



CITY OF WESTON, FLORIDA

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PURCHASE OF TENNIS COURT LIGHTING

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REQUEST FOR BID

BID NO. 2022-14

CITY OF WESTON, FLORIDA

REQUEST FOR BID NO. 2022-14

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PURCHASE OF TENNIS COURT LIGHTING

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SOLICITATION DOCUMENTS:

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**SECTION 1**

**CITY OF WESTON  
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the City of Weston, Florida, (the "CITY") will be accepting sealed bids for:

**PURCHASE OF TENNIS COURT LIGHTING  
BID NO. 2022-14**

Bids shall be accepted from lighting distributors to furnish court lighting for the City of Weston Racquet Club – 16451 Racquet Club Road, Weston, FL. Scope of work includes furnishing of LED court lights to replace existing light fixtures (furnish only). Installation services are excluded.

Specifications are as shown in Exhibit A. Whenever proprietary names are specified, whether or not followed by the words "or equal", it shall be subject to equals as approved and accepted as "equal" by the CITY, as it shall be the CITY's prerogative to select which items are the lowest bid, item by item, meeting specifications from the information furnished by the Bidder with the Bid and/or sample inspection and/or testing of the items specified herein.

Bidders are advised that the CITY has **NOT** authorized the use of CITY's seal by individuals or entities responding to the CITY's Bid, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

**NON-MANDATORY PRE-BID CONFERENCE**

A non-mandatory pre-bid conference shall be held virtually on **November 22, 2022 at 11:00 a.m.** local time. Connect to the Live Event link via Cisco Webex:

Event:	Pre-Bid for Bid No. 2022-14 Purchase of Tennis Court Lighting
Event address for attendees:	<a href="https://westonfl.webex.com/westonfl/onstage/g.php?MTID=e5dc6541331aab96deefc136bb516457e">https://westonfl.webex.com/westonfl/onstage/g.php?MTID=e5dc6541331aab96deefc136bb516457e</a> You may also connect to: <a href="http://www.webex.com">www.webex.com</a> <ul style="list-style-type: none"><li>• Click "Join a Meeting"</li><li>• Enter Event/Meeting Number</li></ul>
Date and Time:	Tuesday, November 22, 2022 11:00 am Eastern Standard Time (New York, GMT-05:00)
Event Number:	2306 534 9112
Event Password:	weston
Video Address:	<a href="mailto:23065349112@westonfl.webex.com">23065349112@westonfl.webex.com</a> You can also dial 173.243.2.68 and enter your meeting number.
Audio conference:	To receive a call back, provide your phone number when you join the event, or call the number below and enter the access code. US Toll +1-415-655-0001 Show all global call-in numbers Access code: 2306 534 9112

## BID SUBMITTAL DEADLINE

Sealed bids shall be received by the Director of Procurement until **2:00 p.m. local time, on December 12, 2022 (the "Submittal Deadline")** at the City of Weston, City Hall, located at 17200 Royal Palm Boulevard, Weston, Florida. The official clock at the City Hall reception desk shall govern. Bids received after this time shall be returned unopened. The sealed bids will be publicly opened at the CITY of Weston, CITY Hall after the Bid Submittal Deadline. Award of a Bid will be made at a CITY Commission meeting. The public opening of submittals may be viewed by the public via Cisco Webex as follows:

Event:	Opening for Bid No. 2022-14 Purchase of Tennis Court Lighting
Event address for attendees:	<a href="https://westonfl.webex.com/westonfl/onstage/g.php?MTID=e90daa122c045597510ca6e68c914d690">https://westonfl.webex.com/westonfl/onstage/g.php?MTID=e90daa122c045597510ca6e68c914d690</a> You may also connect to: <a href="http://www.webex.com">www.webex.com</a> <ul style="list-style-type: none"><li>• Click "Join a Meeting"</li><li>• Enter Event/Meeting Number</li></ul>
Date and Time:	Monday, December 12, 2022 2:00 pm Eastern Standard Time (New York, GMT-05:00)
Event Number:	2317 377 4448
Event Password:	weston
Video Address:	<a href="mailto:23173774448@westonfl.webex.com">23173774448@westonfl.webex.com</a> You can also dial 173.243.2.68 and enter your meeting number.
Audio conference:	To receive a call back, provide your phone number when you join the event, or call the number below and enter the access code. US Toll +1-415-655-0001 Show all global call-in numbers Access code: 2317 377 4448

## AVAILABILITY OF BID DOCUMENTS

Bid documents are available for electronic download from Demand Star at <http://www.demandstar.com>. Interested parties may also download a copy of Bid No. 2022-14, Purchase Of Tennis Court Lighting, by visiting the CITY's Procurement website at <https://www.westonfl.org/government/finance/procurement>.

## BID PROCEDURES

Bidders shall submit a bid package containing one (1) unbound original and one (1) digital copy on USB drive in a plain sealed parcel, box or other secure packaging, marked as the "Bid". The outside of the sealed package shall clearly indicate the submitting Bid No. 2022-14, Purchase Of Tennis Court Lighting, Bidder's name, address and the name and telephone number of the specific contact person. Bid shall contain all required information in order to be considered responsive.

All Bidders are advised that the CITY will not supply or sell materials to Bidders in connection with submission or preparation of Bids, or any other matter, including but not limited to envelopes, labels or tape.

Once a Bid has been submitted to the Director of Procurement by the Bid Submittal Deadline, it shall not be returned to the Bidder. Bids received after the Bid Submittal Deadline will be returned unopened.

The withdrawal, modification or correction of a Bid after it has been submitted to the CITY shall constitute a breach by the Bidder.

All Bids shall be guaranteed firm for a minimum of 90 calendar days after the submission of the Bid. No Bidder may withdraw its Bid within 90 calendar days after the Bid opening date.

The Sealed Bids will be publicly opened at the City of Weston, City Hall after the Bid Submittal Deadline. Award of the Bid will be made at a City Commission meeting.

### QUESTIONS

Any questions concerning this Notice to Bidders shall be submitted in writing to the Director of Procurement, **Martha Perez-Garviso** at [mperezgarviso@westonfl.org](mailto:mperezgarviso@westonfl.org), with **“Bid No. 2022-14, Purchase Of Tennis Court Lighting”** in the subject line or via fax at: 954-385-2010 by 4:00 p.m., local time at least five business days prior to the submittal deadline.

A Cone of Silence is imposed upon publication of this Notice to Bidders. The Cone of Silence prohibits communications with the following individuals pertaining to this bid:

Margaret Brown, Mayor,  
Byron L. Jaffe, Commissioner,  
Mary Molina-Macfie, Commissioner,  
Chris Eddy, Commissioner, and  
Henry Mead, Commissioner

Bryan Cahen, Director of Budget, Selection Committee Member;  
Ryan Fernandez, Director of Technology Services, Selection Committee Member;  
Denise Barrett-Miller, Director of Communications, Selection Committee Member;  
Cindy Tao, Director of Accounting, Alternate Selection Committee Member; and

Any member of the Protest Committee, if and when established.

The details of the CITY’s Cone of Silence are set forth in Section 32.10 of the City Code.

The Selection Committee shall convene at a publicly noticed meeting and review submissions, rank and evaluate the Bids and provide a recommendation to the City Manager.

### RIGHTS RESERVED

The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:

- A. Reject any or all bids;
- B. Waive any informality in a bid;
- C. Waive any deficiency or irregularity in the selection process;

- D. Accept or reject any or all bids in part or in whole; and
- E. Request additional information as appropriate.

The City Commission reserves the right to:

- A. Award all or a portion of the services set forth in the bid as determined to be in the best interest of the CITY;
- B. Reject any or all bids if found by the City Commission not to be in the best interest of the CITY;
- C. Award to one or more than one bidder, make split or multiple awards as determined to be in the best interest of the CITY; and
- D. In the event of a sole bid, reject the sole bid.

Martha Perez-Garviso  
Director of Procurement  
City of Weston

Published: November 14, 2022

SECTION 2  
INSTRUCTIONS TO BIDDERS

2.1 Definition Of Terms

- a. Addenda: A written and/or graphic document issued by the CITY prior to the opening of the Bid to modify or interpret any portion of the Work, Project or bid documents.
- b. Additive Alternates: Work items added to the Bid Base, at CITY's discretion.
- c. Bid Base: The amount stated on the Bid Form without Additive or Deductive Alternates for which the Bidder offers to perform the Work as described in the Project Manual. The Bid Base must be based on the estimated quantities of the bid.
- d. Bidder: A person or entity that timely submits a Responsive/Responsible Project bid.
- e. Business Day: Monday through Friday, excluding CITY observed holidays, between the hours of 8:00 a.m. and 5:00 p.m. local time.
- f. Calendar Days: Consecutive days of the week or month, without regard to weekends and holidays.
- g. CITY: The City of Weston, Florida and its dependent districts.
- h. Consultant/Project Consultant: Shall both mean the person or entity designated by the CITY as responsible for providing engineering and inspection services for the Project.
- i. Deductive Alternates: Work items removed from the Bid Base at the CITY's discretion.
- j. Lowest Responsive/Responsible Bidder: means the person or entity who has submitted a Bid that conforms in all material respects to the Project Manual and whose Overall Bid price, including all cost to the CITY, is the lowest price for the Project, as determined at CITY's sole discretion.
- k. Notice of Intent to Consider Award: a notice posted by the CITY stating the recommendation to the Commission of which Bidder is the Lowest Responsive/Responsible Bidder.
- l. Overall Bid: The amount stated on the Bid Form with additive and/or deductive alternates, as selected by the CITY, at time of award for which the Bidder offers to perform the Work as described in the Project Manual.
- m. Project: Shall have the same meaning as "Work" and may be used interchangeably.

