

CITY OF PLANTATION



INVITATION TO BID

ITB NO. 031-25

“SUPPLY, DELIVERY AND INSTALLATION OF TRAFFIC CALMING DEVICES”

BID OPENING DATE: **July 22, 2025**

BID OPENING TIME: **11:00 AM**

LOCATION OF BID OPENING: 400 NW 73rd Ave, Plantation FL- City Hall Council Chambers

MANDATORY PRE-BID MEETING: NOT APPLICABLE

BID REQUIREMENTS

BID BOND – N/A

LIQUIDATED DAMAGES – N/A

PUBLIC CONSTRUCTION BOND – N/A

Bids must be received electronically ONLY via the Demand Star website (<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>). Bids not received electronically via Demand Star will be rejected.

CONTACT PERSON: ASHA EDWARDS

EMAIL: AEDWARDS@PLANTATION.ORG

PHONE NUMBER: (954) 797-2205

PROCUREMENT DEPARTMENT

CITY OF PLANTATION



Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

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CITY OF PLANTATION
INVITATION TO BID
ITB NO. 031-25
SUPPLY, DELIVERY AND INSTALLATION OF TRAFFIC
CALMING DEVICES
CITY OF PLANTATION

ALL RESPONSES WILL BE RECEIVED ELECTRONICALLY VIA THE DEMAND STAR WEBSITE ON OR BEFORE **11:00 AM ON TUESDAY, JULY 22, 2025**. BID DOCUMENTS MAY BE OBTAINED ELECTRONICALLY AT

[HTTPS://WWW.DEMANDSTAR.COM/APP/AGENCIES/FLORIDA/CITY-OF-PLANTATION-PROCUREMENT-DIVISION/PROCUREMENT-OPPORTUNITIES/9B6D13FB-3874-4291-9605-81CF63387A40/](https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9B6D13FB-3874-4291-9605-81CF63387A40/).

BIDS WILL NOT BE CONSIDERED AND CANNOT BE ENTERED ONLINE AFTER THE ABOVE REFERENCED DATE.

IF A BID BOND IS REQUIRED FOR THIS SOLICITATION THE ORIGINAL BID BOND SHALL BE RECEIVED AT THE OFFICE OF THE CITY CLERK, CITY OF PLANTATION, 400 NW 73RD AVE, PLANTATION, FLORIDA 33317, **BEFORE** THE DUE DATE OF THE SOLICITATION.

BIDS WILL BE OPENED, READ AND RECORDED PURSUANT TO STATE OF FLORIDA LAW AND CITY OF PLANTATION CODE.

GENERAL DESCRIPTION OF SCOPE OF SERVICES:

- THE CITY OF PLANTATION IS REQUESTING BID(S) TO FURNISH AND INSTALL TRAFFIC CALMING DEVICES WHICH INCLUDES MODULAR TRAFFIC CUSHIONS, HIGHLIGHTED SIGNS, MIDBLOCK CROSSWALK ENHANCEMENT ASSEMBLIES AND SPEED RADAR SIGNS AS PER THE SPECIFICATIONS OUTLINED IN THE SOLICITATION PACKAGE.

ALL QUESTIONS MAY BE ADDRESSED IN WRITING TO ASHA EDWARDS, ASSISTANT PROCUREMENT DIRECTOR, 400 NW 73 AVENUE PLANTATION, FLORIDA. ASHA EDWARDS CAN BE REACHED AT 954-797-2205, MONDAY THROUGH FRIDAY, 8 AM TO 4:30 PM, EMAIL: AEDWARDS@PLANTATION.ORG.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO ACCEPT THE ONE THAT IS IN THE BEST INTERESTS OF THE CITY.

YOURS TRULY,

APRIL BEGGEROW, CITY CLERK
CITY OF PLANTATION

NOTICE TO BIDDERS

The City of Plantation, Florida is soliciting bids to **Furnish and Install Traffic Calming Devices**. The project will generally consist of, but is not limited to, the following:

- **The City is requesting proposals for the Supply, Delivery and Installation of traffic calming devices which includes modular traffic cushions, highlighted signs, midblock crosswalk enhancement assemblies and speed radar signs as per the specifications outlined in the solicitation package.**

Bid Documents may be obtained electronically at <https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>. Bids will not be considered and cannot be entered online after the bid opening date and time provided herein. All Responses will be received electronically via the Demand Star website (www.demandstar.com) on or before the Bid Opening time and date provided.

Important Time(s) and Date(s):

- Bid Opening: July 22, 2025 at 11:00am
 - Location: 400 NW 73rd Ave, Plantation FL- City Hall, Council Chambers
- Mandatory Pre-Bid Meeting: NOT APPLICABLE

If a Bid Security is required for this solicitation the original bid security shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the BIDDER to ensure that bids are received no later than the time indicated above. **Bids received after that time will not be considered.**

All questions may be addressed in writing to the **Assistant Procurement Director, Asha Edwards**, 400 NW 73rd Avenue, Plantation Florida 33317. Asha Edwards can be reached at 954-797-2205, Monday through Friday, 8AM to 4:30PM, Email: AEdwards@plantation.org

As a further condition precedent for consideration of any bid, such Bid must strictly comply with the Instructions to Bidder as issued by the City. The City reserves the right in its sole discretion to reject any bid which does not strictly comply with said Instructions to Bidder and further reserves the right to accept or reject any bid as set forth in said instructions.

INSTRUCTION TO BIDDERS

1. DEFINED TERMS:

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

- 1.1 Bidder: One who submits a Bid directly to City, as distinct from a sub-Bidder, who submits a bid to a Bidder
- 1.2 City Rep: City of Plantation, Procurement Director or Designee
- 1.3 City: The City of Plantation, a Florida municipal corporation. The words City and Owner for this bid are considered interchangeable.
- 1.4 Contractor: The Bidder with whom City enters into a Contract for the Work.
- 1.5 The words ‘proposal’ and ‘bid’ for this proposal are considered interchangeable.
- 1.6 The Bid: A Bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents
- 1.7 Base Bid: The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids, if any.
- 1.8 Alternates: An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Authority in any combination or not at all.

2. COPIES OF BIDDING DOCUMENTS:

- 2.1. Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website <https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>.
- 2.2. Complete sets of Bid Documents shall be used in preparing Bids, neither City nor the City Rep that prepared or assisted in the preparation of the Bid Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

3. PREPARATION AND SUBMITTAL OF BID FORM(S)

- 3.1. Bids shall be submitted utilizing the Bid Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The

INSTRUCTION TO BIDDERS

total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be the cause for disqualification or rejection of the bid.

- 3.2. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.
- 3.3. Bids shall not contain any conditions, restatement, or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

4. BASIS OF AWARD

- 4.1. Award may be made to the lowest responsive and responsible bidder meeting bid specifications, price, and other factors.

5. DEVIATION

- 5.1. Bids from vendors which make any exceptions to the specified terms and conditions will be subject to rejection.

6. PACKING SLIPS AND INVOICES

- 6.1. The Bidder shall provide to the City a list and/or description of all products sold to the City via packing slip and invoice.

7. COMPENSATION

- 7.1. The City shall pay the Vendor/Contractor upon completion and inspection of the work/goods by a City representative. Payment shall be made to the vendor/contractor approximately thirty (30) days after the invoice is received and approved by the office of the City. All invoices shall be mailed to City of Plantation, 400 NW 73rd Avenue, Plantation FL, 33317, Attention (Requesting Department) or emailed to the emailed address provided by the requesting Department. Please notify the City if your payment terms are other than Net 30. All work shall be authorized by the Owner/Representative or their Designee. A written Purchase Order may be issued as authorization to proceed with the service/delivery.

INSTRUCTION TO BIDDERS

- 7.2. If applicable, a formal agreement/contract may be utilized for the desired goods/services, if so, the agreement/contract terms and conditions shall take precedence

8. GUARANTEES

- 8.1. The Bidder shall guarantee all products provided to the City throughout the life of this contract. The Bidder shall keep clear, organized, and up-to-date logs of all products provided and be able to supply the City with that information upon request. The records shall include the quantities and full descriptions of all equipment, parts, and other products ordered/supplied.

9. EXAMINATION OF BID DOCUMENTS AND SITE

- 9.1. Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) if necessary, visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) if necessary, familiarize themselves with Federal, State, and local laws, ordinances, rules and regulations affecting the performance, cost, progress, or furnishing of the work/services; (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.
- 9.2. The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement stated herein and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work/services.
- 9.3. Before submitting a Bid, each Bidder will, at their own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work/services and which Bidder deems necessary to determine their Bid price for performance and furnishing of the work/services in accordance with the time, price and other terms and conditions of the Bid Documents.

10. INTERPRETATIONS AND ADDENDA

- 10.1. All questions about the meaning or intent of the Bid Documents shall be submitted to City Rep in writing. Interpretations or clarifications considered necessary by City Rep in response to such questions will be issued by Addenda and posted to the Demand Star website by City Rep. Questions received less than ten (10) days prior to the date for opening of Bids will be answered at the discretion of the City. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

INSTRUCTION TO BIDDERS

- 10.2. In the event of conflict between the Notice to Bidders and the terms written within the Scope of Services and/or Specifications contained within Bid documents, the terms within the Scope of Services and/or Specifications shall control.

11. SUBMISSION OF BIDS

- 11.1. All Bids will be received electronically via the Demand Star website. Bid Documents may be obtained electronically at <https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>. Bids will not be considered and cannot be entered online after the bid opening provide in the Notice to Bidders.

12. MODIFICATION AND WITHDRAWAL OF BIDS

- 12.1. Bids which have been submitted may not be modified or withdrawn after bid opening date and time. Negligence on the part of the Bidder in the preparation of their bid shall not be grounds for the modification or withdrawal of a bid after the time set for bid opening.

13. OPENING OF BIDS

- 13.1. Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

14. AWARD OF CONTRACT

- 14.1. City may conduct such investigations as City deems necessary to assist in the evaluation of any Bidder and to establish the responsibility, reputation, work load, qualifications and financial ability of Bidder, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work/services in accordance with the Contract Documents to City's satisfaction within the prescribed time.
- 14.2. The City shall not be obligated to any Bidder to enter into a contract or issue any purchase order with the Bidder despite the City governing body prospectively awarding the contract to a successful Bidder. The City shall be obligated to any Bidder for the work/services if and only if the City enters into a contract or issues a purchase order for the work/services with the Bidder, and further, no action will lie against the City to compel City to execute any such contract, or to recover from the City any damages, costs, lost profits, expenses, etc., that Bidder may incur if the City chooses not to sign such contract or issue a purchase order. By bidding on this work/services, all Bidders acknowledge and agree that no enforceable contractual relationship arises until the City signs the contract or issues a written purchase order, and that no action shall lie to require City to sign such contract at any time, and that Bidder waives all claims to damages, lost profits, costs, expenses, etc., as a result of the City not signing such contract.
- 14.3. If the contract/purchase order is to be awarded, CITY will give the Successful Bidder a Notice of Award.

INSTRUCTION TO BIDDERS

15. INDEMNITY

- 15.1. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
- 15.1.1 The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Vendor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or (v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).
- 15.2. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

16. QUALIFICATIONS OF BIDDERS

- 16.1. No bid will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said City, or who is deemed irresponsible or unreliable by City.
- 16.2. City shall also have the right, unless prohibited by law, to meet with one or more BIDDER after bids are opened to ensure that all City's expectations with respect to performance can be met and that the requirements and scope of the Contract work/services are clearly understood.

