



CITY OF WESTON, FLORIDA

PURCHASE OF LUMEC ROADSTAR STREET LIGHTING LED FIXTURES

BID NO. 2024-06

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PURCHASE OF LUMEC ROADSTAR STREET LIGHTING LED FIXTURES

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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 LUMEC ROADSTAR STREET LIGHTING LED FIXTURES
BID NO. 2024-06**

Bids shall be accepted from lighting distributors to furnish Lumec Roadstar LED fixtures for street lighting for the City of Weston. Scope of work includes furnishing of Lumec Roadstar LED second generation street light fixtures (furnish only). Installation services are excluded. It is the CITY's intent to award the Bid to the lowest responsive and responsible bidder.

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.

BID SUBMITTAL DEADLINE

Sealed bids shall be received by the Director of Procurement until **2:00 p.m. local time on June 13, 2024 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: Bid No. 2024-06 Purchase Of Lumec Roadstar Street Lighting Led Fixtures
Event address for attendees:	https://westonfl.webex.com/westonfl/j.php?MTID=m27e6783322dfe69d3056a3137c44459f You may also connect to: www.webex.com <ul style="list-style-type: none">• Click "Join a Meeting"• Enter Event/Meeting Number
Date and Time:	Thursday, June 13, 2024 at 2:00 p.m. Eastern Standard Time (New York, GMT-05:00)
Event Number:	2310 126 9643
Event Password:	Weston (937866 when dialing from a phone or video system)
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: 2310 126 9643

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. 2024-06, Purchase of Lumec Roadstar Street Lighting Led Fixtures, 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 set of completed documents 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. 2024-06, Purchase of Lumec Roadstar Street Lighting Led Fixtures, 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, with "Bid No. 2024-06, Purchase of Lumec Roadstar Street Lighting Led Fixtures"** 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;
Kara Petty, Director of Parks and Recreation, Selection Committee Member;
Andrew Matusevich, Assistant Director of Landscaping, 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: May 30, 2024

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 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 the 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.

2.25 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 portion of the services set forth in the Bid as determined to be in the nest 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 the 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, proposers or responders, 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 Intent To Award:** After a Notice of Intent to Award an Agreement is posted, any actual bidder, proposer or responder who is aggrieved in connection with the pending award of the agreement or any element of the process, including a determination that a bidder, proposer or responder is non-responsible or non-responsive, may file a protest with 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. It shall be the sole responsibility of such bidder, proposer or responder to verify the operating hours of City Hall. A Notice of Intent to Reject all Bids, Proposals or Responses is subject to the protest procedure.

- C. **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 City Clerk. The official clock at the City Hall reception desk shall govern.
- D. **Protest Bond:** Any bidder, proposer or responder filing a protest shall simultaneously provide a protest bond to the CITY in the amount set forth in the sealed competitive method documents. 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 and shall be in the amount specified in the sealed competitive method documents.
- E. **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 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 protest committee. The meeting of the protest committee shall be opened to the public and all of the actual bidders, responders or proposers 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, responders or proposers shall have a right to be represented by an attorney at the protest committee meeting and the City Commission meeting. All of the actual bidders, responders or proposers shall be notified of the determination by the protest committee. The protest committee shall terminate upon the award of the contract, or such other time as determined by the City Commission.
- F. **Stay of Award:** In the event of a timely protest, the City Manager shall stay the award of the agreement or the sealed competitive method unless the City Manager determines that the award of the agreement without delay or the continuation of the sealed competitive method is necessary to protect any substantial interest of the CITY. The continuation of the sealed competitive method or award process under these circumstances shall not preempt or otherwise affect the protest.
- G. **Appeals to City Commission:** Any actual bidder, proposer or responder who is aggrieved by a determination of the protest committee may appeal the determination to the City Commission by filing an appeal with 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 City Clerk.
- H. **Failure to file protest.** Any actual bidder, proposer or responder that does not formally protest or appeal in accordance with this Section shall not have standing to protest the City Commission 's 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 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.

2.35 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.

2.36 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.

2.37 Social, Political, Or Ideological Interests

Bidder's social, political, or ideological interests shall not be considered when determining responsiveness and/or responsibility of bid submittal.

SECTION 3

BACKGROUND INFORMATION

3.1 General

Bids shall be accepted from lighting distributors to furnish Lumec Roadstar LED fixtures for street lighting for the City of Weston. Scope of work includes furnishing of Lumec Roadstar LED second generation fixtures for the City's Street lighting system (furnish only). Installation services are excluded. Specifications are as shown in Exhibit A.