- n. Project Manual: This includes the Notice To Bidders, Instructions To Bidders, Bid Form, CONTRACTOR's Qualification Statement, Bid Security/Bond, Addenda, Agreement, General Conditions, and Forms, all of which shall also constitute the bidding documents.
- o. Protest Committee: Shall review all protests. The City Manager shall appoint the members of the Protest Committee. No member of the City Commission shall serve on the Protest Committee.
- p. Selection Committee: Shall examine the documentation submitted in the Bid to determine the responsiveness of each Bid and the responsibility of each Bid, and from that determination make a recommendation of award to the responsive/responsible Bidder whose Bid has the lowest cost.
- q. Unit Price Bid: The amount(s) stated in the Bid Form as a price per unit of measurement for materials, equipment and/or labor as described in the Project Manual.
- r. Work: Shall include all aspects of the construction project proposed in the Project Manual and other bidding documents.

## 2.2 Public Entity Crimes Statement

In accordance with §287.133 (2) (a) Florida Statutes, a person or affiliate who has been placed on the convicted CONTRACTOR list maintained by the Florida Department of Management Services following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract to the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a CONTRACTOR or supplier, subcontractor, or consultant under contract with the CITY, and may not transact business with the CITY in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted CONTRACTOR list.

By submitting a response, the CONTRACTOR certifies that it is qualified under Section §287.133, Florida Statutes, to provide the services set forth in the Agreement.

## 2.3 Disqualification Of Bidders

- A. Bidders shall be disqualified and their unopened Bids shall be rejected for any of the following specific reasons:
  1. Reason to believe that collusion exists among the Bidders.
  2. The Bidder is involved directly or indirectly in litigation or arbitration against the CITY within the past 5 years.
  3. The Bidder has defaulted on any previous Contract with the CITY within the past 5 years or is in arrears on an existing Contract.



4. The submittal of more than one Bid from an individual, firm, partnership, corporation or association under the same or different names. All parties shall be disqualified.
  5. Untimely bid proposals shall be automatically and absolutely disqualified and returned unopened. Excuses for the untimely submittal shall not be accepted. The time as documented by the official clock at the CITY Hall reception desk shall determine the timeliness of the Bid. The official clock at the City Hall reception desk shall control.
- B. Bidders may be deemed to be non-responsible and their Bids may be rejected for any of, but not limited to, the following reasons:
1. The appearance of an unbalanced bid proposal, as determined by the CITY.
  2. If the Bidder makes false statements or provides false information to any portion of the bidding documents.
- C. Bidders may be deemed to be non-responsive and their Bids may be rejected for any of, but not limited to, the following reasons:
1. If the Bidder fails to submit a complete Bid.
  2. If the Bidder fails to abide by any of the provisions of the Bid documents.
- D. Bids submitted will be examined by a three (3) member Selection Committee ("Selection Committee") who will review submissions to determine the responsiveness and responsibility of each bid and provide a recommendation to the City Manager.

The Selection Committee shall examine the documentation submitted in the bid to determine the responsiveness of each Bidder. Failure to provide the required information may disqualify any such bid as non-responsive and such bid will not be considered. The Selection Committee will disqualify any bidders that make exaggerated or false statements. The evaluation of bid and the determination of conformity and acceptability shall be the sole responsibility of the Selection Committee. Such determination shall be based on information furnished by the Bidder, as well as other information reasonably available to the CITY. The Selection Committee reserves the right to make additional inquiries, make site visits, or any other action it deems necessary to fairly evaluate all Bidders. Based on the final determinations resulting from the process described above, the Selection Committee will make a recommendation for the award of an agreement(s), in the form attached to this Bid (the "Agreement").

Subsequently, the City Commission may ratify or alter the Selection Committee's rankings, and the City Commission shall be requested to adopt a resolution authorizing the appropriate City Officials to execute an Agreement(s) with the top ranked Bidder(s).

## 2.4 Submission And Receipt Of Bids

- A. It shall be the sole responsibility of the Bidder to have his Bid delivered, whether by hand, U.S. Mail, or other delivery service, to the City Clerk before the closing hour and date shown for the receipt of Bids, the Bid Submittal Deadline. Bids thus delayed shall not be considered and shall be returned unopened.
- B. Bidders shall use the Bid Form furnished by the CITY, shall submit only one Bid, shall fill in all blank spaces in the Bid, shall not remove any part of the Project Manual; failure to do so may cause the Bid to be non-responsive and thereby rejected.
- C. Bidding documents shall be completed in ink or typewritten, and all signatures shall be in blue ink. Bidding documents having any erasures or corrections shall be initialed by the Bidder in blue ink.
- D. Bid Base Amounts shall be in both words and numerals, and in case of a discrepancy between the two, the amount written in words shall govern.
- E. In the event of a mathematical error in the extension of unit price, or addition of total price, the unit price shall prevail.
- F. Each bid shall be signed with the firm name by an officer or an employee having the authority to bind the company or firm by his signature; failure to do so may cause the Bid to be invalid and thereby rejected.
- G. The CITY will not supply or sell materials to Bidders, in connection with submission or preparation of Bids, or any other matter, including but not limited to envelopes, labels or tape.

## 2.5 Modification And Withdrawal Of Bid

Prior to the time of Bid opening, a Bidder may withdraw his Bid at any time, by submitting a Notice of Withdrawal of Bid letter, but may not resubmit it. Such Bid shall be returned to the Bidder subsequent to the Bid opening. Bids may not be modified after submittal. After the Bid opening, no Bid may be withdrawn, cancelled or modified for a period of 60 days after the time and date designated for the receipt of Bids.

## 2.6 Opening Of Bids

All Bids submitted will be publicly opened at the City of Weston, City Hall, located at, 17200 Royal Palm Boulevard, Weston, Florida, on the date and at the time stated in the Notice to Bidders, or as may be amended by addendum.

## 2.7 Bidding Documents

- A. Complete sets of bidding documents may be obtained from the CITY as noted in the Notice to Bidders.

- B. Complete sets of bidding documents shall be used by Bidders in preparation of Bids; the CITY will not assume any responsibility for errors or misrepresentations resulting from the use of incomplete sets.
- C. It shall be the Bidder's responsibility to become thoroughly familiar with the bidding documents prior to the submittal of the Bid; no allowance shall be made by the CITY for the Bidder's failure to do so.

#### 2.8 Prices To Be Firm

The Bidder warrants by virtue of his Bid that the prices, terms and conditions contained herein shall be firm for a period of not less than 90 calendar days from the date of the Bid opening.

#### 2.9 Default Provision

In the event of default by the Bidder, the CITY may procure the goods and/or services from other sources and hold the Bidder responsible for any excess costs, including but not limited to Project costs and administrative and legal fees, incurred as a result of the Bidder's default. The CITY may take such action, as it deems appropriate, legal or otherwise, for damages and/or specific performance.

#### 2.10 Signed Bid Considered An Offer

The signed Bid shall be considered an offer on the part of the Bidder, which offer shall be deemed irrevocable upon submittal and accepted upon award by the City Commission.

#### 2.11 Taxes

The CITY is exempt from State of Florida Sales Tax, and is exempt from certain other taxes imposed by the State and/or Federal governments. The CITY's exemption status and privilege cannot be used by the CONTRACTOR and shall not be relied upon for this Project.

#### 2.12 Laws And Regulations

All applicable laws and regulations of the Federal Government, State of Florida, Special Districts, and ordinances of Broward County and the CITY shall apply to any Contract awarded as a result of this Bid. The laws of the State of Florida shall govern any contract awarded as a result of this Bid.

#### 2.13 Quantities

- A. The quantities shown herein are estimated only. No guarantee or warranty is given or implied by the CITY as to the total amount that may or may not be awarded or purchased from any resulting Contract.
- B. The CITY reserves the right to increase and/or decrease the quantities at the time of award and for the duration of the Contract at the firm Unit Prices Bid herein.

- C. The quantities contained herein are for the Bidder's information only and will be used for tabulation and determination of the overall lowest responsive and responsible Bidder.

#### 2.14 Quality

All items used in the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new, not used, remanufactured or demonstrator. The item(s) bid or the components of the item(s) bid shall be the current model, or of the best quality and highest grade workmanship unless otherwise specified herein.

