

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

473-9723

**Rental of Barricades & Flashers (Annual
Contract)**



David E. Nash

954-828-7816

Bid 473-9723 Rental of Barricades & Flashers (Annual Contract)

Bid Number 473-9723
Bid Title Rental of Barricades & Flashers (Annual Contract)

Bid Start Date Feb 28, 2007 1:18:14 PM EST
Bid End Date Mar 21, 2007 2:00:00 PM EST

Bid Contact David E. Nash
Procurement Specialist II
Public Works/Building Services
954-828-7816
dnash@fortlauderdale.gov

Contract Duration 2 years
Contract Renewal 3 annual renewals
Prices Good for 90 days

Bid Comments The City of Fort Lauderdale, on behalf of the Southeast Florida Governmental Cooperative Purchasing Group, is actively seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide the rental of traffic barricades and flashers to the Public Works Department and participating agencies in full accordance with the specifications, terms, and conditions contained in this Request for Bids (RFB).

For information concerning procedures for responding to this RFB, contact Procurement Specialist II David Nash at (954) 828-7816 or dnash@fortlauderdale.gov. It is preferred that any questions that bidders wish to have addressed and which might require an addendum be submitted through the Question and Answer format through the RFP Depot website at least 7 days prior to bid due and open date. If required, written addendum will be issued by the City.

The City of Fort Lauderdale uses RFP Depot (www.rfpdepot.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in this solicitation process, nor will any fees be charged to the awarded vendor. Refer to www.rfpdepot.com for further information.

Item Response Form

Item 473-9723-1-01 - Flasher Barricades, Type I
Quantity 25000 day
Unit Price
Delivery Location City of Fort Lauderdale
Public Works Administration Building
949 NW 38th Street
Ft. Lauderdale FL 33309
Qty 25000

Description
Shall be Type I as specified in Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), Federal Highway Administration, and shall conform to the requirements of that manual. (Price bid is per day of rental. Refer to para. 2.11 of attachment.)

Item 473-9723-1-02 - Flasher Barricades, Type II
 Quantity 200000 day
 Unit Price
 Delivery Location City of Fort Lauderdale
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 200000

Description

Shall be Type II as specified in Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), Federal Highway Administration, and shall conform to the requirements of that manual. (Price bid is per day of rental. Refer to para. 2.11 of attachment.)

Item 473-9723-1-03 - Flasher Barricades, Type III
 Quantity 30000 day
 Unit Price
 Delivery Location City of Fort Lauderdale
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 30000

Description

Shall be Type III as specified in Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), Federal Highway Administration, and shall conform to the requirements of that manual. (Price bid is per day of rental. Refer to para. 2.11 of attachment.)

Item 473-9723-1-04 - Warning & Regulatory Signs
 Quantity 7000 day
 Unit Price
 Delivery Location City of Fort Lauderdale
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 7000

Description

Warning and Regulatory Signs (non-electrical) – shall conform to the requirements and specifications contained in Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), Federal Highway Admin. Signs shall include, but not be limited to the following:

1. Road Construction – 500 feet.
2. Road Construction – 1000 feet.
3. Road Construction – 1500 feet.
4. Keep Left
5. Keep Right
6. Detour
7. Left Lane Ends
8. Right Land Ends
9. Road Closed – Local Traffic Only

(Price bid is per day of rental. Refer to para. 2.11 of attachment.)

Item 473-9723-1-05 - Tripod Stands
 Quantity 6000 day
 Unit Price
 Delivery Location City of Fort Lauderdale
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 6000

Description

Will hold small to medium sized signs and shall be approximately 3 feet high. (Price bid is per day of rental. Refer to para. 2.11 of attachment.)

Item 473-9723-1-06 - Sign Stands
 Quantity 1200 day
 Unit Price
 Delivery Location City of Fort Lauderdale
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 1200

Description

Will hold medium to large sized signs and shall be approximately 6 feet high. (Price bid is per day of rental. Refer to para. 2.11 of attachment.)

