

**AGREEMENT FOR  
BARRICADES AND EQUIPMENT RENTAL (CO-OP)**

THIS AGREEMENT for Barricades and Equipment Rental (Co-Op) for the City of Fort Lauderdale (“Agreement”), made this 21<sup>st</sup> day of FEB, 2024, is by and between the City of Fort Lauderdale, a Florida municipality (“City”), whose address is 1 East Broward Boulevard, Fort Lauderdale, Florida 33301-1016, and All American Barricades, LLC., a Delaware limited liability company authorized to conduct business in the State of Florida (“Contractor”), whose principal address is 2300 Southwest 41<sup>st</sup> Avenue, Fort Lauderdale, Florida 33317, Email: ali@barricades.com; Phone: 754-312-5100, (collectively, “Parties”).

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Contractor agrees to provide to the Barricades and Equipment Rental (Co-Op) (the “Work”), and the City and the Contractor covenant and agree as follows:

**WITNESSETH:**

**I. DOCUMENTS**

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement:

- (1) Solicitation Event No. 203-3 - Barricades and Equipment Rental (Co-Op) for the City of Fort Lauderdale, including any and all exhibits and addenda prepared by the City of Fort Lauderdale, (“ITB” or “Exhibit A”).
- (2) The Contractor’s response to the ITB, dated November 14, 2023 (“Exhibit B”).

All Contract Documents may also be collectively referred to as the “Documents.” In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated February 21, 2024 and any attachments.
- B. Second, Exhibit A.
- C. Third, Exhibit B.

**II. SCOPE**

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor’s obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or his designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

### **III. TERM OF AGREEMENT**

The initial term of this Agreement shall commence on January 23, 2024, and shall end on January 22, 2026. The City reserves the right to exercise an option to renew the Agreement for two (2) additional one (1)-year terms if additional time is required the same agreed upon terms and conditions and pricing. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

### **IV. COMPENSATION**

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

### **V. METHOD OF BILLING AND PAYMENT**

Contractor may submit proper invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act, as may be amended from time to time.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in

whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

## **VI. GENERAL CONDITIONS**

### **A. Indemnification**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums 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.

### **B. Intellectual Property**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. 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.

### **C. Termination for Cause**

The City may terminate this Agreement for cause if the Contractor has not corrected the breach within ten (10) days after written notice identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

**D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

**E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. 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 Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

**F. Insurance**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of

this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured - Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2023). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
1 East Broward Boulevard  
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the

City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

#### **G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

#### **H. Standard of Care**

Contractor represents that it is qualified to perform the Work, that Contractor and subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

**I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

**J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes (2023), as may be amended or revised, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.



**K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2023), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

**L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**M. Inspection and Non-Waiver**

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this

Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of the Contractor's performance and all interim and final product(s) provided to or on behalf of the City shall be comparable to the best local and national standards.

In the event the Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

#### **O. Conflicts**

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize

subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Contractor.

**P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

**Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**R. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of Liability**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages

in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2023), as may be amended or revised.

**U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

**V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City, as determined by the City Charter and Ordinances of the City of Fort Lauderdale, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

**W. Prior Agreements**

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

**Y. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**Z. Uncontrollable Circumstances (“Force Majeure”)**

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either Party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party’s performance is suspended under this Section.

**AA. Scrutinized Companies**

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), and that

it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel.

**BB. Public Records**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORT LAUDERDALE.GOV.**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, 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 in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
3. 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, 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 Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**CC. Non-Discrimination**

The Contractor shall not discriminate against its employees based on the

employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2023), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**DD. E-Verify**

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

**EE. Notices**

Whenever either party desires to give notice unto the other, it shall be given by written notice, sent certified by U.S. Mail, return receipt requested or via nationally recognized overnight courier addressed to the party to whom it is intended, at the places last specified, and the places for giving notice shall remain such until they are changed by written notice in compliance with this subsection. For the present, the parties designate the following as respective places for giving notice, to wit:

FOR CITY:                   City Manager  
                                  City of Fort Lauderdale  
                                  1 East Broward Boulevard  
                                  Fort Lauderdale, Florida 33301

WITH A COPY:            City Attorney  
                                  City of Fort Lauderdale  
                                  1 East Broward Blvd., Suite 1605  
                                  Fort Lauderdale, Florida 33301

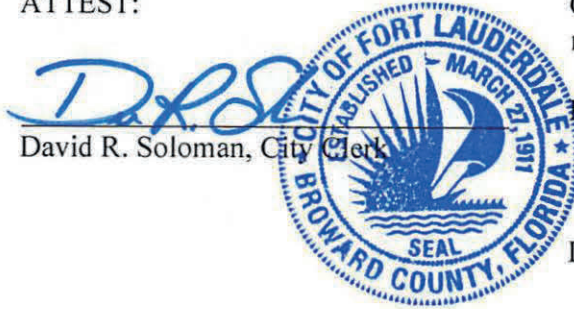
FOR CONTRACTOR:  
                                  Ruben Santos, President  
                                  All American Barricades, LLC  
                                  2300 Southwest 41<sup>st</sup> Avenue  
                                  Fort Lauderdale, Florida 33317



IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

CITY

ATTEST:



David R. Soloman  
David R. Soloman, City Clerk

CITY OF FORT LAUDERDALE, a Florida municipality

By: Greg Chavarria  
Greg Chavarria  
City Manager

Date: February 21, 2024

Approved as to Form and Correctness:  
Thomas J. Ansbro, City Attorney

By: Rhonda Montoya Hasan  
Rhonda Montoya Hasan  
Assistant City Attorney

City of Miami - General

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**CONTRACTOR**

WITNESSES:

ALL AMERICAN BARRICADES, LLC, a Delaware limited liability company authorized to conduct business in the State of Florida.

[Signature]  
Signature

Alicia Garces  
Print Name

[Signature]  
Signature

Cynthia Alfonso  
Print Name

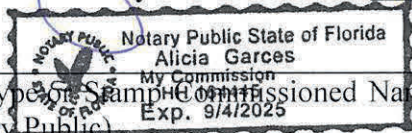
By: [Signature]  
Ruben Santos, President

(CORPORATE SEAL)

STATE OF Florida :  
COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this day of Feb. 1, 2024, by Ruben Santos, as President for ALL AMERICAN BARRICADES, LLC, a Delaware limited liability company authorized to conduct business in the State of Florida.

[Signature]  
(Signature of Notary Public – State of FL)



Print, Type or Stamp Commissioned Name of Notary Public

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

Notary Public State of Florida  
Alicia Garcia  
My Commission  
HN 18443  
Exp. 04/30/25



**Event # 203-3**

**Name:** Barricades and Equipment Rental (Co-Op)

**Description:** The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide rental of Barricades and equipment for the City and the Co-Op, in accordance with the terms, conditions, and specifications contained in this Invitation for Bid (IFB). This is a 2-year contract with 2 annual renewals.

Bidders must be within a 50-mile radius from the zip code 33309.

**Buyer:** MOHAMMED, STEFAN

**Status:** Pending Award

**Event Type:** IFB

**Currency:** USD

**Sealed Bid:** Yes

**Respond To All Lines:** Yes

**Q & A Allowed:** Yes

**Number Of Amendments:** 3

**Display Bid Tabulation:** Display When Event Closed For Bidding Or Canceled

**Event Dates**

**Preview:**

**Q & A Open:** 10/27/2023 05:00:00 PM

**Open:** 10/27/2023 04:00:00 PM

**Q & A Close:** 11/27/2023 05:00:00 PM

**Close:** 11/28/2023 02:00:00 PM

**Dispute Close:**

**Questions**

Question	Response Type	Attachment
Did you complete the attached required forms?	Yes No Text	Event 203- Barricade and Equipment Rentals.pdf
Are you located within a 50 mile radius of zip code 33309? Please provide full address.	Yes No Text	
Does your company offer additional percentage off for either large quantity rental or long-term rental?  If yes, please provide the items/ time frame needed and the discount percentage off the daily rate.	Yes No Text	

## Event # 203-3: Barricades and Equipment Rental (Co-Op)

### Attachments

Name	Attachment
1. General Conditions - Rev 08-2023.pdf	1. General Conditions - Rev 08-2023.pdf
Event 203- Barricades and Equipment Rental.pdf	Event 203- Barricades and Equipment Rental.pdf
Cooperative Purchase Addendum 2023.pdf	Cooperative Purchase Addendum 2023.pdf

### Contacts

Name	Email Address
STEFAN MOHAMMED	smohammed@fortlauderdale.gov

### Commodity Codes

Commodity Code	Description
968-84	Traffic Control Services (To Include Placement and Removal o
985-73	Signs, Message Boards and Centers, etc., Rental or Lease

### Line Details

#### Line 1: FLASHER BARRICADES TYPE I

**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 is for 1 day unit rental, However prior annual quantities estimated at 3497 day units. Prior quantities are not indicative of future usage of the Co-Op

**Item:** FLASHER BARRICADES TYPE I    FLASHER BARRICADES TYPE I

**Long Item 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 is for 1 day unit rental, However prior annual quantities estimated at 3497 day units. Prior quantities are not indicative of future usage of the Co-Op

**Commodity** 985-73    Signs, Message Boards and Centers, etc., Rental or Lease

# Event # 203-3: Barricades and Equipment Rental (Co-Op)

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**Code:**  
**Manufacturer Code:** MFC  
**Division:** DIV  
**Manufacturer Number:** FLASHER BARRICADES TYPE I  
**Quantity:** 1.0000  
**Unit of Measure:** DA  
**Require Response:** Yes  
**Price Breaks Allowed:** No  
**Allow Alternate Responses:** No  
**Add On Charges Allowed:** No

## Line 2: FLASHER BARRICADES TYPE II

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**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 is for 1 day unit rental, However prior annual quantities estimated at 3717 day units. Prior quantities are not indicative of future usage of the Co-op.

**Item:** FLASHER BARRICADES TYPE II FLASHER BARRICADES TYPE II

**Long Item 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 is for 1 day unit rental, However prior annual quantities estimated at 3717 day units. Prior quantities are not indicative of future usage of the Co-op.