INSTRUCTION TO BIDDERS

- 16.3. Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

17. BID SECURITY – NOT APPLICABLE

- 17.1. **An original bid bond is not required for this bid.** The amount and type of Bid Security is stated on the Cover Sheet where required. The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States Treasury Department.
- 17.2. The Bid Security of the Successful Bidder will be retained until such successful Bidder and the City have executed the Agreement and furnished the required insurance and Contract security for performance and payment obligations (i.e., the public construction bond), whereupon it will be returned. If Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security and insurance coverages within fifteen (15) calendar days of the letter of Notice of Award or demand to execute contract, unless such deadline is extended by the City, the Bid Security of that Bidder will be forfeited.
- 17.3. The Bid Security of any Bidder whom City believes to have a reasonable chance of receiving the award may be retained by City until earlier of the seventh calendar day after the executed Agreement is delivered by City to Contractor and the required Contract Security and insurance is furnished. Bid Security of other Bidders will be returned once the City enters into a successful contract for the work/services.
- 17.4. Bidder shall utilize the Bid Bond Form provided within this solicitation. If any other form is used your bid submittal shall be deemed non-responsive.
- 17.5. A scan or copy of the original Bid Bond or Bid Security must be submitted with your electronic Bid Submittal. However, **the original (raised seal/thicker stock) paper must be received by U.S. Mail, air, ground courier services, by messenger services; or in person to the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, BEFORE the due date of the solicitation. Failure to provide the original Bid Bond/Security prior to the Bid opening WILL result in your Bid being non-responsive.**

18. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.1. All bids shall remain subject to acceptance for ninety (90) days after the day of the Bid opening with pricing remaining firm/fixed, but CITY may, in its sole discretion, release any Bid and return any Bid Security prior to that date.

INSTRUCTION TO BIDDERS

- 18.2. Extension of time when Bids shall remain open beyond the original period may be made only by mutual agreement between City, the apparent Successful Bidder, and the surety, if any, for the Successful Bidder.

19. LIQUIDATED DAMAGES – NOT APPLICABLE

- 19.1. If applicable, City and Contractor recognize that time is of the essence as to Completion and that City will suffer financial and other losses, if the Work is not substantially completed and finally completed within the time specified. City and Contractor recognize the delays, expense, speculation and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as A penalty) Contractor shall pay CITY **\$1,000.00 per day** for each day that expires after the time specified for Substantial Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work has obtained Substantial Completion, and **\$1,500.00 per day** for each day that expires after the time specified for Final Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work reaches Final Completion.

20. SCHEDULE OF VALUES

- 20.1. The proposed schedule of values shall be submitted with the Bid so that the City may review it in connection with a determination on whether the Bid balanced.

21. CONTRACT TERM

- 21.1.1. The projected term of this contract shall be for one (1) year, with an option to renew for four (4) additional one (1) periods, based on mutual acceptance by both parties. All pricing shall remain firm for initial term

22. CONTRACT SECURITY – IF APPLICABLE

- 22.1. When the Successful Bidder delivers the executed Agreement to City, the required Public Construction Bond must accompany it. This bond shall be required for all Projects having an estimated construction cost of \$200,000 or greater or such lesser amount stated in any future amendment to Section 255.05, Florida Statutes. The Public Construction Bond shall also apply to smaller Projects when required by Bid Documents.

EXHIBIT “A”

**SCOPE OF SERVICES/WORK- TECHNICAL
SPECIFICATIONS**

SCOPE OF SERVICES/WORK- TECHNICAL SPECIFICATIONS

City of Plantation

1. SCOPE

City of Plantation is requesting a proposal to furnish and install traffic calming devices which includes Modular Traffic Cushions, highlighted signs, Midblock Crosswalk Enhancement Assemblies and Speed Radar Signs as per the specifications outlined herein.

2. SPECIFICATIONS

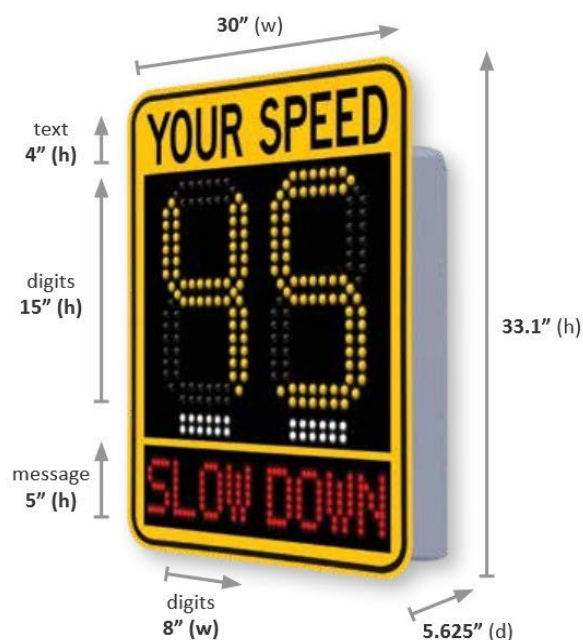
Speed Radar Signs:

All electronic display signs (EDS) must meet the physical display and operational requirements for warning, guide or regulatory signs described in the MUTCD and the SHS. Signs should be included in the Florida Department of Transportation (FDOT) approved product list (APL) and meet FDOT specification 700-5.

2.1 Radar Sign Specifications and Features

Digit Size	15"	MUTCD compliant with static "YOUR SPEED" message and highly visible 15" LED digits that are visible from up to 600 ft away.
Height	33.1"	
Weight	28 lbs	Dual Color Display: LED digit color can be programmed to change based on driver speed
24/7, 365 Scheduling	✓	User-friendly software interface allows you to manage sign parameters such as threshold speeds and violator strobe remotely.
Data Collection	✓	
Solar Compatibility	✓	Ultra low power consumption including the most power-efficient radar technology available, optional solar power, and optional battery power that allows the sign to function autonomously for up to five weeks .
Battery Operated	✓	
Universal Mounting	✓	Stealth Mode allows the sign to collect baseline traffic data while speed display appears blank to motorists.
Cloud Compatibility	✓	
Trailer Compatibility	✓	Slow Down Messaging: Sign flashes "Slow Down" message at drivers who exceed designated speed.
Dolly Compatibility	✓	
Hitch Compatibility	✓	Superior construction and durability for long-lasting performance.
Warranty	2 Years	Universal Mounting: Optional mounting brackets let you use one sign at multiple locations with the turn of a key.

SCOPE OF SERVICES/WORK- TECHNICAL SPECIFICATIONS



Feature	Specifications
Dimensions	
Digits	15"(h) x 8"(w)
LED Message Text	Letters 5"(h) spell "SLOW DOWN", 1line
Unit with "YOUR SPEED" sign mounted	Full size sign: 33.1"(h) x 30"(w) x 5.625"(d)
Sign Weight (includes "YOUR SPEED" sign (2 lbs) mounted)	
AC Powered	28 lbs
Battery Powered Model	28 lbs (not including batteries)
Solar powered model	28 lbs (does not include batteries, solar panel or bracket)
General Specifications	
Operating Temperatures F (C):	-40° (-40°) to 185° (85°)
3-Digit Speed Display with Slow Down message	Miles per hour (mph) 3-99. Kilometers per hour (km/h) 5-160.
Faceplate	High-Intensity prismatic reflective sheeting on "YOUR SPEED" signs with black colored text. MUTCD approved colors and format
Communications	Bluetooth, GSM/GPRS
Programming	SafePace® Pro management software SafePace® Cloud remote management 24/7 365 day unlimited programming and scheduling
Power Options (Electrical Specifications)	

Feature	Specifications
AC power input	100~240 V AC
DC power input	12 V DC
DC battery options	12V, 18Ah Lead acid batteries
Solar panel option	50W or 90W solar panel
Radar	
Internal Radar:	Doppler (FCC approved)
Model	DF 300
Radar RF out	5 mW maximum
Radar f-center	24.125 GHz center +/- 25 MHz
Pickup distance	Up to 1,200 feet
Beam angle	24° (vertical) x 12° (horizontal)
Beam polarization	Linear
CE Mark (Radar)	Yes
Display	
LEDs	484
Digits (Amber)	224 LEDs: Color: Yellow (590 nm) Viewing angle at 50% IV: 30° Partial Flux (Brightness): 9000 – 22400 Ev,[lux]/LED
Digits (Red)	224 LEDs: Color: Red (633 nm) Viewing angle at 50% IV: 30° Partial Flux (Brightness): 7100 – 18000 Ev,[lux]/LED
Slow Down Message	227 LEDs: Color: Red 633 nm) Viewing angle at 50% IV: 30° Partial Flux (Brightness): 7100 – 18000 Ev,[lux]/LED
Speed Violator Strobes	36 LEDs: Color: White (2700 K – 6500 K) Viewing angle at 50% IV: 150° Luminous Flux: typically 33lm @ 4000 K Luminous Efficacy: typically 176 lm/W @4000 K
Ambient light sensor	1 sensor and automatic brightness adjustment
Enclosure	
Construction	Vandal resistant, lightweight polymer. Matte black front for reduced glare and maximum contrast. Light gray body to minimize heat absorption
Weatherproof Rating	Weatherproof, NEMA 4X-12, IP65 level compliant. Non-sealed and ventilated
Warranty	
Sign	2 years
Batteries	1 year

SCOPE OF SERVICES/WORK- TECHNICAL SPECIFICATIONS

2.2 Speed cushions Specification and Features:

Speed Cushions of various dimensions may be easily constructed utilizing patented tongue and groove 18" x 42" interlocking rubber modules. This two directional tongue and groove interlocking module system provides additional connection between the modules and increases stability of the installed speed cushion. Each module is bolted to the road using six fusion coated rust resistant lag bolts through a plastic shield installed in the pavement. All installation hardware and adhesive are supplied with each cushion. Speed cushions to meet MUTCD standard and shall be installed per the manufacturer's recommendations.

Patented Interlocking tongue and groove module



SPECIFICATIONS

Dimensions of the tongue and groove modules:

Width: 18" (+/- 1/16")

Length: 42" (+/- 1/8")

Thickness: 3" (+/- 1/8")

Dimensions of the Cushions are changeable by

Width: 18" increments

Length: 42" increments

Standard Dimensions of Speed Cushions

7' x 6' x 3" • 8 modules

10.5' x 6' x 3" (Flat surface 72" x 42") • 12 modules

14' x 6' x 3" (Flat surface 72" x 84") • 16 modules

21' x 6' x 3" (Flat surface 72" x 126") • 20 modules

Entrance and exit gradient: 1:15 (7%) Lip: .25"

Side gradient: 1:3 (35%) Lip: .25"

Physical properties:

Material: Compression molded 100% recycled synthetic and natural rubber composite

Tensile strength: minimum 500 psi

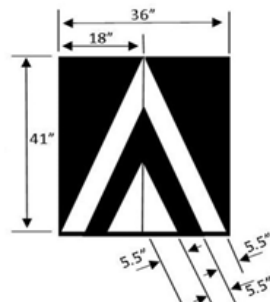
Shore hardness: minimum 70A

Specific gravity: 1.1

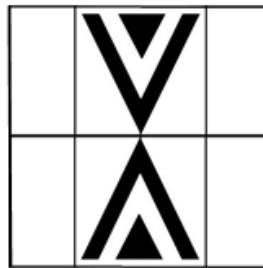
Deformation Rate: None; 100% recovery

Skid Resistance: 89 (Dry)

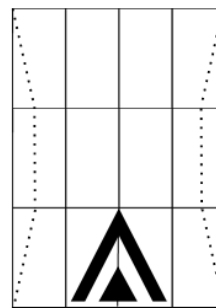
Markings: All markings are embedded into the rubber during the manufacturing process and have reflective qualities. The MUTCD pattern markings (as shown in drawings) are available in white only.