#### 2.15 Material Samples

Material Samples, when requested, shall be furnished prior to or at the Bid opening unless otherwise specified, and shall be delivered and retrieved free of expense to the CITY and if not used in testing or destroyed, will be upon written request of the Bidder within ten (10) calendar days of the Bid award returned.

#### 2.16 Acceptance Of Material

The materials delivered under this Bid shall remain the property of the CONTRACTOR until accepted to the satisfaction of the CITY. All materials shall comply with the items herein and the specifications. In the event the material and/or service supplied to the CITY is found to be defective or does not conform to the specifications, the CITY reserves the right to cancel the order upon written notice to the CONTRACTOR and return the product to the CONTRACTOR at the CONTRACTOR's expense, or cease use of the service, without any obligation.

#### 2.17 Delivery

- A. All items shall be freight on board (f.o.b.) delivered with freight charges prepaid and included in the total cost, to the address in the City of Weston as specified by the CITY.
- B. Time will be of the essence for any orders placed as a result of this Bid. The CITY reserves the right to cancel such order(s) or part(s) thereof without obligation if delivery is not made at the time(s) specified herein and hold the CONTRACTOR in default.

#### 2.18 Manufacturer's Certification

The CITY reserves the right to request from Bidder(s) separate manufacturer's certification of all statements made in the Bid.

#### 2.19 Copyrights And Patent Rights

The Bidder warrants that there has been no violation of copyrights and patent rights in manufacturing, producing or seeing the goods and/or services ordered as a result of this Bid,

and the Bidder agrees to hold the CITY, its officers, employees and agents harmless from all liability, losses or expenses from such violation.

#### 2.20 Material Safety Data Sheets

The Bidder shall include with his Bid, when applicable, manufacturer's Material Safety Data Sheets (MSDS) for those items required to have an MSDS by Federal law.

#### 2.21 Florida Trench Safety Act

The Bidder shall include with his Bid, when applicable, all documentation required by the Florida "Trench Safety Act", Section 553.63 Florida Statutes. The unit prices and total prices presented in the Bid, and those presented in any subsequent change orders shall include the Bidder's cost for compliance with the applicable trench safety standards.

#### 2.22 Conflict Of Instructions

If a conflict exists between the general conditions and the instructions stated herein and the specific conditions and the instructions, the CITY's interpretation shall govern.

#### 2.23 Interpretation Of Bidding Documents Questions And Answers

- A. All questions requiring clarification or interpretation of the bidding documents shall be made in writing and shall reach the CITY at least five (5) Business Days prior to the date for receipt of Bids. No questions shall be responded to during the five (5) Business Days prior to the date for receipt of Bids.
- B. Questions regarding any section of this solicitation maybe directed to the Procurement Manager, as noted herein. Any modification or interpretation of the bidding documents, is the sole and exclusive judgment of the CITY, shall be made in writing in the form of an Addendum to all those who are recorded by the CITY, as having a complete set of bidding documents.
- C. Interpretations or modifications of the bidding documents made in any manner other than an Addendum issued by the CITY shall not be binding.
- D. A Bidder, prior to submitting his Bid, shall ascertain that he has received all Addenda issued, and shall acknowledge their receipt in the Bid Form.
- E. Costs for those matters not questioned and not responded to by Addendum shall be the responsibility of the Bidder to include such costs in his Bid.

#### 2.24 Substitutions

The Bidder represents that his Bid is based upon the materials, equipment and services described in the bidding documents. Requests for substitutions, unless otherwise stated, will be considered in the same manner as section 2.24, Interpretation Of Bidding Documents Questions And Answers.

2.25 Reservations For Rejections And Award

The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:

- A. Reject any or all bids;
- B. Waive any informality in a bid;
- C. Waive any deficiency or irregularity in the selection process;
- D. Accept or reject any or all bids in part or in whole; and
- E. Request additional information as appropriate.

2.26 The City Commission reserves the right to:

- A. Award all or a portion of the services set forth in the bid as determined to be in the best interest of the CITY;
- B. Reject any or all bids if found by the City Commission not to be in the best interest of the CITY;
- C. Award to one or more than one bidder, make split or multiple awards as determined to be in the best interest of the CITY; and
- D. In the event of a sole bid, reject the sole bid.

2.27 Premiums, Rebates Or Gratuities

No premiums, rebates or gratuities shall be permitted, either with, prior to, or after delivery of goods or services on any resulting award, any such violation may result in the cancellation of said award of contract.

2.28 Tie Bid

In the event of a tie bid, the CITY shall break the tie by drawing lots at a publicly noticed meeting.

2.29 Contract Award And Execution

- A. Until final award of Contract, the CITY reserves the right to reject bids, with or without cause and to waive any informality or irregularity.
- B. Upon acceptance of a Bid and award of the contract, the successful Bidder shall deliver the executed Contract and any other items requested, to the CITY within fourteen (14) Calendar Days. If the CITY determines that the Contract, required bonds or any other requested items are not properly executed, completed or provided, CITY shall notify CONTRACTOR of such deficiency, after which CONTRACTOR shall have seven (7) Calendar Days to cure such deficiency. Failure to do so will also be deemed as a breach by the Bidder, result in forfeiture of bid security and may result in CITY's cancellation of the award of the Contract.

- C. The CITY reserves the right to hold all bid proposals and bid guarantees for a period not to exceed 90 days after the date of bid opening stated in the Notice to Bidders.
- D. In no case will the award be made until all necessary investigations have been made into the responsibility of the low bidder and the CITY is satisfied that the bidder is qualified to do the Work and has the necessary organization, capital and equipment to carry out the provisions of the contract within the time specified.

### 2.30 Bid Protest Procedure

- A. Standing: Parties that are not actual bidders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.
- B. Protest of Failure to qualify. Upon notification by the CITY that a bidder is deemed non-responsive and/or non-responsible, the bidder who is deemed non-responsive and/or non-responsible may file a protest with the City Clerk by close of business on the third Business Day after notification (excluding the day of notification) or any right to protest is forfeited. (City Hall hours are as follows: Monday-Thursday from 8:00 a.m. to 5:30 p.m. and Friday from 8:00 a.m. to 3:00 p.m.)
- C. Protest of Award of Agreement: After a Notice of Intent to Consider Award this Bid is posted, a Bidder who is aggrieved in connection with the pending award of the Bid or any element of the process leading to the award of the Bid may file a protest with the Office of the City Clerk by close of business on the third Business Day after posting (excluding the day of posting) or any right to protest is forfeited. A Notice of Intent to Consider Rejecting all Bids is subject to the protest procedure.
- D. Content and filing: The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the Protest Bond are received by the Office of the City Clerk. The official clock at the City Hall reception desk shall govern.
- E. Protest Bond: A Bidder filing a Protest of Failure to Qualify and/or a Protest of Award of this Bid shall simultaneously provide a Protest Bond to the CITY in the amount of \$10,000 or 2% of the proposal value, whichever is greater, for each protest. If the protest is decided in the protester's favor, the entire Protest Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Bond shall be forfeited to the CITY. The Protest Bond shall be in the form of a cashier's check.
- F. Protest Committee: The Protest Committee shall review all protests. The City Manager shall appoint the members of the Protest Committee. No member of the City Commission or the Selection Committee shall serve on the Protest Committee. Each Protest Committee member shall complete and execute an independence affidavit. The City Attorney or designee shall serve as counsel to the Committee. The meeting of the Protest Committee shall be open to the public and all of the actual bidders shall

be notified of the date, time and place of the meeting. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps be taken. If the Protest Committee denies the protest, the protester may appeal to the City Commission. All of the actual bidders shall be notified of the determination by the Protest Committee. The Protest Committee shall terminate upon the award of the Agreement, or such other time as determined by the City Commission.

- G. Stay of award or Bid Process: In the event of a timely protest, the City Manager shall stay the award of the Bid or the Bid process unless the City Manager determines that the award of the Bid without delay or the continuation of the Bid process is necessary to protect any substantial interest of the CITY. The continuation of the Bid process or award under these circumstances shall not preempt or otherwise affect the protest.
- H. Appeals to City Commission: Any actual Bidder who is aggrieved by a determination of the Protest Committee may appeal the determination to the City Commission by filing an appeal with the Office of the City Clerk by close of business on the third Business Day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the Office of the City Clerk.
- I. Failure to file protest. Any actual Bidder that does not formally protest or appeal in accordance with this Section shall not have standing.

### 2.31 Determination Of Apparent Low Bidder

Subsequent to the submission of Bids, the Selection Committee shall make a recommendation of the lowest responsive/responsible Bidder, (the "Apparent Low Bidder") Apparent Low Bidder. Upon such determination, the CITY shall notify the Apparent Low Bidder a "Notice of Intent to Consider Award."