Item 473-9723-1-07 - Arrow Boards, Generator Powered
 Quantity 600 day
 Unit Price
 Delivery Location City of Fort Lauderdale
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 600

Description

Shall consist of flashing lights in the shape of a right or left arrow. Power is provided by means of a gasoline or diesel generator or a solar powered generator system with battery back up for the hours of darkness. The arrow board must be capable of continuous operation, 24 hours per day. (Price bid is per day of rental. Refer to para. 2.11 of attachment.)

Item 473-9723-1-08 - Traffic Cones, 36 inch
 Quantity 3000 day
 Unit Price
 Delivery Location City of Fort Lauderdale
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 3000

Description

36" with reflective collar. Red/orange or bright fluorescent orange molded PVC, minimum weight 8 lbs. (Price bid is per day of rental. Refer to para. 2.11 of attachment.)

Item	473-9723-1-09 - Drums
Quantity	800 day
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>Public Works Administration Building</u> 949 NW 38th Street Ft. Lauderdale FL 33309 Qty 800

Description

Drums used for traffic warning or channeling shall be approximately 36" in height and a minimum of 18" in diameter. The markings on drums shall be horizontal, circumferential, orange and white reflector stripes four to eight inches wide, using a material that has a smooth, sealed outer surface that will display the same approximate size, shape and color day and night. There shall be at least two orange and two white stripes on each drum. If there are non-reflectORIZED spaces between the horizontal orange and white stripes, they shall be no more than two inches wide. (Price bid is per day of rental. Refer to para. 2.11 of attachment.)

Item	473-9723-1-10 - French Barricades
Quantity	800 day
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>Public Works Administration Building</u> 949 NW 38th Street Ft. Lauderdale FL 33309 Qty 800

Description

Interlocking steel barriers approximately 7'3" long x 3' 5-3/8" high x 1" tube diameter. Barco model CCB1461 or equal. (Price bid is per day of rental. Refer to para. 2.11 of attachment.)

Item	473-9723-1-11 - Message Boards
Quantity	1200 day
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>Public Works Administration Building</u> 949 NW 38th Street Ft. Lauderdale FL 33309 Qty 1200

Description

Variable message board, rechargeable battery operated, as specified in the FDOT Roadway and Traffic Design Standards Manual. Boards may be solar-powered, diesel or gas powered with a 25 hour capacity, maintained by vendor per FDOT specifications. (Price bid is per day of rental. Refer to para. 2.11 of attachment.)

Item	473-9723-1-12 - Traffic Barriers
Quantity	2500 day
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>Public Works Administration Building</u> 949 NW 38th Street Ft. Lauderdale FL 33309 Qty 2500

Description

Triton barrier with bracket mount for sign post/light manufactured by Energy Absorption Systems Inc. or equal. Water filled plastic jersey barrier with internal metal frame and type "A" lights furnished and installed (FDOT #99-71023-11). (Price bid is per day of rental. Refer to para. 2.11 of attachment.)

Item 473-9723-1-13 - Vertical Panels
 Quantity 5500 day
 Unit Price
 Delivery Location City of Fort Lauderdale
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 5500

Description

Temporary, Type V.P., with type "A" lights, FDOT #102-74-1, 36" X 12". (Price bid is per day of rental. Refer to para. 2.11 of attachment.)

Item 473-9723-1-14 - Barrier (Caution) Tape
 Quantity 350 roll
 Unit Price
 Delivery Location City of Fort Lauderdale
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 350

Description

Barrier (Caution) tape – shall consist of 3 inch by 3 mil by 300 feet roll of yellow, reflective tape with the word "CAUTION" printed in black at intervals on the entire length of the tape. (Price bid is per each roll furnished. Refer to para. 2.11 of attachment.)

