



City of Plantation, Procurement Department

AGREEMENT AWARD COVER SHEET

This document must be included with any purchase order/requisition request, and be included with any invoice being submitted for payment.

Agreement (BID) No.: RFSP No. 033-23

Description/Title: Supply and Delivery of Traffic Calming Devices

Initial Agreement Term: Start Date: 05/17/2023 End Date: 05/16/2024

No. of Renewal Terms of the Agreement: 4 Time Period of Renewal: 1 year

Amendment No. 1 Start Date: May 16, 2024 End Date: May 16, 2025

Amendment No. _____ Start Date: _____ End Date: _____

Amendment No. _____ Start Date: _____ End Date: _____

Amendment No. _____ Start Date: _____ End Date: _____

Amendment Note(s):

SECTION #1 CONTRACTOR/VENDOR/FIRM AWARD

Contractor/Firm Name: TRANSPORTATION SOLUTIONS & LIGHTING, INC.
Contractor/Firm Address: 6601 Lyons Road, Suite B4, Coconut Creek, FL 33073
Contact: Bradford Berner
Phone: 800-216-4044
Email Address: customerservice@tsandl.us
Website (if any): _____

SECTION #2 AWARD/BACKGROUND INFORMATION

City Council Approval Date: April 26, 2023 Consent Agenda No.: 6
Insurance Required: Yes No
Public Construction Bond Required: Yes No

SECTION #3 AGREEMENT COST(S), FEE(S), RATE(S)

SEE ATTACHED DOCUMENTATION



AMENDMENT

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF PLANTATION AND TRANSPORTATION SOLUTIONS & LIGHTING, INC. FOR SUPPLY AND DELIVERY OF TRAFFIC CALMING DEVICES

THIS FIRST AMENDMENT to Agreement No. 033-23 For Supply and Delivery of Traffic Calming Devices dated this 2nd day of May, 2024, by and between:

CITY OF PLANTATION, FLORIDA
a Municipal Corporation
400 North West 70th Avenue
Plantation, Florida 33317
(Hereinafter referred to as “CITY”)

and

TRANSPORTATION SOLUTIONS & LIGHTING, INC.
a Florida Corporation
6601 Lyons Road, Suite B4
Coconut Creek, FL 33073
(Hereinafter referred to as “CONTRACTOR”)

WHEREAS, on May 17, 2023, CITY entered into an Agreement (033-23) with CONTRACTOR for Continuing Service for Agreement For: Supply and Delivery of Traffic Calming Devices; and

WHEREAS, the initial term of this Agreement was for one (1) year beginning May 17, 2023 and expiring on May 16, 2024; and

WHEREAS, this Agreement contains an option to renew for four (4) additional one (1) year periods, under the same terms and conditions; and

WHEREAS, the current Agreement is set to expire on May 16, 2024 if not renewed or extended; and

WHEREAS, the CITY has determined that CONTRACTOR has performed in accordance with requirements of the Agreement and wishes to exercise/execute the first (1st) of (4) four (1) one-year options;

WHEREAS, both Parties concur with amending the Agreement to extend the term of the Agreement through May 16, 2025.

WHEREAS, under this Amendment the CITY will also modify this Agreement, to include additional language(s) to align with current Florida Law(s) and City’s business practices.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. SECTION 3, 3.1 (A) TERM OF AGREEMENT

The term of this Agreement shall be extended through May 16, 2025.

SECTION 3. SECTION 3, 3.2 (B) CONTRACTOR'S COMPENSATION

(SEE EXHIBIT E)

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>	Speed Cushion 7'L x 6'W x 3"H	EA.	<u>100</u>	\$849.00	\$84,900.00
<u>2</u>	Speed Cushion 10.5'L x 6'W x 3"H (Flat Surface 72"x42")	EA.	<u>10</u>	\$1,299.00	\$12,990.00
<u>3</u>	Speed Cushion 14'L x 6'W x 3"H (Flat Surface 72"x84")	EA.	<u>4</u>	\$1,499.00	\$5,996.00

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>	Solar / Battery Radar Sign (15" Characters)	EA	<u>50</u>	\$2,995.98	\$149,799.00
<u>2</u>	Aluminum Pole (3.5" to 4" Diameter x 20'L)	EA	<u>50</u>	\$562.00	\$28,100.00
<u>3</u>	Cloud Access-Radar	YEAR	<u>1</u>	Included	Included

Note No. 1: Unless otherwise specified, all prices are to be FOB-Destination.