**Commodity Code:** 985-73 Signs, Message Boards and Centers, etc., Rental or Lease

**Quantity:** 1.0000  
**Unit of Measure:** DA  
**Require Response:** Yes  
**Price Breaks Allowed:** No  
**Allow Alternate Responses:** No  
**Add On Charges Allowed:** No

## Line 3: FLASHER BARRICADES TYPE III

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**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 is for 1 day unit rental, However prior annual quantities estimated at 4566 day units. Prior quantities are not indicative of future usage by the Co-Op

**Item:** FLASHER BARRICADES TYPE III FLASHER BARRICADES TYPE III

**Long Item 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.

# Event # 203-3: Barricades and Equipment Rental (Co-Op)

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Price is for 1 day unit rental, However prior annual quantities estimated at 4566 day units. Prior quantities are not indicative of future usage by the Co-Op

**Commodity Code:** 985-73 Signs, Message Boards and Centers, etc., Rental or Lease

**Manufacturer Code:** MFC

**Division:** DIV

**Manufacturer Number:** FLASHER BARRICADES TYPE III

**Quantity:** 1.0000

**Unit of Measure:** DA

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

## Line 4: WARNING & REGULATORY SIGNS

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**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 Lane Ends 9. Road Closed 10. Local Traffic Only.

Price is for 1 day unit rental, However prior annual quantities estimated at 4786 day units. Prior quantities are not indicative of future usage of the Co-Op.

**Item:** WARNING & REGULATORY SIGNS WARNING & REGULATORY SIGNS

**Long Item 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.

**Commodity Code:** 968-84 Traffic Control Services (To Include Placement and Removal o

**Manufacturer Code:** MFC

**Division:** DIV

**Manufacturer Number:** WARNING & REGULATORY SIGNS

**Quantity:** 1.0000

**Unit of Measure:** DA

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No



## Event # 203-3: Barricades and Equipment Rental (Co-Op)

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### Line 5: TRIPOD STANDS

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**Description:** Will hold small to medium sized signs and shall be approximately 3 feet high.

Price is for 1 day unit rental, However prior annual quantities estimated at 1251 day units. Prior quantities are not indicative of future usage of the Co-Op.

**Item:** TRIPOD STANDS    TRIPOD STANDS

**Long Item Description:** Will hold small to medium sized signs and shall be approximately 3 feet high.

Price is for 1 day unit rental, However prior annual quantities estimated at 1251 day units. Prior quantities are not indicative of future usage of the Co-Op.

**Commodity Code:** 968-84    Traffic Control Services (To Include Placement and Removal o

**Manufacturer Code:** MFC

**Division:** DIV

**Manufacturer Number:** TRIPOD STANDS

**Quantity:** 1.0000

**Unit of Measure:** DA

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

### Line 6: SIGN STANDS

---

**Description:** Will hold medium to large sized signs and shall be approximately 6 feet high.

Price is for 1 day unit rental, However prior annual quantities estimated at 1770 day units. Prior quantities are not indicative of future usage by the co-op.

**Item:** SIGN STANDS    SIGN STANDS

**Long Item Description:** Will hold medium to large sized signs and shall be approximately 6 feet high.

Price is for 1 day unit rental, However prior annual quantities estimated at 1770 day units. Prior quantities are not indicative of future usage.

**Commodity Code:** 985-73    Signs, Message Boards and Centers, etc., Rental or Lease

**Manufacturer Code:** MFC

**Division:** DIV

**Manufacturer Number:** SIGN STANDS

# Event # 203-3: Barricades and Equipment Rental (Co-Op)

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**Quantity:** 1.0000

**Unit of DA Measure:**

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

## Line 7: ARROW BOARDS GENERATOR POWER

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**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 is for 1 day unit rental, However prior annual quantities estimated at 1228 day units. Prior quantities are not indicative of future usage.

**Item:** ARROW BOARDS GENERATOR POWER ARROW BOARDS GENERATOR POWER

**Long Item 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.

**Commodity Code:** 968-84 Traffic Control Services (To Include Placement and Removal o

**Manufacturer Code:** MFC

**Division:** DIV

**Manufacturer Number:** ARROW BOARDS GENERATOR POWER

**Quantity:** 1.0000

**Unit of DA Measure:**

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

## Line 8: TRAFFIC CONES 36 INCH

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**Description:** 36" with reflective collar. Red/orange or bright fluorescent orange molded PVC, minimum weight 8 lbs.

Price is for 1 day unit rental, However prior annual quantities estimated at 41800 day units. Prior quantities are not indicative of future usage by the Co-Op.

## Event # 203-3: Barricades and Equipment Rental (Co-Op)

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**Item:** TRAFFIC CONES 36 INCH TRAFFIC CONES 36 INCH

**Long Item Description:** 36" with reflective collar. Red/orange or bright fluorescent orange molded PVC, minimum weight 8 lbs.

Price is for 1 day unit rental, However prior annual quantities estimated at 41800 day units. Prior quantities are not indicative of future usage.

**Commodity Code:** 985-73 Signs, Message Boards and Centers, etc., Rental or Lease

**Manufacturer Code:** MFC

**Division:** DIV

**Manufacturer Number:** TRAFFIC CONES 36 INCH

**Quantity:** 1.0000

**Unit of Measure:** DA

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

### Line 9: DRUMS

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**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 is for 1 day unit rental, However prior annual quantities estimated at 9601 day units. Prior quantities are not indicative of future usage by the Co-op.

**Item:** DRUMS DRUMS

**Commodity Code:** 985-73 Signs, Message Boards and Centers, etc., Rental or Lease

**Manufacturer Code:** MFC

**Division:** DIV

**Manufacturer Number:** DRUMS

**Quantity:** 1.0000

**Unit of Measure:** DA

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

# Event # 203-3: Barricades and Equipment Rental (Co-Op)

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**Add On No**  
**Charges**  
**Allowed:**

## Line 10: FRENCH BARRICADES

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**Description:** Interlocking steel barriers approximately 7'3" long x 3' 5-3/8" high x 1" tube diameter. Barco model CCB1461 or equal.

Price is for 1 day unit rental, However prior annual quantities estimated at 9395 day units. Prior quantities are not indicative of future usage.

**Item:** FRENCH BARRICADES    FRENCH BARRICADES

**Long Item Description:** Interlocking steel barriers approximately 7'3" long x 3' 5-3/8" high x 1" tube diameter. Barco model CCB1461 or equal.

Price is for 1 day unit rental, However prior annual quantities estimated at 9395 day units. Prior quantities are not indicative of future usage.

**Commodity Code:** 968-84    Traffic Control Services (To Include Placement and Removal o

**Manufacturer Code:** MFC

**Division:** DIV

**Manufacturer Number:** FRENCH BARRICADES

**Quantity:** 1.0000

**Unit of DA Measure:**

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

## Line 11: MESSAGE BOARDS

---

**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 is for 1 day unit rental, However prior annual quantities estimated at 5435 day units. Prior quantities are not indicative of future usage.

**Item:** MESSAGE BOARDS    MESSAGE BOARDS

## Event # 203-3: Barricades and Equipment Rental (Co-Op)

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**Long Item 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 specific

**Commodity Code:** 985-73 Signs, Message Boards and Centers, etc., Rental or Lease

**Manufacturer Code:** MFC

**Division:** DIV

**Manufacturer Number:** MESSAGE BOARDS

**Quantity:** 1.0000

**Unit of Measure:** DA

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

### Line 12: TRAFFIC BARRIERS

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**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 AA" lights furnished and installed (FDOT #99-71023-11).

Price is for 1 day unit rental, However prior annual quantities estimated at 25246 day units. Prior quantities are not indicative of future usage.

**Item:** TRAFFIC BARRIERS TRAFFIC BARRIERS

**Long Item 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 AA" lights furnished and installed (FDOT #99-71023-11).

Price is for 1 day unit rental, However prior annual quantities estimated at 25246 day units.

**Commodity Code:** 968-84 Traffic Control Services (To Include Placement and Removal o

**Manufacturer Code:** MFC

**Division:** DIV

**Manufacturer Number:** TRAFFIC BARRIERS

**Quantity:** 1.0000

**Unit of Measure:** DA

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

# Event # 203-3: Barricades and Equipment Rental (Co-Op)

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## Line 13: VERTICAL PANELS

---

**Description:** Temporary, Type V.P., with type AA" lights, FDOT #102-74-1, 36" X 12".

Price is for 1 day unit rental, However prior annual quantities estimated at 1237 day units. Prior quantities are not indicative of future usage.

**Item:** VERTICAL PANELS    VERTICAL PANELS

**Long Item Description:** Temporary, Type V.P., with type AA" lights, FDOT #102-74-1, 36" X 12".

Price is for 1 day unit rental, However prior annual quantities estimated at 1237 day units. Prior quantities are not indicative of future usage.

**Commodity Code:** 985-73    Signs, Message Boards and Centers, etc., Rental or Lease

**Manufacturer Code:** MFC

**Division:** DIV

**Manufacturer Number:** VERTICAL PANELS

**Quantity:** 1.0000

**Unit of DA Measure:**

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

## Line 14: BARRIER (CAUTION) TAPE (300'ROLLS)

---

**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 is for 1 roll, However prior annual quantities estimated at 930 rolls. Prior quantities are not indicative of future usage.

**Item:** BARRIER (CAUTION) TAPE (300'ROLL)    BARRIER (CAUTION) TAPE (300'ROLLS)

**Long Item 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 is for 1 roll, However prior annual quantities estimated at 930 rolls. Prior quantities are not indicative of future usage.

# Event # 203-3: Barricades and Equipment Rental (Co-Op)

---

**Commodity Code:** 968-84 Traffic Control Services (To Include Placement and Removal o

**Manufacturer Code:** MFC

**Division:** DIV

**Manufacturer Number:** BARRIER (CAUTION) TAPE (300'ROLLS)

**Quantity:** 1.0000

**Unit of Measure:** DA

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

## Line 15: OPTIONAL SET UP SERVICE, FLASHER BARRICADES 1-20

---

**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.

Price is for 1 set up, However prior annual quantities estimated at 200 set ups. Prior quantities are not indicative of future usage by the Co-Op

**Item:** OPTIONAL SET UP SERVICE, FLASHER OPTIONAL SET UP SERVICE, FLASHER BARRICADES 1-20

**Long Item 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.

**Commodity Code:** 985-73 Signs, Message Boards and Centers, etc., Rental or Lease

**Manufacturer Code:** MFC

**Division:** DIV

**Manufacturer Number:** 1-20 OPTIONAL SET UP SERVICE, FLASHER

**Quantity:** 1.0000

**Unit of Measure:** LO

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

## Line 16: OPTIONAL SET UP SERVICE, FLASHER BARRICADES 21-50

---

**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

# Event # 203-3: Barricades and Equipment Rental (Co-Op)

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equipment. The bidder shall quote a firm fixed price for setting up one lot of from 21 to 50 flasher barricades.