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 procedure, 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 acknowledged 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 Compliance With Code Of Federal Regulations And Federal Standards

All services purchased under this agreement shall be in accordance with the 2 Code of Federal Regulations (CFR), Part 200 for Uniform Administrative Requirements, Cost Principle and Audit Requirements for Federal Awards. In addition, CONTRACTOR shall adhere to all applicable governmental standards, including, but not limited to those issued by the Occupation Safety and Health Administration (OSHA), the National Institute of Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). It shall be the responsibility of the CONTRACTOR to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this agreement.

A complete copy of the CFR may be obtained by visiting the following website:
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

A. Requirements for CONTRACTOR Compliance

1. CONTRACTOR shall assist in ensuring that the CITY is in compliance with Federal Emergency Management Agency's (FEMA) reimbursement requirements, as set forth in the CFR, §200.318, General Procurement Standards.
2. If subcontractors are utilized, the CONTRACTOR shall take all necessary affirmative

steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. IV. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. V. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce or similar State and County agencies.

CONTRACTOR may use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Websites and contact information can be found at <https://www.sba.gov/> and <https://www.mbda.gov/>.

- 4.22 Section 4.21 through 4.36 details the federally required and FEMA recommended provisions applicable to Public Assistance (PA), that CONTRACTOR shall comply with as the CITY (Applicant/Non-Federal Entity) plans to use Federal financial assistance awarded by FEMA to pay or reimburse equipment expenses or services under this agreement (contract). This agreement (contract) must contain the applicable clauses described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards under 2 C.F.R. § 200.326. (Search "Appendix II to Part 200" at <https://www.ecfr.gov/>)

Appendix K: Contract Provisions of the Public Assistance Program and Policy Guide (PAPPG), outlines the federally required contract provisions in addition to FEMA recommended provisions applicable to PA Applicant contracts such as this Agreement.

In the event that a conflict arises between the Federal requirements set forth in Section 4.21 through Section 4.36 and any other provisions of this Agreement, the Federal requirements shall control and prevail.

4.23 Equal Employment Opportunity

During the performance of this contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.
- D. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTORS and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4.24 Compliance with the Contract Work Hours and Safety Standards Act

This requirement applies to all FEMA contracts awarded by the non-federal entity exceeding \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply

to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act.

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 4.24(A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 4.14(A) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 4.24(A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 4.14(B) of this section.
- D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 4.14(A) through (D) of this section.

4.25 Clean Air Act

This requirement applies to contracts awarded by a non-Federal entity of amounts exceeding \$150,000 under a federal grant.

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et

seq.

- B. The CONTRACTOR agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4.26 Federal Water Pollution Control Act

This requirement applies to contracts awarded by a non-Federal entity of amounts exceeding \$150,000 under a federal grant.

- A. The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The CONTRACTOR agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4.27 Suspension and Debarment

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- D. The CONTRACTOR (PROPOSER) agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR (PROPOSER) further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4.28 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

This requirement applies to all FEMA grant and cooperative agreement programs. CONTRACTORS that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II, I; 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification: If applicable, CONTRACTOR must sign and submit with this Agreement the following certification, APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying.

4.29 Procurement of Recovered Materials

This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.

Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or

3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

4.30 Access to Records

The following access to records requirements applies to this contract:

- A. The CONTRACTOR agrees to provide State of Florida, the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the CITY and the CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

4.31 Changes Clause

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

4.32 DHS Seal, Logo, And Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4.33 Compliance with Federal Law, Regulations, And Executive Orders

The CITY acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4.34 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

4.35 Program Fraud and False or Fraudulent Statements or Related Acts

The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

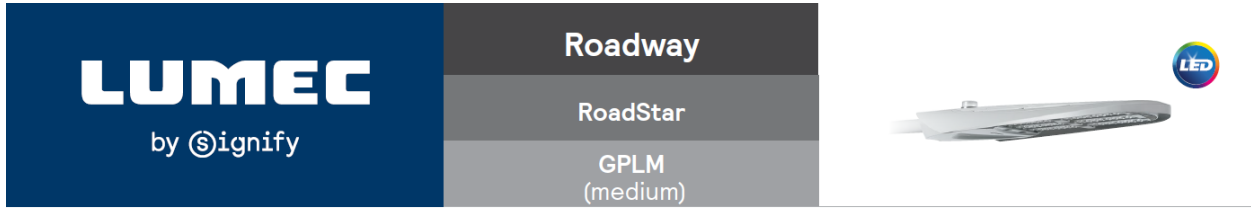
4.36 Contingency Allowance

CONTRACTOR agrees that a contingency allowance, if any, is for the sole use of the CITY to cover unanticipated costs.

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EXHIBIT A

No Substitutions will be considered.