Note No. 2: The Price for the Aluminum Pole has been increased from \$489.00 to \$562.00.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

AMENDMENT

SECTION 4. PUBLIC AGENCY CONTRACTING

This section is hereby incorporated into this Agreement by execution of this Amendment.

CONTRACTOR 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 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 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 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. 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 CONTRACTOR under this paragraph, CONTRACTOR may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. 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.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

AMENDMENT

SECTION 5. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

This section is hereby incorporated into this Agreement by execution of this Amendment.

CONTRACTOR is hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, and that the CITY did not consider the CONTRACTOR's social, political, or ideological interests when determining if the CONTRACTOR was a responsible CONTRACTOR. CONTRACTOR is further notified that the CITY's governing body did not give any preference to the CONTRACTOR based on the CONTRACTOR's social, political, or ideological interests.

SECTION 6. COMPLIANCE WITH FOREIGN ENTITY LAWS

This section is hereby incorporated into this Agreement by execution of this Amendment

By entering into this Agreement CONTRACTOR is hereby certifying 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: § 288.007(2), 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: § 288.007(2), 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. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

- G. (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

AMENDMENT

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).

SECTION 7. In all other respects, the terms and conditions of the Agreement, as amended, not specifically amended herein remain in full force and effect. In the event of any conflict, this First Amendment will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

SECTION 8. This First Amendment shall become effective on May 16, 2024.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

AMENDMENT

IN WITNESS WHEREOF, CITY OF PLANTATION AND TRANSPORTATION SOLUTIONS & LIGHTING, INC. have signed this Amendment in duplicate. One counterpart each has been delivered to the CITY and CONTRACTOR

Attest: *April Beggerow*
April Beggerow, City Clerk



CITY OF PLANTATION

By: *Nick Sortal*, Mayor

As to Procurement: *Charles Spencer*, Procurement Director

San Menendez, Clerk

Signed, Sealed in the presence of:

(Corporate Seal)

TRANSPORTATION SOLUTIONS & LIGHTING, INC.
a Florida Corporation

By: *Bradford Berner*
Bradford Berner/Vice-President

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 10th day of April, 2024, by Bradford Berner, as VP Sales for Transportation Solutions & Lighting, Inc., who is personally known to me or who has produced a license as identification.

Notary Public Signature: *Kortney Bacchus*
Print Name: Kortney Bacchus

State of Florida at Large (Seal)
My commission expires: February



CITY OF PLANTATION



AGREEMENT

Between

THE CITY OF PLANTATION

And

TRANSPORTATION SOLUTIONS & LIGHTING, INC.

For

SUPPLY AND DELIVERY OF TRAFFIC CALMING DEVICES

AGREEMENT NO. 033-23

AGREEMENT

**Agreement
By and Between
City of Plantation
&
Transportation Solutions & Lighting, Inc
for
Supply and Delivery of Traffic Calming Devices
Agreement No. 033-23**

1. PARTIES AND DATE.

This Agreement (“Agreement”) is made and entered into this 17 day of May, 2023 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 TRANSPORTATION SOLUTIONS & LIGHTING, INC., a Florida Corporation with its principal place of business at 980 N. Federal Hwy., #110, Boca Raton, FL 33432 (“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 furnishing traffic calming devices which includes Modular Traffic Cushions and Speed Radar Signs as per the specification 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 furnish traffic calming devices which includes Modular Traffic Cushions and Speed Radar Signs as per the specification. 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 and publically advertised an “Invitation to Bid” (ITB) for Supply and Delivery of Traffic Calming Devices pursuant to Sec. 2-226© and 2-226€ of the City’s Code.

On April 26, 2023, consent agenda item No. 6, the City of Plantation – City Council authorized and approved the City to execute an agreement between the City of Plantation and Transportation Solutions & Lighting, Inc for “Supply and Delivery of Traffic Calming Devices” in accordance with ITB No. 033-23.

AGREEMENT

3. TERMS.

3.1 Term.

A. The initial agreement period shall be for one (1) year, commencing May 17, 2023 and expiring on May 16, 2024. 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**.