Price is for 1 set up, However prior annual quantities estimated at 150 set ups. Prior quantities are not indicative of future usage

**Item:** 21-50 OPTIONAL SET UP SERVICE    OPTIONAL SET UP SERVICE, FLASHER BARRICADES 21-50

**Long Item 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.

**Commodity Code:** 985-73    Signs, Message Boards and Centers, etc., Rental or Lease

**Manufacturer Code:** MFC

**Division:** DIV

**Manufacturer Number:** 21-50 OPTIONAL SET UP SERVICE, FLASHER

**Quantity:** 1.0000

**Unit of LO Measure:**

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

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## Line 17: OPTIONAL SET UP SERVICE, FLASHER BARRICADES 51-100

---

**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.

Price is for 1 set up, However prior annual quantities estimated at 75 set ups. Prior quantities are not indicative of future usage.

**Item:** 51-100 OPTIONAL SET UP SERVICE    OPTIONAL SET UP SERVICE, FLASHER BARRICADES 51-100

**Long Item 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.

**Commodity Code:** 985-73    Signs, Message Boards and Centers, etc., Rental or Lease

**Manufacturer Code:** MFC

**Division:** DIV

**Manufacturer Number:** 51-100 OPTIONAL SET UP SERVICE, FLASHER

**Quantity:** 1.0000

**Unit of LO Measure:**



# Event # 203-3: Barricades and Equipment Rental (Co-Op)

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**Measure:**

<b>Require Response:</b> Yes	<b>Price Breaks Allowed:</b> No	<b>Allow Alternate Responses:</b> No
<b>Add On Charges Allowed:</b> No		

## Line 18: OPTIONAL SET UP SERVICE, FLASHER BARRICADES OVER 100

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**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.

Price is for 1 set up, However prior annual quantities estimated at 50 set ups. Prior quantities are not indicative of future usage.

**Item:** 100-OPTIONAL SET UP SERVICE    OPTIONAL SET UP SERVICE, FLASHER BARRICADES OVER 100

**Long Item 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.

**Commodity Code:** 985-73    Signs, Message Boards and Centers, etc., Rental or Lease

**Manufacturer Code:** MFC

**Division:** DIV

**Manufacturer Number:** 100-OPTIONAL SET UP SERVICE

**Quantity:** 1.0000

**Unit of Measure:** LO

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

## Line 19: OPTIONAL SET UP SERVICES, SIGNS 1-10

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**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.

Price is for 1 set up, However prior annual quantities estimated at 50 set ups. Prior quantities are not indicative of future usage .

## Event # 203-3: Barricades and Equipment Rental (Co-Op)

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**Item:** 1-10 OPTIONAL SET UP-SIGNS 1-10 OPTIONAL SET UP-SIGNS

**Long Item 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.

**Commodity Code:** 985-73 Signs, Message Boards and Centers, etc., Rental or Lease

**Manufacturer Code:** MFC

**Division:** DIV

**Manufacturer Number:** 1-10 OPTIONAL SET UP-SIGNS

**Quantity:** 1.0000

**Unit of Measure:** LO

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

### Line 20: OPTIONAL SET UP SERVICES, SIGNS OVER 10

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**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.

Price is for 1 set up, However prior annual quantities estimated at 25 set ups. Prior quantities are not indicative of future usage.

**Item:** 10-OPTIONAL SET UP SIGNS OPTIONAL SET UP SERVICES, SIGNS OVER 10

**Long Item 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.

**Commodity Code:** 985-73 Signs, Message Boards and Centers, etc., Rental or Lease

**Manufacturer Code:** MFC

**Division:** DIV

**Manufacturer Number:** 10-OPTIONAL SET UP SIGNS

**Quantity:** 1.0000

**Unit of Measure:** LO

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

# Event # 203-3: Barricades and Equipment Rental (Co-Op)

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**Add On No**  
**Charges**  
**Allowed:**

## Line 21: LANE CLOSURE

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**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.

Price is for 1 set up, However prior annual quantities estimated at 10 set ups. Prior quantities are not indicative of future usage

**Item:** LANE CLOSURE    LANE CLOSURE

**Long Item 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.

**Commodity Code:** 968-84    Traffic Control Services (To Include Placement and Removal o

**Manufacturer Code:** MFC

**Division:** DIV

**Manufacturer Number:** LANE CLOSURE

**Quantity:** 1.0000

**Unit of JA Measure:**

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On No**  
**Charges**  
**Allowed:**

## Line 22: OPTIONAL SERVICES, MOT DRAWINGS/PERMIT

---

**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.

Price is for 1 MOT Drawing/Permit, However prior annual quantities estimated at 200 drawings/permits. Prior quantities are not indicative of future usage.

**Item:** OPTIONAL SERVICES, MOT DRAWINGS    OPTIONAL SERVICES, MOT DRAWINGS/PERMIT

# Event # 203-3: Barricades and Equipment Rental (Co-Op)

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

Price is for 1 MOT Drawing/Permit, However prior annual quantities estimated at 200 drawings/permits. Prior quantities are not indicative of

**Commodity Code:** 968-84 Traffic Control Services (To Include Placement and Removal o

**Manufacturer Code:** MFC

**Division:** DIV

**Manufacturer Number:** OPTIONAL SERVICES, MOT DRAWINGS

**Quantity:** 1.0000

**Unit of Measure:** EA

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

**Add On Charges Allowed:** No

## Line 23: OPTIONAL SERVICES, SITE VISIT

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**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.

Price is for 1 visit, However prior annual quantities estimated at 25 visits. Prior quantities are not indicative of future usage.

**Item:** OPTIONAL SERVICES, SITE VISIT    OPTIONAL SERVICES, SITE VISIT

**Long Item** If the Contractor has set-up the barricades and other devices per the optional set-up services of paragraph 2.06,  
**Description:** 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

**Commodity Code:** 968-84 Traffic Control Services (To Include Placement and Removal o

**Manufacturer Code:** MFC

**Division:** DIV

**Manufacturer Number:** OPTIONAL SERVICES, SITE VISIT

**Quantity:** 1.0000

**Unit of Measure:** EA

**Require Response:** Yes

**Price Breaks Allowed:** No

**Allow Alternate Responses:** No

Event # 203-3: Barricades and Equipment Rental (Co-Op)

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**Add On** No  
**Charges**  
**Allowed:**

**Line 24: TEMP FENCE PANELS**

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**Description:** Temp Fence panels (6'H X 10'W)

Price is for 1 visit, However prior annual quantities estimated at 150 panels. Prior quantities are not indicative of future usage by the Co-op.

**Item:** TEMP FENCE PANELS    TEMP FENCE PANELS

**Long Item** 17.Temp Fence panels (6'H X 10'W)

**Description:**

**Commodity** 985-73    Signs, Message Boards and Centers, etc., Rental or Lease  
**Code:**

**Manufacturer** MFC  
**Code:**

**Division:** DIV

**Manufacturer** TEMP FENCE PANELS  
**Number:**

**Quantity:** 1.0000

**Unit of EA**  
**Measure:**

**Require** Yes  
**Response:**

**Price Breaks** No  
**Allowed:**

**Allow Alternate** No  
**Responses:**

**Add On** No  
**Charges**  
**Allowed:**

## SECTION I – INTRODUCTION AND INFORMATION

### 1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide rental of Barricades and equipment for the City and the Co-Op, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

### 1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist, Stefan Mohammed, at (954) 326-6378 or email at [Smohammed@fortlauderdale.gov](mailto:Smohammed@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the City's on-line strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the ITB schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the City's on-line strategic sourcing platform shall become part of any contract that is created from this ITB.

### 1.3 Pre-bid Conference and/or Site Visit

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

### 1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results, and issuing notification of an intended decision. There is no charge to register and download the ITB from the City's on-line strategic sourcing platform. Bidders are strongly encouraged to read the supplier tutorials available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a bid to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Bidder's inability to submit a Bid by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA the City's on-line strategic sourcing platform.

**IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN BID/PROPOSAL PRICE(S) SUBMITTED BY BIDDER/PROPOSER ELECTRONICALLY INTO THE CITY'S ON-LINE STRATEGIC SOURCING PLATFORM UNIT PRICE FIELD(S), ANY OTHER FORMS OR ATTACHMENTS (WHETHER PART OF THE CITY'S SOLICITATION DOCUMENTS OR DOCUMENTS CREATED AND UPLOADED BY THE BIDDER/PROPOSER), OR ANOTHER SECTION/FIELD OF THE SYSTEM, THE ONLINE UNIT PRICE(S) INPUTTED ELECTRONICALLY INTO THE SYSTEM BY BIDDER/PROPOSER SHALL GOVERN.**

**1.5 Electronic Bid Openings**

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the City's on-line strategic sourcing platform at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

*END OF SECTION*

## **SECTION II - SPECIAL TERMS AND CONDITIONS**

### **2.1 General Conditions**

ITB General Conditions (Form G-107, Rev. 09/22) are included and made a part of this ITB.

### **2.2 Addenda, Changes, and Interpretations**

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by the City's on-line strategic sourcing platform and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

### **2.3 Changes and Alterations**

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

### **2.4 Bidder's Costs**

The City shall not be liable for any costs incurred by Bidders in responding to this ITB.

### **2.5 Pricing/Delivery**

All pricing should be identified on the Cost page provided in this ITB. No additional costs may be accepted, other than the costs stated on the Bid Submittal page. Failure to use the City's Bid Submittal page and provide costs as requested in this ITB may deem your bid non-responsive.

Bidder shall quote a firm, fixed price for all services stated in the ITB. All costs including travel shall be included in your cost. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

### **2.6 Price Validity**

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

### **2.7 Invoices/Payment**

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. Bidder may offer cash discounts for prompt payment, but they will not be considered in determination of award.

### **2.8 Related Expenses/Travel Expenses**



All costs including travel are to be included in your bid. The City will not accept any additional costs.

## **2.9 Payment Method**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

## **2.10 Mistakes**

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

## **2.11 Acceptance of Bids / Minor Irregularities**

**2.11.1** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.

**2.11.2** The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

## **2.12 Modification of Services**

**2.12.1** While this contract is for services provided to the department referenced in this ITB, the City may require similar work for other City departments. Successful Bidder agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Bidder.

**2.12.2** 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 ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. 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 on the basis of the estimated percentage of completion of such portion to the total project cost.