7' L x 6' W x 3" H

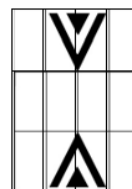


10.5' L x 6' W x 3" H

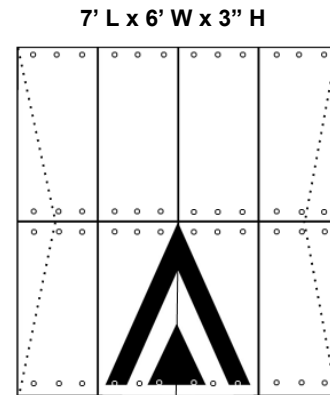


SC-1050603-M

10.5' L x 6' W x 3" H



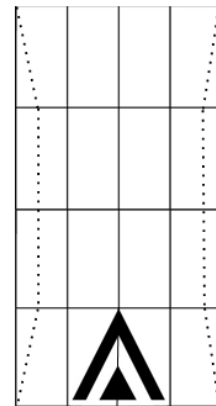
SC-1050603-2M



7' L x 6' W x 3" H

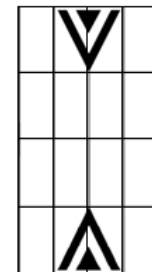
SC-070603-M

14' L x 6' W x 3" H



SC-140603-M

14' L x 6' W x 3" H



SC-140603-2M

SCOPE OF SERVICES/WORK- TECHNICAL SPECIFICATIONS

2.3 Highlighted Signs:

Highlighted signs must be MUTCD-compliant and should be included in the Florida Department of Transportation (FDOT) approved product list (APL). See below specs sheet or approved equal.

SPECIFICATIONS

POWER	6VDC - 12VDC or low voltage; current controlled through TAPCO controller
SIGN LEGEND	Various MUTCD-compliant options available (R5-1a shown)
SIGN SUBSTRATE	0.080" highway-grade aluminum; perforated legend
REFLECTIVE SHEETING	3M™ translucent DG3; anti-graffiti overlay
ILLUMINATION	Legend: Dusk-to-dawn or vehicle-activated nighttime illumination Perimeter: 24/7, Dusk-to-Dawn or activated
LED TYPE	Legend: Environmentally protected, efficient 0.5-watt Perimeter: Environmentally sealed, high-power, 1-watt LED
LED COLOR	Legend: White (6500K) Perimeter: Red
LED QUANTITY	Legend: Variable to achieve illumination uniformity Perimeter: 8 LEDs
LED LIFE EXPECTANCY	Legend: 50,000 hours Perimeter: 100,000 hours
LED VISIBILITY	Legend: Nighttime viewable up to 500 feet and readable up to 300 feet Perimeter: Daytime viewable more than 1,000 feet and nighttime viewable more than 1 mile
OFFSET LEGEND LEGIBILITY	Illuminated sign legible without retroreflectivity or headlights; legible at twice the distance of standard signs*
PERIMETER DIMMING	Variable based on photocell sensor input or 6V solar panel
PERIMETER FLASH PATTERN	Various MUTCD-compliant options dependent upon sign legend
LED WIRING PROTECTION	Legend: Protected by sealed aluminum enclosure Perimeter: Protected by aluminum channel
MOUNTING BRACKETS	Universal mounting brackets included
MOUNTING HARDWARE	Various options included
OPERATING TEMPERATURE RANGE	-40°F to 122°F (-40°C to 50°C)
DIMENSIONS	Stop (R1-1): 30" L x 30" W, 36" L x 36" W Wrong Way (R5-1a): 42" L x 30" W Do Not Enter (R5-1): 30" L x 30" W, 48" L x 48" W (shown)

SCOPE OF SERVICES/WORK- TECHNICAL SPECIFICATIONS

2.4 Pedestrian Crossing Signs (Solar Powered RRFBs):

Pedestrian crossing signs must be MUTCD-compliant and should be included in the Florida Department of Transportation (FDOT) approved product list (APL). See below specs sheet or approved equal.

Rectangular Rapid Flashing Beacons (RRFB)

FLASHING SIGN SYSTEM



RECTANGULAR RAPID FLASHING BEACONS (RRFB)

TrafficCalm® is working with our customers to reduce the number of crashes at mid-block crossings. By using unprecedented LED Flashing Signs and RRFBs, agencies across the world are seeing justifiable gains in pedestrian safety. In fact, the United States Federal Highway Administration (FHWA) has designated RRFBs as a proven safety countermeasure, and state pedestrian crashes are reduced by up to 47% and yielding rates for motorists increase by up to 98% when RRFBs are utilized.

FEATURES

Highly Visible

TrafficCalm® RRFBs utilize 80 LEDs per light bar, 40 LEDs per side, far more than any competitive system, providing the brightest and most visible beacons on the market. This can be critical with the sun behind or in front of the motorist or in foggy conditions. Auto-dimming reduces the brightness at night.

Ruggedized Electronics

All electronics, radios, and LEDs are fully epoxy-potted and environmentally sealed. The entire pole with the RRFBs, controller or collaborator, solar panels, and batteries can be fully submerged and still operate. Please scan this QR code to watch our short, entertaining video on how hard we have tested our RRFBs.



SCAN ME

100% MUTCD Compliant

With the latest edition of the 2023 MUTCD, RRFBs are now approved and guidelines have been set. TrafficCalm® RRFB adheres to all the specifications in Chapter 4L: Rectangular Rapid Flashing Beacons. TrafficCalm® RRFBs have been third-party tested to prove conformance.

Made in the USA

TrafficCalm® Flashing Sign Systems are manufactured in the USA in an ISO 9001:2015 certified facility, meeting and exceeding industry and state testing requirements. TrafficCalm® signs are unmatched in durability, brightness, accuracy, ease of installation, and use. Build America/Buy America Compliant.



TRAFFICALM.COM



20225/02/19

+1 855.738.2722 / sales@trafficalm.com / www.trafficalm.com

SCOPE OF SERVICES/WORK- TECHNICAL SPECIFICATIONS

Rectangular Rapid Flashing Beacons

SPECIFICATIONS

Compatibility

RRFBs are compatible with all TrafficCalm® Intelligent Controllers and Collaborators

TrafficCalm® Push-2-Cross Systems and RRFBs are pedestrian or sensor-activated and are compatible with all major manufacturers' piezo push buttons and APS Audible/Talking mid block push buttons. Touchless push-button options are also available

Illumination

MUTCD and FHWA Compliant

80 Amber LEDs for Redundancy and Uniform Light Distribution

Side-mounted LEDs for pedestrian visual confirmation

Exceeds SAE J595 Class 1 Intensity

Auto Dimming

Meets SAE J578 for chromaticity

Crosswalk Illuminators are available as an option on all Push-2-Cross Systems

LED rated lifetime of 100,000 hours

Environmental

NEMA 4X Enclosure

Potted electronics (hermetically sealed)

-29.2° F to 165.2° F operating range(-34° C to +74° C)

DETAILS

RRFB Construction

Each of the 80 LEDs have built-in 15 degree UV resistant lens

Mounting brackets accommodate back-to-back mounting

Horizontal aiming adjustment

Dimensions: 24"W x 4.18"H x .85"D

Weight: 3.5 lb (1.59 kg)

LED Array Module Size: 7.10"W x 3.00"H (overall dimension obscured by faceplate)

Potted and Environmentally Sealed Electronics (NEMA 4X rated)

Rugged powder-coated aluminum face plate available in black or yellow

High-Density Poly Ethylene casing for potted electronics

All Wiring is UL 2464 rated

Configuration

2023 MUTCD Section 4L.03 Compliant

Flashing rate of 75 flashing sequences per minute

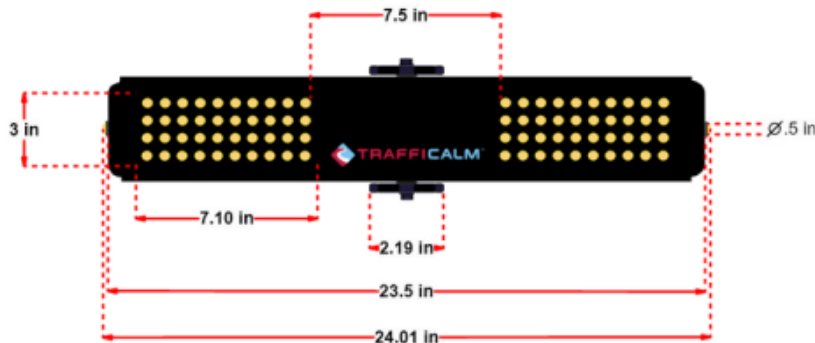
Warranty and Service

5-year limited warranty

Unlimited technical support from US based factory technicians

Part Number	Color and Type of Housing	Color of LED	Length of cable from RRFB to controller
M75-SA328-0000	Black Aluminum Housing	Amber	15 ft/4.57 m
M75-SA328-0004	Yellow Aluminum Housing	Amber	15 ft/4.57 m
M75-SA328-7500	Black Aluminum Housing	Amber	75 ft/22.86 m
M75-SA328-R000	Black Aluminum Housing	Red*	15 ft/4.57 m

*For Wrong Way Systems



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2.5 Enhanced Highway Signing Assemblies

See Exhibit "A" for technical details.

SCOPE OF SERVICES/WORK- TECHNICAL SPECIFICATIONS

3. INSTALLATION

The City will request proposal for each task order associated with this contract. Contractor/Vendor shall respond within fourteen (14)-business days and provide the City with written proposal and schedule for that task order. Proposal shall be in conformance with the approved bid/proposal form. Contractor is required to mobilize within 30 days from when the items and all accessories are delivered. Otherwise, City reserves the right to select a different contractor for the task order if contractor fails to mobilize in a timely manner.

4. CONTRACT TERM:

The projected term of this contract shall be for one (1) year, with an option to renew for four (4) additional one (1) periods, based on mutual acceptance by both parties. All pricing shall remain firm for initial term.

5. SUPPLY AND DELIVERY PRODUCTS:

Purchase orders will be issued on an as-needed basis. A valid purchase order number must be referenced on all invoices submitted for payment.

6. WORKING HOURS:

All work shall be performed during normal working hours (from 08:00am EST through 4:30pm EST), Mondays through Friday. The Engineering Department will work with successful contractor in scheduling work. Notice must be given 24 hours in advance to Site Manager who will consider any deviation.

7. LANGUAGE PROFICIENCY:

The manager assigned by the contractor to superintend the work on-site shall be fluent in written and spoken English.

8. LAWS AND REGULATIONS:

The contractor shall, without additional expense to the owner or City of Plantation, be responsible for complying with all law codes, ordinances, and regulations applicable to the performance of work.

9. BID EVALUATION:

The contract shall be awarded to the lowest, responsive and responsible Bidder whose bids meets the requirements and specifications, and contract terms contained in this ITB.