<u>ITEM #</u>	<u>LINE ITEM / DESCRIPTION</u>	<u>Unit</u>	<u>Unit Price</u>
<u>1</u>	<u>Speed Cushion 7'L x 6'W x 3"H</u>	<u>EA.</u>	\$849.00
<u>2</u>	<u>Speed Cushion 10.5'L x 6'W x 3"H (Flat Surface 72"x42")</u>	<u>EA.</u>	\$1,299.00
<u>3</u>	<u>Speed Cushion 14'L x 6'W x 3"H (Flat Surface 72"x84")</u>	<u>EA.</u>	\$1,499.00

<u>ITEM #</u>	<u>LINE ITEM / DESCRIPTION</u>	<u>Unit</u>	<u>Unit Price</u>
<u>1</u>	<u>Solar / Battery Radar Sign (15" Characters)</u>	<u>EA</u>	\$2995.98
<u>2</u>	<u>Aluminum Pole (3.5" to 4" Diameter x 20'L)</u>	<u>EA</u>	\$489.00
<u>3</u>	<u>Cloud Access-Radar</u>	<u>YEAR</u>	Included

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,

AGREEMENT

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 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

AGREEMENT

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 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.

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.

L. 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"**.

M. 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 exercise all necessary precautions for the safety of employees appropriate to the nature of the work

AGREEMENT

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.

N. 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 information of any kind prepared by Contractor in connection with the performance of Services.

AGREEMENT

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.

AGREEMENT

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:

Transportation Solutions & Lighting, Inc.
Cecile Nguyen, President
980 N. Federal Hwy #110
Boca Raton, FL 33432

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

AGREEMENT

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. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, contractors, or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

ii. 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.

iii. 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 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.

iv. This paragraph shall survive termination or expiration of this Agreement.

C. Dispute Resolution

AGREEMENT

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 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.

AGREEMENT

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 Services 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.

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,

AGREEMENT

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

THIS SECTION WAS INTENTIONALLY LEFT BLANK

AGREEMENT

IN WITNESS WHEREOF, CITY OF PLANTATION AND TRANSPORATION SOLUTIONS & LIGHTING, INC., have signed this Agreement in duplicate. One counterpart each has been delivered to the City and Contractor.

Attest: April Beggerow
April Beggerow, City Clerk



CITY OF PLANTATION

By: [Signature]
Nick Sortal, Mayor

As to legal form: [Signature]
Kerry L. Ezrol, City Attorney

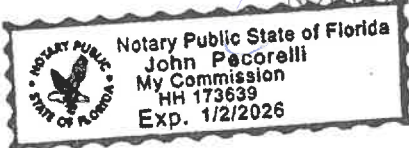
As to Procurement: [Signature]
Charles Spencer, Procurement Director

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this 17th day of MAY, 2023, by Nick Sortal, as Mayor of the City of Plantation, a Florida municipal corporation, on behalf of the City of Plantation municipal corporation. She is personally known to me or has produced [Signature] as identification.

My commission expires: 1/2/2026

[Signature]
NOTARY PUBLIC



Signed, Sealed in the presence of:

Witness: [Signature]
Bradford Berner
Typed name of Witness

Transportation Solutions & Lighting, Inc.
a Florida Corporation

By: [Signature]
Cecile Nguyen, President

Witness: [Signature]
JOE HUNTER
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 9th day of May 2023 (date) by Cecile Nguyen, as President, a Florida State Corporation/Company, on behalf of the corporation/company. They are personally known to me or who has produced Self (license) (type of identification) as identification.

My commission expires:



[Signature]
NOTARY PUBLIC

OFFICE OF THE MAYOR

Nick Sortal
Mayor



PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director

CITY COUNCIL

Jennifer Andreu, President
Timothy J. Fadgen, President Pro Tem
Erik Anderson
Denise Horland
Louis Reinstien

April 27, 2023

Bradford Berner
Transportation Solutions & Lighting, Inc.
6601 Lyons Road, Suite B4
Coconut Creek, FL 33073
Email: sales@tsandl.us

RE: ITB No. 033-23; Supply and Delivery of Traffic Calming Devices

Dear Bradford Berner:

This letter is to inform you that the City of Plantation- City Council- authorized and approved the following on Consent Agenda Item No. 6 during their April 26, 2023 City Council meeting.