**2.12.3** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the

satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Bidder thirty (30) days written notice.

**2.12.4** If the Successful Bidder and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Bidder will submit a revised budget to the City for approval prior to proceeding with the work.

**2.13 Non-Exclusive Contract**

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

**2.14 Sample Contract Agreement**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

**2.15 Responsiveness**

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

**2.16 Responsibility**

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

**2.17 Minimum Qualifications**

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

**2.17.1** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

**2.17.2** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

**2.18 Lobbying Activities**

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 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.fortlauderdale.gov/home/showdocument?id=6036>.

**2.19 Local Business Preference – N/A**

**2.20 Disadvantaged Business Enterprise Preference – N/A**

**2.21 Protest Procedure**

**2.21.1** Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link.

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

**2.21.2** The complete protest ordinance may be found on the city's web site at the following link:

[https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR CH2AD ARTVFI DIV2PR S2-182DIREPRAWINAW](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW)

**2.22 Public Entity Crimes**

Bidder, by submitting a bid, certifies that neither the Bidder nor any of the Bidder's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**2.23 Subcontractors**

**2.23.1** If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

**2.23.2** Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

2.23.3 Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.24 Bid Security – N/A

2.25 Payment and Performance Bond – N/A

**2.26 Insurance Requirements**

2.26.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

2.26.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgment, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.26.3 The following insurance policies and coverages are required:

**Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

**Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

**2.26.4 Insurance Certificate Requirements**

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Proposal/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:  
City of Fort Lauderdale

Procurement Services Division  
100 N. Andrews Avenue, Suite 619  
Fort Lauderdale, FL 33301

- 2.26.5** The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.26.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.26.7** The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.
- 2.26.8** Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.
- 2.26.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.26.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.26.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

**2.27 Insurance – Sub-Contractors**

Contractor shall require all its Sub-Contractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said Sub-Contractors will be the sole responsibility of the Contractor.

**2.28 Insurance for Collection of Credit Card Payments – N/A**

**2.29 Award of Contract**

Contractor must bid on all items. Partial bids will not be considered.

The City also 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.

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Bidder(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Bidder, at the sole and absolute discretion of the in the City.

**2.30 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.

**2.31 Safety**

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

**2.32 Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

**2.32.1** The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

**2.32.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

**2.32.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

**2.32.4** The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**2.33 Canadian Companies**

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in

Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

**2.34 News Releases/Publicity**

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior City approval.

**2.35 Approved Equal or Alternative Product Bids – N/A**

**Manufacturer/Brand/Model Specific Request – N/A**

**2.36 Contract Period**

The initial term shall commence upon date of award by the City and shall expire two (2) years from that date. The City reserves the right to extend the contract for two, additional one-year year term, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

**2.37 Cost Adjustments**

**COST ADJUSTMENTS (Fixed Price with Economic Price Adjustment: Escalator/De-escalator)-** Prices offered shall be firm and fixed price for the initial contract term of two year(s). The City, at its sole discretion, may conduct industry or market research to determine whether economic/market conditions support an increase or decrease price adjustment during the renewal term of the contract. Such adjustment, as determined by the City, shall be based on the latest yearly percentage increase or decrease in the All-Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%). The yearly increase or decrease in the CPI shall be the latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior. The City's designated Senior Procurement Specialist/Procurement Specialist will fully document its economic/market analysis to support its recommendation to make a price adjustment upward or downward to the contract. The Chief Procurement Officer may, after reviewing the recommendation, refuse to accept the adjusted costs if they are excessive, or if decreases are considered insufficient.

The City's price adjustment determination will be communicated to the supplier at least ninety (90) days prior to the contract anniversary date of contract renewal. If said communication is not received by the supplier by the above stated timeframe, it shall be construed that no price adjustment will occur during the renewal period. Any approved cost adjustments shall become effective on the beginning date of the approved contract renewal period.

**2.38 Service Test Period**

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the



requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

**2.39 Contract Coordinator**

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

**2.40 Contractor Performance Reviews and Ratings**

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

**2.41 Substitution of Personnel – N/A**

**2.42 Ownership of Work – N/A**

**2.43 Condition of Trade-In Equipment – N/A**

**2.44 Conditions of Trade-In Shipment and Purchase Payment – N/A**

**2.45 Verification of Employment Status**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed

during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Bidder's response to this ITB.

**2.46 Service Organization Controls – N/A**

**2.47 Warranties of Usage**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**2.48 Rules and Submittals of Bids**

The signer of the bid must declare that the only person(s), company or parties interested in the bid as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

**2.49 Bid Tabulations/Intent to Award**

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

**2.50 Public Records**

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property 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 CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, 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 in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
3. 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 this contract if the Contractor does not transfer the records to the City.
4. 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 this 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 this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**2.51 PCI (Payment Card Industry) Compliance**

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

*END OF SECTION*

## SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### 3.01. 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 line response. 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.

### 3.02. 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, or cell phones and provide the City with toll-free telephone numbers for service request calls.
- B. Provide the city or participating agency with a contact phone number that is monitored twenty-four hours per day.
- C. 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.
- D. Provide the City or participating agency with an estimated time of delivery or pick-up when service requests are made.
- E. 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.
- F. 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.

- G. 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. Receipts for each day's pick-ups shall be faxed to the Public Works Dispatcher by 5:00 PM the same day. The fax number is 954-828-7881. Receipts for pick-ups made after 5:00 PM shall be faxed the next business day. 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.
- H. Include the order number or pick-up number in any correspondence referring to said orders or pick-ups.
- I. If items are not available for delivery as ordered, the contractor must notify the City prior to delivery of any changes.

### 3.03. ADDITIONAL 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 corresponding line item. 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.

### 3.03a ADDITIONAL SERVICES

- 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 corresponding line item.
- B. Site visits – if the Contractor has set-up the barricades and other devices per the additional 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 corresponding line item.

### 3.04. 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.
- 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.

### 3.05 PARTICIPATING CO-OP MEMBERS

#### A. City of Boca Raton

201 W Palmetto Park Rd  
 Boca Raton Fl  
 Contact: Amy DiNorscio Phone: 561-393-7984  
 Email: ADinorscio@myboca.us

#### B. Broward County Water & Wastewater Services (Addresses will vary within Broward County)

2555 West Copans Rd  
 Pompano Beach, FL 33069  
 Contact: Ellie O'Conneli Phone: 954-831-0935  
 Email: eoconneli@broward.org

#### C. City of Coral Gables

2800 SW 72<sup>nd</sup> Ave  
 Miami, FL 33155  
 Contact: Tanya Donigan Phone: 305-460-5115  
 Email: [tdonigan@coralgables.com](mailto:tdonigan@coralgables.com)

#### D. City of Coral Springs

9500 West Sample Road  
 Coral Springs, FL 33065

Contact: Miguel Machuca  
Email: Mmachuca@coralsprings.org

Phone: 954-344-1101

E. Town of Davie

8800 SW 36<sup>th</sup> st  
Davie, FL 33314  
Contact: Gary Snelling  
Email: [Gsnelling@davie-fl.gov](mailto:Gsnelling@davie-fl.gov)

Phone: 954-797-1181

F. City of Delray Beach

100 NW 1<sup>st</sup> Ave  
Delray Beach, FL 33444  
Contact: Casetra Thompson  
Email: [thompsonc@mydelraybeach.com](mailto:thompsonc@mydelraybeach.com)

Phone: 561-243-7162

G. City of Fort Lauderdale

949 NW 38<sup>th</sup> Street  
Ft. Lauderdale, FL 33309  
Contact: Ruby Cuellar-Summa  
Email: [RubyC@fortlauderdale.gov](mailto:RubyC@fortlauderdale.gov)

Phone: 954-828-7726

H. City of Hallandale Beach

400 S federal Highway  
Hallandale Beach, FL 33009  
Contact: Rob Lowery  
Email: [rlowery@cohb.org](mailto:rlowery@cohb.org)

Phone: 954-457-3073

I. City of Hialeah

501 Palm Ave  
  
Hialeah, FL 33010  
  
Contact: Luis Suarez  
Email: [lasuarez@hialeah.gov](mailto:lasuarez@hialeah.gov)

Phone: 305-883-5988

J. Town of Hillsboro Beach

1210 Hillsboro Mile  
Hillsboro Beach, FL 33062  
Contact: Donna Rockfeld  
Email: [Drockfeld@townofhillsborobeach.com](mailto:Drockfeld@townofhillsborobeach.com)

Phone: 954-427-4011



K. City of Hollywood

1600 S Park rd  
Hollywood FL 33021  
Contact: Joshua Collazo  
Email: Jcollazo@Hollywoodfl.org

Phone: 954-921-0343

L. City of Margate

5790 Margate Blvd  
Margate, FL 33063  
Contact: Kelly McGilvray  
Email: purchase@margatefl.com

Phone: 954-935-5255

M. City of Miami Shores

10050 NE 2<sup>nd</sup> Ave  
Miami Shores, FL 33138  
Contact: Frank Ruiz  
Email: ruizfl@msvfl.gov

Phone: 305-795-2210

N. City of North Lauderdale

701 SW 71<sup>st</sup> Ave  
North Lauderdale, FL 33068  
Contact: Dan Mariano  
Email: dmariano@nlauderdale.org

Phone: 954-587-4734

O. City of Pembroke Pines

8301 S Palm Drive  
Pembroke Pines, FL 33025  
Contact: Steven Buckland  
Email: Sbuckland@ppines.com

Phone: 954-518-9107

P. City of Sunrise

10770 W Oakland Park Blvd  
Sunrise, FL 33351  
Contact: Holly Raphaelson  
Email: hraphaelson@sunrisefl.gov

Phone: 954-572-2202

Q. Village of Wellington

14001 Pierson Rd  
Wellington, FL 33414

Contact: Dennis Flaherty  
Email: dflaherty@wellingtonfl.gov

Phone: 561-644-1069

3.06 ESTIMATED **ANNUAL** QUANTITIES (Total for Co-Op)

1. Flasher Barricades, Type I	3497 DAY UNITS
2. Flasher Barricades, Type II	3717 DAY UNITS
3. Flasher Barricades, Type III	4566 DAY UNITS
4. Warning/Regulatory Signs	4786 DAY UNITS
5. Tripods	1251 DAY UNITS
6. Sign Stands	1770 DAY UNITS
7. Generator Powered Arrow Boards	1228 DAY UNITS
8. Cones	41800 DAY UNITS
9. Drums	9601 DAY UNITS
10. French Barricades	9395 DAY UNITS
11. Message Boards	5435 DAY UNITS
12. Traffic Barriers	25246 DAY UNITS
13. Vertical Panels	1237 DAY UNITS
14. Barrier (Caution)Tape (300' rolls)	930 ROLLS
15. M.O.T	1128 DAY UNITS

**Additional Set-up Services** – Provide pricing for each group of units on corresponding line items.

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
2. Site Visits – per visit

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

**3.07. 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.

**3.08. WARRANTY OF USAGE**

The quantities listed above and on the line items 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.

