

ITB# 21-08-01

TOWN LAUDERDALE-BY-THE-SEA
4501 OCEAN DRIVE •LAUDERDALE-BY-THE-SEA, FL 33308
(954) 640 4200 • FAX (954) 533-9546 tedraa@lbts-fl.gov

- 1. PURPOSE:** All interested parties are hereby notified that Lauderdale-By-The-Sea (the "Town") is accepting sealed bids for the fabrication, delivery, and replacement of 35 wayfinding sign panels and 35 decals on current signposts (the "Project"). The Project consists of all labor, materials and equipment necessary for the creation, fabrication, and delivery described herein and more particularly described in the Scope of Work Specifications section of this Invitation to Bid (the "Work"). Bids (which are referred to herein as "bids" or "proposals") shall be evaluated on a total base bid. The term "Bidder" is used herein to refer to any person or entity submitting a bid to the Town.
- 2. INQUIRIES:** The TOWN will not respond to oral inquiries. Bidders may email (to tedraa@lbts-fl.gov) or fax written inquiries for interpretation of this ITB to the attention of the Town Clerk. Please mark the correspondence "ITB No. 21-08-01 QUESTION".

Written inquiries shall be submitted no later than 2:00 PM on September 15. The TOWN will respond to written inquiries received at least 7 business days prior to the date scheduled for submission of the bids. The TOWN will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the TOWN will email, mail or fax written addenda to any potential Bidder who has provided their contact information to the Town Clerk for such purpose. Although the TOWN will make an attempt to notify each prospective Bidder of the addendum, it is the sole responsibility of a Bidder to remain informed as to any changes to the ITB.

- 3. LICENSE REQUIREMENTS:** Bidders shall possess all licenses or certificates required by federal, state and local statutes or regulations and for performance of the requested services as required and must be in full force and in effect and evidence thereof shall be provided to Town.
- 4. QUALIFICATIONS:** All bidders shall be in the sign and or fabrication business for at least five (5) years prior to the closing date of this ITB. Before a contract will be awarded for the work contemplated herein, the TOWN may, at its option, conduct such investigation as is necessary to determine the performance record and ability of the Bidder to perform the type and magnitude of work specified herein. Upon request, the Bidder shall submit such information as deemed necessary by the TOWN to evaluate the Bidder's qualifications.

5. REJECTION OF BIDS: The Town may reject bids for any reason, including without limitation:

- (a) for budgetary reasons, or,
- (b) if the proposer misstates, conceals, or omits any material fact in the bid, or,
- (c) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, or,
- (d) if the bid is conditional, or,
- (e) if a change of circumstances occurs making the bid unnecessary to the Town. The Town may also waive any minor informalities or irregularities in any bid.

6. SUBMISSION OF BIDS: One electronic copy submitted to tedraa@lbts-fl.gov and one hard copy of bid must be received by 2:00 pm on Thursday, September 16, 2021, at the office of the Town Clerk 4501 North Ocean Dr. Lauderdale By-The- Sea, Fl. 33308 in a sealed envelope marked ITB 21-08-01 Wayfinding Panel Signs.

7. PUBLIC RECORDS: Proposals are public records and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the "Public Records Law"). Certain exemptions to the Public Records Law are statutorily provided for and it is the Bidder's responsibility to become familiar with these concepts. The contract will include a provision wherein the Bidder releases and agrees to defend, indemnify, and hold harmless the TOWN and the TOWN's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the TOWN's treatment of records as public records. By statute, the contract will also contain the following clauses:

Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of TOWN. In the event of termination of this

Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of TOWN and shall be delivered by Contractor to the Town Manager, at no cost to the TOWN, within seven (7) days of termination of this Agreement. All such

records stored electronically by Contractor shall be delivered to the TOWN in a format that is compatible with the TOWN's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the TOWN.

8. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS: Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid.