END OF SECTION

Exhibit “A”

TABLE OF CONTENTS:	
Sheet	Description
1	General Notes and Contents
2	Conduit, Wiring, and Foundation Details
3	Spread Footing Foundation
4	Roadside Sign Assembly-1
5	Roadside Sign Assembly-2
6	Roadside Sign Assembly-3
7	Roadside Sign Assembly-4
8	Roadside Sign Assembly-5
9	Roadside Sign Assembly-6
10	Roadside Sign Assembly-7
11	Roadside Sign Assembly-8
12	Roadside Sign Assembly-9
13	Roadside Sign Assembly-10
14	Roadside Sign Assembly-11
15	Overhead Sign Assembly

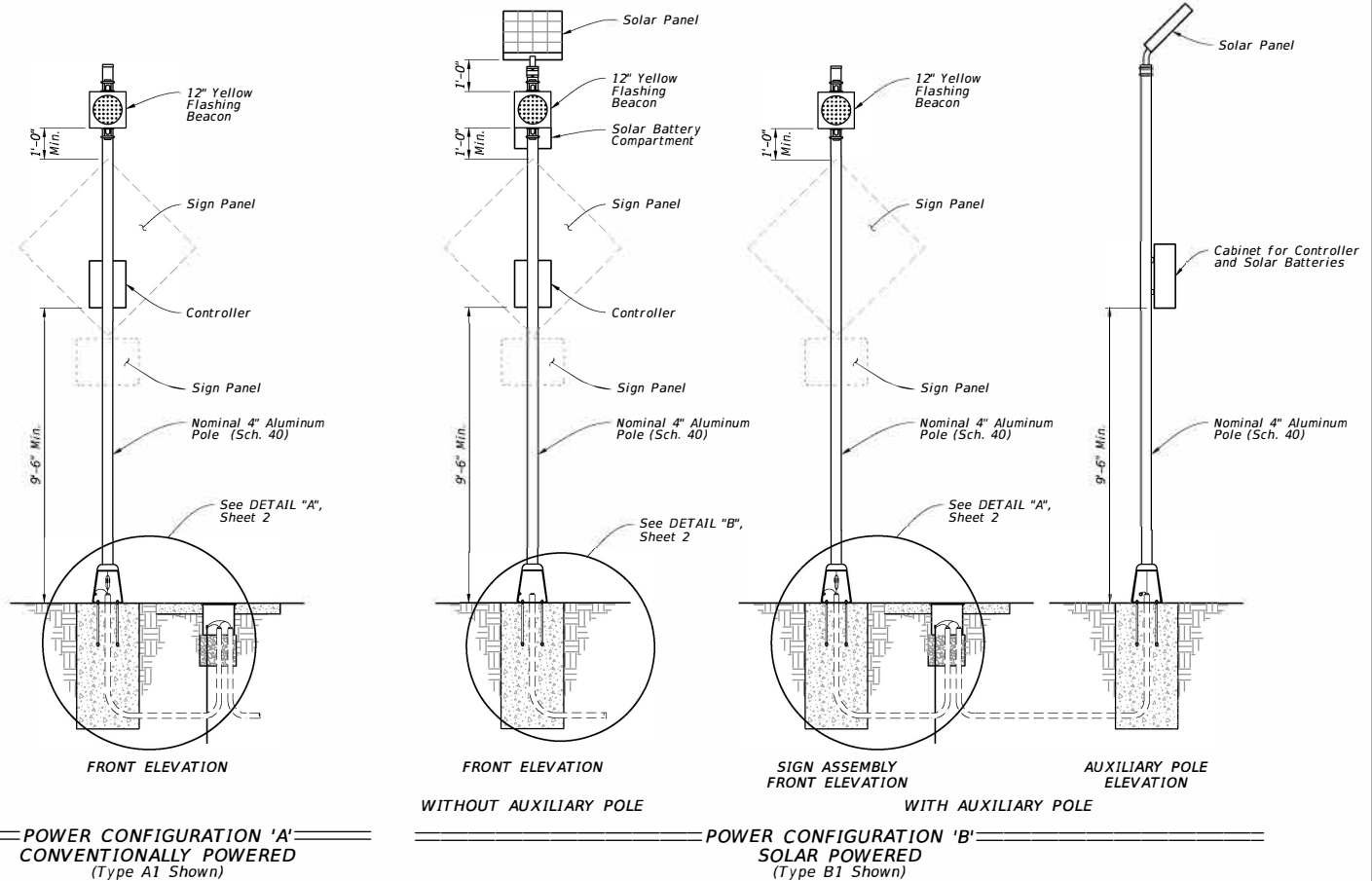
EXHIBIT "A"

GENERAL NOTES:

1. Meet the requirements of Specifications 646 and 700.
2. Engage all threads on the transformer base and post unless the aluminum post is fully seated into base.
3. Install a concrete slab around all roadside assemblies on slopes 6:1 or greater. The minimum slab dimension is 6' by 4'-0" by 5'-0".
4. When wire entry holes are drilled in the sign column, use a bushing or rubber grommet to protect conductors.

POWER CONFIGURATION 'B' NOTES:

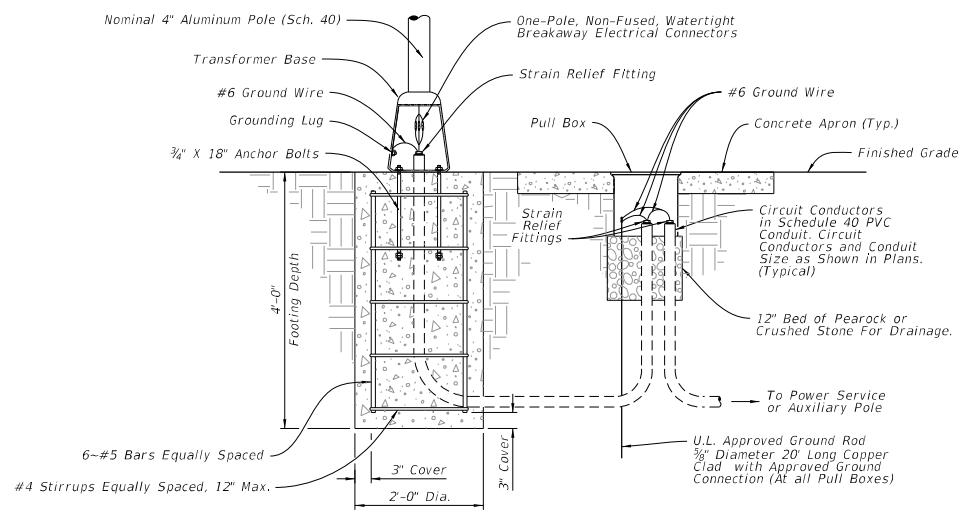
1. Install a separate pole for mounting the solar panel, controller and batteries for all roadside assemblies with solar panels, controllers and batteries weighing more than 170 lbs.
2. Install the auxiliary pole as close to the right of way boundary as possible.
3. Install the auxiliary pole so that the height is the same as the column for the roadside assembly.
4. Orient solar panel to face South for optimal exposure to sunlight.
5. The controller and the solar batteries may be located in the same compartment.



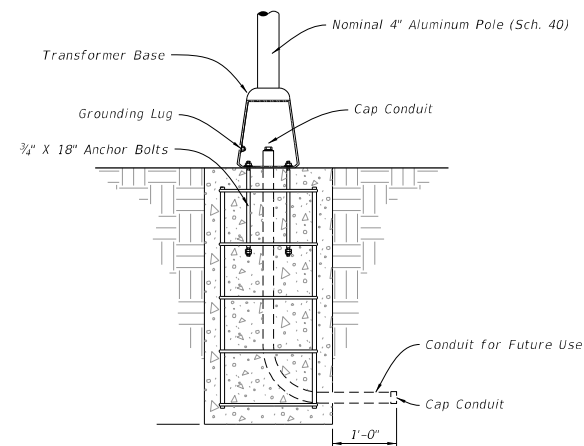
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LAST REVISION 11/01/23	DESCRIPTION:		FY 2024-25 STANDARD PLANS	ENHANCED HIGHWAY SIGNING ASSEMBLIES	INDEX 700-120	SHEET 1 of 15

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DETAIL "A"

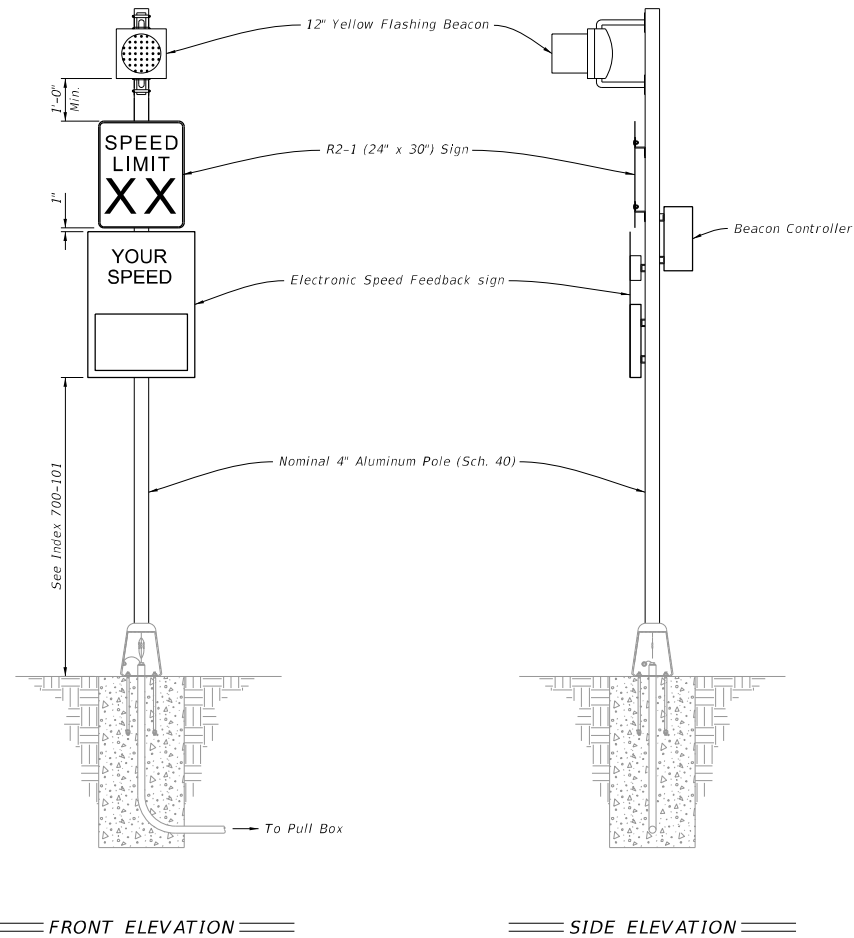


DETAIL "B"

CONDUIT, WIRING, AND FOUNDATION DETAILS

LAST REVISION 11/01/23	DESCRIPTION:	FDOT	FY 2024-25 STANDARD PLANS	ENHANCED HIGHWAY SIGNING ASSEMBLIES	INDEX 700-120	SHEET 2 of 15
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NOTES:

1. Type A6 Assembly (conventionally powered) is shown.
Type B6 Assemblies (solar powered) similar.
2. Use electronic speed feedback sign with 15" high numerals for posted speed of 45 mph or less, and 18" high numerals for posted speeds greater than 45 mph.
3. Foundation reinforcement not shown.