Item 473-9723-1-15 - Optional Set-up Service, Flasher Barricades 1-20
 Quantity 200 lot
 Unit Price
 Delivery Location City of Fort Lauderdale
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 200

Description

Normally, the rental items requested in 1 through 13 above will be delivered to a stated site and set-up by City or agency staff. However, where such staff is unavailable, it may be necessary for the Contractor to set-up this equipment. The bidder shall quote a firm fixed price for setting up one lot of from 1 to 20 flasher barricades. For bidding purposes, assume 200 such requests for service will be made.

Item 473-9723-1-16 - Optional Set-up Services, Flasher Barricades 21-50
 Quantity 150 lot
 Unit Price
 Delivery Location City of Fort Lauderdale

Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 150

Description

Normally, the rental items requested in 1 through 13 above will be delivered to a stated site and set-up by City or agency staff. However, where such staff is unavailable, it may be necessary for the Contractor to set-up this equipment. The bidder shall quote a firm fixed price for setting up one lot of from 21 to 50 flasher barricades. For bidding purposes, assume 150 such requests for service will be made.

Item	473-9723-1-17 - Optional Set-up services, Flasher Barricades 51-100
Quantity	75 lot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>Public Works Administration Building</u> 949 NW 38th Street Ft. Lauderdale FL 33309 Qty 75

Description

Normally, the rental items requested in 1 through 13 above will be delivered to a stated site and set-up by City or agency staff. However, where such staff is unavailable, it may be necessary for the Contractor to set-up this equipment. The bidder shall quote a firm fixed price for setting up one lot of from 51 to 100 flasher barricades. For bidding purposes, assume 75 such requests for service will be made.

Item	473-9723-1-18 - Optional Set-up Services, Flasher Barricades Over 100
Quantity	25 lot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>Public Works Administration Building</u> 949 NW 38th Street Ft. Lauderdale FL 33309 Qty 25

Description

Normally, the rental items requested in 1 through 13 above will be delivered to a stated site and set-up by City or agency staff. However, where such staff is unavailable, it may be necessary for the Contractor to set-up this equipment. The bidder shall quote a firm fixed price for setting up one lot of over 100 flasher barricades. For bidding purposes, assume 25 such requests for service will be made.

Item	473-9723-1-19 - Optional Set-up Services, Signs 1-10
Quantity	50 lot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>Public Works Administration Building</u> 949 NW 38th Street Ft. Lauderdale FL 33309 Qty 50

Description

Normally, the rental items requested in 1 through 13 above will be delivered to a stated site and set-up by City or agency staff. However, where such staff is unavailable, it may be necessary for the Contractor to set-up this equipment. The bidder shall quote a firm fixed price for setting up one lot of from 1 to 10 signs. For bidding purposes, assume 50 such requests for service will be made.

Item	473-9723-1-20 - Optional Set-up Services, Signs Over 10
Quantity	25 lot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>Public Works Administration Building</u> 949 NW 38th Street Ft. Lauderdale FL 33309 Qty 25

Description

Normally, the rental items requested in 1 through 13 above will be delivered to a stated site and set-up by City or agency staff. However, where such staff is unavailable, it may be necessary for the Contractor to set-up this equipment. The bidder shall quote a firm fixed price for setting up one lot of over 10 signs. For bidding purposes, assume 25 such requests for service will be made.

Item	473-9723-1-21 - Lane Closure
Quantity	10 lot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>Public Works Administration Building</u> 949 NW 38th Street Ft. Lauderdale FL 33309 Qty 10

Description

Normally, the rental items requested in 1 through 13 above will be delivered to a stated site and set-up by City or agency staff. However, where such staff is unavailable, it may be necessary for the Contractor to set-up this equipment. The bidder shall quote a firm fixed price for setting up 1 lane closure with signs, barricades and 1 arrow board. For bidding purposes, assume 10 such requests will be made.

Item	473-9723-1-22 - Optional Services, MOT Drawing/Permit
Quantity	10 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>Public Works Administration Building</u> 949 NW 38th Street Ft. Lauderdale FL 33309 Qty 10

Description

A participating agency may sometimes be required to perform work on a state, county or city roadway that requires a Maintenance of Traffic drawing and permit. The bidder will state a fee for this service.

