solicitation and that the below-named Company is in compliance and shall continue to comply with the same.

#### **CONE OF SILENCE CERTIFICATION**

I do hereby certify that I have read and understand the "Cone of Silence" requirements set forth in this Solicitation and further certify that neither I, nor any agent or representative of the Company has violated this provision.

#### **TIE BIDS CERTIFICATION**

I do hereby certify that I have read and understand the requirements/procedures for Tie Bids set forth in this Solicitation.

Execution of these certifications and attachment of this executed form, as such, is required to complete a valid bid.

Company Name:	
Authorized Representative Name:	
Authorized Representative Title:	
Authorized Representative Signature:	
Date:	

#### **CONFORMANCE WITH OSHA STANDARDS**

To the City of Doral,

We \_\_\_\_\_\_, hereby acknowledge and Contractor

agree that we, as the proposed Contractor for City of Doral for this Solicitation, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

(List all Subcontractor's Names)

to comply with such act or regulation.

CONTRACTOR

ATTEST

BY: \_\_\_\_\_

#### **RESPONDENT'S CERTIFICATION**

I, \_\_\_\_\_\_\_as \_\_\_\_\_\_and authorized representative of the below named business entity have carefully examined the Solicitation, including all sections, exhibits, addenda, and any other documents accompanying or made a part of this Solicitation. I hereby propose to furnish the goods or services specified in the Solicitation. I agree that my Bid/Proposal will remain firm for a period of 180 days in order to allow the City adequate time to evaluate the Bids/Proposals.

I certify that all information contained in this Bid/Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid/Proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this Bid/Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Doral or any other Respondent is interested in said Bid/Proposal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

STATE OF	
COUNTY OF	

The foregoing instrument was acknowledged, subscribed and sworn to before me this day of _	,
20 by means of $\Box$ physical presence or $\Box$ online notarization, by	_, who is personally
known to me or who has produced the following identification:	

[Notary Seal]

Notary Public for the State of	
My commission expires:	

## CERTIFICATE OF AUTHORITY (If Corporation)

STATE OF											
COUNTY OF	=										
I HEREBY C	ERTIFY that a m	eeting of the	Board of	f Direct	ors of					,	а
Corporation	existing under	the laws	of the S	State	of			, held	а	meeting	on
	, 20	, wherein th	e followin	ng reso	lution v	was duly	passed and	d adopte	ed:		

"RESOLVED, that,	, as	of
the Corporation, is hereby authorized to execute the Bid/Proposition	al dated, 20	,
which shall be submitted to the City of Doral on behalf of this C	Corporation, and that their execution the	reof,
attested by the Secretary of the Corporation, and with the Corpo	prate Seal affixed, shall be the official act	t and
deed of this Corporation."		

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this \_\_\_\_\_, day of \_\_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

## CERTIFICATE OF AUTHORITY (If Partnership)

STATE OF COUNTY OF		
I HEREBY CERTIFY that a meeting of the Partners	s of	, a
Corporation existing under the laws of the S, 20, wherein the followin		
"RESOLVED, that,	, as	of
the Corporation, is hereby authorized to execute the	e Bid/Proposal dated	, 20,
which shall be submitted to the City of Doral on be	half of this Partnership, and t	that their execution thereof,
attested by the	_, shall be the official act and o	deed of this Partnership."
I further certify that said resolution is now in full force	ce and effect.	
IN WITNESS WHEREOF, I have hereunto set my	hand and affixed the official	seal of the Partnership this
, day of, 20		
Attest:		

(SEAL)

## CERTIFICATE OF AUTHORITY (If Limited Liability Company)

STATE OF \_\_\_\_\_\_ COUNTY OF \_\_\_\_\_\_

I HEREBY CERTIFY th	nat a meeting of _		<u> </u>
Limited Liability Compa	any ("Company")	existing under the laws of the State of	, held a
meeting on	, 20	, wherein the following resolution was duly pass	ed and adopted:

"RESOLVED, that,	, as	of
the Company, is hereby authorized to execute the	Bid/Proposal dated	, 20,
which shall be submitted to the City of Doral on b	behalf of this Company, and that	their execution thereof,
attested by the	, shall be the official act and dee	ed of this Company."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Company this \_\_\_\_\_, day of \_\_\_\_\_\_, 20\_\_\_\_.

Attest:

(SEAL)

### EXHIBIT B – MINIMUM INSURANCE REQUIREMENTS

Successful Bidder shall maintain during the term of the Agreement, at their sole cost and expense, the following insurance policies and coverage limits:

•	General Liability:	\$1,000,000 per occurrence \$2,000,000 policy aggregate
•	Workers' Compensation:	\$100,000 per accident \$100,000 per disease \$500,000 policy aggregate
•	Auto Liability:	\$1,000,000 combined single limit included hired & non-owned vehicles

At the time of award, the Successful Proposer(s) must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced above on a Primary Non-Contributory Basis.

## **EXHIBIT C – NEW GRAPHICS AND EXISTING DECALS**

NEW GRAPHICS AND INSTALLATION DECALS AND PARTIAL WRAP

























## CURRENT VEHICLE DECALS (to be removed)







#### **EXHIBIT D – MATERIAL SPECIFICATIONS**

On the following pages, please find:

- Trolley Material Specifications:
  - o Product Bulletin IJ180 (3M<sup>™</sup> Controltac<sup>™</sup> Graphic Film 3M<sup>™</sup> Print Wrap Film)
- Police & Other Vehicle Material Specifications:
  - o Product Bulletin 680/680CR (3M<sup>™</sup> Scotchlite<sup>™</sup> Reflective Graphic Film)
  - o Product Bulletin 2080 (3M<sup>™</sup> Wrap Film Series 2080)
  - o Avery Product Data Sheet (Avery Dennison ® neo™ Paint Protection Film)

# **Product Description**

• For Solvent, UV, and Latex Inkjet printing

#### **Product Features**

- Pressure-activated adhesive for easy sliding, tacking, snap-up and repositioning
- Excellent hiding power; flexible; conforms to compound curves, corrugations and rivets
- Many finished graphic constructions can be stretched up to 130% (i.e., a 10 inch [25 cm]
- piece of film can stretch to 13 inches [33 cm]) without primer or relief cuts and maintain lift resistance; see "Stretchability" on page 6
  Removable with heat
- IJ180mC-10UR: Expected Performance Life of 8 years (unwarranted period for unprinted film with no graphic protection, applied to a flat, vertical, outdoor surface)
- All others: Expected Performance Life of 10 years (unwarranted period for unprinted film with no graphic protection, applied to a flat, vertical, outdoor surface)

Product Name	Description	Features
3M™ Controltac™ Graphic Film IJ180-10	• 2-mil, white, vinyl film with a luster finish	• The original film is optimal for trailer & box truck graphics
3M™ Controltac™ Graphic Film w/Comply™ Adhesive IJ180C-10	• 2-mil, white, vinyl film with a luster finish	<ul> <li>The original film is optimal for trailer &amp; box truck graphics using Comply™ Adhesive air release channels for fast, easy, bubble-free installations</li> </ul>
3M™ Controltac™ Graphic Film w/Comply™ Adhesive v3 IJ180Cv3-10	• 2-mil, white, vinyl film with a luster finish	<ul> <li>The industry go-to film is optimal for trailer &amp; box truck graphics using Comply™ v3 Adhesive non-visible air release channels for fast, easy, bubble-free installations</li> </ul>
3M™ Print Wrap Film IJ180mC-10	• 2-mil, white, vinyl film with a luster finish	<ul> <li>The industry's go-to film is fine tuned for wraps using Comply™ Adhesive with micro technology non-visible air release channels for fast, easy, bubble-free installations</li> </ul>
3M™ Print Wrap Film IJ180mC-114 "Transparent"	• 2-mil, clear, vinyl film with a luster finish	<ul> <li>Printable clear wrap film with micro technology non-visible air release channels for fast, easy, bubble-free installations</li> </ul>
3M™ Print Wrap Film IJ180mC-120 "Metallic"	• 2-mil, metallic silver, vinyl film with a luster finish	<ul> <li>Printable metallic wrap film with micro technology non- visible air release channels for fast, easy, bubble-free installations</li> </ul>
3M™ Print Wrap Film IJ180mC-10UR	<ul> <li>2-mil, white, vinyl film with a luster finish with Ultra- Removable adhesive.</li> </ul>	<ul> <li>Ultra-Removable adhesive. Shorter term option. Fast, clean removal without heat or chemicals.</li> </ul>

#### Recommended Types of Graphics and End Uses

- Wraps for vehicles, straight trucks, semi-trucks and semi-trailers; emblems or striping
  Horizontal vehicle wraps when protected with 3M overlaminates 8528, 8548G, 8549L, or 8900
- Walls, indoor and outdoor graphics and signs, including point-of-purchase and displays
- Watercraft graphics (above the static water line only)
- Bus graphics
- Small format original equipment manufacturer's (OEM) decorative and identification graphics, cautionary and safety labeling
- IJ180mC-114 can be used for 2 way emblems on windows (excluding buses or other vehicles).

#### (i) IMPORTANT NOTE

For all stainless steel applications, see IJ180mC-10SLS product bulletin.

For all low-surface energy applications, see <u>JJ180mC-10LSE product bulletin</u>.

When constructed and used as described in this Bulletin, these types of graphics and end uses may be warranted by the 3M<sup>™</sup> MCS<sup>™</sup> Warranty or the 3M Performance Guarantee. Please read the entire Bulletin for details.



Some of these links lead to web-based resources that are not product-specific.



**Quick Links** 

### **Recommended Compatible Products**

See <u>3Mgraphics.com/warranties</u> for a complete list of compatible products that are approved by 3M for use with the base film covered in this Bulletin and used for the creation of a graphic that may be eligible for the 3M<sup>™</sup> MCS<sup>™</sup> Warranty or 3M Performance Guarantee.