ROADSIDE SIGN ASSEMBLY-6

LAST REVISION 11/01/23	DESCRIPTION:	FDOT FY 2024-25 STANDARD PLANS	ENHANCED HIGHWAY SIGNING ASSEMBLIES	INDEX 700-120	SHEET 9 of 15
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BID/PROPOSAL FORM

ITB NO. 031-25

SUPPLY, DELIVERY AND INSTALLATION OF TRAFFIC CALMING DEVICES

By signing this bid, the Bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned bidder that the signing and delivery of the bid represents the Bidder's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the bid by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-bid conference, if applicable to this bid, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Bidder, in submitting this bid, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Bidder and the City:

COMPANY NAME: _____

Speed Cushions: All Accessories to be included					
<u>ITEM #</u>	<u>LINE ITEM / DESCRIPTION</u>	<u>Unit</u>	<u>ESTD QTY</u>	<u>Unit Price</u>	<u>Extended Price</u>
<u>1</u>	<u>Speed Cushion 7'L x 6'W x 3"H</u>	<u>EACH</u>	<u>100</u>	<u>\$</u>	<u>\$</u>
<u>2</u>	<u>Speed Cushion 10.5'L x 6'W x 3"H (Flat Surface 72"x42")</u>	<u>EACH</u>	<u>10</u>	<u>\$</u>	<u>\$</u>
<u>3</u>	<u>Speed Cushion 14'L x 6'W x 3"H (Flat Surface 72"x84")</u>	<u>EACH</u>	<u>5</u>	<u>\$</u>	<u>\$</u>
<u>4</u>	<u>Installation Cost</u>	<u>EACH</u>	<u>115</u>	<u>\$</u>	<u>\$</u>
Sub-Total					\$
Speed Radar Signs: All Accessories to be included					
<u>ITEM #</u>	<u>LINE ITEM / DESCRIPTION</u>	<u>Unit</u>	<u>ESTD QTY</u>	<u>Unit Price</u>	<u>Extended Price</u>
<u>1</u>	<u>Solar / Battery Radar Sign (15" Characters)</u>	<u>EACH</u>	<u>50</u>	<u>\$</u>	<u>\$</u>
<u>2</u>	<u>Aluminum Pole (3.5" to 4" Diameter x 20' L)</u>	<u>EACH</u>	<u>50</u>	<u>\$</u>	<u>\$</u>
<u>3</u>	<u>Cloud Access-Radar</u>	<u>YEAR</u>	<u>3</u>	<u>\$</u>	<u>\$</u>
<u>4</u>	<u>Installation Cost</u>	<u>EACH</u>	<u>50</u>	<u>\$</u>	<u>\$</u>
Sub-Total					\$

BID/PROPOSAL FORM

Highlighted Signs (Stop Signs / Wrong Way Signs / Do not Enter Signs): All Accessories to be included					
<u>ITEM #</u>	<u>LINE ITEM / DESCRIPTION</u>	<u>Unit</u>	<u>ESTD QTY</u>	<u>Unit Price</u>	<u>Extended Price</u>
<u>1</u>	<u>30", High Intensity, Solar Pack with mounting bracket, controller and battery. Mounting kit included</u>	<u>EACH</u>	<u>25</u>	<u>\$</u>	<u>\$</u>
<u>2</u>	<u>Aluminum Pole (3.5" to 4" Diameter x 13'L). Including pedestal base, top cap, anchor bolts.</u>	<u>EACH</u>	<u>25</u>	<u>\$</u>	<u>\$</u>
<u>3</u>	<u>3" Z bar for 30" sign</u>	<u>Each</u>	<u>25</u>	<u>\$</u>	<u>\$</u>
<u>4</u>	<u>Mounting hardware for sign. Including washers and nuts</u>	<u>EACH</u>	<u>25</u>	<u>\$</u>	<u>\$</u>
<u>5</u>	<u>Installation Cost</u>	<u>EACH</u>	<u>25</u>	<u>\$</u>	<u>\$</u>
Sub-Total					\$
Pedestrian Crossing Signs (Solar Powered RRFBS): All Accessories to be included					
<u>ITEM #</u>	<u>LINE ITEM / DESCRIPTION</u>	<u>Unit</u>	<u>ESTD QTY</u>	<u>Unit Price</u>	<u>Extended Price</u>
<u>1</u>	<u>Solar Powered Rectangular Rapid Flashing Beacon (RRFBs) / Double Faced.</u>	<u>EACH</u>	<u>25</u>	<u>\$</u>	<u>\$</u>
<u>2</u>	<u>Aluminum Pole (3.5" to 4" Diameter x 13'L). Including pedestal base, top cap, anchor bolts.</u>	<u>EACH</u>	<u>25</u>	<u>\$</u>	<u>\$</u>
<u>3</u>	<u>Installation Cost</u>	<u>EACH</u>	<u>25</u>	<u>\$</u>	<u>\$</u>
Sub-Total					\$
GRAND TOTAL					\$

**Unless otherwise specified, all prices are to be FOB-Destination.
The City reserves the right to increase/decrease quantities.**

GUARANTEE OF BID PROPOSAL

Name of Company: _____

Street Address: _____

City State Zip

Mailing Address: _____

Phone No.: _____ Fax#: _____

Email Address: _____

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☐ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): _____

IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.

Witness

(Authorized Signature in Ink or Electronic)

Witness

(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

(Date Signed)

By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.

"Failure to return this form completed on or before the bid date shall result in your Bid/Proposal Submittal being deemed Non-Responsive."

GENERAL TERMS AND PROVISIONS

1. BIDS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the bid to the City on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Bidder shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being bidden. Bid time will be scrupulously observed. Under no circumstances will bids be submitted after the time specified be considered.

Bids must be received electronically ONLY via the Demand Star website (<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>). Bids not received electronically via Demand Star will be rejected.

2. EXCEPTIONS TO BID

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this bid. This sheet will be labeled "EXCEPTIONS TO BID CONDITIONS," and will be attached to the bid proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF BID

Bidders may request withdrawal of a posted bid/proposal prior to the scheduled bid opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids if they are then fully in conformance with the Information/Instruction for Bidders.

Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

4. RIGHT TO REJECT BIDS

The City reserves the right to reject all bids/proposal, to waive any informalities or minor irregularities in the bids/proposals received, and to accept that bid/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the bid/proposal and Bidder's responsibility, character, fitness, and experience to perform the Work.

Bidders may be disqualified, and rejection of bids/proposals may be recommended to the City for any of but not limited to the following causes:

- A. Failure to use the proposal form furnished by the City.
- B. Lack of signature by an authorized representative on the bid/proposal form.
- C. Failure to properly complete bid/proposal.
- D. Evidence of collusion among Bidders. Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.
- E. Advance disclosures of any information given to any bidder which would give that Bidder any advantage over any other interested bidder, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body

GENERAL TERMS AND PROVISIONS

of an employee or representative thereof, will operate to void all proposals of that bid solicitation or request.

- F. Omission of bid security (if required).
- G. Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity.
- H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

- A. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to bidders in written addendum form from the Procurement Director or designee.

Bidders shall promptly notify the City, prior to submission of their Bid Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions.

- B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Bidder orally, nor may the Bidder rely on any such pre-bid statements in completing his/her bid.
- C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Bid documents which, if issued, posted to the Demand Star website (www.demandstar.com). The City will not be responsible for any other explanations or interpretations of the bid/proposal documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the Contract Documents.
- D. Each Bidder shall ascertain prior to submitting his/her bid that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the lowest responsible and responsive Bidder, and whose bid is in the best interest of the City. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objectives and accountable factors which are reasonable. This determination will be in the sole discretion of the City and based upon the character, fitness, experience, history, and financial status of the Bidder.

- A. The Lowest Bidder is determined by the aggregate amount of the prices set forth in the form of bid or the aggregate amount of the Base Bid, plus any Alternates selected by the City.
- B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.

GENERAL TERMS AND PROVISIONS

- C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:
1. The ability, capacity, and skill of the Bidder to fulfil the contract or provide the service(s) required.
 2. Whether the Bidder can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.
 3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
 4. The quality of performance of previous contracts or services. For example, the following information will be considered:
 - a. The administrative and consultant cost overruns incurred by City on previous contracts with Bidder,
 - b. The Bidder's compliance record with contract general conditions on other projects,
 - c. The submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
 - d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidder's compliance with scheduling and coordination requirements on other projects,
 - e. The Bidder's demonstrated cooperation with the City and/or other contractors on previous contracts,
 - f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.
 5. The previous and existing compliance by the Bidder with the laws and ordinances relating to contracts or services.
 6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
 7. The quality, availability and adaptability of the goods or services to the particular use required.
 8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract.
 9. Whether the Bidder is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.
 10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:
 - a. The ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work.
 - b. Whether the Bidder has ever been debarred from bidding by any other public or private owner or found ineligible for bidding on any other projects.
 - c. Bidder's litigation history and reputation with owners for whom Bidder has previously worked.

GENERAL TERMS AND PROVISIONS

- d. Whether Bidder's contract on other projects has ever been terminated.
- e. The purpose of the above is to enable the City to select the bid which is in the best interest of the City. The ability of the low Bidder to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Bidder.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the bidding of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Bidder's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid/proposal form.

GENERAL TERMS AND PROVISIONS

14. DEFAULT OF CONTRACT

In case of default by the Bidder or Contractor, the City may procure the items or services from other sources and hold the bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Bidders are hereby advised as follows:

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL BID SUBMITTALS

If approved by the City prior to submittal, bidders may submit partial bids for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the bid document. City of Plantation reserves the right to award one (1) or multiple vendors.

GENERAL TERMS AND PROVISIONS

20. OTHER AGENCIES

All Bidders awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Bidder to ensure that they have all the information necessary to affect their bid/proposal. The City will not be responsible for the failure on the part of the Bidder to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Bidders are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Bidder's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/bids, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Asha Edwards, Assistant Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317 and/or via email: aedwards@Plantation.org.

GENERAL TERMS AND PROVISIONS

communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a bid/proposal to provide proof of “active/current” registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statutes.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. This Contract shall be in effect until the City has acknowledged receipt of equipment and noted no damage, defects, or deficiencies.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor’s license(s) should be submitted to the City’s Procurement Department with their Bid Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with bid submittals (i.e., tie bids, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible bidders. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

GENERAL TERMS AND PROVISIONS

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General (“OIG”) has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, “CONTRACTORS”) are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR’s written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR’s failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRACTOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida’s Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company’s possession. All records stored electronically by the Company must be provided to the City, upon

GENERAL TERMS AND PROVISIONS

request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**CITY CLERK
400 NW 73 AVENUE
PLANTATION, FL 33317
(954) 797-2237
ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Bidder certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

- (a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.
- (c)
 - 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.
 - 2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 - 3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.
- (d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

GENERAL TERMS AND PROVISIONS

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
 - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
 - Price of the domestic product; and
 - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

- #### C.
- City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement

GENERAL TERMS AND PROVISIONS

and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

- D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.
- E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
- C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)
- D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)
- E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
- F. 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- G. 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

GENERAL TERMS AND PROVISIONS

- A. The Affiant is an adult resident of the State of Florida.
- B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
- C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.

Witness

(Authorized Signature in Ink or Electronic)

Witness

(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

(Date Signed)

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 _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.

"Failure to return this form completed on or before the bid date shall result in your Bid/Proposal Submittal being deemed Non-Responsive."

ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, _____, on this _____, day of _____, 2025 hereby
acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

_____.

Addenda Numbers Received:

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF ABOVE: _____

TITLE OF ABOVE: _____

COMPANY NAME: _____

BIDDERS CERTIFICATION

(ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION)

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as _____ of _____, a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known _____ or product identification _____

Type of identification produced _____ (NOTARY'S SEAL)

(ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ (NOTARY'S SEAL)

BIDDERS CERTIFICATION

ACKNOWLEDGMENT OF BIDDER, IF A LIMITED LIABILITY COMPANY)

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as _____ of _____, a _____ company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known _____ or product identification _____

Type of identification produced _____ (NOTARY'S SEAL)

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: _____

NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

EMAIL ADDRESS: _____

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: _____

The address of the principal place of business is: _____

The business is a (Sole Proprietorship) _____ (Partnership) _____ (Corporation) _____

2. If Bidder is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's Name: _____

d. Vice President's Name: _____

e. Secretary's Name: _____

f. Treasurer's Name: _____

g. Name and address of Resident Agent: _____

QUALIFICATION STATEMENT

3. If Bidder is an individual or a partnership, answer the following:
 - a. Date of organization: _____
 - b. Name, address and ownership units of all partners: _____

 - c. State whether general or limited partnership: _____
4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. _____
6. How many years has your organization been in business under its present business name: _____
 - a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

8. Have you personally inspected the site(s) of the proposed work? (Y) _____ (N) _____
9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

10. Within the five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

QUALIFICATION STATEMENT

12. List all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]
-
13. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.
-
14. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.
-
15. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)
-
16. Provide a list of equipment available to be committed to perform the work contemplated under this contract.
-
17. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.
-

QUALIFICATION STATEMENT

IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.

Witness

(Authorized Signature in Ink)

Witness

(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

(Date Signed)

By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.