9. INDEMNIFICATION: Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Contractor's performance or non-performance of any resulting contract from this ITB, including, but not limited to, liabilities arising from contracts between the Contractor and third parties for work or materials required under or related to this ITB or resulting contract. Contractor shall reimburse the Town for all the Town's expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Contractor's performance or non-performance of any resulting contract from this ITB. Nothing in this ITB or resulting contract shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

10. E-VERIFY: The successful bidder affirms to comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the successful bidder, the successful bidder may not be awarded a public contract for a

period of one (1) year after the date of termination.

11. SCRUTINIZED COMPANIES LIST: a) Successful bidder certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Successful bidder or its subcontractors are found to have submitted a false certification; or if the Successful bidder, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. b) If this Agreement is for

more than one million dollars, the Successful bidder certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Successful bidder, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Successful bidder, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement. c) The Successful bidder agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this Agreement. c) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

12. INSURANCE REQUIREMENTS: Contractor shall provide evidence of insurance to the Town that complies with the insurance laws of the state of Florida, including workers compensation insurance as required by law, and liability insurance as required below, issued by an insurance company rated B+ or better (A.M. Best rating), together with an endorsement naming the Town as an additional insured.

Comprehensive General Liability Insurance	\$1,000,000.00
	\$2,000,000.00 aggregate statutory
Workers' Compensation Insurance	Statutory requirements
Comprehensive Automobile Liability Insurance	\$1,000,000.00

13. Technical Specifications: ITB Form Exhibit A: Original specification sheet for the entire signs is attached for panel specifications. The town is asking for bids on two different types of items and will select the lowest bidder for each item.

14. SCOPE OF WORK: DESCRIPTION OF SUPPLIES: All signs shall be fabricated using corrosion resistant materials such as aluminum and 316stainless steel as specified in the Scope of Work Specifications section.

- a) Furnish all necessary equipment, materials and labor to create art, fabricate and deliver 35 sign panels (Table 1) and 35 decals (Table 2) to 4501 Ocean Drive Lauderdale by the Sea, Florida 33308. The panels shall be fabricated to the specifications in Exhibit A. There are eight (8) different panel sizes, each with different colors and words.
- b) All painted surfaces shall have an automotive grade clear coat and paint shall be UV resistant to protect the signs from the elements.
- c) Furnish all necessary equipment, materials, and labor to create art, fabricate and deliver 35 automotive grade reflective decals (Table 2) to 4501 Ocean Drive Lauderdale by the Sea, Florida 33308.
- d) Furnish all necessary equipment, materials and labor to remove old and install new panels and decals in this project.
- e) All sign panels and brackets shall be fabricated using marine grade corrosion resistant materials as specified in the Scope of Work Specifications section. Signs and decals shall be fabricated for extreme heat and other related weather and ocean related conditions.

BID FORM

Table 1: LBTS Wayfinding Signs: Panel Types and Sizes										
Item #	Type	Description	Size			TTL	\$	Each	\$	Total
1	1	Directional Sign	2' 4" x 2' 10"			1	\$		\$	
2	2	Directional Sign	3' 4" h x 2'10"			16	\$		\$	
3	5	Locator Sign	1' 9" h x 2' 4" w			5	\$		\$	
4	10	El Prado Park	1" h x 4' 1" h			1	\$		\$	
5	13	Gateway Sign	2' 5.5 h x 3'6.25h			4	\$		\$	
6	14	Tennis, Campus, A1A	40.25" h x 42" w			5	\$		\$	
7	14	Town Campus	2' 6 ' h x 3' 6.25" w			1	\$			
8	14	Town A1A Campus	39.5" h x 41.5" w			2	\$			
Total						35	\$		\$	

Table 2: LBTS Wayfinding Signs: Decal Sizes										
Item #		Decals		Decal Size		TTL	\$	Each	\$	Total
1				10"		6	\$		\$	
2				15"		17	\$		\$	
3				19"		12	\$		\$	
Total						35	\$		\$	