### OEM Inkjet Inks and Printers for the 3M Performance Guarantee

See the <u>3M Performance Guarantee Matrix</u> for a complete list of compatible OEM Inkjet Inks and Printers that are approved by 3M for use with the base film covered in the Bulletin and used for the creation of a graphic that may be eligible for the 3M Performance Guarantee.

## **Graphic Protection**

- <u>3M™ Scotchcal™ Gloss Overlaminate 8518</u>
- <u>3M™ Scotchcal™ Luster Overlaminate 8519</u>
- <u>3M™ Scotchcal™ Matte Overlaminate 8520</u>
- <u>3M™ Scotchcal™ Gloss Overlaminate 8528</u> with horizontal vehicle warranty
- <u>3M™ Envision™ Gloss Wrap Overlaminate 8548G</u> with horizontal vehicle warranty
- <u>3M™ Envision™ Luster Wrap Overlaminate 8549L</u> with horizontal vehicle warranty
- <u>3M™ Scotchcal™ Ultra Matte Overlaminate 8915</u>
- <u>3M™ Screen Print Gloss Clear 1920DR</u>
- <u>3M™ Screen Print UV Gloss Clear 9740i</u>
- <u>3M™ Piezo Inkjet Protective Clear 8530</u>
- <u>3M™ Wrap Overlaminate Series 8900</u>
- <u>3M™ Décor Overlaminate 8600</u>

#### **Application Tapes**

See <u>3M Instruction Bulletin AT-1</u> to determine what application tape is recommend for your film or finished graphic.

## Other Products

- <u>3M™ Edge Sealer 3950</u>
- <u>3M™ Edge Sealer Tape 8914</u>
- <u>3M™ Vehicle Channel Applicator Tool VCAT-2</u>
- <u>3M™ Roller S (small hard roller)</u>
- <u>3M™ Roller L (large hard roller)</u>
- <u>3M™ Scotchgard™ Paint Protection Film SGH6</u>

#### Certificate of 3M<sup>™</sup> MCS<sup>™</sup> Warranty

Graphic manufacturers who produce digitally printed graphics made with all 3M Graphics Products, including 3M Ink purchased through a qualified 3M Distributor or 3M Printing Partner, may register to be recognized with a Certificate of 3M<sup>™</sup> MCS<sup>™</sup> Warranty. Only graphic manufacturers having a current Certificate of 3M<sup>™</sup> MCS<sup>™</sup> Warranty are eligible to extend this warranty to their customers.

NOTE: For non-digitally printed Finished Graphics, check your eligibility for the 3M<sup>™</sup> MCS<sup>™</sup> Warranty by viewing the Warranty Period found within the Product Bulletin or using the warranty selector at <u>www.3mgraphics.com/warranties</u>.

# Characteristics

These are typical values for unprocessed product. Processing may change the values.

### **Physical Characteristics**

Characteristic	Value
Material	Cast vinyl
Film Color	Film IJ180, IJ180C, IJ180Cv3, IJ180mC-10, IJ180mC-10UR: White, opaque IJ180mC-120: Silver IJ180mC-114: Clear
Thickness	Without adhesive: 2 mil (0.05 mm) With adhesive: 3–4 mil (0.08–0.10 mm)
Adhesive	Film IJ180: Pressure-activated (slide, tack, snap-up, reposition) Films IJ180C, IJ180Cv3; IJ180mC (all versions): Pressure-activated (slide, tack, snap-up, reposition) with air release channels
Adhesive Color	Film IJ180, IJ180C, IJ180Cv3, IJ180mC-10, IJ180mC-10UR: Gray IJ180mC-120: Silver IJ180mC-114: Clear
Liner	Polyethylene-coated paper
Adhesion, Typical 24 hours after application	ABS: 4–5 pounds/inch (0.72–0.89 kg/cm) Acrylic enamel: 3–4 pounds/inch (0.54–0.72 kg/cm) Aluminum, anodized: 7–8 pounds/inch (1.26–1.43 kg/cm) Aluminum, etched: 5–6 pounds/inch (0.89–1.08 kg/cm) Chrome: 4–5 pounds/inch (0.72–0.89 kg/cm) Fruehauf pre-painted panels: 3–5 pounds/inch (0.54–0.89 kg/cm)
Tensile Strength	5 pounds/inch at 73 °F (0.9kg/cm at 23 °C)
Chemical Resistance	Resists mild alkalis, mild acids, and salt Excellent resistance to water ( <i>does not include immersion</i> ) Resists occasional fuel spills
Flammability	ASTM E84 reports: <u>JJ180</u> , <u>JJ180C</u> , and <u>JJ180Cv3</u> or go to the On-line Product Catalog at <u>3M.com/graphics</u> All other test reports: call 1-800-328-3908

# **Application Characteristics**

Characteristic	Value	
Finished Graphic Application Recommendation	<ul> <li>Surface type: flat, with and without rivets, simple curves, compound curves, and corrugations</li> <li>Substrate type: ABS resins, aluminum, chrome, glass, fiberglass reinforced plastics, paint (check adhesion to powder-coated or water-based paints), fiberglass with gel coat Application method: Dry</li> <li>Application temperature: air and substrate</li> <li>Flat without rivets: 40–100 °F (4–38 °C)</li> <li>Curves or corrugations with rivets: 50–100 °F (10–38 °C)</li> <li>Compound curves and/or watercraft: 60–90 °F (16–32 °C)</li> </ul>	
Applied Shrinkage	0.015 inches (0.4 mm)	
Temperature Range After Application	-65 to +225 °F (-60 to +107 °C) (not for extended periods of time at the extremes)	
Graphic Removal	Removable with heat from most substrates within the Warranty Period at 50 °F (10 °C) minimum (air and substrate). 3M makes no claims as to the ease or speed of removal. <b>IJ180mC-10UR</b> is ultra-removable, and does not need heat to remove. See <u>3M Instruction Bulletin 6.5</u> for removal techniques.	

# Warranty Information

### Warranty Coverage Overview

The warranty coverage for eligible graphics is based on the user both reading and following all applicable and current 3M Graphics Product and Instruction Bulletins. The warranty period for eligible graphics is as stated in the 3M Graphics Warranties Matrices at the time that the film was purchased. Information found at <u>3MGraphics.com/warranties</u> includes:

- <u>3M Graphics Warranties Bulletin</u>
  - This bulletin contains information on limitations and exceptions, and warranty period reductions for 3M Graphics Warranties. The warranty period may be reduced and stipulations may apply for certain constructions, applications, and graphic exposures as covered in this Bulletin.
- <u>3M Graphics Warranties Selector</u>
- Use this selector to search for your vertical warranty period by product type, ink type, film name, and/or ink/printer platform.
- <u>U.S. Desert Southwest Region Map</u>
- Use this map of hot, arid desert areas to determine if you are subject to reduced warranted durabilities.

The warranties set forth in this Bulletin are made in lieu of all other express or implied warranties, including any implied warranty of merchantability, fitness for a particular purpose, or arising out of a course of dealing, custom, or usage of trade.

## **3M Basic Product Warranty**

3M Graphics Products are warranted to be free of defects in materials and manufacture at the time of shipment and to meet the specifications stated in its applicable 3M Graphics Product Bulletin and as further set forth in the <u>3M Graphics Warranties Bulletin</u>.

### **Limited Remedy**

The limited remedy applicable to each warranty is addressed in the 3M Graphics Warranties Bulletin found at <u>3MGraphics.com/</u><u>warranties</u>.

## Limitation of Liability

Except where prohibited by law, 3M SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO PURCHASER OR USER FOR ANY DIRECT (EXCEPT FOR THE LIMITED REMEDY PROVIDED IN THE 3M GRAPHICS WARRANTIES BULLETIN), INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LABOR, NON-3M MATERIAL CHARGES, LOSS OF PROFITS, REVENUE, BUSINESS, OPPORTUNITY, OR GOODWILL) RESULTING FROM OR IN ANY WAY RELATED TO 3M'S GRAPHICS PRODUCTS, SERVICES, or THIS BULLETIN. This limitation of liability applies regardless of the legal or equitable theory under which such losses or damages are sought.

#### Warranty Period Matrices

See the 3M Graphics Warranties Matrices at <u>3MGraphics.com/warranties</u>, for vertical warranty period information specific to your film.

#### Warranty Period Matrices - Smooth, Interior Walls

**Table A.** Warranty Period (in years) for Finished Graphics Applied to Smooth, Indoor Walls Not Exposed to the Elements or in Direct Sunlight. See the 3M<sup>™</sup> MCS<sup>™</sup> Graphics Warranties Matrices at <u>3MGraphics.com/warranties</u> for full list of compatible inks.

		Inks							
Film	Overlaminates	UV Inkjet Inks	Solvent Inkjet Inks	Latex Inkjet Inks					
IJ180mC-10	8520; 8550M; 8600; 8915;	8	8	8					

#### IMPORTANT NOTE

(i)

This warranty period does not include removability.

#### (i) IMPORTANT NOTE

Warranty Period table above applies to the listed overlaminates used in conjunction with the films listed in the table and applicable Inkjet inks on smooth, indoor wall applications not exposed to the elements and not located in direct sunlight.

The Adhesion Test Kit must be used to test adhesion characteristics of smooth indoor walls before application in order to be eligible for the 3M<sup>™</sup> MCS<sup>™</sup> Warranty. See <u>3M Instruction Bulletin 5.37</u> for full details.

The 3M Smooth Interior Wall Installation Checklist (located at the end of this Bulletin) must be completed in order for the finished graphic to be eligible for the 3M<sup>™</sup> MCS<sup>™</sup> Warranty.