REFERENCES

The Bidder shall submit the following minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Bidder in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Bidder to Bid. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

BIDDER/PROPOSAL COMPANY NAME:

1. PROJECT: _____ DATE: _____

LOCATION: _____

OWNER REPRESENTATIVE: Name: _____

Title: _____

Email: _____

2. PROJECT: _____ DATE: _____

LOCATION: _____

OWNER REPRESENTATIVE: Name: _____

Title: _____

Email: _____

3. PROJECT: _____ DATE: _____

LOCATION: _____

OWNER REPRESENTATIVE: Name: _____

Title: _____

Email: _____

PUBLIC ENTITY CRIMES

Fill in Form

SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

TO BE RETURNED WITH BID

THIS 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 for _____.
2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is _____ and its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.
4. I understand that a “public entity crime” as defined in Paragraph 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, any leases for real property, or any contract for the construction or repair of a public building or public work, 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 “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or 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 Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person 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 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 thirty-six (36) months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 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 binding contract and which bids or applies to bid on contracts 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 information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its 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 charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ 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

PUBLIC ENTITY CRIMES

Fill in Form

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.)

_____ 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.)

_____ The person or affiliate was placed on the convicted vendor 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.)

_____ 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.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL

NOTARY PUBLIC:

SIGN: _____

PRINT: _____

Notary Public, State at large

My Commission Expires: _____

FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME - FIRST NAME - MIDDLE INITIAL			OFFICE / POSITION HELD
MAILING ADDRESS			AGENCY OR ADVISORY BOARD
CITY	ZIP	COUNTY	ADDRESS OF AGENCY

HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) or (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

- The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

() The reporting person;

() The spouse of the reporting person, whose name is _____; or

() A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

() Supplying the following realty, goods, and/or services: _____

() Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
() Officer; () Partner; () Associate; () Sole proprietor; () Stockholder; () Director; () Owner of in excess of 5% of the assets of capital stock in such business entity; () Employee; () Contractual relationship with the business entity;
() Other, please describe:

PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable*.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

☐ The reporting person;

☐ The spouse of the reporting person, whose name is _____; or

☐ A child of the reporting person, whose name is _____.
2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

_____.
3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

(NAME OF ENTITY) (ADDRESS OF ENTITY)
4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
☐ Officer; ☐ Partner; ☐ Associate; ☐ Sole proprietor; ☐ Stockholder; ☐ Director; ☐ Owner of in excess of 5% of the assets or capital stock in such business entity; ☐ Employee; ☐ Contractual relationship with the business entity;
☐ Other, please describe:

SIGNATURE

SIGNATURE	DATE SIGNED	DATE FILED

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

NON-COLLUSION CERTIFICATION

Fill in Form

TO BE RETURNED WITH BID

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME

RELATIONSHIP

Witnesses:

BIDDER:

Typed name: _____

By: _____

Name: _____

Typed name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ who is personally known to me or who has produced _____ as identification.

My commission expires: _____

NOTARY PUBLIC

STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES

TO BE RETURNED WITH BIDDER

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action 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 commodities or 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 employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations 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 an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

Signature

Printed Name

Bidder Name

Date

INSURANCE REQUIREMENTS

Statement

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

Insurance

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

Additional Insured

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "Additional Insured" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors "Your Work" as defined in the insurance policy and liability arising out of the products & completed operations hazard.

Commercial General Liability

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **\$1,000,000** Each Occurrence, and **\$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **\$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

Business Automobile Liability

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers Compensation & Employers Liability

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

INSURANCE REQUIREMENTS

Umbrella Excess Liability

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

Professional Liability

If required by contract will be a minimum of 1,000,000.

Waiver of Subrogation

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

INSURANCE

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

Schedule

Limits

Commercial General Liability	\$1,000,000 Each Occurrence
Blanket Contractual Liability	\$2,000,000 Each Occurrence
Independent Contractors	Premises-Operations
Products & Completed Operations	Personal /Advertising Injury
Blanket Contractual Liability	Independent Contractors
Automobile Liability	
Any auto including Hired & Non-owned	\$1,000,000 Combined Single Limit
Broad Form Property Damage	\$1,000,000 Each Occurrence
Blanket X,C,U Hazards	If required (Included)
Workers' Compensation	Florida 440 Statutory Coverage
Employers Liability	\$1,000,000 Each Accident
Disease Policy Limit	\$1,000,000

INSURANCE REQUIREMENTS

Bonds:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

Insurance Summary:

- A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.
- B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.
- C. The city requires being named "**Additional Insured**" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.
- D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.
- E. The City requires a “thirty (30) day notice of cancellation” on all certificates of insurance.
- F. The City requires a “wavier of subrogation” for all Workers Compensation Coverages

THE UNDERSIGNED CONTRACTOR HAS READ ALL THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

WITNESS

CONTRACTOR

DATE

CITY OF PLANTATION

INSURANCE REQUIREMENTS

SAMPLE

DATE (MM/DD/YYYY)

12/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Underwriters Miami, FL 33166		CONTACT NAME: Agent Name (A/C, No, Ext): FAX (A/C, No):	
		Agent CONTACT INFORMATION	
INSURED Any-Business 1101 Easy St MIAMI, FL 33131		INSURER A : INSURER B : INSURER C : INSURER D : INSURER E :	

CERTIFICATE NUMBER:

REVISION

NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE Per - <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY PRO-JECT LO <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		<input checked="" type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ INCLUDED BODILY INJURY (Per accident) \$ INCLUDED PROPERTY DAMAGE (Per accident) \$ INCLUDED \$
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/ N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EAEMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONAL INSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYS WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.

10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION

CERTIFICATE HOLDER

City OF Plantation 400 NW 73rd AVENUE PLANTATION, FL 33317	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE
--	--

Bid Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

Bidder's Name: _____ **Date:** _____

Base Bid Total: _____

Plantation Local Business pursuant to City Code Section 2-227: Yes ☐ or No ☐

Minority Business Enterprise (as defined FL Statutes 288.703): Yes ☐ or No ☐

Submitted Forms:

- | | |
|---|--|
| <input type="checkbox"/> Bidders Certification | <input type="checkbox"/> Registered as a City of Plantation Vendor |
| <input type="checkbox"/> Bid Form | <input type="checkbox"/> Signed General Terms and Provisions |
| <input type="checkbox"/> Addendums (if any) | <input type="checkbox"/> Bid Guarantee Form |
| <input type="checkbox"/> Addendum Acknowledgment Form | <input type="checkbox"/> Disclosure of Business Form |
| <input type="checkbox"/> Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services | |
| <input type="checkbox"/> Qualification Statement | <input type="checkbox"/> Non-Collusion Certification Form |
| <input type="checkbox"/> Bid Checklist and Summary Form | <input type="checkbox"/> References |
| <input type="checkbox"/> Public Entity Crimes Forms | <input type="checkbox"/> Drug Free Workplace Form |
| <input type="checkbox"/> Certificate of Insurance Requirements Form | <input type="checkbox"/> Corporate Resolution Form |

When bidding on an Alternative Product “or equal,” bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains.

Are you submitting an equivalent product: Yes ☐ or No ☐

If Yes, please list the equivalent product(s) below:

Signature: _____

Printed Name: _____

CORPORATE RESOLUTION

I hereby certify that I, _____, am the undersigned
Secretary of _____ (The "Corporation") authorized to do business in
the State of Florida, having its principle place of business at
_____. The Corporation is duly organized and
existing under laws of the State of _____ and the following is true, accurate and
complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said
Corporation duly held _____ day of _____, _____ at which meeting there was
present and acting throughout a quorum authorized to transact business hereinafter described, and that the
proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said
resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that _____ (name), _____ (title)
of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said
Corporation, in its name and for its account for _____ (Project Title) and to take
such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable
in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the
Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and
they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the
seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the
same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this ____ day of _____, 20__

CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a _____ corporation, do certify that _____ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

NAME		TITLE		SIGNATURE

This ____ day of _____, 20 ____.

AGREEMENT

Agreement
By and Between
City of Plantation
&
[CONTRACTOR'S NAME]
for

Supply and Delivery of Traffic Calming Devices – Term Contract
Agreement No. 031-25

1. PARTIES AND DATE.

This Agreement (“Agreement”) is made and entered into this ____ day of _____, 2025 by and between the CITY OF PLANTATION, a Florida Municipal Corporation with its principal place of business at 400 NW 73 AVENUE PLANTATION, FL 33317, (“City”) and [CONTRACTOR'S NAME], a [INSERT BUSINESS TYPE] with its principal place of business at [INSERT ADDRESS] (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

The Contractor shall timely complete the required services to the City as set forth in the terms and conditions in this Agreement. The Contractor represents that it is experienced in providing Lift Station Monitoring and Repair Services to public clients, is licensed and authorized to do business in the State of Florida, and is familiar with the requirements of the City.

2.2 Service

The City desires to engage the Contractor to provide Traffic Calming Devices. The Contractor represents and warrants that it is able to satisfactorily provide the service according to the Scope of Services, which are incorporated herein by reference as Exhibit “A”.

The following Exhibits referenced herein are hereby incorporated into this Agreement- **Exhibit “A”** Scope of Services, **Exhibit “B”** documentation required by the City submitted by the Contractor during the solicitation period prior to Notice of Award, **Exhibit “C”** Front-End Documents, **Exhibit “D”** Insurance Requirements, **Exhibit “E”** Rates, **Exhibit “F”** General Terms and Conditions, **Exhibit “G”** Addenda.

2.3 Procurement

The City of Plantation electronically advertised an “Invitation to Bid” (ITB) for the Supply and Delivery of Traffic Calming Devices.

The City of Plantation received XXXX bid responses from Contractors stating they can perform/provide the aforementioned service.

The City of Plantation found [CONTRACTOR'S NAME] the lowest responsive, responsible bidder and presented the recommendation of approval to the City Council for execution of an agreement.

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The City of Plantation City Council approved the execution of an agreement for the Supply and Delivery of Traffic Calming Devices on Consent Agenda Item No. [#] on [DATE: MONTH DAY, YEAR].

3. TERMS.

3.1 Term.

A. The initial agreement period shall be for one (1) year, commencing _____ and expiring on _____. In addition, the City reserves the right to extend this Agreement for four (4) additional one (1) year renewal periods, provided the Contractor also agrees in writing to extension upon such terms as the City and Contractor agree. Prices shall remain firm and fixed for the initial term of the Agreement.

3.2 Responsibilities of Contractor.

A. Payment. Payment for work shall be authorized upon completion of all work specified in "Scope of Services" of this specification. Invoices will be subject to verification and approval by the department requesting the service. Each invoice shall be submitted in increments not greater than thirty (30) days. All invoices are required to be submitted within three (3) months, if invoices are not submitted within three (3) months, the City reserves the right not to pay due to delinquency.

B. Contractor's Compensation. At the completion of services, the Contractor shall receive a compensation of the prices listed below and further specified in **Exhibit E**.

C. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term. Any additional personnel performing the Services on behalf of Contractor shall also not be employees of City and shall at all times be under the Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

D. Control and Payment of Subcontractors. All work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of this Agreement for the benefit of the City. The Contractor shall be responsible for the payments to any Subcontractors, including any professional fees, or Suppliers and additional costs within 14 calendar days of City's payment to Contractor. The City shall not be responsible for any payments to Subcontractors or Suppliers. The City shall not be billed directly or indirectly for any professional fees or additional costs of the Subcontractors for the Project.

E. Schedule of Services. Contractor shall perform the Services expeditiously, within the Term, and in accordance with the Scope of Services set forth in Exhibit "A". Contractor

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represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate the Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Scope of Services.

F. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

G. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City.

H. Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors, and other staff at all reasonable times.