### 2.32 Cone Of Silence

- A. Pursuant to Section 32.10 of City Code, there shall be no communication related to this Bid between bidders, including any lobbyist or any other person on behalf of Bidders, and any member of City Commission, or any member of the Selection Committee or Protest Committee (starting from the appointment of that Protest Committee Member), if any.
- B. The cone of silence shall not apply to written or oral communications with legal counsel for the CITY.
- C. This Article shall not prohibit any Person from:
  - 1. Making public presentations at pre-bid conferences or, to the Selection Committee or to the Protest Committee, or to the City Commission, during any public meeting related to this Bid;



2. Engaging in any negotiations at a meeting of the Selection Committee, or with the City Commission during a public meeting.; or
  3. Communicating in writing with the person designated in this Bid as the Technical Advisor for clarification or information related to this Bid. The written communication, including any response thereto, shall be provided to any Bidder that has submitted a Bid.
- D. A cone of silence shall begin when first publicly noticed, and shall terminate upon execution of the Agreement, a decision by the City Commission to reject all bids, or the taking of other action that ends this Bid solicitation.
- E. Any action in violation of this Article may be cause for disqualification of the Bidder. The determination of a violation and/or disqualification shall be made by the City Commission.

### 2.33 Warranty

The CONTRACTOR warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The CONTRACTOR's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the Owner's name and for its sole benefit.

### 2.34 Acceptance Of Nonconforming Work

- A. Whenever an item of material or equipment is specified or described in the Bid Documents by using the name of a proprietary item or the name of a particular Supplier, the Specification or description is intended to establish the type, function, appearance, and quality required. Unless the Specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted for review under the circumstances described below.
1. "Or-Equal" Items: If the CITY determines that an item of material or equipment proposed by Bidder is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered as a "or-equal" item, in which case review and approval of the proposed item may, with the CITY's approval, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. CITY determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;
- b. Bidder certifies that: (i) there is no increase in cost to the CITY; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Bid Documents.

2. Substitute Items:

- a. If the CITY determines that the material or equipment proposed by Bidder does not qualify as an “or-equal” item under paragraph, it will be considered a proposed substitute item.
- b. Bidder shall submit sufficient information as provided below to allow the CITY to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. The CITY will not accept requests for review of proposed substitute items of material or equipment from anyone other than Bidder.
- c. The procedure for review by CITY will be set forth in this paragraph, and as the CITY may decide is appropriate under the circumstances.
- d. Bidder shall first make a written application to CITY for review of a proposed substitute item of material or equipment that the Bidder seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, whether or not use of the proposed substitute item will require a change in any of the Bid Documents (or in the provisions of any other direct contract with Owner for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other CONTRACTORS affected by any resulting change, all of which will be considered in evaluating the proposed substitute item. The CITY may require Bidder to furnish additional data about the proposed substitute item.

- B. CONTRACTOR's Expense: CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

### 2.35 Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, a Bidder is ineligible to, and may not submit a Proposal for, or enter into or renew a contract with CITY for goods or services if at the time of submitting a Proposal for a new contract or renewal of an existing contract:

- A. for any contract amount, if the Bidder is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
- B. if \$1 million or more and the Bidder is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
- C. if \$1 million or more and the Bidder is engaged in business operations in Cuba or Syria.

### 2.36 Foreign Gifts And Contracts

Pursuant to Section 286.101, Florida Statutes, any bidder or proposer shall disclose in its response to the CITY as well as in any manner required by Section 286.101, Florida Statutes, any current or prior contract with, or grant or gift received from, a Foreign Country of Concern, with a value of \$50,000 or more, received or in force at any time during the previous five years. A "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country. Any proposer/bidder who fails to make such disclosure shall be disqualified and also may be liable for a civil violation with a fine of \$5,000 for a first violation or \$10,000 for any subsequent violation.

### 2.37 E-Verify Affidavit

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>.

By entering into this Agreement, the CONTRACTOR acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from

subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

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### SECTION 3

## BACKGROUND INFORMATION

### 3.1 General

Bids shall be accepted from lighting distributors to furnish court lighting at the City of Weston Racquet Club – 16451 Racquet Club Road, Weston, FL. Scope of work includes furnishing of LED court lights to replace existing light fixtures (furnish only). Installation services are excluded.

Specifications are as shown in Exhibit A. Whenever proprietary names are specified, whether or not followed by the words "or equal", it shall be subject to equals as approved and accepted as "equal" by the CITY, as it shall be the CITY's prerogative to select which items are the lowest bid, item by item, meeting specifications from the information furnished by the Bidder with his Bid and/or sample inspection and/or testing of the items specified herein.

Bidders are advised that the CITY has **NOT** authorized the use of CITY's seal by individuals or entities responding to the CITY's Bid, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

No guarantee by the CITY is expressed or implied as to the quantity of services, if any, to be procured under this solicitation.

### 3.2 Award

Following notification of the Bidder selected, the City Commission may authorize the appropriate CITY official to award the Bid to the lowest, responsive and responsible Bidder, if determined to be in the best interest of the CITY.

### 3.3 Bidder's Acknowledgement

By submission of this bid, the Bidder acknowledges that he has thoroughly examined all plans, specifications, bid and Contract Documents; understands the requirements and will comply fully with such requirements; thoroughly familiarized himself with all existing site conditions; that no allowances shall be made by the CITY for the Bidder's failure to do same; the Bidder offers to enter into a contract with the CITY to furnish products in accordance with specifications included in the Bid and Bid Documents.

- A. The Bidder agrees to be bound by the bid protest procedures, as outlined herein.
- B. The Bidder agrees that this contract is not subject to arbitration. The Bidder is not entitled to Attorney fees should any portion of this contract be subject to litigation.
- C. If the Bidder makes false statements or provides false information to any portion of the bidding documents, the Bidder acknowledges that he may be disqualified, in accordance with Section 2.3 of the Instructions to Bidders.

- D. The Bidder understands and agrees with the form of the bidding documents as presented, absent any inadvertent drafting or technical errors, and agrees to not attempt to negotiate the terms and conditions of this Project.
- E. The Bidder acknowledges that the terms and conditions of the Contract Documents are not subject to negotiation.

3.4 Representation

- A. The CITY is expressly relying upon the Bidder's representations for awarding this Project. Therefore, the Bidder unequivocally represents that the statements and information provided in response to this bid are truthful.
- B. The Bidder and all persons signing on behalf of the bidding person or entity, has the legal authority to bind the Bidder to the terms and conditions of this Project.
- C. There are no legal impediments, conditions or orders, which would preclude the Bidder from satisfactorily performing the CONTRACTOR's duties as outlined in the bidding documents.

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SECTION 4

## GENERAL CONDITIONS

### 4.1 Bid Documents

The Bid documents constitute the complete set of bid specifications and forms. All forms and documents must be executed, sealed and submitted as described in herein. Bids shall be submitted on the prescribed forms. Bids not submitted on the prescribed forms may be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exception to the terms and conditions in this Bid shall be allowed. Submittal of a response to this Bid constitutes a binding offer by the Bidder. Bidder's failure to comply with any provisions in this Bid may result in disqualification, at the sole discretion of the CITY.

### 4.2 Taxes

The Bidder shall not be entitled to the CITY's tax-exempt benefits.

### 4.3 Additional Terms and Conditions

No additional terms and conditions submitted by the Bidder with the Bid shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this Bid.

### 4.4 Interpretations and Inquiries

Bidders shall carefully examine the Bid documents. Any ambiguities or inconsistencies shall be brought to the attention of the CITY or its agent in writing prior to the Proposal deadline.

Any questions concerning this Notice to Bidders shall be submitted in writing to Martha Perez-Garviso Procurement Manager, at Mperezgarviso@westonfl.org with "Bid No. 2022-14 Racquet Club Court Lighting Upgrades" in the subject at least five business days prior to the submittal date.

Submission of a bid will serve as prima facie evidence that the Bidder has examined the solicitation in its entirety and is fully aware of all conditions affecting the provision of services. No person is authorized to give oral interpretations of, or make oral changes to, the Bid documents; therefore, oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to, the bid documents will be made in the form of a written addendum to the BID document and will be furnished by the CITY to all Bidder. Only those interpretations of, or changes to, the Bid document that are made in writing and furnished by the CITY may be relied upon.

### 4.5 Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after an award of this Bid, shall affect or modify any of the terms or obligations contained in the solicitation. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the CITY or the Bidder.

#### 4.6 No Contingency Fees

Bidder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, to solicit or secure an award and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award.

#### 4.7 Independence

On the Form 5 provided in Section 5 of this solicitation, the Bidder shall list, and describe any relationships – professional, financial or otherwise – that it may have with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this BID. Additionally, the Bidder shall give the CITY written notice of any other relationships – professional, financial or otherwise – that it enters into with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units.

#### 4.8 Disqualification of Bidders

More than one Bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid for the same project will be cause for rejection of all bids in which such Bidders are believed to be involved.

#### 4.9 Assignment; Non-transferability of Bid

Bidders shall not be assigned or transferred. A Bidder who is, or may be, purchased by or merged with any other corporate entity during any stage of the bid process, through to and including award, is subject to having its bid disqualified as a result of such transaction.