#### **Additional Limitations**

See the 3M Graphics Warranties Bulletin at <u>3MGraphics.com/warranties</u>, for terms, additional limitations of your warranty, if any, information on reduced warranties for different exposures, and limitations of liability.

# Factors that Affect Graphic Performance Life

The actual performance life of a graphic is affected by:

- the combinations of graphics materials used.
- complete ink drying or curing.
- selection, condition and preparation of the substrate.
- surface texture.
- application methods.
- angle and direction of sun exposure.
- environmental conditions.
- cleaning or maintenance methods.

# **Graphics Manufacturing**

Before using any equipment, always read the manufacturer's instructions for safe operation.

#### **Inkjet Printing**

Always read and follow the ink manufacturer's written instructions on usage.

#### Total Ink Coverage

The maximum recommended total ink coverage for this film is:

- 270% when printed with all approved 3M solvent inkjet inks.
- 280% when printed with all approved 3M UV inkjet inks.
- 280% when printed with all approved 3M latex inkjet inks.
- 250% when printed on the Mimaki JV5 Series printer with HS ink series (<u>3M Performance Guarantee</u>).

Do not exceed the recommended total ink coverage for the ink series used on this product. Having too high a total physical ink amount on the product results in media characteristic changes, incomplete drying, overlaminate lifting, and/or poor graphic performance. For additional details about total ink coverage, refer to the 3M Product and Instruction Bulletin for 3M inks or the <u>3M Performance Guarantee Matrix</u> for OEM inks.

#### **Completely Dry Graphics**

#### (i) IMPORTANT NOTE

Incomplete drying or curing can result in graphic failure including curling, increased shrinkage and adhesion failure, which are not covered under any 3M Graphic Warranty.

See the ink's 3M Product and Instruction Bulletin for more details.

### Cutting

See <u>3M Instruction Bulletin 4.1</u> for Sheeting, Scoring and Film Cutting details.

#### **Graphic Protection**

Graphic protection may improve the appearance, performance and durability of the graphic. Click on the graphic protection options listed in Product Bulletin or see the <u>3M Graphics Market Product Catalog</u>, for more information.

#### (i) IMPORTANT NOTE

During installation, scratches may occur on films without graphic protection.

#### **Application Tapes**

There are two types of application tapes. See <u>3M Instruction Bulletin AT-1</u> to determine what application tape is recommended for your film or finished graphic.

#### Premasking Tape

Increases stiffness during application while preventing stretching and damage. Use when little or no liner is exposed. See <u>3M Instruction</u> <u>Bulletin 4.3</u> for complete details.

#### Prespacing Tape

Holds cut and weeded letters or graphics in place during application and after removing the film liner, while preventing stretching and damage. Use when large amounts of liner are exposed. See <u>3M Instruction Bulletin 4.3</u> for complete details.

# Application and Installation

In addition to other 3M Bulletins specified in this document, the following Bulletins provide details that you may need to successfully apply a graphic.

- <u>3M Instruction Bulletin 2.1</u> Design of graphics.
- <u>3M Instruction Bulletin 4.22</u> Lamination Basics for Inkjet Printed Graphics.
- <u>3M Instruction Bulletin 5.36</u> Application Techniques for Automobiles, Vans and Buses. Complete the 3M Pre-Installation Inspection Record found in this Instruction Bulletin prior to manufacturing or applying a graphic to an automobile, van, or bus.
- <u>3M Instruction Bulletin 5.4</u> Application, Fleet Trucks.
- <u>3M Instruction Bulletin 5.42</u> Application, Special Considerations for Watercraft. Complete the 3M Pre-Installation Inspection Record found in this Instruction Bulletin prior to manufacturing or applying a graphic to a watercraft.
- <u>3M Instruction Bulletin 5.5</u> Application, General Procedures for Interior and Exterior Dry Application.
- <u>3M Product and Instruction Bulletin V-Tools</u> 3M<sup>™</sup> Vehicle Channel Applicator Tools.

#### (i) IMPORTANT NOTE

UV inkjet inks may crack if too much heat is used during graphic application to complex curves and deep contours as well as around rivets. When using heat during application, make sure the film surface temperature does not exceed 212° F (100° C). For best results, always do a test application of a printed graphic to determine how much heat can be used without damaging the image.

#### (i) IMPORTANT NOTE

3M recommends using additional heat in the post-application process for vehicle graphics. During this process, 3M only recommends using a heat gun to make sure the film surface temperature reaches a minimum of 200° F (93° C) and does not exceed 225° F (107° C).

#### (i) IMPORTANT NOTE

IJ180mC-120 may exhibit a directional characteristic in its appearance. For the best overall appearance, do not alternate between lengthwise and widthwise graphic panels.

#### Pressure-activated Adhesive

The pressure activated adhesive on this film offers:

- smooth sliding into position on a substrate;
- fast finger tacking to check position; and
- easy snap-up and repositioning when you need it.
- The snap-up and reposition feature is lost:
- when firm pressure with a squeegee or other application tool is applied.
- at application temperatures above 100° F (38° C) even if only light finger pressure was used for tacking.
- if any part of the film is removed from the original liner and reapplied to the same or another liner.
- solvent from inkjet ink has not completely dried or cured, which affects both slideability and snap-up.

### Working with Air Release Channels

Air release channels are a characteristic of films with Comply<sup>™</sup> adhesive that allow trapped air to exit through the edges of the graphic.

- The channels will be damaged and effective air removal affected if you remove and attempt to change liners or reapply the same liner.
- For the best results, always work from the center out to the edges of the graphic to allow trapped air to exit through the air release channels. If the channels are closed off by firm pressure and air is trapped, use an air release tool to aid in removing air bubbles. See <u>3M</u>. Instruction Bulletin 5.4 for details.
- The mC channels have slightly different characteristics than the other Comply<sup>™</sup> channels like Cv3 and C. Working with mC channels may need a more consistent, firm pressure with overlapping strokes compared with other patterns.

#### Video

Click <u>here</u> to see how 3M's Comply<sup>™</sup> adhesive technology works.

Click here to see a demonstration of film application and bubble removal.

### Stretchability

Many finished graphic constructions can be stretched without primer or relief cuts and maintain lift resistance.

- For Automobiles, Vans and Buses, see <u>3M Instruction Bulletin 5.36</u> for details and exceptions.
- For Straight trucks, semi-trucks and semi-trailers, see <u>3M Instruction Bulletin 5.4</u> for details and exceptions.

#### 3M™ Tape Primer 94

3M recommends that where the film will be stretched, particularly on the edges of the film, use primer to maximize a graphic's bond to its substrate.

## Maintenance and Cleaning

Use a cleaner designed for general housekeeping such as the Scotch-Brite<sup>™</sup> Easy Eraser or Simple Green® and then rinse with clear water. The cleaner must be wet, non-abrasive, without solvents, and have a pH value between 3 and 11 (neither strongly acidic nor strongly alkaline). See <u>3M Instruction Bulletin 6.5</u> for details.

## Removal

Removal may require heat. The ease and rate of removal depends on a number of factors. See <u>3M Instruction Bulletin 6.5</u> for details.

# Shelf Life, Storage and Shipping

#### Shelf Life

The shelf life is never more than 3 years from the date of manufacture on the original box. If you process the film, the shelf life is changed to 1 year from the processing date, but not later than the 3 year maximum from the manufacturing date.

#### Storage Conditions

- 40° to 100 °F (4° to 38 °C)
- Out of sunlight
- Clean, dry area
- Original container
- Bring the film to room temperature before use

#### Shipping Finished Graphics

Flat, or rolled printed side out on 6 inch (15 cm) or larger core. This helps prevent the application tape, if used, from popping off.

# Health and Safety

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When handling any chemical products, read the manufacturer's container labels and the Safety Data Sheets (SDS) for important health, safety and environmental information. To obtain SDS sheets for 3M products go to <u>3M.com/SDS</u>, or by mail or in case of an emergency, call 1-800-364-3577 or 1-651-737-6501.

When using any equipment, always follow the manufacturer's instructions for safe operation.

Commercial Solutions 3M Center, Building 220-12E-04 St. Paul, MN 55144

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# 3M<sup>™</sup> Scotchlite<sup>™</sup> Reflective Graphic Film

#### Product Bulletin 680/680CR Revision T, April 2022

# Series 680 and Series 680CR with Comply™ Adhesive

## **Product Description**

- For screen printing
- 7-mil, flexible, enclosed lens, retroreflective, engineer-grade films offering flexibility and versatility

#### **Product Features**

- Available in 11 colors, including black (black film reflects white)
- Designed for excellent cutting and weeding with computer sign cutting equipment
- Unprocessed film resists fuel vapors and occasional spills
- Similar daytime and nighttime appearances
- Retains most of its reflectivity when wet
- Excellent angularity
- Pressure-activated adhesive for easy sliding and tacking
- For flat, curved, or corrugated surfaces with and without rivets
- Expected performance life of nine years for vehicles and seven years for rail applications (unwarranted periods for unprinted film with no graphic protection, applied to a flat, vertical, outdoor surfaces)

## Recommended Types of Graphics and End Uses

- Commercial straight trucks, semi-trucks, and semi-trailers
- Buses, vans, passenger vehicles, delivery and pickup trucks, and enclosed trailers
- Rail and lead cars of trains
- Non-regulated, indoor and outdoor signage, emblems, and striping
- Indoor and outdoor graphics and signs
- Small format original equipment manufacturer's (OEM) decorative and identification graphics and cautionary and safety labeling

When constructed and used as described in this bulletin, these types of graphics and end uses may be warranted by the 3M<sup>™</sup> MCS<sup>™</sup> Warranty. Read the entire bulletin for details.

#### () IMPORTANT NOTE

This film is NOT recommended for use on stainless steel or chrome substrates. Contact your sales representative for information about more appropriate products.