**3.09. 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.

**3.10. 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, 949 NW 38<sup>th</sup> Street, Oakland Park, FL 33309.

**3.11. 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.

**END OF SECTION**

**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.**

**NAME**

**RELATIONSHIPS**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

**CONTRACT PAYMENT METHOD**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Solicitation/Bid /Contract No: \_\_\_\_\_

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: \_\_\_\_\_

Authorized Company Person's Signature: \_\_\_\_\_

Authorized Company Person's Title: \_\_\_\_\_

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



**REFERENCES**

A minimum of three (3) references shall be provided. It is the responsibility of the Bidder/ Proposer to ensure that the information provided is accurate and current. The City may find your firm non-responsive for providing wrong and or outdated information. Additional references may be provided on a separate page.

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Year(s): \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Year(s): \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Year(s): \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may 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/>).

Company: (Legal Registration) \_\_\_\_\_ EIN (Optional): \_\_\_\_\_

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

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

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_ Email: \_\_\_\_\_

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): \_\_\_\_\_

Total Bid Discount (**section 1.05 of General Conditions**): \_\_\_\_\_

Check box if your firm qualifies for DBE (**section 1.09 of General Conditions**):

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

The below signatory 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/proposal. 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. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Executive Summary Report**

Of

**Event: 203-3 - Barricades and Equipment Rental (Co-Op)**

**Buyer:** STEFAN MOHAMMED

**Date Range:** 10/27/2023 04:00:00 PM - 11/28/2023 02:00:00 PM

**Suppliers Notified:** 41

**Notified Suppliers Responding:** 1

**All Suppliers Responding:** 3

**Suppliers Responding**

Supplier	Contact	Phone Number	E Mail	City	State Or Province	Total Bid Amount	Total Awarded	Response Attachment Exists
MOTPlans.com	Mark Meyers	9545600450	mark@motplans.com	Oakland Park	FL	730.42	0.00	No
All American Barricades, LLC	Alicia Garces	312-5100	ali@barricades.com	Fort Lauderdale	FL	665.61	0.00	No
RoadSafe Traffic Systems, Inc.	Teri Foskolos	305-633-3883	tfoskolos@roadsafetraffic.com	MIAMI	FL	1,566.65	0.00	Yes

**Event Lines And Responses**

Item	Description	Unit of Measure	Quantity
FLASHER BARRICADES TYPE I-	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 is for 1 day unit rental, However prior annual quantities estimated at 3497 day units. Prior quantities are not indicative of future usage of the Co-Op	DA	1.0000

**Responses**

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MOTPlans.com	1.0000	DA	0.01000000	0.00

continued...

**Responses**

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
All American Barricades, LLC	1.0000	DA	0.25000000	0.00
RoadSafe Traffic Systems, Inc.	1.0000	DA	0.50000000	0.00

Item	Description	Unit of Measure	Quantity
FLASHER BARRICADES TYPE II-	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 is for 1 day unit rental, However prior annual quantities estimated at 3717 day units. Prior quantities are not indicative of future usage of the Co-op.	DA	1.0000

**Responses**

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MOTPlans.com	1.0000	DA	0.50000000	0.00
All American Barricades, LLC	1.0000	DA	0.50000000	0.00
RoadSafe Traffic Systems, Inc.	1.0000	DA	0.75000000	0.00

Item	Description	Unit of Measure	Quantity
FLASHER BARRICADES TYPE III-	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 is for 1 day unit rental, However prior annual quantities estimated at 4566 day units. Prior quantities are not indicative of future usage by the Co-Op	DA	1.0000

**Responses**

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MOTPlans.com	1.0000	DA	0.50000000	0.00
All American Barricades, LLC	1.0000	DA	0.75000000	0.00

continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
RoadSafe Traffic Systems, Inc.	1.0000	DA	1.00000000	0.00

Item	Description	Unit of Measure	Quantity
WARNING & REGULATORY SIGNS-	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.	DA	1.0000
	Price is for 1 day unit rental, However prior annual quantities estimated at 4786 day units. Prior quantities are not indicative of future usage of the Co-Op.		

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MOTPlans.com	1.0000	DA	0.75000000	0.00
All American Barricades, LLC	1.0000	DA	0.75000000	0.00
RoadSafe Traffic Systems, Inc.	1.0000	DA	2.00000000	0.00

continued...

Item	Description	Unit of Measure	Quantity
TRIPOD STANDS-	Will hold small to medium sized signs and shall be approximately 3 feet high.	DA	1.0000
	Price is for 1 day unit rental, However prior annual quantities estimated at 1251 day units. Prior quantities are not indicative of future usage of the Co-Op.		

**Responses**

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MOTPlans.com	1.0000	DA	0.01000000	0.00
All American Barricades, LLC	1.0000	DA	0.01000000	0.00
RoadSafe Traffic Systems, Inc.	1.0000	DA	1.00000000	0.00

Item	Description	Unit of Measure	Quantity
SIGN STANDS-	Will hold medium to large sized signs and shall be approximately 6 feet high.	DA	1.0000
	Price is for 1 day unit rental, However prior annual quantities estimated at 1770 day units. Prior quantities are not indicative of future usage by the co-op.		

**Responses**

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MOTPlans.com	1.0000	DA	0.25000000	0.00
All American Barricades, LLC	1.0000	DA	0.25000000	0.00
RoadSafe Traffic Systems, Inc.	1.0000	DA	0.50000000	0.00

continued...

Item	Description	Unit of Measure	Quantity
ARROW BOARDS GENERATOR POWER-	<p>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.</p> <p>Price is for 1 day unit rental, However prior annual quantities estimated at 1228 day units. Prior quantities are not indicative of future usage.</p>	DA	1.0000

**Responses**

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MOTPlans.com	1.0000	DA	20.00000000	0.00
All American Barricades, LLC	1.0000	DA	25.00000000	0.00
RoadSafe Traffic Systems, Inc.	1.0000	DA	23.00000000	0.00

Item	Description	Unit of Measure	Quantity
TRAFFIC CONES 36 INCH-	<p>36" with reflective collar. Red/orange or bright fluorescent orange molded PVC, minimum weight 8 lbs.</p> <p>Price is for 1 day unit rental, However prior annual quantities estimated at 41800 day units. Prior quantities are not indicative of future usage by the Co-Op.</p>	DA	1.0000

continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MOTPlans.com	1.0000	DA	0.75000000	0.00
All American Barricades, LLC	1.0000	DA	1.00000000	0.00
RoadSafe Traffic Systems, Inc.	1.0000	DA	0.75000000	0.00

Item	Description	Unit of Measure	Quantity
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.	DA	1.0000
	Price is for 1 day unit rental, However prior annual quantities estimated at 9601 day units. Prior quantities are not indicative of future usage by the Co-op.		

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MOTPlans.com	1.0000	DA	0.40000000	0.00
All American Barricades, LLC	1.0000	DA	0.35000000	0.00
RoadSafe Traffic Systems, Inc.	1.0000	DA	0.65000000	0.00



continued...

Item	Description	Unit of Measure	Quantity
FRENCH BARRICADES-	Interlocking steel barriers approximately 7'3" long x 3' 5-3/8" high x 1" tube diameter. Barco model CCB1461 or equal.  Price is for 1 day unit rental, However prior annual quantities estimated at 9395 day units. Prior quantities are not indicative of future usage.	DA	1.0000

**Responses**

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MOTPlans.com	1.0000	DA	4.00000000	0.00
All American Barricades, LLC	1.0000	DA	3.00000000	0.00
RoadSafe Traffic Systems, Inc.	1.0000	DA	4.00000000	0.00

Item	Description	Unit of Measure	Quantity
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.  Price is for 1 day unit rental, However prior annual quantities estimated at 5435 day units. Prior quantities are not indicative of future usage.	DA	1.0000

**Responses**

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MOTPlans.com	1.0000	DA	30.00000000	0.00

continued...

**Responses**

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
All American Barricades, LLC	1.0000	DA	35.00000000	0.00
RoadSafe Traffic Systems, Inc.	1.0000	DA	75.00000000	0.00

Item	Description	Unit of Measure	Quantity
TRAFFIC BARRIERS-	<p>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 AA" lights furnished and installed (FDOT #99-71023-11).</p> <p>Price is for 1 day unit rental, However prior annual quantities estimated at 25246 day units. Prior quantities are not indicative of future usage.</p>	DA	1.0000

**Responses**

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MOTPlans.com	1.0000	DA	4.00000000	0.00
All American Barricades, LLC	1.0000	DA	4.00000000	0.00
RoadSafe Traffic Systems, Inc.	1.0000	DA	4.00000000	0.00

Item	Description	Unit of Measure	Quantity
VERTICAL PANELS-	<p>Temporary, Type V.P., with type AA" lights, FDOT #102-74-1, 36" X 12".</p> <p>Price is for 1 day unit rental, However prior annual quantities estimated at 1237 day units. Prior quantities are not indicative of future usage.</p>	DA	1.0000

continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MOTPlans.com	1.0000	DA	0.25000000	0.00
All American Barricades, LLC	1.0000	DA	0.25000000	0.00
RoadSafe Traffic Systems, Inc.	1.0000	DA	0.50000000	0.00

Item	Description	Unit of Measure	Quantity
BARRIER (CAUTION) TAPE (300'ROLL-	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.	DA	1.0000

Price is for 1 roll, However prior annual quantities estimated at 930 rolls. Prior quantities are not indicative of future usage.

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MOTPlans.com	1.0000	DA	3.00000000	0.00
All American Barricades, LLC	1.0000	DA	2.50000000	0.00
RoadSafe Traffic Systems, Inc.	1.0000	DA	8.00000000	0.00

continued...