If, at any time during the bid process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of Bidder, or the sale of a controlling interest in the Bidder, or any similar transaction, Bidder shall immediately disclose such information to CITY. Failure to do so may result in the bid being disqualified, at the CITY's sole discretion. The City Manager shall determine whether a bid is to be disqualified in such instances.

#### 4.10 Compliance with Applicable Laws

Bidders are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being offered in this BID. Lack of knowledge of the Bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

#### 4.11 Familiarity with Laws and Ordinances



The submission of a bid on the services requested herein shall be considered as a representation that the Bidder is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Bidder discovers any provisions in the bid documents that are contrary to or inconsistent with any law, ordinance, or regulation, he shall report it to the CITY in writing without delay.

#### 4.12 Advertising

In submitting a Proposal, Bidder agrees not to use the results there from as a part of any Advertising or Bidder sponsored publicity without the express written approval of the City Manager.

#### 4.13 Facilities

The City Manager or designee reserves the right to inspect each Bidder's facilities at any reasonable time, during normal working hours, without prior notice to determine that the Bidder has a bona fide place of business and is a responsible Bidder.

#### 4.14 Withdrawal or Revision of Bid Prior to and After Opening

Bidders shall not withdraw, modify or correct a bid after it has been deposited with the CITY. The withdrawal, modification or correction of a bid after it has been deposited with the CITY shall constitute a breach by the Bidder. No Bidder may withdraw its bid within ninety (90) calendar days after the bid opening date.

#### 4.15 Addenda

The CITY reserves the right to issue addenda. Each Bidder shall acknowledge receipt of such addenda on the Form 4 provided in Section 5 of this Bid. In the event any Bidder fails to acknowledge receipt of such addenda, the bid shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of a bid shall constitute acknowledgment of receipt of all addenda, whether or not received by the Bidder. It is the responsibility of each prospective Bidder to verify that he/she has received all addenda issued before depositing the bid with the CITY.

#### 4.16 Review of the Bid Documents

By the submission of a Bid to provide the products described herein, the Bidder certifies that a careful review of the bid documents has taken place and that the Bidder is fully informed and understands the requirements of the bid documents and the quality and quantity of products to be provided.

#### 4.17 Adjustment/Changes/Deviations

No adjustments, changes or deviations to the bid will be accepted unless the conditions or specifications of the bid expressly so provide.

#### 4.18 Bid as a Public Record

Upon award recommendation or thirty (30) days after bid opening, whichever is earlier, any material submitted in response to this bid will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Bidders must claim the applicable exemptions to disclosure provided by law in their response to the bid by identifying materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. The CITY reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

#### 4.19 Public Entities Crime

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a bid to provide any goods or services to the CITY and may not transact business with the CITY in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this solicitation, Bidder certifies that it is qualified under Section 287.133, Florida Statutes, to provide the products set forth in this solicitation.

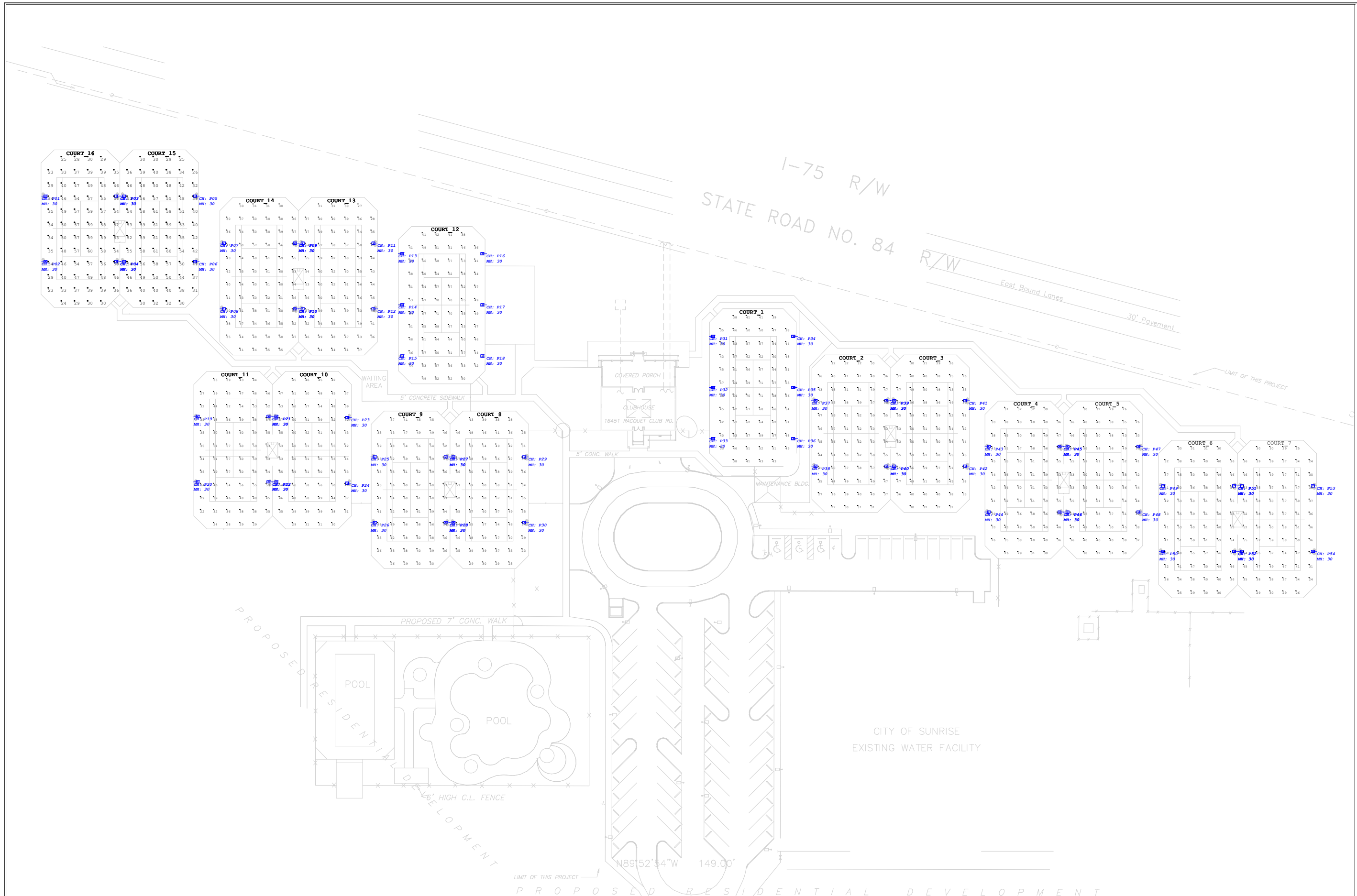
#### 4.20 Non-Collusion Affidavit

The Bidder shall include the Non-Collusion Affidavit as set forth in the Form 4 provided in Section 5 of this bid and as described herein. Bidder's failure to include the affidavit shall result in disqualification.

#### 4.21 Non-Mandatory Virtual Pre-Bid Conference

- A. At the virtual pre-bid conference, representatives of the CITY shall be available to answer questions and explain the intent of the Bid. Questions about the Bid which have been submitted in writing and received by the CITY at least five business days prior to the bid opening will also be addressed.
- B. After the pre-bid conference, the CITY may prepare written documentation to answer questions which were addressed at the pre-proposal conference which relate to the interpretation of, or changes to, the Bid which the CITY deems appropriate for clarification.

Exhibit A



Scale: 1 inch= 70 Ft.

#77896 v1 Bid No. 2022-14 Purchase of Tennis Court Lighting



#	Date	Comments

Drawn By: E.S
Checked By:
Date: 3/11/2021
Scale:

WESTON TENNIS FACILITY NEXT PHASE CA3870-121
--

Luminaire Schedule					
Scene: CA3870-121					
Label	Symbol	Qty	LLF	Arrangement	Lum. Watts
FLE900-T4M1-5000K	☐	68	0.950	SINGLE	919.8

Calculation Summary					
Scene: CA3870-121					
Label	Units	Avg	Max	Min	Max/Min
Court_01	Fc	53	71	35	2.03
Court_02	Fc	48	62	27	2.30
Court_03	Fc	47	61	26	2.35
Court_04	Fc	47	61	26	2.35
Court_05	Fc	47	61	26	2.35
Court_06	Fc	46	61	25	2.44
Court_07	Fc	44	60	24	2.50
Court_08	Fc	46	61	23	2.65
Court_09	Fc	49	62	26	2.38
Court_10	Fc	49	62	29	2.14
Court_11	Fc	46	60	22	2.73
Court_12	Fc	55	71	36	1.97
Court_13	Fc	49	62	27	2.30
Court_14	Fc	49	62	30	2.07
Court_15	Fc	46	61	25	2.44
Court_16	Fc	44	60	23	2.61