Lumec RoadStar LED architectural roadway luminaire combines the look of a decorative product with the performance of a roadway or site/area luminaire, resulting in highly effective illumination and a stylish appearance. Featuring two different sizes, RoadStar offers a consistent look across pedestrian, general, and street lighting areas. Includes Service Tag, innovative way to provide assistance throughout the life of the product

Project:

Location:

Cat.No:

Type:

Lamps: Qty:

Notes:

Ordering guide

example: GPLM-64L700NW-G2-R3M-UNV-RCD-HS-GY3

Series	LED Module	Board Generation ¹	Optical System	Ballast	Driver and Dimming	Luminaire Options	Accessories ⁷	Finish
GPLM		G2						
GPLM RoadStar LED roadway luminaire, medium	<i>Neutral White</i> 64L530NW 64L700NW 64L1050NW 80L530NW 80L700NW 80L1050NW 96L530NW 96L700NW 96L1050NW <i>Warm White</i> 64L530WW 64L700WW 64L1050WW 80L530WW 80L700WW 80L1050WW 96L530WW 96L700WW 96L1050WW	G2	R2S Type II short (ASYM) R2M Type II Medium (ASYM) R3S Type III short (ASYM) R3M Type III Medium (ASYM) R3W Type III Wide (ASYM) 4 Type IV (ASYM) 5² Type V (SYMM)	UNV 120- 277VAC HVU 347- 480VAC	<i>Standard:</i> DMG Dimmable driver 0-10V <i>Optional:</i> Dynadimmer Economy Profile CDMG25^{3,4} CDMG50^{3,4} CDMG75^{3,4} Median Profile CDMGM25^{3,4} CDMGM50^{3,4} CDMGM75^{3,4} Safety Profile CDMG25^{3,4} CDMG50^{3,4} CDMG75^{3,4} DALP⁴ Digitally Addressable Lighting Interface DMG-AST^{3,4} Adjustable Startup Time DMG-CLO^{3,4} Constant Light Output DMG-OTL^{3,4} Over The Life <i>*Includes 0-10v dimming</i>	<i>Standard:</i> RCD⁵ Receptacle for twist-lock photo- cell or shorting cap, 5-pin (standard) <i>Optional:</i> HS House Side Shield, shield, 1 per 16 LED light engine RCD7⁵ Receptacle for twist-lock photo- cell or shorting cap, 7-pin (optional) SP2 20kV / 20kA Surge Protector (optional) BAC⁶ Meets the requirements of the Buy American Act of 1933 (BAA)	PH8 Twist-lock Photoelectric Cell, UNV (120-277VAC) PH8/347 Twist-lock Photoelectric Cell, HVU (347VAC) PH8/480 Twist-lock Photoelectric Cell, HVU (480VAC) PHXL Twist-lock Photoelectric Cell, extended life, UNV (120-277VAC) PH9 Shorting cap	BK Black finish BR Bronze finish GY3 Grey finish WH White finish

- Consult factory for Warm White (3000K) details.
- Not available with HS option.
- 347V and 480V not available.
- Dimming choices: Select either DMG or one of the CDMG options or DALI.
- Use of photoelectric cell or shorting cap is required to ensure proper illumination.
- Failure to properly select the "BAC" suffix could result in you receiving product that is not BAA compliant product with no recourse for an RMA or refund. This BAC designation hereunder does not address (i) the applicability of, or availability of a waiver under, the Trade Agreements Act, or (ii) the "Buy America" domestic content requirements imposed on states, localities, and other non-federal entities as a condition of receiving funds administered by the Department of Transportation or other federal agencies.
- Consult Signify to confirm whether specific accessories are BAA-compliant.

Note: GPLM is compatible to accept the CityTouch wireless lighting control device



GPLM RoadStar LED Luminaire (medium)

Roadway

LED wattage and lumen values

LED CRI = 70, CCT = 4000K nominal (3985K +/- 275K or 3710K to 4260K), System (LED + driver) rated life = 100,000 hrs¹ / 93,000 hrs²