I. Standard of Care; Performance of Employees. Contractor shall perform all Services in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Florida. Contractor represents and warrants that it is skilled in the professional calling necessary to perform the Services. Contractor represents and warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents and warrants that it, its employees, and Subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the Term. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its Subcontractor who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

J. Excusable Delays. Neither Party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Party or Parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a Party. Notwithstanding the foregoing, the City shall have no obligation to compensate Contractor for any Service that Contractor fails to perform, or otherwise has not performed.

K. Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give

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all notices required by law. Contractor warrants that it shall perform the Services in compliance with all applicable Federal and Florida employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with the Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

L. Financial Consequences. That the following financial consequences will apply for failure to comply with the terms and conditions of this contract: If the City determines that the performance of the Contractor is unsatisfactory, the City may notify the Contractor of the deficiency to be corrected, which corrections shall be made within a time-frame specified by the City. The Contractor shall provide the City with a corrective action plan describing how the Contractor will address all issues of contract nonperformance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies or contract non-compliance. If the corrective action plan is unacceptable to the City the Contractor will be assessed a nonperformance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Agency for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

i. Equal Opportunity Employment. Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any Subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

M. Insurance.

i. Time for Compliance. Contractor shall not commence Services until it has provided evidence satisfactory to the City that it has secured all insurance pursuant to Exhibit "D". In addition, Contractor shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the Subcontractor has secured all insurance pursuant to Exhibit "D".

N. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall

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exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and Subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

O. Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of 3 years from the date of final payment under this Agreement.

3.3 Termination of Agreement.

A. For Convenience. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 30 calendar days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The City may terminate this Agreement for convenience even if Contractor avails itself of the Dispute Resolution process set forth below in subsection 3.6C.

B. For Cause. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and with cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 21 calendar days before the effective date of such termination. The City may, but is not obligated to, provide Contractor with an opportunity to cure any breach prior to the effective date of any termination for cause. The Contractor may not terminate this Agreement except upon a breach by the City, which is not cured upon 21 calendar days' notice to City. In case of the Contractor's termination for cause, the Contractor shall be paid for Services satisfactorily provided to such termination date, less any setoffs or adjustments City may claim arising out of the Contractor's breach, the remaining unperformed parts of this Agreement, and for that portion (if any) of the Contractor's performance which is unsatisfactory (the intent being that the Contractor be paid what is just and equitable compensation for the Contractors' performance of Services rendered to the satisfaction of the City). Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Should the Contractor avail itself of the Dispute Resolution process set forth below in subsection 3.6C, then the City may not terminate this Agreement for Cause until the conclusion of the Dispute Resolution process.

C. Mutual Termination. This Agreement may also be terminated by mutual written agreement at any time and under any terms.

D. Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other

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information of any kind prepared by Contractor in connection with the performance of Services. Contractor shall be required to provide such documents and other information within 21 calendar days of the request.

E. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, Services similar to those terminated.

3.4 Ownership of Materials and Confidentiality.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data in any form, which are prepared or caused to be prepared by Contractor under this Agreement (“Documents & Data”). All Documents & Data shall be and remains the property of City, and shall not be used in whole or in substantial part by Contractor on other projects without the City's express written permission. Within 21 calendar days following the completion, suspension, abandonment or termination of this Agreement, Contractor shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Contractor is entitled under the termination provisions of this Agreement, Contractor shall provide all Documents & Data to City upon payment of the undisputed amount. Contractor shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Contractor shall retain copies of all Documents & Data on file for a minimum of 15 years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Contractor shall notify City and provide City with the opportunity to obtain the Documents & Data.

B. SubContractors. Contractor shall require all SubContractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the SubContractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or its SubContractors, or those provided to Contractor by the City.

C. Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Contractor shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Contractor's seal from the Documents & Data. Contractor shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Contractor shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Contractor, a party for whom the Contractor is legally responsible or liable, or anyone approved by the Contractor.

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D. Indemnification. Contractor shall defend, indemnify and hold the City, its, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City the Documents & Data, including any method, process, product, or concept specified or depicted. This subparagraph shall survive termination or expiration of this Agreement.

E. Confidentiality. To the maximum extent permitted by law, all Documents & Data, either created by or provided to Contractor in connection with the performance of this Agreement, shall be held confidential by Contractor. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Contractor for any purposes other than the performance of the Services. To the maximum extent permitted by law, Contractor shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor that is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5 General Provisions.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

Contractor:

Email: _____

City:

Mayor Nick Sortal
400 NW 73rd Avenue
Plantation, FL 33317

With copies to:
Jason Nunemaker
Chief Administrative Officer
400 NW 73rd Avenue
Plantation, FL 33317

Kerry L. Ezrol, City Attorney
Goren Cherof, Doody & Ezrol, P.A.
3099 E Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308

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Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

B. Indemnification.

i. Scope of Indemnity. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims”), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly.

ii. The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Contractor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or (v) Contractor’s failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

iii. Additional Indemnity Obligations. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by Contractor from the City that such amount is due, be made by Contractor prior to the City being required to pay same, or in the alternative, the City, at the City’s option, may make payment of an amount so due and Contractor shall promptly reimburse the City for same, together with interest thereon at the statutory rate from the date of receipt by Contractor of written notice from the City that such payment is due. Contractor agrees, at Contractor’s expense, after written notice from the City, to defend any action against the City that falls within the scope of this indemnity, or the City, at the City’s option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by Contractor. Additionally, if Contractor, after receipt of written notices from the City, fails to make any payment due hereunder to the City, Contractor shall pay any reasonable attorney’s fees or costs incurred by the City in securing any such payment from Contractor.

iv. Nothing contained herein is intended nor shall it be construed to waive the City’s rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise

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reduce any other right or obligation of indemnity which would otherwise exist in the City's favor. Notwithstanding any other provision of this Agreement to which it is applicable, City shall not be liable or responsible to Contractor beyond the monetary limits and amounts specified in Ch. 768.28, Fla. Stat., regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Contractor for punitive or exemplary damages or for lost profits or consequential damages.

v. The provisions of these paragraph(s) are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of these paragraphs survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

C. Dispute Resolution

i. In the event that any dispute between the City and the Contractor concerning questions or issues arising under this Agreement that have not been resolved, a request for dispute resolution shall be submitted by the Contractor to the City for determination. Request for such determination shall be made in writing. The City's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The City's decision shall be rendered in writing no more than 30 calendar days after receipt of a fully documented (to the extent that such documents are within the control of the Contractor) request for a determination. The decision shall be conclusive, final, and binding on all Parties, unless the Contractor shall seek a judicial determination in accordance with the provisions set forth below in subsection 3.6D.

ii. No later than 10 calendar Days after the Contractor's receipt of the City's determination, the Contractor shall respond to the City in writing, either accepting the determination or stating the Contractor's factual or legal objection to the determination. If the Contractor's response is an objection, the City shall respond in writing to the objection within 10 calendar days after receipt. No further response by either Party shall be required. Thereafter, the Contractor may seek a judicial determination of the dispute. In the event that the Contractor intends to seek judicial determination of a matter decided by the City, the Contractor shall notify the City of its intent to do so within 10 calendar days of the City's final decision.

iii. If required by City, the Contractor shall continue to perform the Services required under this Agreement during this resolution period, including any judicial resolution. The City's written determination shall be complied with pending final resolution, including judicial, of the dispute. If the Contractor complies with the City's written determination, the City shall continue to perform under this Agreement and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision shall not apply in the event that the Contractor fails to submit a dispute to the City as required by this subsection. The continued performance of this Agreement by either Party shall not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under this Agreement or at Law.

D. Governing Law; Judicial Review; Venue. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County without regard to its conflicts of law. The Parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Broward or the Federal District Court with subject matter jurisdiction and encompassing the County of

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Broward, Florida. Each Party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. To the extent not prohibited by applicable law that cannot be waived, the City and Contractor hereby waive, and covenant that they will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise.

E. Time of Essence. Time is of the essence for each and every provision of this Agreement.

F. City's Right to Employ Other Contractors. City reserves right employ other contractors in connection with this Project. Successors and Assigns.

G. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

H. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

I. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and SubContractors of Contractor, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

J. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

K. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

L. No Third-Party Beneficiaries. Except to the extent expressly provided for in this subsection, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties. The City has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter "Districts", all of which have the power to execute contracts, and all of which are served by City personnel for the purpose of Administration. Such Districts shall be intended third Party beneficiaries and shall be able to enforce the terms hereof for any Serves provided on behalf of the Districts.

M. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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N. Prohibited Interests. The Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no City employee who acts in the City as a “purchasing agent” as defined by §112.312(20), Florida Statutes, as amended, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer, director, or proprietor of the Contractors, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractors. Material interest means direct or indirect ownership of more than Five Percent (5%) of the total assets or capital stock of the Contractors.

O. Conflicts of Interest. Contractor covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed, any such interests, on the part of Contractor or its employees, must be disclosed in writing to City. Contractor is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws. Contractor warrants that it has not employed or retained any person employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by City any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

P. Convicted Vendor List. Contractor represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, as amended, 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. Contractor acknowledges and agrees that it 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 with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a Contractor, supplier, SubContractor or Contractor under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Q. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

R. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

S. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

T. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties

AGREEMENT

THIS SECTION WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, CITY OF PLANTATION AND [CONTRACTOR NAME] have signed this Agreement in duplicate. One counterpart each has been delivered to the City and Contractor.

Attest: _____
April Beggerow, City Clerk

CITY OF PLANTATION

By: _____
Nick Sortal, Mayor

As to legal form: _____
Kerry L Ezrol, City Attorney

As to Procurement: _____
Charles Spencer, Procurement Director

Witness:

Typed name of Witness

Witness:

Typed name of Witness

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by Nick Sortal, as Mayor of the City of Plantation, a Florida municipal corporation, on behalf of the municipal corporation. He is personally known to me or has produced _____ as identification.

My commission expires:

NOTARY PUBLIC

Signed, Sealed in the presence of:

AGREEMENT

[COMPANY NAME]
a [STATE] Company

By: _____
[NAME],

Witness:

Typed name of Witness

Witness:

Typed name of Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this _____ (date) by _____, as _____,
a [STATE] Limited Liability Company, on behalf of the company. They are personally known to me
or who has produced _____ (type of identification) as identification.

My commission expires:

NOTARY PUBLIC

SPECIAL TERMS AND CONDITIONS

A. Warranty

The Contractor warrants to the City that materials and equipment furnished under the Agreement will be of good quality and new unless otherwise required or permitted by the City; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform with the applicable standard construction details and requirements. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty shall be for a period of one (1) year from acceptance by the City and 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 City's name and for its sole benefit.

B. Safety Precautions and Programs

1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement.
2. In the event the Contractor encounters on the Project site any material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) that has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the City in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the City and Contractor.
3. The Contractor shall not be required to work in an area on the Project site that contains asbestos or polychlorinated biphenyl (PCB).

C. Safety of Persons and Property

1. The Contractor shall take responsible precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - a. employees at the Project site and other persons who may be affected thereby;
 - b. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
 - c. other property at the Project site or adjacent thereto, such as trees, shrubs, lawns, walks, relocation or replacement in the course of construction

SPECIAL TERMS AND CONDITIONS

2. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property for their protection from damage, injury or loss.
3. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
4. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
5. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible except damage or loss attributable to acts or omissions of the City or Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.
6. When applicable, the Contractor shall designate a responsible member of the Contractor's organization at the Project site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the City and Consultant.
7. The Contractor shall not load or permit any part of the construction site to be loaded so as to endanger its safety.

D. Uncovering of Work

1. If a portion of the Work is covered contrary to the City's request, it must, if required in writing by the City, be uncovered for the City's inspection and be replaced at the Contractor's expense.