Item	Description	Unit of Measure	Quantity
OPTIONAL SET UP SERVICE, FLASHER-	<p>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.</p> <p>Price is for 1 set up, However prior annual quantities estimated at 200 set ups. Prior quantities are not indicative of future usage by the Co-Op</p>	LO	1.0000

**Responses**

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MOTPlans.com	1.0000	LO	30.00000000	0.00
All American Barricades, LLC	1.0000	LO	30.00000000	0.00
RoadSafe Traffic Systems, Inc.	1.0000	LO	75.00000000	0.00

Item	Description	Unit of Measure	Quantity
21-50 OPTIONAL SET UP SERVICE-	<p>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.</p> <p>Price is for 1 set up, However prior annual quantities estimated at 150 set ups. Prior quantities are not indicative of future usage</p>	LO	1.0000

continued...

**Responses**

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MOTPlans.com	1.0000	LO	35.00000000	0.00
All American Barricades, LLC	1.0000	LO	35.00000000	0.00
RoadSafe Traffic Systems, Inc.	1.0000	LO	100.00000000	0.00

Item	Description	Unit of Measure	Quantity
51-100 OPTIONAL SET UP SERVICE-	<p>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.</p> <p>Price is for 1 set up, However prior annual quantities estimated at 75 set ups. Prior quantities are not indicative of future usage.</p>	LO	1.0000

**Responses**

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MOTPlans.com	1.0000	LO	40.00000000	0.00
All American Barricades, LLC	1.0000	LO	40.00000000	0.00
RoadSafe Traffic Systems, Inc.	1.0000	LO	150.00000000	0.00

continued...

Item	Description	Unit of Measure	Quantity
100-OPTIONAL SET UP SERVICE-	<p>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.</p> <p>Price is for 1 set up, However prior annual quantities estimated at 50 set ups. Prior quantities are not indicative of future usage.</p>	LO	1.0000

**Responses**

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MOTPlans.com	1.0000	LO	30.00000000	0.00
All American Barricades, LLC	1.0000	LO	100.00000000	0.00
RoadSafe Traffic Systems, Inc.	1.0000	LO	200.00000000	0.00

Item	Description	Unit of Measure	Quantity
1-10 OPTIONAL SET UP-SIGNS-	<p>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.</p> <p>Price is for 1 set up, However prior annual quantities estimated at 50 set ups. Prior quantities are not indicative of future usage .</p>	LO	1.0000

continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MOTPlans.com	1.0000	LO	30.00000000	0.00
All American Barricades, LLC	1.0000	LO	30.00000000	0.00
RoadSafe Traffic Systems, Inc.	1.0000	LO	75.00000000	0.00

Item	Description	Unit of Measure	Quantity
10-OPTIONAL SET UP SIGNS-	<p>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.</p> <p>Price is for 1 set up, However prior annual quantities estimated at 25 set ups. Prior quantities are not indicative of future usage.</p>	LO	1.0000

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MOTPlans.com	1.0000	LO	30.00000000	0.00
All American Barricades, LLC	1.0000	LO	25.00000000	0.00
RoadSafe Traffic Systems, Inc.	1.0000	LO	120.00000000	0.00

continued...

Item	Description	Unit of Measure	Quantity
LANE CLOSURE-	<p>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.</p> <p>Price is for 1 set up, However prior annual quantities estimated at 10 set ups. Prior quantities are not indicative of future usage</p>	JA	1.0000

**Responses**

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MOTPlans.com	1.0000	JA	300.00000000	0.00
All American Barricades, LLC	1.0000	JA	250.00000000	0.00
RoadSafe Traffic Systems, Inc.	1.0000	JA	250.00000000	0.00

Item	Description	Unit of Measure	Quantity
OPTIONAL SERVICES, MOT DRAWINGS-	<p>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.</p> <p>Price is for 1 MOT Drawing/Permit, However prior annual quantities estimated at 200 drawings/permits. Prior quantities are not indicative of future usage.</p>	EA	1.0000



continued...

**Responses**

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MOTPlans.com	1.0000	EA	25.00000000	0.00
All American Barricades, LLC	1.0000	EA	50.00000000	0.00
RoadSafe Traffic Systems, Inc.	1.0000	EA	250.00000000	0.00

Item	Description	Unit of Measure	Quantity
OPTIONAL SERVICES, SITE VISIT-	<p>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.</p> <p>Price is for 1 visit, However prior annual quantities estimated at 25 visits. Prior quantities are not indicative of future usage.</p>	EA	1.0000

**Responses**

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MOTPlans.com	1.0000	EA	1.00000000	0.00
All American Barricades, LLC	1.0000	EA	25.00000000	0.00
RoadSafe Traffic Systems, Inc.	1.0000	EA	100.00000000	0.00

continued...

Item	Description	Unit of Measure	Quantity
TEMP FENCE PANELS-	Temp Fence panels (6'H X 10'W)	EA	1.0000
	Price is for 1 visit, However prior annual quantities estimated at 150 panels. Prior quantities are not indicative of future usage by the Co-op.		

**Responses**

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
MOTPlans.com	1.0000	EA	145.00000000	0.00
All American Barricades, LLC	1.0000	EA	7.00000000	0.00
RoadSafe Traffic Systems, Inc.	1.0000	EA	125.00000000	0.00

**Header Questions And Responses**

QUESTION

Did you complete the attached required forms?

**Question Responses**

Supplier	Response	Has Attachment
MOTPlans.com	Yes-yes filled out and attached	Yes
All American Barricades, LLC	Yes-Yes, Event 203 is completed	Yes
RoadSafe Traffic Systems, Inc.	Yes-YES	Yes

QUESTION

Are you located within a 50 mile radius of zip code 33309?  
Please provide full address.

**Question Responses**

Supplier	Response	Has Attachment
MOTPlans.com	Yes-Yes we are in 33334	No

continued...

### Question Responses

Supplier	Response	Has Attachment
All American Barricades, LLC	Yes-Yes, we are located in Ft. Lauderdale 33317	No
RoadSafe Traffic Systems, Inc.	Yes-3570 NW 62ND STREET, MIAMI, FL 33147	No

#### QUESTION

Does your company offer additional percentage off for either large quantity rental or long-term rental?

If yes, please provide the items/ time frame needed and the discount percentage off the daily rate.

### Question Responses

Supplier	Response	Has Attachment
MOTPlans.com	No-No additional percentage off	No
All American Barricades, LLC	Yes-Yes, we offer 2% discount on long term rental. Minimum of 30 days. All traffic control equipment	Yes
RoadSafe Traffic Systems, Inc.	No-NO	No

#### Contacts

Name	Email
STEFAN MOHAMMED	smohammed@fortlauderdale.gov

#### Q And A

Supplier	Question	Answer
MOTPlans.com	Will the bid tabulation be on estimated annual quantities or simply 1 of each item added up?	1 of each added up

continued...

Supplier	Question	Answer
Bob's Barricades, Inc.	<p>Bid tabs from the last contract awarded 25 random work orders with corresponding invoices from 2023 Dollar amount of revenue generated by each year for each of the contracted years Can you not bid on an item &amp; be responsive</p>	<p>Attached are a couple random invoices. The City of Fort Lauderdale has spent on average \$510,000 annually and over \$2 million since August 2019, the start of the current contract. This is a co-op contract and does not include the spend for the other municipalities with the south Florida nign chapter that utilize this contract.</p>
MOTPlans.com	<p>Temp Fence Panels is a new item and not something that is necessarily MOT related. What is the intent of this line item? Is there an estimate on how many panels would be needed for a typical job and how long a typical job lasts?</p>	<p>Unable to obtain a response from the one entity requesting this item. As a result, this item would be considered optional and also be removed when calculating bid totals.</p>



**Response For Supplier: All American Barricades, LLC**

**Event # :** 203-3

**Name:** Barricades and Equipment Rental (Co-Op)

**Description:** The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide rental of Barricades and equipment for the City and the Co-Op, in accordance with the terms, conditions, and specifications contained in this Invitation for Bid (IFB).  
This is a 2-year contract with 2 annual renewals.

Bidders must be within a 50-mile radius from the zip code 33309.

Date created: November 14,  
2023 11:51:51 AM EST

Preview date:

Open date: October 27, 2023  
4:00:00 PM EDT

Close date: November 28,  
2023 2:00:00 PM EST

Date submitted: November 15,  
2023 11:27:54 AM EST

Q & A open date: October 27,  
2023 5:00:00 PM EDT

Q & A close date: November  
27, 2023 5:00:00 PM EST

Dispute close date:

**Responded To:** 24 Out of 24 Lines

**Total Bid Amount:** 665.61 **Response Currency:** USD

**Question Responses**

Question	Answer	Attachment
Did you complete the attached required forms?	Yes-Yes, Event 203 is completed	Document_2023-11-15_111010.pdf
Are you located within a 50 mile radius of zip code 33309? Please provide full address.	Yes-Yes, we are located in Ft. Lauderdale 33317	
Does your company offer additional percentage off for either large quantity rental or long-term rental?  If yes, please provide the items/ time frame needed and the discount percentage off the daily rate.	Yes-Yes, we offer 2% discount on long term rental. Minimum of 30 days. All traffic control equipment	Event 203.pdf

# Event # 203-3: Barricades and Equipment Rental (Co-Op)

## Line Responses

### Line 1: FLASHER BARRICADES TYPE I

**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 is for 1 day unit rental, However prior annual quantities estimated at 3497 day units. Prior quantities are not indicative of future usage of the Co-Op

**Item:** FLASHER BARRICADES TYPE I FLASHER BARRICADES TYPE I

**Long Item 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 is for 1 day unit rental, However prior annual quantities estimated at 3497 day units. Prior quantities are not indicative of future usage of the Co-Op

**Commodity Code:** 985-73 Signs, Message Boards and Centers, etc., Rental or Lease

**Quantity:** 1.0000

**Unit of Measure:** DA

**Bid Quantity:** 1.0000

**Unit Price:** 0.2500

**Extended Amount:** 0.25

**No Charge:** No

**No Bid:** No

### Line 2: FLASHER BARRICADES TYPE II

**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 is for 1 day unit rental, However prior annual quantities estimated at 3717 day units. Prior quantities are not indicative of future usage of the Co-op.

**Item:** FLASHER BARRICADES TYPE II FLASHER BARRICADES TYPE II

**Long Item 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 is for 1 day unit rental, However prior annual quantities estimated at 3717 day units. Prior quantities are not indicative of future usage of the Co-op.