LED Module	Typical delivered lumens	Typical system wattage (W) ³	Typical System Current (A) @						LED current (mA)	Luminaire Efficacy Rating (Lm/W)	BUG rating
			120V	208V	240V	277V	347V	480V			
64L530NW-G2-R2M	12491	105	0.88	0.51	0.45	0.40	0.30	0.22	530	119	B3-U0-G2
64L530NW-G2-R2S	13152	105	0.88	0.51	0.45	0.40	0.30	0.22	530	125	B3-U0-G2
64L530NW-G2-R3M	12512	105	0.88	0.51	0.45	0.40	0.30	0.22	530	119	B3-U0-G2
64L530NW-G2-R3S	12459	105	0.88	0.51	0.45	0.40	0.30	0.22	530	119	B2-U0-G2
64L530NW-G2-R3W	12278	105	0.88	0.51	0.45	0.40	0.30	0.22	530	117	B2-U0-G2
64L530NW-G2-4	12383	105	0.88	0.51	0.45	0.40	0.30	0.22	530	118	B2-U0-G2
64L530NW-G2-5	12854	105	0.88	0.51	0.45	0.40	0.30	0.22	530	122	B4-U0-G2
64L700NW-G2-R2M	15619	141	1.15	0.66	0.58	0.51	0.41	0.30	700	111	B3-U0-G2
64L700NW-G2-R2S	16445	141	1.15	0.66	0.58	0.51	0.41	0.30	700	117	B3-U0-G2
64L700NW-G2-R3M	15645	141	1.15	0.66	0.58	0.51	0.41	0.30	700	111	B3-U0-G3
64L700NW-G2-R3S	15578	141	1.15	0.66	0.58	0.51	0.41	0.30	700	110	B2-U0-G3
64L700NW-G2-R3W	15352	141	1.15	0.66	0.58	0.51	0.41	0.30	700	109	B2-U0-G3
64L700NW-G2-4	15378	141	1.15	0.66	0.58	0.51	0.41	0.30	700	109	B2-U0-G3
64L700NW-G2-5	16073	141	1.15	0.66	0.58	0.51	0.41	0.30	700	114	B4-U0-G2
64L1050NW-G2-R2M	21550	217	1.77	1.01	0.89	0.77	0.62	0.45	1050	99	B3-U0-G3
64L1050NW-G2-R2S	22913	217	1.77	1.01	0.89	0.77	0.62	0.45	1050	106	B3-U0-G2
64L1050NW-G2-R3M	21914	217	1.77	1.01	0.89	0.77	0.62	0.45	1050	101	B3-U0-G3
64L1050NW-G2-R3S	21316	217	1.77	1.01	0.89	0.77	0.62	0.45	1050	98	B3-U0-G3
64L1050NW-G2-R3W	21236	217	1.77	1.01	0.89	0.77	0.62	0.45	1050	98	B3-U0-G4
64L1050NW-G2-4	21290	217	1.77	1.01	0.89	0.77	0.62	0.45	1050	98	B3-U0-G4
64L1050NW-G2-5	22129	217	1.77	1.01	0.89	0.77	0.62	0.45	1050	102	B5-U0-G3
80L530NW-G2-R2M	15549	132	1.11	0.64	0.56	0.50	0.37	0.27	530	118	B3-U0-G2
80L530NW-G2-R2S	16372	132	1.11	0.64	0.56	0.50	0.37	0.27	530	124	B3-U0-G2
80L530NW-G2-R3M	15575	132	1.11	0.64	0.56	0.50	0.37	0.27	530	118	B3-U0-G3
80L530NW-G2-R3S	15508	132	1.11	0.64	0.56	0.50	0.37	0.27	530	117	B2-U0-G3
80L530NW-G2-R3W	15283	132	1.11	0.64	0.56	0.50	0.37	0.27	530	116	B2-U0-G3
80L530NW-G2-4	15414	132	1.11	0.64	0.56	0.50	0.37	0.27	530	117	B2-U0-G3
80L530NW-G2-5	16001	132	1.11	0.64	0.56	0.50	0.37	0.27	530	121	B4-U0-G2
80L700NW-G2-R2M	19383	180	1.46	0.86	0.76	0.69	0.52	0.39	700	108	B3-U0-G3
80L700NW-G2-R2S	20409	180	1.46	0.86	0.76	0.69	0.52	0.39	700	113	B3-U0-G2
80L700NW-G2-R3M	19404	180	1.46	0.86	0.76	0.69	0.52	0.39	700	108	B3-U0-G3
80L700NW-G2-R3S	19333	180	1.46	0.86	0.76	0.69	0.52	0.39	700	107	B2-U0-G3
80L700NW-G2-R3W	19052	180	1.46	0.86	0.76	0.69	0.52	0.39	700	106	B3-U0-G4
80L700NW-G2-4	19215	180	1.46	0.86	0.76	0.69	0.52	0.39	700	107	B3-U0-G4
80L700NW-G2-5	19947	180	1.46	0.86	0.76	0.69	0.52	0.39	700	111	B5-U0-G3
80L1050NW-G2-R2M	26434	270	2.22	1.27	1.11	0.96	0.78	0.57	1050	98	B3-U0-G3
80L1050NW-G2-R2S	28095	270	2.22	1.27	1.11	0.96	0.78	0.57	1050	104	B3-U0-G3
80L1050NW-G2-R3M	26870	270	2.22	1.27	1.11	0.96	0.78	0.57	1050	100	B3-U0-G4
80L1050NW-G2-R3S	26137	270	2.22	1.27	1.11	0.96	0.78	0.57	1050	97	B3-U0-G4
80L1050NW-G2-R3W	26038	270	2.22	1.27	1.11	0.96	0.78	0.57	1050	96	B3-U0-G4
80L1050NW-G2-4	26105	270	2.22	1.27	1.11	0.96	0.78	0.57	1050	97	B3-U0-G4
80L1050NW-G2-5	27136	270	2.22	1.27	1.11	0.96	0.78	0.57	1050	101	B5-U0-G3