#### (j)

#### **IMPORTANT NOTE**

This film is not recommended on low surface energy (LSE) substrates such as some plastics, powder-coated paint, etc. The user must assume responsibility for testing and approving these substrates. Contact your sales representative for information about more appropriate products such as ZC0105.

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Some substrates such as under-cured polyurethane paint, fiberglass, and some paint systems may continue to outgas for some time. Two-part polyurethane paints and screen print clears may stop curing when the air and surface temperature are lower than 75°F (24°C).

#### **Quick Links**

<u>3M Graphics Warranties</u> <u>Technical Information Selector</u> <u>Safety Data Sheets (SDS)</u> <u>Videos</u>

Some of these links lead to web-based resources that are not product-specific.



# **Recommended Compatible Products**

See <u>3M.com/graphicswarranties</u> for a complete list of compatible products approved by 3M for use with the base film covered in this bulletin and for the creation of graphics that may be eligible for the 3M<sup>™</sup> MCS<sup>™</sup> Warranty.

### Screen Printing Inks for 3M<sup>™</sup> MCS<sup>™</sup> Warranty

- <u>3M™ Screen Printing Ink Series 1900 (Solvent)</u>, line color and four color
- <u>3M™ Scotchlite™ Screen Printing Ink Series 2900 (Solvent)</u>
- <u>3M™ Screen Printing UV Ink Series 9800</u>, line color and four color

### **Graphic Protection**

- <u>3M™ Gloss Wrap Overlaminate 8418G</u>
- <u>3M™ Scotchcal™ Gloss Overlaminate 8518</u>
- <u>3M™ Scotchcal™ Luster Overlaminate 8519</u>
- <u>3M™ Scotchcal™ Gloss Overlaminate 8528</u>
- <u>3M™ Envision™ Gloss Wrap Overlaminate 8548G</u>
- <u>3M™ Envision™ Luster Wrap Overlaminate 8549L</u>
- <u>3M™ Screen Print Gloss Clear 1920DR</u>
- <u>3M™ Screen Print UV Gloss Clear 9740i</u>
- <u>3M™ Screen Print UV Gloss Clear 9800CL</u>

### **Other Products**

• <u>3M™ Edge Sealer 3950</u>

#### Certificate of 3M<sup>™</sup> MCS<sup>™</sup> Warranty

Graphic manufacturers who produce digitally printed graphics made with all 3M Graphics Products, including 3M Ink purchased through a qualified 3M Distributor or 3M Printing Partner, may register to be recognized with a Certificate of 3M™ MCS™ Warranty. Only graphic manufacturers having a current Certificate of 3M™ MCS™ Warranty are eligible to extend this warranty to their customers.

NOTE: For non-digitally printed Finished Graphics, check your eligibility for the 3M<sup>™</sup> MCS<sup>™</sup> Warranty by viewing the Warranty Period found within the Product Bulletin or using the warranty selector at <u>www.3m.com/graphicswarranties</u>.

# Characteristics

These are the typical values for unprocessed product. Processing may change the values.

## **Physical Characteristics**

Characteristic	Value							
Material	Vinyl							
Thickness	With adhesive: 7-8 mil (0.18-0.20 mm)							
	Film Number (680 and 680CR):	Color Name:	<b>Typical Coefficient of Retroreflection:</b> (At -4° entrance angle and 0.2° observation angle)					
	-10	White	100					
	-14	Orange	20					
	-64	Gold	70					
	-71	Yellow	65					
Film Color	-72	Red	20					
	-75	Blue	10					
	-76	Light Blue	10					
	-77	Green	20					
	-81	Lemon Yellow	75					
	-82	Ruby Red	15					
	-85	Black	30					
	surface at the same point. An observation angle is formed by the light beam striking the reflective surface and returning to the observer. Fro 800 feet (249 meters), a motorist normally views a graphic at a 0.2° angle.							
	IJ680-10: Pressure-activated (slideable)							
Adhesive		ble)	U U U U U U U U U U U U U U U U U U U					
	IJ680CR-10: Pressure-activated (slide	ble)	U U					
Adhesive Color	IJ680CR-10: Pressure-activated (slide Clear, with silver underneath	ble)	U U U U U U U U U U U U U U U U U U U					
	IJ680CR-10: Pressure-activated (slide       Clear, with silver underneath         Polyethylene-coated paper       Polyethylene-coated paper	ble)	U U					
Adhesive Color	IJ680CR-10: Pressure-activated (slide Clear, with silver underneath	/cm) /in. (0.4-0.5 kg/cm) 0.6 kg/cm) /in. (0.2-0.4 kg/cm)	U U U U U U U U U U U U U U U U U U U					
Adhesive Color Liner Typical Adhesion at Room Temperature 24 Hours After Application	IJ680CR-10: Pressure-activated (slide         Clear, with silver underneath         Polyethylene-coated paper         680:         • Aluminum: 3-4 lbs/in. (0.5-0.7 kg/         • Painted aluminum panels: 2-3 lbs/         • Vinyl film (8519): 2.5-3.5 lbs (0.5-1680CR:         • Aluminum: 2-3 lbs/in. (0.4-0.5 kg/         • Painted aluminum panels: 1-2 lbs/	/cm) /in. (0.4-0.5 kg/cm) 0.6 kg/cm) /in. (0.2-0.4 kg/cm) 0.5 kg/cm)	channels					
Adhesive Color Liner Typical Adhesion at Room Temperature 24 Hours After Application (90 Degree Peel Angle)	IJ680CR-10: Pressure-activated (slide         Clear, with silver underneath         Polyethylene-coated paper         680:         • Aluminum: 3-4 lbs/in. (0.5-0.7 kg/         • Painted aluminum panels: 2-3 lbs.         • Vinyl film (8519): 2.5-3.5 lbs (0.5-680CR:         • Aluminum: 2-3 lbs/in. (0.4-0.5 kg/         • Painted aluminum panels: 1-2 lbs.         • Vinyl film (8519): 2-3 lbs/in. (0.4-0.5 kg/	/cm) /in. (0.4-0.5 kg/cm) 0.6 kg/cm) /in. (0.2-0.4 kg/cm) /in. (0.2-0.4 kg/cm) 0.5 kg/cm) ·ASTM, NFPA®, and /	channels					

## **Application Characteristics**

Characteristic	Value
Finished Graphic Application Recommendation	<ul> <li>Surface type: Flat, with and without rivets, moderate curves, and corrugations</li> <li>Substrate type: Aluminum, fiberglass reinforced plywood (FRP), paint</li> <li>Application method: Dry</li> <li>Application temperature (air and substrate):</li> <li>Flat without rivets: 50°F to 100°F (10°C to 38 °C)</li> <li>Flat with rivets: 55°F to 100 °F (13°C to 38°C)</li> <li>Curved, or corrugated surfaces with or without rivets: 55°F to 100 °F (13°C to 38°C)</li> <li>Watch for condensation if the substrate is cooler than air.</li> </ul>
Temperature Range After Application	-30°F to +200°F (-34°C to +93°C) (Though not for extended periods of time at the extremes.)
Graphic Removal	680: Not removable. 680CR: Removable with heat and/or chemicals from most substrates within the specified warranty period.

# Factors Affecting Graphic Performance Life

The actual performance life of a graphic is affected by:

- The combination of graphic materials used
- Complete ink drying or curing
- Selection, condition, and preparation of the substrate
- Surface texture
- Application methods
- Angle and direction of sun exposure
- Environmental conditions
- Cleaning and maintenance methods

# **Graphics Manufacturing**

Before using any equipment, always read the manufacturer's instructions for safe operation.

#### **Screen Printing**

Formulations and processing conditions can affect ink durability. Users should refer to their ink's product and instruction bulletins for limitations and proper usage.

- Ink Series 1900 and some colors in Ink Series 9800 are opaque. Be aware that opaque ink can prevent the film from retroreflecting in screen printed areas. Ink Series 2900 is a good choice when retroreflection is important in screen printed areas.
- For graphics subjected to fuel vapors or occasional spills, use screen printing Ink Series 2900 and Clear 1920DR.
- Oven dry the last color and the clear when using solvent-based inks on graphics for any corrugated application.

#### (i) IMPORTANT NOTE

Be sure to check the consistency of color on reflective film as it may appear different in daytime and nighttime lighting.

#### Completely Dry Graphics

#### (i) IMPORTANT NOTE

Incomplete drying or curing can result in graphic failure including curling, increased shrinkage, and adhesion failure, which are not covered under any 3M Graphics warranty.

See the ink's 3M product and instruction bulletins for more details.

## Cutting

See <u>3M Instruction Bulletin 4.1</u> for Sheeting, Scoring and Film Cutting details.

## **Graphic Protection**

Graphic protection may improve the appearance, performance, and durability of the graphic. Click on the graphic protection options listed in this product bulletin or see the <u>3M Graphics Materials Product Catalog</u> for more information.



#### IMPORTANT NOTE

During installation, scratches may occur on films without graphic protection.

## **Application Tapes**

There are two types of application tapes. See <u>3M Instruction Bulletin AT-1</u> to determine what application tape is recommended for your film or finished graphic.

#### Premasking Tape

Premasking tape increases stiffness during application while preventing stretching and damage. Use when little or no liner is exposed. See <u>3M Instruction Bulletin 4.3</u> for complete details.

#### Prespacing Tape

Prespacing tape holds cut and weeded letters or graphics in place during application and after removal of the film liner, while preventing stretching and damage. Use when large amounts of liner are exposed. See <u>3M Instruction Bulletin 4.3</u> for complete details.

## (j) IMPORTANT NOTE

Do not attempt to exchange the liner. This will compromise the film's slideability, and could negatively impact the applied graphic's adhesion or appearance, which are not covered by any 3M warranty.

# Application and Installation

In addition to other 3M bulletins specified in this document, the following bulletins provide details users may need to successfully apply a graphic.