**Commodity Code:** 985-73 Signs, Message Boards and Centers, etc., Rental or Lease

**Quantity:** 1.0000

**Unit of Measure:** DA

## Event # 203-3: Barricades and Equipment Rental (Co-Op)

**Bid Quantity:** 1.0000

**Unit Price:** 0.5000

**Extended Amount:** 0.50

**No Charge:** No

**No Bid:** No

### Line 3: FLASHER BARRICADES TYPE III

**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 is for 1 day unit rental, However prior annual quantities estimated at 4566 day units. Prior quantities are not indicative of future usage by the Co-Op

**Item:** FLASHER BARRICADES TYPE III FLASHER BARRICADES TYPE III

**Long Item 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 is for 1 day unit rental, However prior annual quantities estimated at 4566 day units. Prior quantities are not indicative of future usage by the Co-Op

**Commodity Code:** 985-73 Signs, Message Boards and Centers, etc., Rental or Lease

**Quantity:** 1.0000

**Unit of Measure:** DA

**Bid Quantity:** 1.0000

**Unit Price:** 0.7500

**Extended Amount:** 0.75

**No Charge:** No

**No Bid:** No

### Line 4: WARNING & REGULATORY SIGNS

**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 Lane Ends 9. Road Closed Local Traffic Only.

Price is for 1 day unit rental, However prior annual quantities estimated at 4786 day units. Prior quantities are not indicative of future usage of the Co-Op.

**Item:** WARNING & REGULATORY SIGNS WARNING & REGULATORY SIGNS

**Long Item 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

## Event # 203-3: Barricades and Equipment Rental (Co-Op)

1000 feet. 3. Road Construction.

**Commodity Code:** 968-84 Traffic Control Services (To Include Placement and Removal o

**Quantity:** 1.0000

**Unit of Measure:** DA

**Bid Quantity:** 1.0000

**Unit Price:** 0.7500

**Extended Amount:** 0.75

**No Charge:** No

**No Bid:** No

### Line 5: TRIPOD STANDS

**Description:** Will hold small to medium sized signs and shall be approximately 3 feet high.

Price is for 1 day unit rental, However prior annual quantities estimated at 1251 day units. Prior quantities are not indicative of future usage of the Co-Op.

**Item:** TRIPOD STANDS TRIPOD STANDS

**Long Item Description:** Will hold small to medium sized signs and shall be approximately 3 feet high.

Price is for 1 day unit rental, However prior annual quantities estimated at 1251 day units. Prior quantities are not indicative of future usage of the Co-Op.

**Commodity Code:** 968-84 Traffic Control Services (To Include Placement and Removal o

**Quantity:** 1.0000

**Unit of Measure:** DA

**Bid Quantity:** 1.0000

**Unit Price:** 0.0100

**Extended Amount:** 0.01

**No Charge:** No

**No Bid:** No

### Line 6: SIGN STANDS

**Description:** Will hold medium to large sized signs and shall be approximately 6 feet high.

Price is for 1 day unit rental, However prior annual quantities estimated at 1770 day units. Prior quantities are not indicative of future usage by the co-op.

**Item:** SIGN STANDS SIGN STANDS

**Long Item Description:** Will hold medium to large sized signs and shall be approximately 6 feet high.



# Event # 203-3: Barricades and Equipment Rental (Co-Op)

Price is for 1 day unit rental, However prior annual quantities estimated at 1770 day units. Prior quantities are not indicative of future usage.

**Commodity Code:** 985-73 Signs, Message Boards and Centers, etc., Rental or Lease

**Quantity:** 1.0000 **Unit of Measure:** DA

**Bid Quantity:** 1.0000

**Unit Price:** 0.2500

**Extended Amount:** 0.25

**No Charge:** No

**No Bid:** No

## Line 7: ARROW BOARDS GENERATOR POWER

**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 is for 1 day unit rental, However prior annual quantities estimated at 1228 day units. Prior quantities are not indicative of future usage.

**Item:** ARROW BOARDS GENERATOR POWER ARROW BOARDS GENERATOR POWER

**Long Item 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.

**Commodity Code:** 968-84 Traffic Control Services (To Include Placement and Removal o

**Quantity:** 1.0000 **Unit of Measure:** DA

**Bid Quantity:** 1.0000

**Unit Price:** 25.0000

**Extended Amount:** 25.00

**No Charge:** No

**No Bid:** No

## Line 8: TRAFFIC CONES 36 INCH

**Description:** 36" with reflective collar. Red/orange or bright fluorescent orange molded PVC, minimum weight 8 lbs.

Price is for 1 day unit rental, However prior annual quantities estimated at 41800 day units. Prior quantities are not indicative of future usage by the Co-Op.

## Event # 203-3: Barricades and Equipment Rental (Co-Op)

**Item:** TRAFFIC CONES 36 INCH TRAFFIC CONES 36 INCH

**Long Item Description:** 36" with reflective collar. Red/orange or bright fluorescent orange molded PVC, minimum weight 8 lbs.

Price is for 1 day unit rental, However prior annual quantities estimated at 41800 day units. Prior quantities are not indicative of future usage.

**Commodity Code:** 985-73 Signs, Message Boards and Centers, etc., Rental or Lease

**Quantity:** 1.0000

**Unit of Measure:** DA

**Bid Quantity:** 1.0000

**Unit Price:** 1.0000

**Extended Amount:** 1.00

**No Charge:** No

**No Bid:** No

### Line 9: DRUMS

**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 is for 1 day unit rental, However prior annual quantities estimated at 9601 day units. Prior quantities are not indicative of future usage by the Co-op.

**Item:** DRUMS DRUMS

**Commodity Code:** 985-73 Signs, Message Boards and Centers, etc., Rental or Lease

**Quantity:** 1.0000

**Unit of Measure:** DA

**Bid Quantity:** 1.0000

**Unit Price:** 0.3500

**Extended Amount:** 0.35

**No Charge:** No

**No Bid:** No

### Line 10: FRENCH BARRICADES

**Description:** Interlocking steel barriers approximately 7'3" long x 3' 5-3/8" high x 1" tube diameter. Barco model CCB1461 or equal.

## Event # 203-3: Barricades and Equipment Rental (Co-Op)

Price is for 1 day unit rental, However prior annual quantities estimated at 9395 day units. Prior quantities are not indicative of future usage.

**Item:** FRENCH BARRICADES FRENCH BARRICADES

**Long Item Description:** Interlocking steel barriers approximately 7'3" long x 3' 5-3/8" high x 1" tube diameter. Barco model CCB1461 or equal.

Price is for 1 day unit rental, However prior annual quantities estimated at 9395 day units. Prior quantities are not indicative of future usage.

**Commodity Code:** 968-84 Traffic Control Services (To Include Placement and Removal o

**Quantity:** 1.0000

**Unit of Measure:** DA

**Bid Quantity:** 1.0000

**Unit Price:** 3.0000

**Extended Amount:** 3.00

**No Charge:** No

**No Bid:** No

### Line 11: MESSAGE BOARDS

**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 is for 1 day unit rental, However prior annual quantities estimated at 5435 day units. Prior quantities are not indicative of future usage.

**Item:** MESSAGE BOARDS MESSAGE BOARDS

**Long Item 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 specific

**Commodity Code:** 985-73 Signs, Message Boards and Centers, etc., Rental or Lease

**Quantity:** 1.0000

**Unit of Measure:** DA

**Bid Quantity:** 1.0000

**Unit Price:** 35.0000

**Extended Amount:** 35.00

**No Charge:** No

**No Bid:** No

Event # 203-3: Barricades and Equipment Rental (Co-Op)

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**Line 12: TRAFFIC BARRIERS**

**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 AA" lights furnished and installed (FDOT #99-71023-11).

Price is for 1 day unit rental, However prior annual quantities estimated at 25246 day units. Prior quantities are not indicative of future usage.

**Item:** TRAFFIC BARRIERS TRAFFIC BARRIERS

**Long Item 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 AA" lights furnished and installed (FDOT #99-71023-11).

Price is for 1 day unit rental, However prior annual quantities estimated at 25246 day units.

**Commodity Code:** 968-84 Traffic Control Services (To Include Placement and Removal o

**Quantity:** 1.0000 **Unit of Measure:** DA

**Bid Quantity:** 1.0000

**Unit Price:** 4.0000

**Extended Amount:** 4.00

**No Charge:** No

**No Bid:** No

**Line 13: VERTICAL PANELS**

**Description:** Temporary, Type V.P., with type AA" lights, FDOT #102-74-1, 36" X 12".

Price is for 1 day unit rental, However prior annual quantities estimated at 1237 day units. Prior quantities are not indicative of future usage.

**Item:** VERTICAL PANELS VERTICAL PANELS

**Long Item Description:** Temporary, Type V.P., with type AA" lights, FDOT #102-74-1, 36" X 12".

Price is for 1 day unit rental, However prior annual quantities estimated at 1237 day units. Prior quantities are not indicative of future usage.

**Commodity Code:** 985-73 Signs, Message Boards and Centers, etc., Rental or Lease

## Event # 203-3: Barricades and Equipment Rental (Co-Op)

**Quantity:** 1.0000

**Unit of Measure:** DA

**Bid Quantity:** 1.0000

**Unit Price:** 0.2500

**Extended Amount:** 0.25

**No Charge:** No

**No Bid:** No

### Line 14: BARRIER (CAUTION) TAPE (300'ROLLS)

**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 is for 1 roll, However prior annual quantities estimated at 930 rolls. Prior quantities are not indicative of future usage.

**Item:** BARRIER (CAUTION) TAPE (300'ROLL) BARRIER (CAUTION) TAPE (300'ROLLS)

**Long Item 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 is for 1 roll, However prior annual quantities estimated at 930 rolls. Prior quantities are not indicative of future usage.