Item	473-9723-1-23 - Optional Services, Site Visit
Quantity	30 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>Public Works Administration Building</u> 949 NW 38th Street Ft. Lauderdale FL 33309 Qty 30

Description

If the Contractor has set-up the barricades and other devices per the optional set-up services of paragraph 2.06, and a MOT permit requires that the site be inspected periodically to insure compliance with the MOT drawing, the Contractor will perform this service at the request of the agency. The bidder will state a cost per site visit for this service.

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City uses automated vendor address lists that been generated for each specific Commodity Class item through our bid issuing service, RFP Depot. Notices of Invitations to Bid (ITB'S) are sent by e-mail or fax to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with RFP Depot in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact RFP Depot. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) **CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, *Division of Equal Employment and Small Business Opportunity*. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Procurement Services Department of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 **BIDDING DEFINITIONS** The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
 BID – a price and terms quote received in response to an ITB.
 PROPOSAL – a proposal received in response to an RFP.
 BIDDER – Person or firm submitting a Bid.
 PROPOSER – Person or firm submitting a Proposal.
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
 The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination,

freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Procurement Division immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

- 3.15 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.16 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.17 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the

Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the

City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately twenty-six (26) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

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PART I - SPECIAL CONDITIONS

1.01. Purpose

The City of Fort Lauderdale is actively seeking bids from qualified bidders, hereinafter referred to as the Contractor, for an annual contract to **supply, deliver and remove barricades, flashers and related items** for the Public Works Department and the participating agencies of the Southeast Florida Governmental Cooperative Purchasing Group in full accordance with the specifications, terms, and conditions contained in this Invitation To Bid (ITB).

1.02. Information, Questions and Addendum

For information concerning procedures for responding to this ITB, contact Procurement Specialist II David Nash at (954) 828-7816 or by e-mail at dnash@fortlauderdale.gov. Such contact is to be for clarification purposes only. Any questions that bidders wish to have addressed and which might require an addendum should be submitted through the RFP Depot website in writing at least 7 days prior to bid due and open date. If required, written addendum will be issued.

1.03. Competency of Bidders

Bids shall be considered only from firms that have been engaged in providing services similar to those specified herein for a period of not less than two (2) years continuously and that are presently engaged in the provision of these services. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time. And that they have sufficient financial support, delivery fleet and organization to insure that they can satisfactorily perform the services if awarded a contract under the terms and conditions stated herein.

1.04. Performance

It is the intention of the City to obtain the services as specified herein from a source of supply that will give prompt and convenient service. The awarded Contractor must be able to perform as required under the Scope of Services below. Any failure of a successful bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these services from other sources, when necessary, should a successful bidder be unable to perform on a timely basis and such delay may cause harm to the using department or city residents.

1.05. Contract Term

The initial contract term is for two (2) years and is expected to begin on or about May 1, 2007. The City reserves the right to extend the contract for three (3) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City.

1.06. Cost Adjustments

The cost for all items as quoted herein shall remain firm for the first year of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (60) days prior to the contract anniversary

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date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive, from the Contractor, a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

1.07. Price

Bidder will quote a firm, fixed cost per item listed below and on the Bid Proposal pages.

1.08. Trial Period

If the low responsive and responsible bidder meeting specifications has not previously performed like services for the City of Fort Lauderdale, the City reserves the right to request a trial period of 30 to 90 days in order to determine that the bidder will perform to the City's complete satisfaction. If a trial period is requested, all terms and conditions of the bid shall apply, and the Contractor shall provide all required documentation prior to commencement of any work.

The Contract Coordinator (or his designee) shall complete a performance evaluation prior to the end of the trial period. The evaluation shall be given to the Contractor for review and comment and shall serve as the basis for continuation or termination of services. If a service test period is required and successfully completed, the number of days of such test period shall be considered part of the first year of the contract.