Scene/Channel Summary		
Scene: CA3870-121		
Channel	M.H	# Lums
P01	30'	1
P02	30'	1
P03	30'	2
P04	30'	2
P05	30'	1
P06	30'	1
P07	30'	1
P08	30'	1
P09	30'	2
P10	30'	2
P11	30'	1
P12	30'	1
P13	30'	1
P14	30'	1
P15	30'	1
P16	30'	1
P17	30'	1
P18	30'	1
P19	30'	1
P20	30'	1
P21	30'	2
P22	30'	2
P23	30'	1
P24	30'	1
P25	30'	1
P26	30'	1
P27	30'	2

Scene/Channel Summary		
Scene: CA3870-121		
Channel	M.H	# Lums
P28	30'	2
P29	30'	1
P30	30'	1
P31	30'	1
P32	30'	1
P33	30'	1
P34	30'	1
P35	30'	1
P36	30'	1
P37	30'	1
P38	30'	1
P39	30'	2
P40	30'	2
P41	30'	1
P42	30'	1
P43	30'	1
P44	30'	1
P45	30'	2
P46	30'	2
P47	30'	1
P48	30'	1
P49	30'	1
P50	30'	1
P51	30'	2
P52	30'	2
P53	30'	1
P54	30'	1



#	Date	Comments
Revisions		

Drawn By: E.S	Checked By:	Date: 3/11/2021	Scale:
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WESTON TENNIS FACILITY  
NEXT PHASE  
CA3870-121

# FL LARGE



## FEATURES

### MODULAR GENERAL-PURPOSE LED FLOOD AND AREA LIGHTING LUMINAIRE.

The FL series LED luminaire provides a energy efficient, high performance solution to many low light level applications across your sporting complex. The FL was designed to provide a common family of products that can be used for sporting field, parking lots, accent lighting and security lighting throughout your complex to simplify design. Available in wattages from 450-900W and in both area lighting and flood lighting distributions.

- » Standard 0-10V dimming
- » Standard 10kv, 10ka surge protection
- » Modular design for ease of service
- » Various mounting options including slip fit, trunion mount, pole mount and ceiling mount
- » 125+ Lumens per watt
- » 3G vibration rated



## ORDERING GUIDE

EX: FL-D-450-U-T2M-70-BK-00-BS

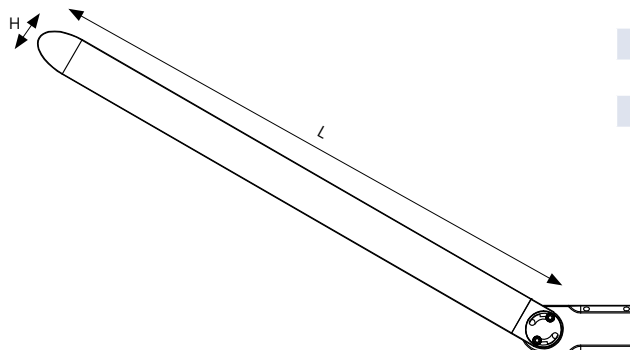
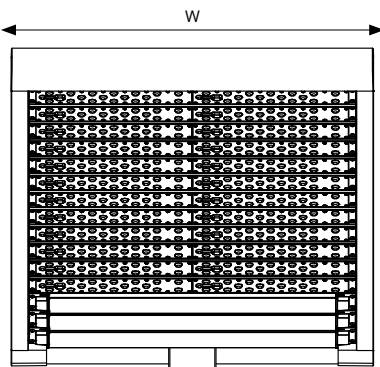
PRODUCT	INPUT VOLTAGE	WATTAGE	MOUNTING	OPTIC	CCT	HOUSING COLOR	LIGHTING CONTROLS	ACCESSORY
FL					70			
<b>FL</b> FL SERIES	<b>D</b> 120V - 277V <b>G</b> 347V - 480V	<b>450</b> 450 <b>600</b> 600 <b>750</b> 750 <b>900</b> 900	<b>U</b> TRUNION <b>L</b> SLIP FIT	<b>T2M</b> TYPE II MEDIUM <b>T3M</b> TYPE III MEDIUM <b>T4M</b> TYPE IV MEDIUM <b>TSX1</b> TYPE V MEDIUM <b>T5U</b> 10 DEGREE <b>T5V</b> 25 DEGREE <b>T5W</b> 40 DEGREE <b>T5S</b> 60 DEGREE <b>T5M</b> 90 DEGREE	<b>70</b> 70	<b>BK</b> BLACK <b>GR</b> GREY <b>BZ</b> BRONZE <b>WH</b> WHITE	<b>00</b> NONE <b>01/3</b> 3 PIN RECEPTACLE <b>01/5</b> 5 PIN RECEPTACLE <b>01/7</b> 7 PIN RECEPTACLE <b>02</b> MOTION SENSOR <b>05</b> 0-10V DIMMING	<b>BS</b> BIRD SPIKES <b>BL</b> BACK LIGHT SHIELD <b>2S</b> 20KV/10KA SPD <b>SC</b> SAFETY CABLE

# FL LARGE

MODULAR GENERAL-PURPOSE LED FLOOD AND AREA LIGHTING LUMINAIRE.



## DIMENSIONS



DIMENSIONS			
WATTAGE	W (IN.)	L (IN.)	H (IN.)
450	26.77	24.49	4.41
600	26.77	29.21	4.41
750	26.77	36.3	4.41
900	26.77	41.02	4.41

## SPECIFICATIONS

### GENERAL DESCRIPTION

The FL series is a high efficiency, compact and economical LED flood and area lighting luminaire. The complete luminaire is UL Listed to UL1598 with a maximum ambient operating temperature of 50C. The driver and LED housings are fabricated of heavy duty high cast aluminum. The complete luminaire assembly is IP66 rated, 3G vibration tested and is manufactured to an ISO 9001:2000 certified production facility.

### HOUSING

The housing is constructed of heavy duty die cast aluminum with a corrosion resistance polyester powder coat with a minimum salt spray rating of 1000 hours per ASTM B117 / ISO 9227-:2012. The entire luminaire has been tested to meet the requirements of an ANSI C136.31-2010,3G.

### ELECTRICAL SYSTEM

The drivers accepted the specified line voltage, to with +/- 10% without the aid of an integral step down transformer. The drivers include integral transient surge protection in accordance with IEEE C62.41 6kV/6kV. The LED drivers have a minimum power factor of 0.90 with a Total Harmonic Distortion no greater than 20%. Drivers come standard with 0-10V dimming leads. The system includes a secondary surge protection system with supplementary coverage in accordance with IEEE C62.41.C High (10kA and 10kV Standard, 20vK is optional). The drivers include standard 1-10V dimming input and can dim to 10% output.

### OPTIC ASSEMBLY

Each LED module is sealed by a dedicated polycarbonate optical panel that provides IP66 protection to the PCB. Each PCB utilized on board TVS (Transient Voltage Suppressors) for added protection of the LEDs. The LEDs generate the specified color temperature with a tolerance of no more than +/- 6.6% to ensure consistent color across the project. All CRI offerings are stated as a minimum, typical CRI will be higher or equal to the published minimum.

### WARRANTY

The entire product shall be covered by a minimum five (5) year limited fixture warranty. Longer term warranties are available, contact CHM for additional details.

## SUPPLEMENTARY

OUTPUT TABLE		
WATTAGE	CRI	APPROXIMATE LUMENS
450	70	56250
600	70	75000
750	70	93750
900	70	112500

CCT ADJUSTMENT FACTOR	
CCT	FACTOR
3000K	0.098
4000K	1.000
5000K	1.000
5700K	1.025

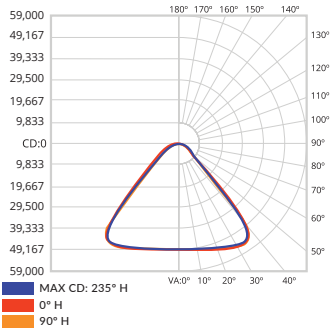
LOADING INFORMATION			
WATTAGE	EPA @ 0 DEGREES (SQ.FT)	EPA @ 90 DEGREES (SQ.FT)	WEIGHT (LBS)
450	0.98	5.46	44
600	1.07	6.51	51
750	1.33	8.1	61
900	1.51	9.15	69

# FL LARGE

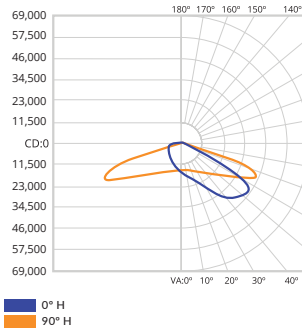
MODULAR GENERAL-PURPOSE LED FLOOD AND AREA LIGHTING LUMINAIRE.