- Authorization and approval to execute an agreement between the City of Plantation and Transportation Solutions & Lighting, Inc for "Supply and Delivery of Traffic Calming Devices" in accordance with ITB No. 033-23.

After the required protest period has passed (May 1, 2023 @4:30pm), a representative from the Procurement Department will be contacting you to execute a formal agreement.

Pricing Information:

Speed Cushions: All Accessories to be Included

ITEM No.	LINE ITEM / DESCRIPTION	UNIT	UNIT PRICE
1	Speed Cushion 7'L x 6'W x 3"H	EA.	\$849.00
2	Speed Cushion 10.5'L x 6'W x 3"H (Flat Surface 72"x42")	EA.	\$1,299.00
3	Speed Cushion 14'L x 6'W x 3"H (Flat Surface 72"x84")	EA.	\$1,499.00

Speed Radar Signs: All Accessories to be included

ITEM #	LINE ITEM / DESCRIPTION	Unit	Unit Price
1	Solar / Battery Radar Sign (15" Characters)	EA	\$2,995.98
2	Aluminum Pole (3.5" to 4" Diameter x 20'L)	EA	\$489.00
3	Cloud Access-Radar	YEAR	Included

Please take this opportunity to obtain the required Certificate of Insurance (naming the City as additionally insured). In addition, if you have not already done so, please register as a City of Plantation vendor by visiting our website (www.plantation.org) and completing the proper application

Note: The City shall not be obligated to any Bidder to enter into a contract or issue a purchase order with the Bidder despite the City governing body prospectively awarding the Project to a successful Bidder. The City shall be obligated to any Bidder for the project if and only if the CITY enters into a contract or issues a purchase order for the Project with the Bidder, and further, no action will lie against the City to compel the City to execute any such contract or purchase order, 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.

If you have any questions, please do not hesitate to contact me.

Respectfully

Charles Spencer, NIGP-CPP
Procurement Director

Email: ESpencer@Plantation.org



EXHIBIT “A”
SCOPE OF SERVICES/WORK

SCOPE OF SERVICES/SPECIFICATIONS

1. SCOPE

City of Plantation is requesting formal bid(s) to furnish traffic calming devices which includes Modular Traffic Cushions and Speed Radar Signs as per the specification outline herein.

2. SPECIFICATIONS

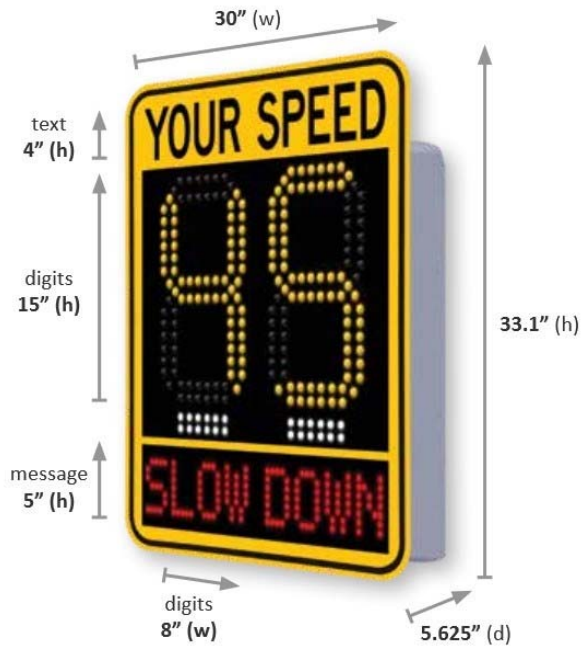
Speed Radar Signs:

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.

Radar Sign Specifications and Features

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

SCOPE OF SERVICES/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 Strobos	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/SPECIFICATIONS

Speed cushions:

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.

Speed Cushions Specification and Features

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

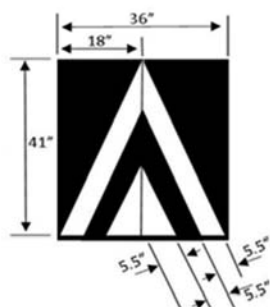
Standard Dimensions of Speed Cushions

- 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"

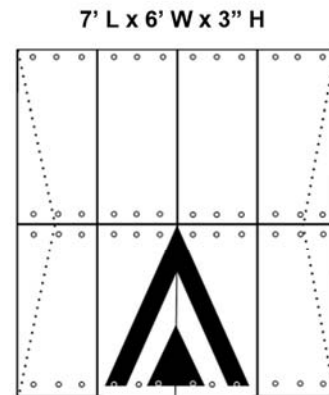
Physical properties:

- 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.