1. L₇₀ = 100,000 hrs (at ambient temperature = 25°C and forward current = 530 to 700 mA).

2. L₉₀ = 93,000 hrs (at ambient temperature = 25°C and forward current = 1050 mA).

3. System wattage or total luminaire wattage includes the LED module and the LED driver.

Notes: Due to rapid and continuous advances in LED technology, LED luminaire data is subject to change without notice and at the discretion of Signify. IES files with HS house side shield and/or Warm White options are also available – contact the factory.

GPLM RoadStar LED Luminaire (medium)

Roadway

LED wattage and lumen values (continued)

LED CRI = 70, CCT = 4000K nominal (3985K +/- 275K or 3710K to 4260K), System (LED + driver) rated life = 100,000 hrs¹ / 93,000 hrs²

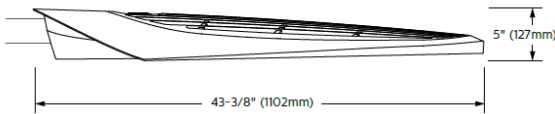
LED Module	Typical delivered lumens	Typical system wattage (W) ³	Typical System Current (A) @						LED current (mA)	Luminaire Efficacy Rating (Lm/W)	BUG rating
			120V	208V	240V	277V	347V	480V			
96L530NW-G2-R2M	18580	158	1.32	0.78	0.7	0.62	0.47	0.35	530	118	B3-U0-G3
96L530NW-G2-R2S	19564	158	1.32	0.78	0.7	0.62	0.47	0.35	530	124	B3-U0-G2
96L530NW-G2-R3M	17872	158	1.32	0.78	0.7	0.62	0.47	0.35	530	113	B3-U0-G3
96L530NW-G2-R3S	18532	158	1.32	0.78	0.7	0.62	0.47	0.35	530	117	B2-U0-G3
96L530NW-G2-R3W	18263	158	1.32	0.78	0.7	0.62	0.47	0.35	530	116	B3-U0-G3
96L530NW-G2-4	18419	158	1.32	0.78	0.7	0.62	0.47	0.35	530	117	B3-U0-G3
96L530NW-G2-5	19121	158	1.32	0.78	0.7	0.62	0.47	0.35	530	121	B4-U0-G2
96L700NW-G2-R2M	23082	213	1.74	1.01	0.89	0.80	0.62	0.45	700	109	B3-U0-G3
96L700NW-G2-R2S	24304	213	1.74	1.01	0.89	0.80	0.62	0.45	700	114	B3-U0-G2
96L700NW-G2-R3M	23121	213	1.74	1.01	0.89	0.80	0.62	0.45	700	108	B3-U0-G3
96L700NW-G2-R3S	23022	212	1.74	1.01	0.89	0.80	0.62	0.45	700	109	B3-U0-G4
96L700NW-G2-R3W	22688	214	1.74	1.01	0.89	0.80	0.62	0.45	700	106	B3-U0-G4
96L700NW-G2-4	22882	213	1.74	1.01	0.89	0.80	0.62	0.45	700	107	B3-U0-G4
96L700NW-G2-5	23753	213	1.74	1.01	0.89	0.80	0.62	0.45	700	112	B5-U0-G3
96L1050NW-G2-R2M	30975	320	2.66	1.52	1.33	1.15	0.93	0.68	1050	97	B4-U0-G4
96L1050NW-G2-R2S	32924	324	2.66	1.52	1.33	1.15	0.93	0.68	1050	102	B4-U0-G3
96L1050NW-G2-R3M	31496	325	2.66	1.52	1.33	1.15	0.93	0.68	1050	97	B4-U0-G4
96L1050NW-G2-R3S	30629	321	2.66	1.52	1.33	1.15	0.93	0.68	1050	95	B3-U0-G4
96L1050NW-G2-R3W	30519	326	2.66	1.52	1.33	1.15	0.93	0.68	1050	94	B3-U0-G5
96L1050NW-G2-4	30598	326	2.66	1.52	1.33	1.15	0.93	0.68	1050	94	B3-U0-G5
96L1050NW-G2-5	31797	323	2.66	1.52	1.33	1.15	0.93	0.68	1050	98	B5-U0-G4

- L₇₀ = 100,000 hrs (at ambient temperature = 25°C and forward current = 530 to 700 mA).
- L₉₀ = 93,000 hrs (at ambient temperature = 25°C and forward current = 1050 mA).
- System wattage or total luminaire wattage includes the LED module and the LED driver.