- <u>3M Instruction Bulletin 5.1</u> Select and Prepare Substrates for Graphic Application
- <u>3M Instruction Bulletin 5.36</u> Application Techniques for Automobiles, Vans and Buses. Complete the 3M Pre-Installation Inspection Record found in 5.36 prior to manufacturing or applying a graphic to an automobile, van, or bus.
- <u>3M Instruction Bulletin 5.4</u> Application: Fleet Trucks.
- <u>3M Instruction Bulletin 5.5</u> Application, General Procedures for Interior and Exterior Dry Application

#### IMPORTANT NOTE

(i)

UV inkjet inks may crack if too much heat is used when applying graphics to complex curves and deep contours as well as around rivets. When using heat during an application, ensure the film surface temperature does not exceed 212°F (100°C). For best results, **always do a test application** of a printed graphic to determine how much heat can be used without damaging the image.

#### (i) IMPORTANT NOTE

3M recommends using a heat gun to post-heat the applied film for all vehicle graphics. After applying the film and removing the application tape, post-heat all film edges and cut letters to a film surface temperature of 130°F to 150°F (54°C to 66°C) and then re-squeegee. This should ensure adequate adhesion and minimize the risk for edge lifting. Film applied in deep channels and recessed areas should be post-heated to a film surface temperature of 200°F to 225°F (93°F to 107°C) to reduce the risk for lifting in those areas. Ensure the film is adhered to the substrate before using the heat gun or you may shrink or burn through the unsecured film.

(i)

(i)

#### IMPORTANT NOTE

This film can be applied over other recommended 3M graphic systems. Graphics printed with clear 1920DR must be weathered for at least one year before applying this film over it. See <u>3M Instruction Bulletin 5.1</u> for details.

#### IMPORTANT NOTE

Do NOT assume different run numbers will provide a uniform nighttime appearance when placed side-by-side. When producing multi-panel jobs, use film from the same roll (or at least the same run number). Apply adjacent panels with the film running in the same direction. If applying panels side-by-side, to overcome side-to-side variability within a roll, rotate every other panel by 180° in the RIP layout so the edges of adjacent panels meet from the same side of the roll. See Figure 1. Notice that the matching edges are always swung to meet each other. For example, the right side of panel 1 and the left side of panel 2 should come from the right side of the roll. (For more information, see section 4 of <u>3M Instruction Bulletin 4.1.</u>)

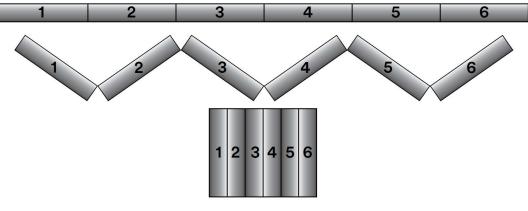


Figure 1. RIP Layout

#### Pressure-activated Adhesive

The pressure activated adhesive on this film offers:

- smooth sliding into position on a substrate;
- fast finger tacking to check positioning; and
- easy repositioning when you need it.

#### The reposition feature is lost:

- when firm pressure with a squeegee or other application tool is applied;
- at application temperatures above 100°F (38°C) even if only light finger pressure was used for tacking;
- if any part of the film is removed from the original liner and reapplied to the same or another liner; or
- if solvent from inkjet ink has not completely dried or cured, also affecting slideability.

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Snapping up graphics can damage the film's reflective layer. This will be visually apparent during nighttime viewing even if the graphic appears undamaged during daylight hours.

#### Working with Air-Release Channels

The air release channels on the 680CR films are a characteristic of all films with Comply<sup>™</sup> adhesive, allowing trapped air to exit through the edges of the graphic. The channels will be damaged and effective air removal affected if you remove and attempt to change liners or reapply the same liner.

For the best results, always work from the center out to the edges of the graphic. Use an air release tool to help remove any trapped air bubbles. See <u>3M Instruction Bulletin 5.4</u> for details.

# Maintenance and Cleaning

Use a cleaner designed for high-quality painted surfaces. The cleaner must be wet, non-abrasive, without solvents, and have a pH value between 3 and 11 (neither strongly acidic nor strongly alkaline). See <u>3M Instruction Bulletin 6.5</u> for details.

# Removal

680 film is not removable. 680CR film is removable with heat and/or chemicals. 3M makes no claims as to the speed of removal. See <u>3M</u><u>Instruction Bulletin 6.5</u> for details.

# Shelf Life, Storage and Shipping

### Shelf Life

The shelf life is **never more than three years** from the date of manufacture on the original box. Processing the film changes its shelf life to **one year** from the processing date, but no later than three years from the manufacturing date.

## **Storage Conditions**

- 40°F to 100°F (4°C to 38°C)
- Out of sunlight
- Clean, dry area
- Original container
- Bring the film to room temperature before use

### Shipping Finished Graphics

#### Film with prespaced graphics using 3M™ Prespacing Tape SCPS-55 applied: Flat only

All other constructions: Flat, or rolled printed side out on 6 in. (15 cm) or larger core. This helps prevent the application tape, if used, from popping off.

# Health and Safety



When handling any chemical products, read the manufacturers' container labels and the safety data sheets (SDS) for important health, safety, and environmental information. To obtain SDS for 3M products go to <u>3M.com/SDS</u>. To request SDS by mail, or in case of an urgent situation, call 1-800-364-3577 or 1-651-737-6501.

When using any equipment, always follow the manufacturer's instructions for safe operation.

# Standards

This information is important for applications regulated by ASTM or NFPA® standards, for example, traffic control signs, emergency vehicles and certain railroad graphics. Users are solely responsible for determining and complying with all current and applicable local, state and federal regulations regarding the use and application of graphics materials.

#### ASTM D-4956: Standard Specification for Retroreflective Sheeting for Traffic Control

ASTM D-4956 covers flexible, non-exposed glass bead lens and microprismatic, retroreflective sheeting designed for use on traffic control signs, delineators, barricades, and other devices. For Type I sheeting, it specifically covers the following colors: white, yellow, orange, green, red, blue, and brown. As defined in ASTM D-4956, these products are classified as Type I sheeting with a Class 3 adhesive. For the corresponding colors covered by ASTM D-4956, with the exception of orange, these products meet the requirements specified in section 6.1.1.

#### NFPA ® 1901: Standard for Automotive Fire Apparatus (2016 Edition)

According to NFPA® 1901, section 15.9.3.3 specifies that all retroreflective materials required by section 15.9.3.1 and 15.9.3.2 shall conform to the requirements of ASTM D4956, *Standard Specification for Retroreflective Sheeting for Traffic Control*, Section 6.1.1 for Type I sheeting. Section 15.9.3.3.1 specifies that colors not listed in ASTM D4956 can be used on the front and sides of the fire apparatus as long as the sheeting has a minimum coefficient of retroreflection of 10 when measured with an observation angle of 0.2° and an entrance angle of -4°.

	Red	Ruby Red	Yellow	Lemon Yellow	White	Blue	Light Blue	Green	Gold	Black
Color Number	72	82	71	81	10	75	76	77	64	85
Section 15.9.3.1 (Front & Sides)	•	•	•	•	•	•	•	•	•	•
Section 15.9.3.2 (Chevrons)	•	•	•	•						

#### AAR: Standard and Recommended Practices

These products are approved for use by the Association of American Railroads (AAR), Safety and Operations, as listed in the Manual of Standards and Recommended Practices, Section C - Lettering and Marking of Cars, Specification M-947, Adhesive-Backed Films.

# Warranty Information

## **Technical Information**

The technical information, guidance, and other statements contained in this document or otherwise provided by 3M are based upon records, tests, or experience that 3M believes to be reliable, but the accuracy, completeness, and representative nature of such information is not guaranteed. Such information is intended for people with knowledge and technical skills sufficient to assess and apply their own informed judgment to the information. No license under any 3M or third party intellectual property rights is granted or implied with this information.

## Product Selection and Use

Many factors beyond 3M's control and uniquely within user's knowledge and control can affect the use and performance of a 3M product in a particular application. Customer is solely responsible for evaluating the product and determining whether it is appropriate and suitable for customer's application, including conducting a workplace hazard assessment, reviewing all applicable regulations and standards, and reviewing the product label and use instructions. Failure to properly evaluate, select, and use a 3M product in accordance with instructions or to meet all applicable safety regulations may result in injury, sickness, death, and/or harm to property.

## Warranty, Limited Remedy, and Disclaimer

Unless a different warranty is specifically stated on the applicable 3M product packaging or product literature (in which case such warranty governs), 3M warrants that each 3M product meets the applicable 3M product specification at the time 3M ships the product. 3M MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF A COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE. If a 3M product does not conform to this warranty, the sole and exclusive remedy is, at 3M's option, replacement of the 3M product or refund of the purchase price.

## Limitation of Liability

Except for the limited remedy stated above, and except to the extent prohibited by law, 3M will not be liable for any loss or damage arising from or related to the 3M product, whether direct, indirect, special, incidental, or consequential (including, but not limited to, lost profits or business opportunity), regardless of the legal or equitable theory asserted, including, but not limited to, warranty, contract, negligence, or strict liability.

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# **Product Description**

• Multi-layer cast adhesive backed film for solid color vehicle detailing, decoration and full wraps

 This film utilizes 3M<sup>™</sup> Controltac<sup>™</sup> and 3M<sup>™</sup> Comply<sup>™</sup> technology Controltac<sup>™</sup> minimizes the initial contact area of the adhesive for easy sliding, tacking, snap-up and repositioning.
 Comply<sup>™</sup> technology allows give to avit through give places abaptale to the address

Comply<sup>™</sup> technology allows air to exit through air release channels to the edge of the graphic.