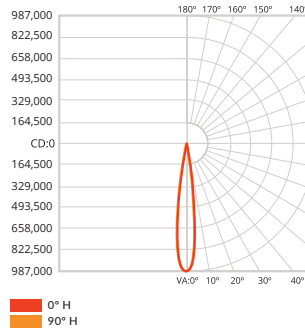
## CANDELA PLOTS



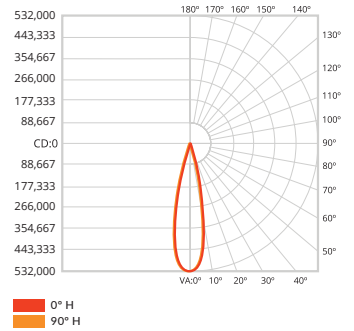
**T5M1 T**



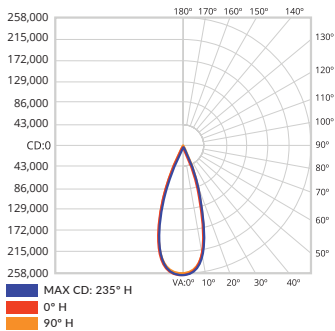
**T4M1**



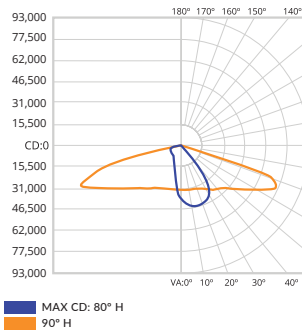
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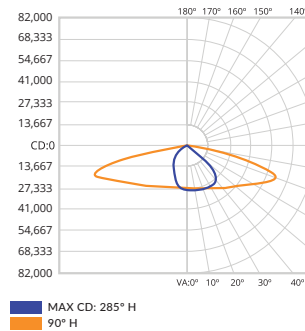
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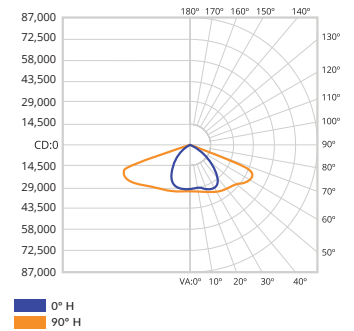
**T5W1**



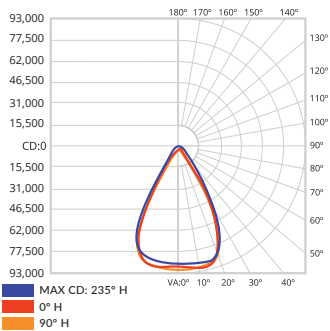
**T2M1**



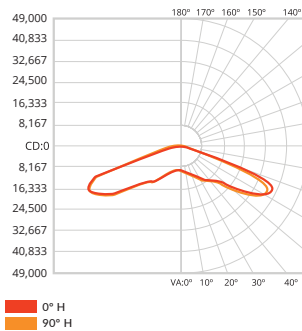
**T3L1**



**T3M1**



**T4M1**



**T5X1**

## SECTION 5

### FORMS

The forms located in this section shall be included in the Sealed Bid. Forms not completed in full may result in disqualification.

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# BID SUBMITTAL COVER SHEET

CITY OF WESTON

## **PURCHASE OF TENNIS COURT LIGHTING BID NO. 2022-14**

Name of Bidder		
Contact Person (Print Name and Title)		Signature
Address		
City	State	Zip Code
Phone Number	F.E.I.N.	
Email Address		

FORM 1

BIDDER'S INFORMATION FORM

1. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign on behalf of the Bidder. Provide proof of the ability of the individuals so named to legally bind the Bidder.

Name	Address	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

If a corporation, in what state incorporated: \_\_\_\_\_

Date Incorporated: \_\_\_\_\_  
Month Day Year

If a Joint Venture or Partnership, date of Agreement: \_\_\_\_\_

Name and address of all partners (state whether general or limited partnership):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If other than a corporation or partnership, describe organization and name of principals:  
\_\_\_\_\_

3. County or Municipal Business Tax Receipt No. \_\_\_\_\_ (Attach Copy)

4. Have you, any officer or partner of your organization, or the organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against the CITY?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

5. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other public entity in Florida?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

6. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation

7. Has your organization or any of its partners, officers or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last 5 years?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

8. Has your organization or any of its partners, officers or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last 5 years?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

9. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?

Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.

10. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?

Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.

11. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.

Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.

12. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.

13. Within the last five years, have you, any officer or partner of your organization or the organization entered into or are currently in a contract with, or received a grant or gift from, a Foreign Country of Concern, with a value of \$50,000 or more. A "Foreign Country of

Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country.

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

(CORPORATE SEAL)

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF FLORIDA            )  
COUNTY OF BROWARD        )

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_  
online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_  
*(Name of person acknowledging)* as \_\_\_\_\_  
*(Title)*  
for \_\_\_\_\_.  
*(Company name)*

Personally known to me \_\_\_\_\_ or has produced Identification \_\_\_\_\_, type of identification  
produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 2  
NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham proposal in connection with the award of the bid for which the attached bid has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other Bidder, firm, or person to fix the price or prices in the attached bid, or of any other Bidder, or to fix any overhead, profit or cost element of the bid or the response of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Weston, Florida, or any person interested Award; and
5. The response to the attached Bid is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(THIS SPACE INTENTIONALLY LEFT BLANK)

FORM 2  
NON-COLLUSION AFFIDAVIT  
(CONTINUED)

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name (CORPORATE SEAL)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_  
online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_  
(Name of person acknowledging) as \_\_\_\_\_ (Title)  
for \_\_\_\_\_.  
(Company name)

Personally known to me \_\_\_\_ or has produced Identification \_\_\_\_, type of identification  
produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 3  
DRUG-FREE WORKPLACE

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:

(Name of Company)

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 3  
DRUG-FREE WORKPLACE  
(CONTINUED)

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

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name (CORPORATE SEAL)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF FLORIDA        )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_  
online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_  
*(Name of person acknowledging)* as *(Title)*  
for \_\_\_\_\_.  
*(Company name)*

Personally known to me \_\_\_\_ or has produced Identification \_\_\_\_, type of identification  
produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY



FORM 4  
ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges the receipt of the following addenda issued by the CITY and incorporated into and made part of this Bid. In the event the Bidder fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 5  
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached bid;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, Proposer, subconsultant, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the CITY.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the CITY written notice of any other relationships (as defined above) that I enter into with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

I set forth below any exceptions to the aforementioned (if none, write "None"):

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FORM 5  
INDEPENDENCE AFFIDAVIT  
(CONTINUED)

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_  
online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by

\_\_\_\_\_  
*(Name of person acknowledging)* as \_\_\_\_\_  
*(Title)*  
for \_\_\_\_\_.  
*(Company name)*

Personally known to me \_\_\_\_ or has produced Identification \_\_\_\_, type of identification  
produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 6  
CERTIFICATION TO ACCURACY

Bidder, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the bid are true and accurate. Failure by the Bidder to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the bid being deemed non-responsive and such bid will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached bid;
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all Forms, Affidavits and documents submitted in support of such bid;
3. All Forms, Affidavits and documents submitted in support of this bid and included in this bid are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 6  
CERTIFICATION TO ACCURACY OF PROPOSAL  
(CONTINUED)

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name (CORPORATE SEAL)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_  
online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_  
(Name of person acknowledging) as \_\_\_\_\_ (Title)  
for \_\_\_\_\_.  
(Company name)

Personally known to me \_\_\_\_ or has produced Identification \_\_\_\_\_, type of identification  
produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 7  
SCRUTINIZED COMPANIES

The undersigned Bidder in accordance with Section 287.135, Florida Statutes, hereby certifies that:

1. Bidder is not participating in a boycott of Israel;
2. Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
3. Bidder does not have business operations in Cuba or Syria.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_  
online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_  
(Name of person acknowledging) as \_\_\_\_\_  
(Title)  
for \_\_\_\_\_.  
(Company name)

Personally known to me \_\_\_\_ or has produced Identification \_\_\_\_\_, type of identification  
produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 8  
PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or contract No. \_\_\_\_\_

2. This sworn statement is submitted by: \_\_\_\_\_  
(name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Federal Identification Number  
(FEIN) is: \_\_\_\_\_  
(if applicable)

Social Security Number: \_\_\_\_\_  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: \_\_\_\_\_  
(print name of individual signing this document)

and my relationship to the entity is: \_\_\_\_\_

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United states, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:  
(a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

- (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- a. \_\_\_\_\_ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- b. \_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please indicate which additional statement applies)
1. \_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)
2. \_\_\_\_\_ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
3. \_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services)







## AGREEMENT DOCUMENTS

The Agreement located in this Section for the Purchase of Tennis Court Lighting, is the form of the agreement that shall be utilized with the successful Bidder. The CITY reserves the right to award or not to award the Agreement in the best interests of the CITY.

## AGREEMENT

BETWEEN  
CITY OF WESTON, FLORIDA

AND

---

FOR  
PURCHASE OF TENNIS COURT LIGHTING  
BID NO. 2022-14

This Agreement is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the City of Weston, a Florida municipal corporation (the "CITY") and \_\_\_\_\_ ("CONTRACTOR") for the Purchase of Tennis Court Lighting. References in this Agreement to "City Manager" shall be meant to include his designee.