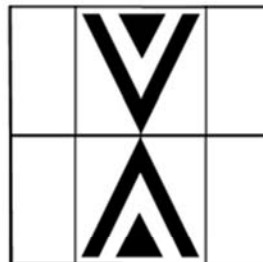


7' L x 6' W x 3" H

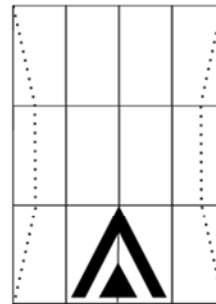


7' L x 6' W x 3" H

SC-070603-M

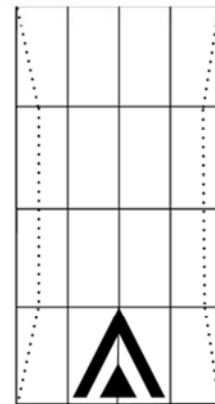


10.5' L x 6' W x 3" H



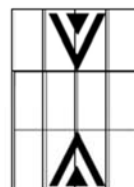
SC-1050603-M

14' L x 6' W x 3" H



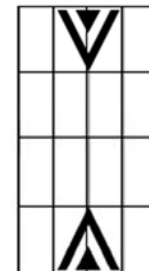
SC-140603-M

10.5' L x 6' W x 3" H



SC-1050603-2M

14' L x 6' W x 3" H



SC-140603-2M

SCOPE OF SERVICES/SPECIFICATIONS

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.

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.

END OF DOCUMENT



EXHIBIT “B”
CITY INSURANCE REQUIREMENTS

Bid Checklist and Summary Form

To comply with the City of Plantation's solicitation guidelines, this Bid Checklist Summary Form is required for all solicitations.

This form must be signed and included with the bid submittal in addition to the required bid documents of this solicitation. Failure to do so may result in your bid submittal being considered non-responsive.

Bidder's Name: Transportation Solutions & Lighting, Inc. **Date:** March 10th, 2023

Base Bid Total: \$ 278,135.00 Two Hundred & Seventy Eight Thousand, One Hundred & Thirty Five Dollars - 00/00

Plantation Local Business pursuant to Section 2-227 of City's Code: Yes or No We are located in Broward County Florida

Disadvantaged Business Enterprise: Yes or No

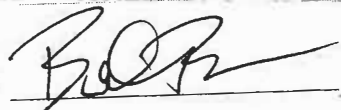
Submitted Forms:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Insurance Requirements Form
<i>IF WE ARE LOW BID - WE CAN ADD</i> | <input checked="" type="checkbox"/> Certificate of Insurance |
| <input checked="" type="checkbox"/> Qualification Statement | <input checked="" type="checkbox"/> Non-Collusion Certification Form |
| <input checked="" type="checkbox"/> Bidder's Certification | <input checked="" type="checkbox"/> References |
| <input checked="" type="checkbox"/> Public Entity Crimes Form | <input checked="" type="checkbox"/> Bid Form |
| <input checked="" type="checkbox"/> Drug-Free Workplace Form | <input checked="" type="checkbox"/> Registered as a City of Plantation Vendor |
| <input checked="" type="checkbox"/> Addendums | <input checked="" type="checkbox"/> General Terms and Conditions Form |
| <input checked="" type="checkbox"/> Authorized to transact Business in the State of Florida (Provide certificate of authority from Department of State) | |

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: 

Print Name: Bradford Berner

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: Transportation Solutions & Lighting, Inc.

NAME: Bradford Berner

ADDRESS: 6601 Lyons Road, Suite B4 - Coconut Creek, FL 33073

TELEPHONE NO.: 800.216.4044

FAX NO.: 800.216.4044

EMAIL ADDRESS: sales@tsandl.us

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: Transportation Solutions & Lighting, Inc.