E. Correction of Work

1. The Contractor shall promptly, in a technically appropriate time period, correct Work rejected by the City or failing to conform to the applicable standard detailed requirements. The Contractor shall bear costs of correcting such rejected work, including additional testing and inspections and compensation for the City services and expenses made necessary thereby.
2. If, within one year after the date of completion of the Work, any of the Work is found to be not in accordance with the standard detailed requirements or to have failed, the Contractor shall correct it promptly, in a technically appropriate time period, after receipt of written notice from the City unless the City has previously given the Contractor a written acceptance of such condition. The City shall give such notice after discovery of the condition.

SPECIAL TERMS AND CONDITIONS

3. The Contractor shall remove from the work/project site portions of the Work that are not in accordance with the Work requirements and are neither corrected by the Contractor nor accepted by the City.
4. If the Contractor fails to correct nonconforming Work within a reasonable time, the City may correct it at the Contractor's expense. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the City, the City may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the City may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the City's services and expenses made necessary thereby. If such proceeds of sale do not cover costs, which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.
5. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the City or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the Work requirements.

F. Cleaning Up

1. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by Work operations. At completion of the Work the Contractor shall remove from and around the Project site waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.
2. If the Contractor fails to clean up as directed, the City may do so and the cost thereof shall be charged to the Contractor.
3. The Contractor shall be responsible for the safe, neat and secure on-site retention of solid waste generated during the course of construction.
4. The Work Site includes the immediate area of the Site, ingress and egress routes through City's property (City Limits). Proper care shall be taken to avoid debris, trash, soil, gravel, rock, liquid or other materials from being deposited on roads or common areas of the City's adjacent property. The Contractor is responsible for providing a method of cleaning and or removing such debris or spillage as part of its Site responsibilities. In the event the City provides the means to clean or remove such debris or spillage from ingress or egress routes, the Contractor will be responsible for reasonable reimbursement to the City.

SPECIAL TERMS AND CONDITIONS

5. IF requested by the City, temporary restoration of asphalt pavement and other surfaces disturbed by the work shall occur within 24 hours that work has been completed within the disturbed area.
6. Permanent restoration of paved areas shall not occur prior to repairs being completed, tested for leaks, the construction within the disturbed pavement area has been completed, and inspections approved; but not later than 10 working days after completion of these items. For a project with multiple sites throughout the City, the requirement for permanent restoration work within 10 working days shall apply to each site independently unless otherwise directed.
7. If directed by the City, all other areas disturbed by the Work shall be restored, within 10 working days of completion of construction at the Contractor's expense, to a condition equal to or better than that of the surrounding adjacent areas, with materials matching the surrounding adjacent materials. For a project with multiple sites throughout the City, the requirement for permanent restoration work within 10 working days shall apply to each site independently unless otherwise directed.

G. Project Closeout

1. When Contractor considers the Work to be completed at the end of each Work assignment, Contractor shall submit written certification to the City that the Work is completed and ready for final inspection. Include the following:
 - a. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - b. Submit an updated final statement, accounting for final additional changes to the amount approved for the completed Work assignment.

H. Final Cleaning

1. Remove any temporary protection and facilities installed for protection of the work area or equipment during general electrical repair work.
2. Comply with regulations of authorities having jurisdiction and safety standards for cleaning.
3. Where extra materials of value remaining after completion of associated Work have become the City's property, arrange for disposition of these materials as directed.

I. Changes in Quantities

1. The City reserves the right to increase or decrease the amount of any class of unit price work that may be deemed necessary.

SPECIAL TERMS AND CONDITIONS

J. Permits, Fees and Notices – IF APPLICABLE

1. Permit fees required by the Work shall be eligible for reimbursement by the City to the Contractor upon presentation of receipts by the Contractor.
2. It is the Contractor's responsibility to have and maintain appropriate Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including subcontractors) working on the project for whom a Certificate of Competency is required.

K. Public Construction Bond(s) – IF APPLICABLE

1. Contractor may be required to ensure a Public Construction Bond equal to one hundred (100) percent of the authorized work. The unit pricing provided by the Contractor in the bid form shall include the bonding cost. The Bond must be written through a company licensed to do business in the State of Florida and be rated at least "A", Class X, in the latest edition of "Best's Key Rating Guide", published by A.M. Best Company.

L. Completion of Work:

1. The Work shall be performed on an as needed basis and completed within the time frames established by the City and the Contractor over the life of the Agreement.

M. Contractor Services and Responsibilities

1. The Contractor shall assist the City or City's Representative in filing documents required to obtain necessary approvals of governmental authorities having jurisdiction over the project.
2. Materials: Unless otherwise specified herein, Contractor shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, startup and proper completion of the Work.

Contractor warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Bid Documents and that the Work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Bid Documents.

3. The Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences, and procedures.
4. The Contractor shall keep the City and City's Representative (if applicable) informed of the progress and quality of the Work.

SPECIAL TERMS AND CONDITIONS

5. If requested in writing by the City, the Contractor, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Bid Documents and shall decide, subject to determination by the Architect or Engineer (if applicable), subject to demand for arbitration, claims, disputes and other matters in question relating to performance thereunder by both City and Contractor. Such interpretations and decisions shall be in writing, shall not be presumed to be correct, and shall be given such weight as the arbitrator(s) or the court shall determine.
6. The Contractor shall correct Work which does not conform to the Bid Documents.
7. Contractor shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. City shall not be responsible for monitoring Contractor's compliance with any laws and regulations. Contractor shall promptly notify City if the Bid Documents are observed by Contractor to be at variance therewith.
8. The Contractor shall pay royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the City harmless from loss on account thereof, except that the City shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by the City. However, if the Contractor has reason to believe the use of a required design process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly given to the City.
9. The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees and parties in privity of Contract with the Contractor to perform a portion of the Work, including their agents and employees.
10. The Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's operation. At the completion of the Work, the Contractor shall remove from the project site the Contractor's tools, construction equipment, machinery, surplus materials, waste materials, and rubbish.
11. The Contractor shall prepare Change Orders for the City or City Representative's approval and execution in accordance with this Agreement and shall have authority to make minor changes in the design and construction consistent with the intent of this Agreement not involving an adjustment in the contract sum or an extension of the contract time. The Contractor shall promptly inform the City or City's Representative in writing, of minor changes in the design and construction.
12. The Contractor shall notify the City or City's Representative when the Work or an agreed upon portion thereof is substantially completed by issuing a Certificate of Substantial Completion which shall establish the Date of Substantial Completion; shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the Work and insurance; shall include

SPECIAL TERMS AND CONDITIONS

- a list of items to be completed or corrected; and shall fix the time within which the Contractor shall complete items listed therein.
13. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying Contractor's best skill, attention and expertise. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the finished Work complies accurately with the Bid Documents.
 14. Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Contract with Contractor. Nothing in the Bid Documents shall create any Contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations. All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Bid Documents for the benefit of City.
 15. Contractor shall obtain and pay for all permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary.
 16. Within seven (7) calendar days after execution of the Contract and in any event prior to the commencement of any Work hereunder, Contractor shall furnish, in writing to City, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. City shall advise Contractor, in writing, of any proposed person or entity to which City has a reasonable objection. Failure of City to reply promptly shall constitute notice of no reasonable objection. Contractor shall not contract with a proposed person or entity to whom City has made a reasonable and timely objection. If City has reasonable objection to a person or entity proposed by Contractor, Contractor shall propose another to whom City has no reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if City makes reasonable objection to such change.
 17. Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect contract with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any

SPECIAL TERMS AND CONDITIONS

moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

18. All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of City.

N. Risk of Loss; Title: The risk of loss, injury, or destruction shall be on Contractor until acceptance of the Work by City. Title to the Work shall pass to City upon acceptance of the Work by City.

O. Use of Premises: Contractor shall confine equipment, the storage of materials and equipment and the operations of Workers to the project site and areas identified in and permitted by the Bid Documents and shall not unreasonably encumber the premises with equipment or other materials. Contractor shall assume full responsibility for any damage to any such land or area, or to the City or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against City by any such occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in this document specifically applies to claims arising out of Contractor's use of the premises. During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall restore to original condition all property not designated for alteration by the Bid Documents. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

P. Access to Work: Contractor shall provide City, City's consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the Work at reasonable times for their observation, inspection and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith.

Q. Survival of Obligations: All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Bid Documents, shall survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

R. Work by City or City's Contractors

1. The City reserves the right to perform Work related to, but not part of, the Project and to award separate contracts in connection with other Work at the site. If the Contractor claims that delay or additional cost is involved because of such action by the City, the Contractor shall make such claims to the City or City's Representative in writing.

SPECIAL TERMS AND CONDITIONS

2. The Contractor shall afford the City's separate contractors' reasonable opportunity for introduction and storage of their materials and equipment for execution of their Work. The Contractor shall incorporate and coordinate the Contractor's Work with the Work of the City's separate contractors as required by the Bid Documents.
3. Costs caused by defective or ill-timed Work shall be borne by the party responsible.

S. Responding to Emergency Work Request – IF APPLICABLE:

The Contractor shall provide 24/7 emergency contact telephone number and respond to Emergency Work requests after notification by the City, twenty-four (24) hours a day, seven (7) days a week, including all public holidays. The Contractor shall provide a list of individuals and their contact information to be contacted for emergency repairs to the City and update it immediately whenever any change occurs. Emergency Work will require the following response:

Contractor acknowledgement of the emergency request within thirty (30) minutes of the phone call made by CITY or designee. Acknowledgement must be by live telephone conversation with a Contractor employee, not a recording or answering service.

Contractor personnel shall commence work on-site at the affected location within two (2) hours of request for service. If the source of the problem is unknown the Contractor shall immediately address the problem and immediately inform the City of the extent of the problem.

T. Failure to Respond to Emergency Work Request– IF APPLICABLE:

1. Should the Contractor fail to meet the thirty (30) minutes acknowledgement time, each hour past the required thirty-minute acknowledgement time shall result in liquidated damages due to the CITY in the amount of fifty dollars (\$20.00) per hour, not to exceed four (4) hours, until the Contractor acknowledges the Emergency Work request.
2. Should the Contractor fail to meet the two (2) hour response time to be on-site for Emergency Work, unless otherwise agreed upon with the City, each failure shall result in liquidated damages due to the City in the amount of one hundred and fifty dollars (\$100.00) per hour for each hour past the required two-hour on-site response time.
3. Consistent failure by the vendor to respond to Emergency Work Requests and Non-Emergency Service requests within the required response times may, place the Contractor in breach of the Agreement. Consistent failure to respond is defined as not responding within the required response time on two (2) out of four (4) consecutive occurrences.

U. Failure to Provide Quotation for Non-Emergency/Planned Work:

By entering into this Agreement, the Contractor agrees to provide Services to respond to the repairs or unplanned maintenance to the City's infrastructure, as such, any failure by the CONTRACTOR to provide a quotation and subsequently engage in the Work pursuant to said quotation, will place the Contractor in breach of the Agreement.

END OF SECTION



ADDENDUM NO. 1

ITB No. 031-25

TITLE: Supply, Delivery and Installation of Traffic Calming Devices – Term Contract

DATE: July 7, 2025

TO ALL PROSPECTIVE BIDDERS:

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strike through~~ have been deleted from the bid documents and text in underline has been added.

QUESTIONS AND ANSWERS:

Question No. 1 – The 2.3 Highlighted Signs specifications are calling for legendviz signs. However, you reference “Exhibit A” for additional information which is showing a blinker beacon. Can you please confirm if you are looking for legendviz signs or beacons for this portion?

Response No. 1 - We are not requesting beacons. The Enhanced Highway Signing Assemblies, FDOT Index 700-120 is provided for installation purpose. For instance, 4’’ sh.40 pole and transformer base with all accessories will be needed to install the highlighted signs.

Bids **must** be submitted on or before **July 22, 2025 at 11:00AM**. Proposals must be submitted electronically ONLY via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No. 031-25.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

BIDDER’S NAME: _____