- 60 inch (1.52 m) rolls—allowing almost any section of the vehicle to be wrapped without seams
- Use the film right out-of-the-box with or without graphic protection
- Expected Performance Life (unwarranted period for film with no graphic protection, applied to a flat, vertical, outdoor surface):

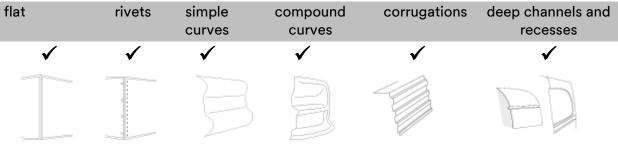
- All colors and textures: 8 years

Important Notice: All 3M<sup>™</sup> Wrap Film Series 2080 gloss films have a clear protective film layer to prevent scratching; this protective film layer can be left on the gloss film surface for the entire installation and must be removed before post-heating. See 3M FAQ 2080 for more details.

## Recommended types of graphic and use

- Solid color vehicle detailing
- Standard vehicle graphics, detailing and decoration, multiple layers of graphics
- Commercial vehicle and fleet graphics, emblems or striping
- Watercraft graphics (above the static water line only)

#### Surface types



## **Product Line**

Product name	Description	Features
3M™ Wrap Film 2080-X	X = color code, opaque. Various colors and surfaces.	Controltac™ and Comply™

## **Graphic Protection**

Use <u>3M<sup>™</sup> Wrap Overlaminate Series 8900</u> to enhance the appearance of 3M<sup>™</sup> Wrap Film Series 2080.



**Physical Properties** The values displayed are the results of illustrative lab test measures made according to the indicated external norm and shall not be considered as a commitment from 3M

Value	Characteristic					
Material	Cast vinyl					
Color	See colors of <u>3M™ Wrap</u> Note: The opacity of the installing.	<u>o Film 2080</u> se films vary and should be considered when				
Thickness Values apply to 2080-M12; designs vary slightly in thickness	Film without adhesive:	3.5 ± 0.4 mil (0,09 ± 0,01 mm)				
ISO 534	Film with adhesive:	4.5 ± 0.6 mil (0,11 ± 0,015 mm)				
Adhesive	Acrylic, pressure-activat channels	ed (slideable, repositionable), with air release				
Adhesive appearance	Grey or clear, depending Note: Grey adhesive colo color.	g on film color or may be darker or lighter depending on the film				
Adhesion	Aluminum etched	5.6 ± 1.1 lbf/in (25 ± 5 N /25 mm)				
Indicative values	Paint	3.4 ± 1.1 lbf/in (15 ± 5 N /25 mm)				
FTM 1, 24 h 23°C/50%RH						
Applied shrinkage FTM 14		< 15 mils (0,4 mm)				
Liner	Polyethylene-coated paper	per				
Application method	Dry only					
Substrate types	Aluminum, chrome, glass, ABS, paint**, fiberglass with gel coat					
	The application of film onto glass can cause glass break by uneven heat absorption through sun exposure. 3M does not accept liability for glass breakage.					
	** Check adhesion to powder-	coated or water-based paints.				
Application temperature	60 – 90 °F (16 – 32 °C)					
3M recommends application at +	65 °F to 73 °F (+18°C to +23 °C)	for optimum ease of application.				
Temperature range after application	-65 to +225 °F (-53 to +1	107 °C)				
	(not for extended periods of time at the extremes)					
	Resists mild alkalis, mild acids, and salt					
Chemical Resistance						
Chemical Resistance	• Excellent resistance to	water (does not include immersion)				
Chemical Resistance	<ul> <li>Excellent resistance to</li> <li>Resists occasional fuel</li> </ul>	water (does not include immersion)				

# Product Lifecycle

3M™ Wrap Film Series 2080-X			2	3	4	5	
Installation Characteristics	Challenging/High Skill						Easy/Low Skill
24-hour adhesion	Low						High
Long term adhesion	Low						High
Removability	Not Designed for Easy Removal						Designed for Easy Removal

Follow the link for complete details about the criteria above and a comparison of all 3M films

# Warranty Information

3M Basic Product Warranty

3M Graphics Products are warranted to be free of defects in materials and manufacture at the time of shipment and to meet the specifications stated in its applicable 3M Graphics Product Bulletin and as further set forth in the 3M Graphics Warranties Bulletin.

3M<sup>™</sup> Performance Guarantee and MCS<sup>™</sup> Warranty

3M provides a guarantee/warranty on a finished applied graphic within the framework of 3M™ Performance Guarantee and/or 3M™ MCS™ warranty programs.

Follow the link for a complete list of compatible products that are approved by 3M for use with the base film covered in this Bulletin and used for the creation of a graphic that may be eligible for the 3M<sup>™</sup> MCS<sup>™</sup> Warranty or 3M Performance Guarantee.

# Limited Remedy

Unsuitable End Uses

3M recommended product end uses are listed in each 3M graphics product bulletin. End uses not listed in the applicable 3M Graphics Product Bulletins are typically not eligible for 3M Graphics Warranties. For non-recommended and/or non-warranted end uses or applications, users must test and approve the end uses or applications, assume any associated risks, and acknowledge that 3M has no liability for such end uses or applications. Please contact your 3M representative with any questions about graphic applications, end uses, and warranties.

#### Limitation of liability

Except where prohibited by law, 3M SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO PURCHASER OR USER FOR ANY DIRECT (EXCEPT FOR THE LIMITED REMEDY PROVIDED IN THE 3M GRAPHICS WARRANTIES BULLETIN), INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LABOR, NON-3M MATERIAL CHARGES, LOSS OF PROFITS, REVENUE, BUSINESS, OPPORTUNITY, OR GOODWILL) RESULTING FROM OR IN ANY WAY RELATED TO 3M'S GRAPHICS PRODUCTS, SERVICES, or THIS BULLETIN. This limitation of liability applies regardless of the legal or equitable theory under which such losses or damages are sought.

3M Commercial Solutions products are not tested against automotive manufacturer specifications!



# **Graphic Manufacturing**

#### Vehicle wrapping

Textured, metallic, pearl, and color flip films may have a directional characteristic in their appearance. For the best overall appearance, do not alternate between lengthwise and widthwise graphic panels.

Film colors vary from lot-to-lot. For consistent looking color use the same lot number of film for an entire vehicle.

To maximize a graphic's bond to the substrate 3M recommends to use 3M<sup>™</sup> Tape Primer 94 in areas that will be partly stretched, particularly on the edges of the film. Important Note: Consult air quality regulations before using 3M<sup>™</sup> Tape Primer 94.

#### Sheeting, Scoring and Film Cutting

<u>See 3M Instruction Bulletin 4.1 for Sheeting, Scoring and Film Cutting details</u> Important Note: The thickness and texture of this film makes it more difficult to cut and weed cleanly. Use clean, sharp, properly aligned blades. The user must assume with responsibility of the outcome, so always test and approve before cutting a large job.

#### **Application Tapes**

See instruction bulletin 'AT-1' for information about selection and use of suitable application tapes for this product, please.

## **Application and Installation**

In addition to other 3M Bulletins specified in this document, the following Bulletins and Videos provide details that you may need to successfully apply a graphic.

See 3M Instruction Bulletin 5.36 for application techniques for automobiles, vans and buses.

See 3M Instruction Bulletin 5.4 for application: fleet trucks.

See 3M Instruction Bulletin 5.45 for application techniques for railcars.

See 3M Instruction Bulletin 5.42 for application and special considerations for watercrafts.

See 3M Instruction Bulletin 5.46 for application on substrate with recesses

See 3M Instruction Bulletin 5.5 for general procedures for interior and exterior dry application. 3M FAQ 2080

## Maintenance, Cleaning and Removal

Use a cleaner designed for high-quality painted surfaces. The cleaner must be wet, nonabrasive, without solvents, and have a pH value between 3 and 11 (neither strongly acidic nor strongly alkaline).

These films can be removed with the aid of heat.

<u>See 3M Instruction Bulletin 6.5 for information about storage, handling, maintenance and removal of films and sheetings.</u>



# Factors that Affect Graphic Performance Life

The actual performance life of a graphic is affected by:

- selection, condition and preparation of the substrate.
- surface texture.
- application methods.
- angle and direction of sun exposure.
- environmental conditions.
- cleaning or maintenance methods.

## Shelf Life, Storage and Shipping

The shelf life as defined below remains an indicative and maximum data, subject to many external and non-controllable factors. It may never be interpreted as warranty.

The shelf life is never more than 3 years from the date of manufacture on the original box. If you process the film, the shelf life is changed to 1 year from the processing date, but not later than the 3-year maximum from the manufacturing date.

Storage conditions: +40°F to 100°F (+4°C to +38°C), out of sunlight, original container in clean and dry area.

Bring the film to room temperature before use.

Shipping finished graphics: Flat, or rolled printed side out on 6 inch (15 cm) or larger core.

## **Health and Safety**

When handling any chemical products, read the manufacturer's container labels and the Safety Data Sheets (SDS) for important health, safety and environmental information.

Follow the link to obtain SDS sheets for 3M products on 3M.com/SDS.

IMPORTANT! When using any equipment, always follow the manufacturer's instructions for safe operation.

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Av. Santa Fe No. 55 Col. Santa Fe, Del. Alvaro Obregón México D.F. 01210 General 5255-5270-0400 Fax 5255-5270-2277 **3M Puerto Rico, Inc.** 350 Chardon Avenue Suite 1100 San Juan, PR 00918 General 787-620-3000 Fax 787-620-3018



# Avery Dennison<sup>®</sup> neo<sup>™</sup> Paint Protection Film

**Polyester Liner** 

Revision: 0 Dated: 07/14/20

#### Uses:

Avery Dennison<sup>™</sup> neo<sup>™</sup> is a distinctive solid color film with noticeable color depth and excellent high gloss finish. The neo line of hybrid films are a unique polyurethane and adhesive technology that gives vehicles an OEM paint like finish while protecting it from harmful daily elements. Use neo to create special effects and accents, transform a hood or a roof with this conformable film that has an exceptionally smooth finish.