1.09. Evaluation/Award

Award will be made to the responsible bidder quoting the lowest total cost to the City. **Note: you must bid on all items in order to be considered for award.** The City reserves the right to compare specific items, at its discretion, to determine the low responsible bidder. The Purchasing Manager shall decide tie bids. Award will be made after approval by the City Commission, which is anticipated to be within 30 days of bid opening. A copy of the bid tabulation will be sent to any vendor who provides a self-addressed, stamped envelope with their bid. Approximately ten (10) days after bid opening, the bid tab may also be viewed at www.ci.fort-lauderdale.fl.us/purchasing/index.htm.

1.10. Insurance

The Contractor shall furnish proof of Workers' Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "Additional Insured" with relation to Commercial General Liability and Automobile Insurance. Any costs for adding the City as "Additional Insured" will be at the Contractor's expense.

Worker's Compensation and Employer's Liability Insurance

Limits: Worker's Compensation – Statutory 440.055
Employer's Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Worker's Compensation Division at phone number (850) 413-1601 or on the web at <http://www.fldfs.com/WC/>

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Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors, and contractual liability.

Limits: Combined Single Limit Bodily Injury/Property Damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for hazards commonly referred to as "Explosion, Collapse and Underground" exclusions – on construction contracts only.

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily Injury \$250,000 each person
 \$500,000 each occurrence

Property Damage \$100,000 each occurrence

Combined Single Limit \$1,000,000 (Bodily Injury and Property Damage Combined)

A copy of any current Certificate of Insurance should be included with your bid.

In the event that you are the awarded contractor, you will be required to provide an original Certificate of Insurance naming the City as an "Additional Insured" for General and Automobile Liability.

1.11. Lobbying Activities

Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 regarding Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.ci.fort-lauderdale.fl.us/documents/index.htm>

1.12. General Conditions

Except as noted in the Special Conditions above, all terms and conditions of the attached General Conditions are included by reference.

PART II – TECHNICAL SPECIFICATIONS/SCOPE OF SERVICE

2.01. Scope of Work

The Contractor shall provide barricades, flashers and other related items described below. Such items will be delivered to and/or removed from any participating agency's location or job site in Miami-Dade, Broward or Palm Beach Counties. All costs for the described service shall be as stated in the bid

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proposal. This service shall be available twenty-four hours per day, seven days per week. Delivery shall be made within two (2) hours of notification. Pick-up shall be made within 72 hours of notification. Consideration will be given for signs other than those specified above for the amount of time necessary to prepare the sign(s). There will be no minimum quantities or minimum unit day requirements.

2.02. Basic Services

The Contractor shall employ personnel who are competent and experienced in providing the above stated services, to provide services that are equal to the practice prevalent by contractors performing the same work and commensurate with the magnitude and intricacy of the work under consideration.

The Contractor shall:

- A. Have two-way radio dispatched delivery trucks and provide the City with toll-free telephone numbers for service request calls.
- B. Deliver items as ordered. Where units delivered are other than what was ordered or where the units do not conform to specifications, including flashers that do not flash, the delivery requirement shall not be considered as met.
- C. Provide the City or participating agency with an estimated time of delivery or pick-up when service requests are made.
- D. Replace any units found to be damaged or inoperable at no additional cost to the City, with delivery and pick-up times for the replacements meeting the above time requirements.
- E. Provide an order number to the City for each order at the time it is made in order to confirm the order. Receipts for each day's deliveries shall be faxed to the Public Works Dispatcher by 5:00 PM the same day. The fax number is 954-828-7881. Receipts for deliveries made after 5:00 PM shall be faxed the next business day. The receipt shall contain the order number, date and time of delivery and the number and type of each unit. This requirement will vary by agency.
- F. Provide a pick-up number to the City or participating agency for each order that has been requested for pick up at the time it is made in order to confirm pick up. All barricades, signs and arrow boards shall be removed at the time of pick-up. If at the time of pick-up, the Contractor chooses not to remove all items for any reason, the Contractor shall notify the Public Works Dispatcher via fax by the next business day. The notice shall refer to the pick-up number and explain the reason why the Contractor elected not to remove all of the items.
- G. Include the order number or pick-up number in any correspondence referring to said orders or pick-ups.