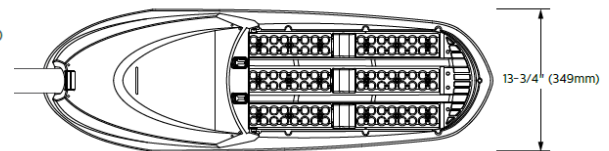
Notes: Due to rapid and continuous advances in LED technology, LED luminaire data is subject to change without notice and at the discretion of Signify. IES files with HS house side shield and/or Warm White options are also available – contact the factory.

Dimensions

Side View



Bottom View



Weight: 27.0 lbs (12.3 kg)
EPA: 0.94 sq. ft.

Predicted Lumen Depreciation Data

Predicted performance derived from LED manufacturer's data and engineering design estimates, based on IESNA LM-80 methodology. Actual experience may vary due to field application conditions. L₇₀ is the predicted time when LED performance deprecates to 70% of initial lumen output. Calculated per IESNA TM21-11. Published L₇₀ hours limited to 6 times actual LED test hours

Ambient Temperature °C	Driver mA	Calculated L ₇₀ Hours	L ₇₀ per TM-21	Lumen Maintenance % at 60,000 hrs
25°C	up to 700 mA	>100,000 hours	>60,000 hours	>89%
25°C	1050 mA	>93,200 hours	>60,000 hours	>81%

GPLM RoadStar LED Luminaire (medium)

Roadway

Specifications

Housing

The upper grid and lower part of the housing are made of a low copper die cast Aluminum alloy (A360), 0.100" (2.5mm) minimum thickness. Fits on a 1.66" (42mm) O.D. (1.25" NPS), 1.9" (48mm) O.D. (1.5" NPS) or 2 3/8" (60mm) O.D. (2" NPS) by 7 3/4" (197mm) minimum long tenon. Comes with two zinc plated clamps fixed by 4 zinc plated hexagonal bolts 3/8 16 UNC for ease of installation. Provides an easy step adjustment of +/- 5° tilt in 2.5° increments. Includes integral bubble level standard (always included). A quick release, tool less entry, single latch, hinged, removable door opens downward to provide access to electronic components and to a terminal block. Door is secured to prevent accidental dropping or disengagement. Complete with a bird guard protecting against birds and similar intruders. ANSI label to identify wattage and source included in box.

Light Engine

Composed of 4 main components: Heat Sink / LED Module / Optical System / Driver

Electrical components are RoHS compliant, IP66 sealed light engine. LEDs tested by ISO 17025 2005 accredited lab in accordance with IESNA LM 80 guidelines in compliance with EPA ENERGY STAR, extrapolations in accordance with IESNA TM 21. Metal core board ensures greater heat transfer and longer lifespan.

Heat Sink: Built in the housing, designed to ensure high efficacy and superior cooling by natural convection air flow pattern always close to LEDs and driver optimising their efficiency and life. Product does not use any cooling device with moving parts (only passive cooling). Entire luminaire is rated for operation in ambient temperature of 40°C / 40°F up to +40°C / +104°F.

LED Module: Composed of high performance white LEDs. Color temperature as per ANSI/NEMA bin Neutral White, 4000 Kelvin nominal (3985K +/- 275K or 3710K to 4260K), CRI 70 Min. 75 Typical. 3000 Kelvin also available

Optical System: Composed of high performance UV stabilized optical grade polymer refractor lenses to achieve desired distribution optimized to get maximum spacing, target lumens and a superior lighting uniformity. System is rated IP66. Performance shall be tested per LM 63, LM 79 and TM 15 (IESNA) certifying its photometric performance. 0% uplight and U0 per IESNA TM-15. Dark Sky compliant when 3000K option selected.

Driver: High power factor of 95%. Electronic driver, operating range 50/60 Hz. Auto adjusting universal voltage input from 120 to 277 VAC or 347 to 480 VAC rated for both application line to line or line to neutral, Class I, THD of 20% max. **Driver comes with dimming compatible 0 10 volts.**

The current supplying the LEDs will be reduced by the driver if the driver experiences internal overheating as a protection to the LEDs and the electrical components. Output is protected from short circuits, voltage overload and current overload. Automatic recovery after correction. Standard built in driver surge protection of 25kV (min).