**Commodity Code:** 968-84 Traffic Control Services (To Include Placement and Removal o

**Quantity:** 1.0000

**Unit of Measure:** DA

**Bid Quantity:** 1.0000

**Unit Price:** 2.5000

**Extended Amount:** 2.50

**No Charge:** No

**No Bid:** No

### Line 15: OPTIONAL SET UP SERVICE, FLASHER BARRICADES 1-20

**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.

Price is for 1 set up, However prior annual quantities estimated at 200 set ups. Prior quantities are not indicative of future usage by the Co-Op

Event # 203-3: Barricades and Equipment Rental (Co-Op)

**Item:** OPTIONAL SET UP SERVICE, FLASHER    OPTIONAL SET UP SERVICE, FLASHER BARRICADES 1-20

**Long Item 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.

**Commodity Code:** 985-73    Signs, Message Boards and Centers, etc., Rental or Lease

**Quantity:** 1.0000                      **Unit of Measure:** LO

**Bid Quantity:** 1.0000

**Unit Price:** 30.0000

**Extended Amount:** 30.00

**No Charge:** No

**No Bid:** No

**Line 16: OPTIONAL SET UP SERVICE, FLASHER BARRICADES 21-50**

**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 21 to 50 flasher barricades.

Price is for 1 set up, However prior annual quantities estimated at 150 set ups. Prior quantities are not indicative of future usage

**Item:** 21-50 OPTIONAL SET UP SERVICE    OPTIONAL SET UP SERVICE, FLASHER BARRICADES 21-50

**Long Item 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.

**Commodity Code:** 985-73    Signs, Message Boards and Centers, etc., Rental or Lease

**Quantity:** 1.0000                      **Unit of Measure:** LO

**Bid Quantity:** 1.0000

**Unit Price:** 35.0000

**Extended Amount:** 35.00

**No Charge:** No

**No Bid:** No

**Line 17: OPTIONAL SET UP SERVICE, FLASHER BARRICADES 51-100**

**Description:** Normally, the rental items requested in 1 through 13 above will be delivered to a stated site and set-up by

## Event # 203-3: Barricades and Equipment Rental (Co-Op)

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.

Price is for 1 set up, However prior annual quantities estimated at 75 set ups. Prior quantities are not indicative of future usage.

**Item:** 51-100 OPTIONAL SET UP SERVICE    OPTIONAL SET UP SERVICE, FLASHER BARRICADES 51-100

**Long Item 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.

**Commodity Code:** 985-73    Signs, Message Boards and Centers, etc., Rental or Lease

**Quantity:** 1.0000

**Unit of Measure:** LO

**Bid Quantity:** 1.0000

**Unit Price:** 40.0000

**Extended Amount:** 40.00

**No Charge:** No

**No Bid:** No

### Line 18: OPTIONAL SET UP SERVICE, FLASHER BARRICADES OVER 100

**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.

Price is for 1 set up, However prior annual quantities estimated at 50 set ups. Prior quantities are not indicative of future usage.

**Item:** 100-OPTIONAL SET UP SERVICE    OPTIONAL SET UP SERVICE, FLASHER BARRICADES OVER 100

**Long Item 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.

**Commodity Code:** 985-73    Signs, Message Boards and Centers, etc., Rental or Lease

**Quantity:** 1.0000

**Unit of Measure:** LO

Event # 203-3: Barricades and Equipment Rental (Co-Op)

**Bid Quantity:** 1.0000

**Unit Price:** 100.0000

**Extended Amount:** 100.00

**No Charge:** No

**No Bid:** No

**Line 19: OPTIONAL SET UP SERVICES, SIGNS 1-10**

**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 one lot of from 1 to 10 signs.

Price is for 1 set up, However prior annual quantities estimated at 50 set ups. Prior quantities are not indicative of future usage .

**Item:** 1-10 OPTIONAL SET UP-SIGNS 1-10 OPTIONAL SET UP-SIGNS

**Long Item 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.

**Commodity Code:** 985-73 Signs, Message Boards and Centers, etc., Rental or Lease

**Quantity:** 1.0000

**Unit of Measure:** LO

**Bid Quantity:** 1.0000

**Unit Price:** 30.0000

**Extended Amount:** 30.00

**No Charge:** No

**No Bid:** No

**Line 20: OPTIONAL SET UP SERVICES, SIGNS OVER 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 one lot of over 10 signs.

Price is for 1 set up, However prior annual quantities estimated at 25 set ups. Prior quantities are not indicative of future usage.

**Item:** 10-OPTIONAL SET UP SIGNS OPTIONAL SET UP SERVICES, SIGNS OVER 10

**Long Item 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-



## Event # 203-3: Barricades and Equipment Rental (Co-Op)

up this equipment. The bidder shall quote a firm fixed price for setting up one lot of over 10 signs.

**Commodity Code:** 985-73 Signs, Message Boards and Centers, etc., Rental or Lease

**Quantity:** 1.0000

**Unit of Measure:** LO

**Bid Quantity:** 1.0000

**Unit Price:** 25.0000

**Extended Amount:** 25.00

**No Charge:** No

**No Bid:** No

### Line 21: LANE CLOSURE

**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.

Price is for 1 set up, However prior annual quantities estimated at 10 set ups. Prior quantities are not indicative of future usage.

**Item:** LANE CLOSURE LANE CLOSURE

**Long Item 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.

**Commodity Code:** 968-84 Traffic Control Services (To Include Placement and Removal o

**Quantity:** 1.0000

**Unit of Measure:** JA

**Bid Quantity:** 1.0000

**Unit Price:** 250.0000

**Extended Amount:** 250.00

**No Charge:** No

**No Bid:** No

### Line 22: OPTIONAL SERVICES, MOT DRAWINGS/PERMIT

**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.

Price is for 1 MOT Drawing/Permit, However prior annual quantities estimated at 200 drawings/permits. Prior quantities are not indicative of future usage.

Event # 203-3: Barricades and Equipment Rental (Co-Op)

**Item:** OPTIONAL SERVICES, MOT DRAWINGS    OPTIONAL SERVICES, MOT DRAWINGS/PERMIT

**Long Item 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.

Price is for 1 MOT Drawing/Permit, However prior annual quantities estimated at 200 drawings/permits. Prior quantities are not indicative of

**Commodity Code:** 968-84    Traffic Control Services (To Include Placement and Removal o

**Quantity:** 1.0000                      **Unit of Measure:** EA

**Bid Quantity:** 1.0000

**Unit Price:** 50.0000

**Extended Amount:** 50.00

**No Charge:** No

**No Bid:** No

**Line 23: OPTIONAL SERVICES, SITE VISIT**

**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.

Price is for 1 visit, However prior annual quantities estimated at 25 visits. Prior quantities are not indicative of future usage.

**Item:** OPTIONAL SERVICES, SITE VISIT    OPTIONAL SERVICES, SITE VISIT

**Long Item 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

**Commodity Code:** 968-84    Traffic Control Services (To Include Placement and Removal o

**Quantity:** 1.0000                      **Unit of Measure:** EA

**Bid Quantity:** 1.0000

**Unit Price:** 25.0000

**Extended Amount:** 25.00

**No Charge:** No

**No Bid:** No

Event # 203-3: Barricades and Equipment Rental (Co-Op)

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**Line 24: TEMP FENCE PANELS**

**Description:** Temp Fence panels (6'H X 10'W)

Price is for 1 visit, However prior annual quantities estimated at 150 panels. Prior quantities are not indicative of future usage by the Co-op.

**Item:** TEMP FENCE PANELS    TEMP FENCE PANELS

**Long Item Description:** 17.Temp Fence panels (6'H X 10'W)

**Commodity Code:** 985-73    Signs, Message Boards and Centers, etc., Rental or Lease

**Quantity:** 1.0000                      **Unit of Measure:** EA

**Bid Quantity:** 1.0000

**Unit Price:** 7.0000

**Extended Amount:** 7.00

**No Charge:** No

**No Bid:** No



**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,

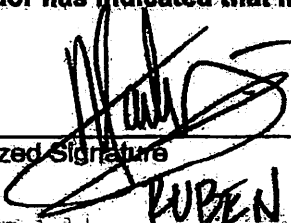
3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

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>
N/A	N/A

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.

  
 \_\_\_\_\_  
 Authorized Signature  
 RUBEN SANTOS  
 \_\_\_\_\_  
 Name (Printed)

PRESIDENT  
 \_\_\_\_\_  
 Title  
 11/14/23  
 \_\_\_\_\_  
 Date



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature

*[Handwritten Signature]*  
11/14/23

Print Name and Title

RUBEN SANTOS / PRESIDENT

Date



**CONTRACT PAYMENT METHOD**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

ALL AMERICAN BARRICADES

Company Name

RUBEN SANTOS

Name (Printed)

PRESIDENT

Title

Signature

11/14/23

Date



**E-VERIFY AFFIRMATION STATEMENT**

Solicitation/Bid /Contract No: EVENT # 203

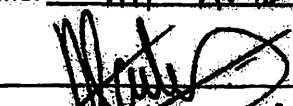
Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: ALL AMERICAN BARRICADES

Authorized Company Person's Signature: 

Authorized Company Person's Title: PRESIDENT

Date: 11/14/23



## REFERENCES

A minimum of three (3) references shall be provided. It is the responsibility of the Bidder/ Proposer to ensure that the information provided is accurate and current. The City may find your firm non-responsive for providing wrong and or outdated information. Additional references may be provided on a separate page.

**Company Name:** Miami Dade County EVN0000381  
**Address:** 111 NW 1ST Street - Suite 1300 Miami FL 33128  
**Contact Person:** Debra Butler  
**Title:** Procurement Contracting Officer  
**Phone #:** (305) 375-5289  
**Email:** debra.butler@miamidade.gov  
**Contract Value:** 1,625,884.00  
**Year(s):** 5 years  
**Description:** Rental of Barricades, Signs, and Arrow Boards, Rental of Yodock Barrier

**Company Name:** City of Miami Beach ITB 2020-027-DF  
**Address:** 1755 Meridian Ave, 3rd Floor Miami Beach FL 33139  
**Contact Person:** Danny Flores  
**Title:** Contract Manager  
**Phone #:** 305-673-7000, Ext 26852  
**Email:** dannyflores@miamibeachfl.gov  
**Contract Value:** 190,338.00  
**Year(s):** 3 years & 1 year Renewal  
**Description:** FOR THE RENTAL OF BARRICADES AND RELATED TRAFFIC CONTROL EQUIPMENT

**Company Name:** City of Miami  
**Address:** 444 SW 2nd Avenue, 6th Floor Miami, Florida 33130  
**Contact Person:** Lima, Cristiane  
**Title:** Contracting Officer  
**Phone #:** (305) 400-5009  
**Email:** clima@miamigov.com  
**Contract Value:** 225,000  
**Year(s):** 3 years & 2 year Renewal  
**Description:** BARRICADE AND FLASHER RENTAL



**CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may 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/>).

Company: (Legal Registration) AL AMERICAN BARRICADES EIN (Optional): \_\_\_\_\_

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

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

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_ Email: \_\_\_\_\_

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 1-DAYS

Total Bid Discount (section 1.05 of General Conditions): \_\_\_\_\_

Check box if your firm qualifies for DBE (section 1.09 of General Conditions):


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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

The below signatory 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/proposal. 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. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:  
RUBEN SANTOS  
 Name (printed)  
11/14/23  
 Date

  
 Signature  
PRESIDENT  
 Title