Face: 6.5 mil (165 micron) gloss top coated polyurethane film



Adhesive: Permanent Acrylic (clear)



Durability: Up to 5 years



Liner: 3 mil Polyester

Application Surfaces:

Flat, simple curves, and compound curves

#### Features:

- Superior high gloss level and paint like finish
- 3D conformability around curves and recesses
- Self-healing performance absorbs impact from scratches and debris
- Stain and yellowing resistance
- Long term durability
- Up to 5 year warranty
- UV stability
- Excellent adhesion designed for wet application
- Protective PET top sheet helps maintain gloss and surface uniformity during transport\*

#### Conversion:

- Flatbed Sign-Cut\*
- Sign-Cut\*

Hand Cutting

\*must remove cap sheet

#### **Common Applications:**

Automotive

**Recreational Vehicles** 

# **Product Data Sheet**

Page 1 of 4





# Avery Dennison<sup>®</sup> neo<sup>™</sup> Paint Protection Film

Polyester Liner

Revision: 0 Dated: 07/14/20

## **Physical Characteristics:**

Property	Measurement	Typical Value
Caliper, face		6.5 mil (165 μm)
Caliper, adhesive		1.2 mil (30 µm)
Dimensional stability		
Tensile at Yield		tensile at break 23 lbs/in
Elongation		>250%
Gloss	Hunter Gloss @ 20 degrees	>90 GU
Opacity		Opaque
Adhesion:		2.6 lbs/in (455 N/m) 3.6 lbs/in (630 N/m)
Flammability	FMVSS 302	Self Extinguishing
Shelf-Life		1 year from the date of manufacture (when stored at the following temperatures and humidity conditions $68^{\circ}$ -77° F ( $20^{\circ}$ - $25^{\circ}$ C) and $50\pm5\%$ R. H.)
Durability	Vertical Exposure Horizontal Exposure	5 years 5 years NOTE: New Mexico, Nevada, Arizona, Colorado, Southern California, and Hawaii will have a 2 year reduction in durability
Rock Chip Testing	SAE J400	Pass
Min. Application Temperature		50° F (10° C) Flat & Simple Curves 60° F (16° C) Complex Curves NOTE: When application temperatures are at the minimum recommended temperature, using a warm slip solution will help improve initial adhesion.
Service Temperature		-40° to 212°F (-40° to 100° C) (Reasonable range of temperatures which would be expected under normal environmental conditions).
Chemical Resistance	Windshield Washer Fluid Water 20% Iron Oxide Rust Road Tar	<ul> <li>24 hours - no significant change</li> <li>24 hours - no significant change</li> <li>24 hours - no significant change</li> <li>4 hours - no significant change (after surface wiping with 90% IPA)</li> <li>24 hours - no significant change (after surface wiping with 90% IPA)</li> </ul>

# **Product Data Sheet**

Page 2 of 4



# Avery Dennison<sup>®</sup> neo<sup>™</sup> Paint Protection Film Polyester Liner Revision: 0 Dated: 07/14/20

Data represents average values where applicable, and is not intended for specification purposes.

#### Warranty:

This Warranty applies to the Product listed in this Data Sheet. All statements, technical information (including physical and chemical characteristics) and recommendations about Avery Dennison products are based upon tests believed to be reliable but do not constitute a guarantee or warranty. All Avery Dennison products are sold subject to the Purchaser's assent and agreement that Purchaser is responsible for, and has independently determined, the suitability of such products for its purposes or its customer's purposes. Avery Dennison products are warranted to be free from defects in material and workmanship (i) for two years from the date of manufacture, or (ii) from the date of manufacture until the expiration of the period stated on the specific Product Data Sheet in effect at the time of delivery. Such time periods are subject in either case to the proper storing and applicable Instructional Bulletin, negates any warranty. It is expressly agreed and understood that Avery Dennison's sole obligation and Purchaser's exclusive remedy under this warranty, under any other warranty, express or implied, or otherwise, shall be limited exclusively to: (a) repair or replacement of defective product without charge at Avery Dennison's plant or at the location of the product (at Avery Dennison's election), or (b) in the event repair or replacement are not commercially practical, a credit amount up to the price of the product taking into account the defect in the product in Avery Dennison's sole discretion.

THE WARRANTY EXPRESSLY SET FORTH ABOVE IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR USE AND/OR NON-INFRINGEMENT. SELLER SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER SUCH WARRANTIES. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND MANUALLY SIGNED BY AN OFFICER OF AVERY DENNISON.

AVERY DENNISON'S LIABILITY FOR DEFECTIVE PRODUCTS SHALL NOT EXCEED THE PURCHASE PRICE PAID THEREFORE BY PURCHASER AND IN NO EVENT SHALL AVERY DENNISON BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER FORESEEABLE OR NOT, CAUSED BY DEFECTS IN SUCH PRODUCT, WHETHER SUCH DAMAGE OCCURS OR IS DISCOVERED BEFORE OR AFTER REPLACEMENT OR CREDIT, AND WHETHER OR NOT SUCH DAMAGE IS CAUSED BY AVERY DENNISON'S NEGLIGENCE.

All sales and contracts for sale of Products are subject to Purchaser's assent and agreement to this Warranty. Avery Dennison hereby objects to any terms or conditions contained in any purchase order or other communication of any kind from the Purchaser that is conflicting, inconsistent or additional to this Agreement.

# 

Failure to install the film in full compliance with Avery Dennison's installation instructions may result in personal injury or property damage. Read and follow all instructions when installing the film.

# Product Data Sheet

Page 3 of 4



# Avery Dennison<sup>®</sup> neo<sup>™</sup> Paint Protection Film

Polyester Liner

Revision: 0 Dated: 07/14/20

#### **Related Documents:**

The following Avery Dennison literature will provide necessary information to the user for proper application, storage, and other requirements and is available upon request from your Avery Dennison representative or from the Avery Dennison website (<u>www.graphics.averydennison.com</u>).

Document Title	Reference Number
Substrate Cleaning and Preparation	Instructional Bulletin #1.10
Cleaning and Maintenance of Vehicle Wraps	Instructional Bulletin #1.50
Paint Protection Film Application	Instructional Bulletin #4.30

#### Application:

Avery Dennison Paint Protection Film is designed for application on solid surfaces such as passenger vehicles and recreational vehicles.

#### **Durability:**

Durability is the period of time the product is expected to perform satisfactorily when applied vertically or horizontally in any zone or region., provided that the film is properly stored, converted and installed in accordance with Avery Dennison guidelines. The term of Avery Dennison's warranty is equal to the product's durability.

Abrasion and Loss of Gloss are not covered by any Avery Dennison Warranty. These changes are considered normal wear and tear.

Other factors which may reduce the durability of this product series include: surface texture, surface preparation, application method, angle and direction of the sun, environmental conditions, cleaning & maintenance.

Products containing petroleum distillates or solvents such as soaps, waxes, or protective coatings, void any warranty, and may cause premature failure of the material.

#### neo Durability:

Months		
	Vertical	Non Vertical / Horizontal
neo noir	5 years	5 years

NOTE: New Mexico, Nevada, Arizona, Colorado, Southern California, and Hawaii will have a 2 year reduction in durability Reference Instructional Bulletin 1.30 for zones by geographic location.

- Non-vertical: The face of the graphic is between 10° to 45° from vertical. Specifically for Supreme Wrapping Film (SW900) Non-vertical exposure performance will be calculated using the Horizontal exposure value.
- Horizontal: The face of the graphic is between 45° and 90° from vertical, for Supreme Wrapping Film (SW900) Horizontal
  applications will be warranted as stated in this ICS Performance Guarantee Bulletin.
- Vertical: The face of the graphic is between 0 and 10 degrees from vertical.

#### Revisions are italicized

Avery Dennison<sup>®</sup> is a registered trademark and NeO<sup>™</sup> is a trademark of Avery Dennison Corporation

# Product Data Sheet

Page 4 of 4





City of Doral ITB No. 2023-09 Vehicle Decal, Striping, and Wrapping Services Addendum No. 1

- 1. In relation to: BID PRICE SHEET In each category, example: Category 100, Category 200 and Category 300. "Mid-size", "Full-size" is repeated for various vehicles. My question: What do you mean by those terms?
  - Mid-size marked police SUV refers to a vehicle that is a "mid-sized vehicle" which is slightly smaller than a "full-size" SUV. Example: Ford Explorer (mid-size) versus the Chevy Tahoe (full-size). A "full-size" marked police SUV refers to a vehicle that is a "full-sized vehicle" which is larger than a "mid-size" SUV. Example: Chevy Tahoe (full-size) versus the Ford Explorer (mid-size).
- 2. I don't see any reference to GARAGE KEEPERS insurance which we have and it was requested by the other NMBP.
  - In addition to the insurance requirements currently set forth in Section 2.8 and Exhibit B of the ITB, the City will require garage keepers insurance coverage meeting or exceeding the value of the vehicle(s) in vendor's care or other applicable coverage, as determined by the City.
- 3. No mentioning of a warehouse big enough to store the vehicles inside during the work done; you don't want the job done OUTDOORS as it affects quality.?
  - Please refer to Section 3.10 of the ITB, titled Work Schedule and Location of Work, which specifies the location of the work to be performed.
- 4. REMOVAL of the reflective film will possibly damage the paint a little if it has been there for a few years (reflective films have stronger tac adhesive) there is nothing mentioning how to deal with that situation, as we sometimes have to fine sand the damaged painted areas so the new wrap does not show imperfections ; FURTHERMORE the removal of such POLICE stickers will present a GHOST IMAGE with white color difference which means the whole white area of all 4 doors will have to be wrapped along with the sections in black ; so we are talking about a FULL WRAP "including the doors" with the reflective logo placed over the vinyl. The bid does leave an open interpretation to leave the doors unwrapped with only the new reflective installed which is not going to work due to the ghost white old area.
  - Please refer to Section 3.9 of the ITB, titled Quality Craftsmanship.
- 5. TIMEFRAME we have 3 full-time installers; the job does not mention time. Removing and wrapping ONE patrol could take 1 day or 3 days depending on the size of the crew working. A shop with ONE installer is not going to be able to handle the scope of work on time.
  - Please refer to Section 3.10 of the ITB, titled Work Schedule and Location of Work.
- 6. Some shops say they will be using 3M film but in reality deliver an alternative brand. \*\*3M is most likely 2 to 3x the price of alternative brands, sometimes good American brands like Arlon and Oracal and Avery can be used undetected by the untrained eyes, (\*I would know the difference); how is that situation handled with an unfair competition?
  - Please refer to Section 3.12 of the ITB, titled Quality Assurance and Inspections.