Surge Protector: Surge protector tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line Ground, Line Neutral and Neutral Ground, and in accordance with U.S. DOE (Department of Energy) MSSLC (Municipal Solid State Street Lighting Consortium) model specification for LED roadway luminaires electrical immunity requirements for High Test Level 10kV / 10kA.

Driver Options

AST: Pre-set driver for progressive start-up of the LED module(s) to optimize energy management and enhance visual comfort at start-up.

CLO: Pre-set driver to manage the lumen depreciation by adjusting the power given to the LEDs offering the same lighting intensity during the entire lifespan of the LED module.

DALI: Pre-set driver compatible with the DALI control system.

OTL: Pre-set driver to signal end of life of the LED module(s) for better fixture management.

CDMG: Dynamimmer standard dimming functionalities including pre-programmed scenarios to suit many applications and needs from safety to maximum energy savings.

Safety Mode:

CDMGS25: 4 hours, 25% power dimming

CDMGS50: 4 hours 50% power dimming

CDMGS75: 4 hours 75% power dimming

Median Mode:

CDMGM25: 6 hours 25% power dimming

CDMGM50: 6 hours 50% power dimming

CDMGM75: 6 hours 75% power dimming

Economy Mode:

CDMGE25: 8 hours 25% power dimming

CDMGE50: 8 hours 50% power dimming

CDMGE75: 8 hours 75% power dimming

Luminaire Options

HS: House side shield, 1 per 16 LED light engine.

SP2: 20kV / 20kA surge protection device that provides extra protection beyond the SP1 10kV/10kA level.

RCD*: (standard): Receptacle with 5 pins enabling dimming and additional functionality (to be determined), can be used with a twist lock node or photoelectric cell or a shorting cap.

RCD7*: (optional): Receptacle with 7 pins enabling dimming and additional functionality (to be determined), can be used with a twist lock node or photoelectric cell or a shorting cap.

Please note: Additional hardware will be required to utilize the additional 2 pins on this receptacle.

* Use of photoelectric cell or shorting cap is required to ensure proper illumination.

Accessories

PH8: Twist-lock Photoelectric Cell, UNV (120-277VAC).

PH8/347: Twist-lock Photoelectric Cell, HVU (347VAC).

PH8/480: Twist-lock Photoelectric Cell, HVU (480VAC).

PHXL: Twist-lock Photoelectric Cell, extended life, UNV (120-277VAC).

PH9: Shorting cap.

Luminaire Useful Life

Refer to IES files for energy consumption and delivered lumens for each option. Based on ISTMT in situ thermal testing in accordance with UL1598 and UL8750, System Reliability Tool, Advance data and Lumileds LM-80/TM-21 data, expected to reach 100,000 + hours with >L₇₀ lumen maintenance @ 25°C. Luminaire Useful Life accounts for LED lumen maintenance AND all of these additional factors including: LED life, driver life, PCB substrate, solder joints, on/off cycles, burning hours and corrosion.

Wiring

The connection of the luminaire is done using a terminal block connector 600V, 85A for use with #2-14 AWG. wires from the primary circuit, located inside the housing. Due to the inrush current that occurs with electronic drivers, recommend using a 10Amp time delay fuse to avoid unwanted fuse blowing (false tripping) that can occur with normal or fast acting fuses.

Hardware

All exposed screws shall be complete with Ceramic primer-seal basecoat to reduce seizing of the parts and offers a high resistance to corrosion. All seals and sealing devices are made and/or lined with EPDM and/or silicone and/or rubber.

Finish

In accordance with the AAMA 2603 standard. Application of polyester powder coat paint (4 mils/100 microns) with ± 1 mils/24 microns of tolerance. The Thermosetting resins provides a discoloration resistant finish in accordance with the ASTM D2244 standard, as well as luster retention in keeping with the ASTM D523 standard and humidity proof in accordance with the ASTM D2247 standard.

The surface treatment achieves a minimum of 3000 hours for salt spray resistant finish in accordance with testing performed and per ASTM B117 standard.

GPLM RoadStar LED Luminaire (medium)

Roadway

Specifications (continued)

LED products manufacturing standard

The electronic components sensitive to electrostatic discharge (ESD) such as light emitting diodes (LEDs) are assembled in compliance with IEC61340 5 1 and ANSI/ESD S20.20 standards so as to eliminate ESD events that could decrease the useful life of the product.

Vibration Resistance

The GPLM meets the ANSI C136.31, American National Standard for Roadway Luminaire Vibration specifications for Bridge/overpass applications (Tested for 3G over 100 000 cycles by an independent lab).

Certifications and Compliance

cULus Listed for Canada and USA. Luminaire meets DOE and MSSLIC Model Specification for LED Roadway Luminaires. RoadStar LED roadway luminaires are DesignLights Consortium qualified. Luminaire complies with or exceeds the following ANSI C136 standards:
.2, .3, .10, .14, .15, .22, .25, .31, .37, .41.