2.03. Optional Set-up Services

Normally, the items requested will be delivered to a stated site and set-up by City or agency staff. However, where such staff is unavailable, it may be necessary for the Contractor to set-up this equipment for maintenance of traffic and/or pedestrian safety. The bidder shall quote a firm fixed price for this service on the Bid Proposal page. Price to vary per number of units requested. For bidding purposes, assume 20% of the estimated quantities listed in paragraph 2.06 will be required to be set-up by the Contractor.

2.03. Optional Services

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- A. Maintenance of Traffic (MOT) drawing and permit – a participating agency may sometimes be required to perform work on a state, county or city roadway that requires a Maintenance of Traffic drawing and permit. The bidder will state a fee for this service on the Bid Proposal Pages.
- B. Site visits – if the Contractor has set-up the barricades and other devices per the optional set-up services of paragraph 2.06 below, the MOT permit requires that the site be inspected periodically to insure compliance with the MOT drawing. The bidder will state a cost per site visit for this service in the Bid Proposal Pages.

2.04. Equipment to be furnished

- A. Flasher barricades – shall be Type I, Type II and Type III (as required) as specified in Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), Federal Highway Administration, and shall conform to the requirements of that manual.
- B. Warning and Regulatory Signs (non-electrical) – shall conform to the requirements and specifications contained in Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), Federal Highway Administration. Signs shall include, but not be limited to the following:
 - 1. Road Construction – 500 feet.
 - 2. Road Construction – 1000 feet.
 - 3. Road Construction – 1500 feet.
 - 4. Keep Left
 - 5. Keep Right
 - 6. Detour
 - 7. Left Lane Ends
 - 8. Right Lane Ends
 - 9. Road Closed – Local Traffic Only
- C. Tripod Stands – will hold small to medium sized signs and shall be approximately 3 feet high.
- D. Sign Stands – will hold medium to large sized signs and shall be approximately 6 feet high.
- E. Generator powered arrow boards – shall consist of flashing lights in the shape of a right or left arrow. Power is provided by means of a gasoline or diesel generator or a solar powered generator system with battery back up for the hours of darkness. The arrow board must be capable of continuous operation, 24 hours per day.
- F. Cones - 36" with reflective collar. Red/orange or bright fluorescent orange molded PVC, minimum weight 8 lbs.
- G. Drums - Drums used for traffic warning or channeling shall be approximately 36" in height and a minimum of 18" in diameter. The markings on drums shall be horizontal, circumferential, orange and white reflector stripes four to eight inches wide, using a material that has a smooth, sealed outer surface that will display the same approximate size, shape and color day and night. There shall be at least two orange and two white stripes on each drum. If there are non-reflectorized spaces between the horizontal orange and white stripes, they shall be no more than two inches wide.
- H. French Barricades - Interlocking steel barriers approximately 7'3" long x 3' 5-3/8" high x 1" tube diameter. Barco model CCB1461 or equal.
- I. Message Boards - Variable message board, rechargeable battery operated, as specified in the FDOT Roadway and Traffic Design Standards Manual. Boards may be solar-powered, diesel or gas powered with a 25 hour capacity, maintained by vendor per FDOT specifications.

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- J. Traffic Barriers - Triton barrier with bracket mount for sign post/light manufactured by Energy Absorption Systems Inc. or equal. Water filled plastic jersey barrier with internal metal frame and type "A" lights furnished and installed (FDOT #99-71023-11).
- K. Vertical Panels - Temporary, Type V.P., with type "A" lights, FDOT #102-74-1, 36" X 12".
- L. Barrier (Caution) tape – shall consist of 3 inch by 3 mil by 300 feet roll of yellow, reflective tape with the word "CAUTION" printed in black at intervals on the entire length of the tape.