- 7. Are the original color of the vehicles white or black? I ask just to see what portion of the vehicle is going to be wrapped since they are two tone white and black.
  - The current color of the City's existing police vehicles is white. Please refer to the last three pages of Exhibit C (pdf pages 55-57) which provides images of the current vehicles.
- 8. The vehicle that we see white will remain its original color white and all we install is the decals no wrapping involved?
  - Please refer to Section 2.1 of the ITB, titled Purpose and Intent. Additionally, please note that the police vehicles should be wrapped substantially in accordance with the design shown on the first three pages of Exhibit C (pdf pages 50-52) of the ITB.



# City of Doral ITB No. 2023-09 Vehicle Decal, Striping, and Wrapping Services Addendum No. 2

- 1. What are the sizes of the City's existing trolleys?
  - The below chart provides details regarding the trolleys currently owned and in service by the City of Doral.

No.	Trolley	Length	Fuel Type	Year	Make/Model	Seating Capacity
1	DT01	31'	Biodiesel	2009	Freightliner Supreme	26 – 30
2	DT02	32'	Biodiesel	2018	Freightliner Hometown	26 – 30
3	DT04	32'	Biodiesel	2011	Freightliner Supreme	26 – 30
4	DT05	33'	Biodiesel	2011	Freightliner Supreme	30 – 34
5	DT06	32'	Gasoline	2013	Ford Hometown	24 – 28
6	DT07	30'	Biodiesel	2014	Freightliner Hometown	24 – 28
7	DT08	30'	Biodiesel	2014	Freightliner Hometown	24 – 28
8	DT09	30'	Biodiesel	2014	Freightliner Hometown	24 – 28
9	DT010	30'	Biodiesel	2015	Freightliner Hometown	24 – 28
10	DT011	30'	Biodiesel	2015	Freightliner Hometown	24 – 28
11	DT012	32'	Biodiesel	2016	Freightliner Hometown	26 - 30
12	DT013	33'	Biodiesel	2018	Freightliner Hometown	30 – 34
13	DT014	33'	Biodiesel	2018	Freightliner Hometown	30 – 34
14	DT015	33'	Biodiesel	2018	Freightliner Hometown	30 – 34
15	DT016	33'	Biodiesel	2018	Freightliner Hometown	30 – 34
16	DT017	30'	Biodiesel	2020	Freightliner Hometown	24 – 28

EXHIBIT "B" Contractor's Proposal/Bid Price Sheet

#### **BID PRICE SHEET**

ltem	Description	UOM	Unit Price	Estimated Quantities	Total
Category existing	/ 100 – Application of Design substantially as shown graphics, materials, and labor/installation of new gra	in Solicita aphics (not	tion Exhibit ( e removal N/	C including ı A to new tro	removal of lleys)
#100-1	Mid-size marked Police Sport Utility Vehicle (SUV)	Each	1,795	70	125,65
#100-2	Full-size marked Police Sport Utility Vehicle (SUV)	Each	1,895	1	1,895
#100-3	Full-size four-door sedan marked Police vehicle	Each	1,695	48	81,360
#100-4	Full-size pick-up Truck marked Police vehicle	Each	1,895	4	7,580
#100-5	New Trolleys – approx. 34' length (graphics removal not required)	Each	3,900	11	42,90
Category	200 – Partial Wrap including materials and labor/ins	stallation			
#200-1	Mid-size Sport Utility Vehicle (SUV)	Each	350	1	350
#200-2	Full-size Sport Utility Vehicle (SUV)	Each	400	1	400
#200-3	Compact four-door sedan vehicle	Each	315	1	375
#200-4	Mid-size four-door sedan vehicle	Each	375	1	375
#200-5	Full-size four-door sedan vehicle	Each	350	1	350
#200-6	Compact pick-up Truck	Each	350	1	350
#200-7	Mid-size pick-up Truck	Each	400	1	400
#200-8	Full-size pick-up Truck	Each	450	1	450
#200-9	Compact cargo/Mini-van	Each	315	1	375
#200-10	Full-size cargo/Mini-van	Each	350	1	320
#200-11	Full-size passenger van	Each	450	1	450
Category	300 – Full Wrap including materials and labor/instal	lation			
#300-1	Mid-size Sport Utility Vehicle (SUV)	Each	1,500	1	1,500
#300-2	Full-size Sport Utility Vehicle (SUV)	Each	1,600	1	1,600
#300-3	Compact four-door sedan vehicle	Each	1,300	1	1,300
#300-4	Mid-size four-door sedan vehicle	Each	1,300	1	1,300
#300-5	Full-size four-door sedan vehicle	Each	1,500	1	1,500
#300-6	Compact pick-up Truck	Each	1,600	1	1,600
#300-7	Mid-size pick-up Truck	Each	1,700	1	1,700
#300-8	Full-size pick-up Truck	Each	1,800	1	1,800
#300-9	Compact cargo/Mini-van	Each	1,500	1	1,500

#300-10	Full-size cargo/Mini-van	Each	1,550	1	1,550
#300-11	Full-size passenger van	Each	1,600	1	1,600
#300-12	Trolleys – approx. 30'-34' length	Each	3,900	1	3,900
#300-13	Existing Trolleys (including required removal)	Each	4,500	16	72,000
Category	400 - Decals, Striping, and Other Miscellaneous Mat	erials			
#400-1	Other City Decals – Vinyl Film	Sq. Ft. 👌	5	1	\$5
#400-2	Other City Decals – Reflective	Sq. Ft. g	11	1	\$3
Category	500 – Labor & Misc				
#500-1	Graphic Design Services	Hour	45	1	\$45
#500-2	Installation Services	Sq. Ft. S	3	1	\$ 3
#500-3	Removal Services (if not otherwise covered)	Sq. Ft. §	5	1	\$5
#500-4	Vehicle Graphics Materials Cost (provide percentage discount off manufacturer)	%	0%	1	0°10

#### PLEASE ALSO COMPLETE THE FOLLOWING:

- 10 perweek /2 per day Number of Vehicle Graphics Installations per week\*: -<sup>+</sup> The 123 Police vehicles referenced in ITB Section 3.1 must be completed within three (3) months.
- -

5 following the date of final inspection and approval.

EXHIBIT "C" Scrutinized Companies Certificate

# **CONTRACTOR ANTI-BOYCOTT CERTIFICATION**

## [PURSUANT TO FLORIDA STATUTE § 287.135]

I, \_\_\_\_

Print Name

, on behalf of \_\_\_\_\_\_\_\_\_, on behalf of \_\_\_\_\_\_\_\_\_ Company Name

certifies that does not: Company Name

- 1. Participate in a boycott of Israel; and
- 2. Is not on the Scrutinized Companies that Boycott Israel list; and
- 3. Is not on the Scrutinized Companies with Activities in Sudan List; and
- 4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- 5. Has not engaged in business operations in Cuba or Syria.

Signature

Title

Date

EXHIBIT "D" E-Verify Affidavit

#### E-VERIFY PROGRAM AFFIDAVIT

- I, the undersigned affiant, swear or affirm that:
- I am an agent of the below-named company ("Contractor") authorized to make the statements contained in this affidavit on behalf of the Contractor. Additionally, I have reviewed Section 448.095, Florida Statutes and 48 CFR 52.222-54 and have sufficient knowledge of the personnel practices of the Contractor to execute this Declaration on behalf of the Contractor.
- The Contractor has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in F.S. 448.095, which prohibits the employment, contracting or sub-contracting with an unauthorized alien.
- 3. The Contractor does not knowingly employ applicants or retain in its employ a person whose immigration status makes them ineligible to work for the Contractor.
- 4. The Contractor has verified that any subcontractors utilized to deliver goods or services to the City through the Contractor's contract with the City use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor. The undersigned further confirms that it has obtained all necessary affidavits from its subcontractors, if applicable, in compliance with F.S. 448.095, and that such affidavits shall be provided to the City upon request.
- 5. Failure to comply with the requirements of F.S. 448.095 may result in termination of the employer's contract with the City of Doral. Finally, the undersigned employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number:

20-4073160

Date of Authorization:

I hereby declare under penalty of perjury that the foregoing representations are true and correct.

Doral Digital Reprographics Company Name	Affiant Name (Printed)
Affiant Signature	12/21/2023 Date Signed
STATE OF <u>FL</u> COUNTY OF <u>Dade</u>	
The foregoing instrument was acknowledged, subscribed and sw $20 23$ by means of Xphysical presence or $\Box$ online notarization known to me or who has produced the following/identification: _	n, by Beatriz Pereiron, who is personally
[Notary Seal] MERLYS NUNEZ Notary Public - State of Florida Commission # HH 091898	Notary Public for the State of Florida My commission expires: Feb 11, 2025
ITB No. 2023-09 My Comm. Expires Feb 11, 2025 Bonded through National Notary Assn.	Page 33