Service Tag

Each individual luminaire is uniquely identifiable, thanks to the Service tag application. With a simple scan of a QR code, placed on the inside of the mast door, you gain instant access to the luminaire configuration, making installation and maintenance operations faster and easier, no matter what stage of the luminaire's lifetime. Just download the APP and register your product right away.

For more details visit: signify.com/servicetag

Limited Warranty

10-year limited warranty.
See signify.com/warranties for details and restrictions.

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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 LUMEC ROADSTAR STREET LIGHT LED FIXTURES
BID NO. 2024-06

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.

Signature

Title

Print Name

Date

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.

Signature

Title

Print Name

Date

(

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.

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

Signature

Title

Print Name

Date

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"):

Signature

Title

Print Name

Date

FORM 6
CERTIFICATION TO ACCURACY

Bidder, by executing this CERTIFICATION TO ACCURACY OF BID Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the bid submittal in support of its 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.**

Before me, the undersigned authority, on this day personally appeared _____, who, upon being duly sworn, deposes and says:

1. I am _____ of _____, the Bidder that has submitted the attached Bid;
2. I ___ certify that I am authorized to sign this solicitation response on behalf of the Bidder as indicated in Form 1 as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Bidder.
3. I am fully informed respecting the preparation and contents of the attached Bid and of all Forms, Affidavits and documents submitted in support of such Bid;
4. I attest that all forms, affidavits, certifications, documents, statements, oral, written or otherwise submitted in support of this Bid and included in this Bid are true and accurate;
5. No information that should have been included in such forms, affidavits, certification and documents has been omitted; and
6. No information that is included in such Forms, Affidavits or documents is false or misleading.
7. I acknowledge that untruthful and incorrect statements made in support of the Vendor's response may be used by the CITY as a basis for rejection, rescission of the award, or termination of the Agreement, and that the CITY's rights and remedies set forth herein are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 6
CERTIFICATION TO ACCURACY
(Continued)

I understand that I am swearing or affirming under oath to the truthfulness of the matters set forth above and that the intentional making of a false statement under oath constitutes perjury under Florida law.

_____	_____
Signature (Blue Ink Only)	Date
_____	_____
Print Name	Title

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 20___, by _____ as _____
(Name of person acknowledging) *(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)	_____ Date
_____ Print Name	_____ Title

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)

Signature

Date

FORM 9

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 signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

Signature (Blue Ink Only)

Date

Print Name

Title

SECTION 6

AGREEMENT DOCUMENTS

The Agreement located in this Section for the Lumec Roadstar Street Light LED Fixtures, 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 LUMEC ROADSTAR STREET LIGHT LED FIXTURES

BID NO. 2024-06

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 Lumec Roadstar Street Light LED Fixtures. References in this Agreement to "City Manager" shall be meant to include his designee.

WITNESSETH:

WHEREAS, CITY solicited bids from Bidders for the Lumec Roadstar Street Light LED Fixtures; 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 Lumec Roadstar Street Light LED Fixtures and authorized the appropriate CITY officials to execute an Agreement with the responsive and responsible bidder offering the lowest total bid amount;

WHEREAS, CITY has selected CONTRACTOR for the Purchase of Lumec Roadstar Street Light LED Fixtures, 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.

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SECTION 2

BID ITEM PRICING

The Bidder offers the following to furnish the Lumec Roadstar Street Light LED 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. 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. **No substitutions shall be considered.**

Item	Description of Item	UOM	Qty	Price	Total
1	Lumec Roadstar Led Fixture Generation 2, 5700k Color, Model # GPLM-(80L530NW-001-G2- 57K-R2M-HVU-DMG-RCD7-SP2-PH9-WH (See Exhibit A)	EA	83	\$ _____	\$ _____
2	Lumec Roadstar Led Fixture Generation 2, 5700k Color, Model # GPLM-(80L530NW-001-G2- 57K-R2M-UNV-DMG-RCD7-SP2-PH9-WH (See Exhibit A)	EA	15	\$ _____	\$ _____
Grand Total (Items 1 thru 2):					\$ _____
Calendar Days for Delivery: _____					

Signature (Blue Ink Only)

Date

Print Name

Title

AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND _____ FOR
BID NO. 2024-06 FOR PURCHASE OF LUMEC ROADSTAR STREET LIGHT LED FIXTURES.

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. 2024-06 FOR PURCHASE OF LUMEC ROADSTAR STREET LIGHT LED FIXTURES.

CONTRACTOR:

Signature

Print Name, Title

Date

END OF AGREEMENT