2.05 Participating Co-op Members

- A. City of Coral Springs
9551 West Sample Road
Coral Springs, FL 33065
Contact: Art Resnick Phone: 954-344-1101
- B. City of Deerfield Beach
210 Goolsby Blvd.
Deerfield Beach, FL 33442
Contact: Donna Council Phone: 954-480-4388
- C. City of Fort Lauderdale Parks
1350 W. Broward Blvd.
Ft. Lauderdale, FL 33312
Contact: Gina Rivera Phone: 954-828-5786
- D. City of Fort Lauderdale Public Works – Utilities Division
949 NW 38th Street
Ft. Lauderdale, FL 33309
Contact: Mark Darmanin Phone: 954-828-7806
- E. City of Greenacres Public Works
5985 10th Ave. N.
Greenacres, FL 33463
Contact: Alyssa Milo Phone: 561-642-2037
- F. City of Hallandale Beach Public Works
630 NW 2nd Street
Hallandale Beach, FL 33009
Contact: Mike Morse Phone: 954-457-1614
- G. City of Hollywood
1600 South Park Road
Hollywood, FL 33020
Contact: Jose Vasquez Phone: 954-921-4526
- H. City of Lauderdale Lakes Parks & Leisure Services
4331 NW 36th Street
Lauderdale Lakes, FL 33319
Contact: Vincent Mullen Phone: 954-535-2785

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- I. City of Margate DEES
901 NW 66th Ave.
Margate, FL 33063
Contact: Rick Van Acker Phone: 954-972-0828

- J. City of Margate Parks
6199 NW 10th Street
Margate, FL 33063
Contact: Bob Dorband Phone: 954-972-6458

- K. City of Miami Gardens Public Works
3000 NW 179th Street
Miami Gardens, FL 33169
Contact: Pam Thompson Phone: 305-622-8031

- L. City of Miramar
2300 Civic Center Place
Miramar, FL 33025
Contact: Maggie Palomino Phone: 954-602-3052

- M. City of North Miami
776 NE 125 Street
North Miami, FL 33161
Contact: Debbie Falestra Phone: 305-895-9886

- N. City of North Miami Beach
17011 NE 19th Ave.
North Miami Beach, FL 33162
Contract: Shannon Graham Phone: 305-948-2985

- O. City of Parkland
6600 University Drive
Parkland, FL 33067
Contact: Steve Nash Phone: 954-346-2160

- P. City of Pompano Beach
1190NE 3rd Ave.
Pompano Beach, FL 33060
Contact: Leeta Hardin Phone: 954-786-4098

- Q. City of Sunrise Leisure Services
10610 W. Oakland Park Blvd.
Sunrise, FL 33357
Contact: Caryl Ungerer Phone: 954-747-4600

- R. Town of Davie
6591 Orange Drive
Davie, FL 33314
Contact: Herb Hyman Phone: 954-797-1016

- S. Village of Wellington Environmental & Engineering
14001 Pierson Road
Wellington, FL 33414
Contact: Gary Clough Phone: 561-791-4112

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2.06 Estimated Quantities

1. Flasher Barricades, Type I	25,000 DAY UNITS
2. Flasher Barricades, Type II	200,000 DAY UNITS
3. Flasher Barricades, Type III	30,000 DAY UNITS
4. Warning/Regulatory Signs	7,000 DAY UNITS
5. Tripods	6,000 DAY UNITS
6. Sign Stands	1,200 DAY UNITS
7. Generator Powered Arrow Boards	600 DAY UNITS
8. Cones	3,000 DAY UNITS
9. Drums	800 DAY UNITS
10. French Barricades	800 DAY UNITS
11. Message Boards	1,200 DAY UNITS
12. Traffic Barriers	2,500 DAY UNITS
13. Vertical Panels	5,500 DAY UNITS
14. Caution Tape	350 ROLLS

Optional Set-up Services – assume these services will be needed for 20% of the estimated quantities above and enter pricing for each group of units on bid proposal pages.