WITNESSETH:

WHEREAS, CITY solicited bids from Bidders for the Purchase of Tennis Court Lighting; and

WHEREAS, bids were evaluated and ranked by a Selection Committee and a recommendation was made to the City Manager; and

WHEREAS, on \_\_\_\_\_, CITY adopted Resolution No. \_\_\_\_\_, which ratified or altered the ranking of bids for the Purchase of Tennis Court Lighting and authorized the appropriate CITY officials to execute an Agreement with the responsive and responsible bidder offering the lowest total bid amount;

WHEREAS, City Commission has selected CONTRACTOR for the Purchase of Tennis Court Lighting, at the sole discretion of CITY; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

## SECTION 1

### TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this Agreement entered into by and between City of Weston (referred to as the "CITY") and CONTRACTOR.

#### 1.1 Modifications

This Agreement and any other document pertaining to this transaction that has been acknowledged in writing by the City Manager constitute the complete and exclusive statement of this Agreement. Accordingly, no modification or amendment shall be binding upon the CITY unless signed by the City Manager.

#### 1.2 City Attorney Approval

The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly, no modification of these terms and conditions shall be binding upon the CITY unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other documents pertaining to the transaction covered by this Agreement, these terms and conditions shall prevail; provided, however, if there is a specific contract governing this transaction that has been endorsed and approved by the City Attorney, the terms of that contract shall prevail over any conflicting terms contained in Agreement and subsequent purchase order.

#### 1.3 Invoicing

CONTRACTOR must render original invoice to the City of Weston: Accounts Payable, 17200 Royal Palm Blvd., Weston, FL 33326.

#### 1.4 Time Period For Payment

By accepting this Agreement, the CONTRACTOR agrees that payment terms shall be Net 30 unless otherwise stated.

#### 1.5 Payment Changes

Payments shall be made only to the company and address as set forth on the Agreement unless the CONTRACTOR has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

#### 1.6 F.O.B.

In those cases where F.O.B. point is not Destination, CONTRACTOR is required to prepay freight charges and list separately on the invoice. Collect shipments will not be accepted.

## 1.7 Payment Methods

Payment shall be made to CONTRACTOR in accordance with the Local Government Prompt Payment Act as stipulated in Part VII of Chapter 218, FL Statutes, by check, card, funds transfer or other method as determined by the CITY in its sole discretion.

## 1.8 Tax

The City of Weston is exempt from Federal and State taxes for tangible personal property. CONTRACTORS doing business with the CITY, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall any CONTRACTOR be authorized to use the CITY Tax Exemption Number in securing such materials.

## 1.9 Responsibility

The CITY is not responsible for any goods delivered or services performed unless covered by a duly signed and authorized City of Weston.

## 1.10 Deliveries

Deliveries are to be made during the hours of 9:00 AM to 3:00 PM, Monday through Friday, excluding holidays, unless otherwise stipulated. CONTRACTOR shall notify the CITY of deliveries that require special handling and/or assistance for off-loading. In the event that CONTRACTOR fails to notify CITY of the requirement for this type of delivery, CITY shall not be responsible for any add-on redelivery, storage or handling charges.

## 1.10 Inspection

All commodities delivered are subject to inspection upon receipt by a representative of the CITY. All rejected commodities shall remain the property of the CONTRACTOR and will be returned at the CONTRACTOR's expense.

## 1.11 Quantities

Quantities specified herein cannot be changed without CITY approval in writing. Goods shipped in excess of quantity designated may be returned at the CONTRACTOR's expense.

## 1.12 Uniform Commercial Code

Florida law, including without limitation the Uniform Commercial Code (Chapter 670-680, Florida Statutes), shall apply to and supplement the terms and conditions of this Agreement.

## 1.13 Legal Responsibility

CONTRACTOR understands and agrees that the items covered herein shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the CONTRACTOR shall in no way be a cause for relief from responsibility.

#### 1.14 Compliance With Laws

CONTRACTOR shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to this Agreement.

#### 1.15 Excusable Delays

The CITY may grant additional time for any delay or failure to delivery hereunder if the delay will not adversely impact the best interests of the CITY and is due to causes beyond the control of the CONTRACTOR. Such grant must be in writing and made part of the Agreement.

#### 1.16 Termination

CITY, acting through its City Manager or designee, reserves the right to terminate this Agreement in whole or in part for default (a) if CONTRACTOR fails to perform in accordance with any of the requirements of this Agreement, or (b) if CONTRACTOR becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against CONTRACTOR under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to CITY except for completed items delivered and accepted by the CITY. CONTRACTOR will be liable for excess costs of re-procurement.

#### 1.16 Default

In the event of default by the CONTRACTOR, CITY may procure the articles or services covered by this Agreement from other sources and hold the CONTRACTOR responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

#### 1.17 Indemnification

CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by the CITY, to defend the CITY, and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, for (a) demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, of CONTRACTOR, its officials, agents, employees or subcontractors arising out of this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof and for (b) demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.

CONTRACTOR shall indemnify CITY, and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by

CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services or goods furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY and any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.

CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.

The provisions of this indemnification section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager and the City Attorney, 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.

#### 1.18 Anti-Discrimination

The CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for disqualification. The CONTRACTOR shall represent that it has adopted and maintains a policy of nondiscrimination as defined herein during the provision of services. The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of this Agreement.

#### 1.19 Applicable Law And Venue; Attorneys' Fees And Costs

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue for any action to enforce or related to this Agreement shall be in Broward County, Florida, only. The parties expressly waive all rights to trial by jury, including advisory juries, for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether formal legal action is required, each party shall pay its own attorney's fees and costs.



1.20 Publicity

No endorsement by the CITY of the product and/or service will be used by the CONTRACTOR in any way, manner or form in product literature, advertising, or for any other purpose.

1.21 Acceptance

CONTRACTOR's acceptance of all of the terms and conditions contained in this Agreement will be presumed unless CONTRACTOR acknowledges exception, in writing, to the CITY prior to the earlier of (a) ten calendar days after date of the Agreement or (b) the first performance by either party of any obligations under this Agreement.

1.22 Representative

All parties to this Agreement agree that the representatives named herein possess full and complete authority to bind the parties.

1.23 Assignment

Any assignment of this Agreement or the performance of work hereunder, in whole or in part, is prohibited.

1.24 Non-Appropriation Of Funds

In the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments due under this Agreement, then the CITY, upon written notice to CONTRACTOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the CITY.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 2

BID ITEM PRICING

The Bidder offers the following to furnish the light fixtures in accordance with the solicitation documents. The lump sum costs as set out herein shall be inclusive of all costs for each, including freight. Installation services are excluded. Specifications are as shown in Exhibit A of the Bid document. Whenever proprietary names are specified, whether or not followed by the words "or equal", it shall be subject to equals as approved and accepted as "equal" by the CITY, as it shall be the CITY's prerogative to select which items are the lowest bid, item by item, meeting specifications from the information furnished by the Bidder with his Bid and/or sample inspection and/or testing of the items specified herein.

Item	Description of Item	UOM	Qty	Price	Total
1	Furnish LED Court Lights (See Exhibit A)	EA	76	\$ _____	\$ _____
2	Furnish Dual Head Powder Coated Mounting Adaptor (Vertical Slipfitter Mount Square for 2" pipe tenon, 2-3/8" O.D.)	EA	14	\$ _____	\$ _____
3	Furnish Single Head Powder Coated Mounting Adaptor (Vertical Slipfitter Mount Square for 2" pipe tenon, 2-3/8" O.D.)	EA	48	\$ _____	\$ _____
<b>Grand Total (Items 1 thru 3):</b>					\$ _____
Calendar Days for Delivery: _____					

If submitting a "equal" product, please provide the following information and attach corresponding data sheets to include "equal" product specifications.

Manufacturer: \_\_\_\_\_

Model No.: \_\_\_\_\_

Delivery in \_\_\_\_\_ calendar days.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ; and \_\_\_\_\_ authorized to execute same.

CITY OF WESTON,  
through its City Commission

ATTEST:

\_\_\_\_\_  
Patricia A. Bates, MMC, City Clerk

By: \_\_\_\_\_  
Margaret Brown, Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Donald P. Decker, City Manager  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

By: \_\_\_\_\_  
Jamie Alan Cole, City Attorney  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**(CITY SEAL)**

AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND \_\_\_\_\_ FOR  
BID NO. 2022-14 FOR PURCHASE OF TENNIS COURT LIGHTING.

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

STATE OF FLORIDA            )  
COUNTY OF BROWARD    )

Sworn to (or affirmed) and subscribed before me by means of \_\_\_\_ physical presence or \_\_\_\_ online  
notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_  
*(Name of person making statement)*

Personally known to me \_\_\_\_ or has produced Identification \_\_\_\_, type of identification  
produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

**END OF AGREEMENT**