Flasher Barricades	1 – 20 Units
	21 – 50 Units
	50 – 100 Units
	Over 100 Units

Signs	1- 10 Units
	Over 10 Units

Lane closure with signs, barricades, and 1 arrow board

Optional Services

1. MOT Drawing/Permit, per site	10 SITES	Enter price on proposal pages
2. Site Visits – per visit	30 VISITS	Enter price on proposal pages

YOU MUST BID ON ALL ITEMS LISTED IN ORDER TO BE CONSIDERED FOR AWARD.

2.07. Responsibility for Loss, Theft or Damage

The City of Fort Lauderdale and participating agencies shall not be held responsible for lost, stolen or damaged units and no additional allowance and/or payments will be made to compensate for such.

2.08. Warranty of Usage

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The quantities listed above and on the bid proposal pages are an estimate and are furnished for information and tabulation purposes only. No warranty is given or implied that this is the exact quantity of items or services that will be needed. The contractor is expected to fulfill the City's and co-op's needs as they arise.

2.09. Agency Owned Equipment

In cases of emergency, or when deemed necessary, the City and participating agencies retain the option of using their own barricades, flashers, signs, tripods, stands, generator powered arrow boards, barrier tape and other such items.

2.10. Sample

It may be necessary for bidders to submit a fully working sample of the flasher barricade. When requested, such sample will be delivered to the City of Fort Lauderdale, Public Works Administration Building, Attn: Mark Darmanin, 949 NW 38th Street, Ft. Lauderdale, FL 33309.

2.11. Billing

Billing shall be on the basis of unit day. Said unit day shall be for one (1) unit of barricade/flasher, sign, tripod, sign stand or generator powered arrow board beginning at 12:00 midnight and continuing for the next 24 hours or fraction thereof for the item in use. Barrier (caution) tape will be a purchased item and will not be returned to the Contractor. Each item on the bill shall refer to an order number. The pick-up number shall also be included, if the item was requested to be picked up.

The City's and agencies' using departments and the Contractor will each maintain a daily record of the total number of barricade days of service. Payment will normally be made once per month, by the 10th of the month following the use of rented units and receipt of invoices. Invoices must be submitted within 30 days of the end of every month and must be computer generated. Invoices generated by hand shall not be accepted.

2.12. Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

GENERAL QUESTIONNAIRE

BIDDER NAME: _____

Complete the following:

Contact Name: _____ Phone: _____

Delivery/begin work in calendar days after receipt of Purchase Order: (Section 1.02 of General Conditions.):

_____ Days

Payment terms (Section 1.03 of General Conditions: (net 30 if left blank) _____

Total Bid Discount (Section 1.04 of General Conditions): _____

Prices firm for acceptance for 90 days? (Section 1.05 of General Conditions.):

Yes No _____ Other

State or reference any variances (section 1.06 of General Conditions):

1. Number of years experience the bidder has had in providing similar services:

_____ Years

2. Provide three references for which you have performed similar services.

Company Name: _____
Address: _____
Contact Name: _____ Telephone: _____

Company Name: _____
Address: _____
Contact Name: _____ Telephone: _____

Company Name: _____
Address: _____
Contact Name: _____ Telephone: _____

3. Have you ever failed to complete work awarded to you? If so, where and why?

4. List any licenses, permits or certifications, etc., you hold for performing this type of work:

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.rfpdepot.com. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through RFP Depot, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version.

Submitted by: _____
(signature) (date)

Name (printed) _____ Title: _____

Company: (Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____

E-MAIL: _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Payment Terms (section 1.03): _____ Total Bid Discount (section 1.04): _____

Does your firm qualify for MBE or WBE status (section 1.08): MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in his proposal:

Addendum No. Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation.

Variations:

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