The address of the principal place of business is: 6601 Lyons Road, Suite B4 - Coconut Creek, FL 33073

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

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

a. Date of Incorporation: Jun - 2017

b. State of Incorporation: Florida

c. President's Name: Cecile Nguyen

d. Vice President's Name: Bradford Berner

e. Secretary's Name: _____

f. Treasurer's Name: _____

g. Name and address of Resident Agent: UNITED STATES CORPORATION AGENTS, INC
476 RIVERSIDE AVE
JACKSONVILLE, FL 32202

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: _____

QUALIFICATION STATEMENT

4. If BIDDER is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

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: 8
 - a. Under what other former names has your organization operated?

N/A

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) X (N)

9. Do you have a complete set of documents, including agenda? (Y) X (N) _____

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

NEVER

11. 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.

N/A

12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

Cecile Nguyen - 954-258-5846 - 1535 SE 14th CT - Deerfield Beach, FL 33441

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

Our company slogan on our tee-shirts is "your traffic calming experts". Our company are experts in this field and is our main business. Being a local Broward County business, registered small business and minority woman owned, there is no other vendor most qualified or dedicated to our industry.

14. Provide a list of similar projects, which have been completed within the past five (5) years, including project description, owner's names, addresses and phone numbers.

We own the current contract at the city of Fort Lauderdale to install all of their speed humps - \$400k contract - Kristin Thompson - Division manager - 954.828.3721

City of Miramar - Supply and Install radar signs. - Sal Zuniga - City Engineer - 954.602.3323

15. Provide a list of work currently under contract.

See above

QUALIFICATION STATEMENT

16. On Exhibit A, 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]

N/A

17. 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.

N/A

18. 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.

N/A

19. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

N/A

20. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

N/A

21. 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.

N/A

22. Please attach a copy of your latest financial statement.

Provided upon confidential request and an
NDA. Per guidance of our CPA.

QUALIFICATION STATEMENT

NOTARY BLOCK FOR AN INDIVIDUAL

STATE OF _____

COUNTY OF _____

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

My commission expires: _____

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY BLOCK FOR A CORPORATION

STATE OF Florida

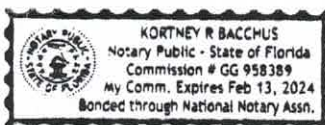
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3/23/23 (date) by Bradford Berner (name of officer or agent, title of officer or agent), of Transportation Systems & Lighting, Inc. (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced his license (type of identification) as identification.

My commission expires: _____

[Signature]

NOTARY PUBLIC, STATE OF FLORIDA



BIDDER'S CERTIFICATION

WHEN FIRM IS A CORPORATION

IN WITNESS WHEREOF, the FIRM hereto has executed this Form this 23rd day of March, 2023.



(CORPORATE SEAL)

ATTEST

By _____
Secretary

Transportation Solutions & Lighting, Inc.

Printed Name of Corporation

Florida

Printed State of Incorporation

By:

Signature of President or other authorized officer

Cecile Nguyen, President & CEO

Printed Name of President or other authorized officer

6601 Lyons Road, Suite B4

Address of Corporation

Coconut Creek, FL 33073

City/State/Zip

800.216.4044

Business Phone Number

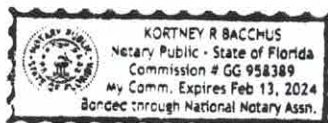
STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3/23/23 (date) by Bradford Baker (name of officer or agent, title of officer or agent), of Transportation Solutions & Lighting (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced a license (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: February 13, 2024



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.

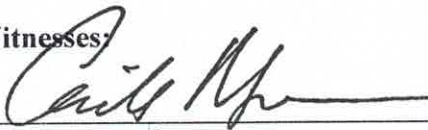
BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who 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.

Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. 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.

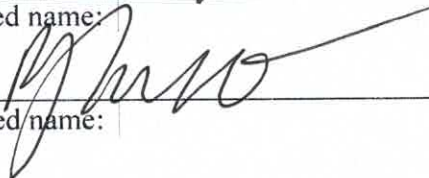
NAME

RELATIONSHIP

Witnesses:



Typed name:



Typed name:

BIDDER:

By: Transportation Solutions & Lighting, Inc.

Name: Bradford Berner

Title: Vice President

E-VERIFY FORM

Fill in Form

CITY OF PLANTATION E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH BID

Project Name: Supply and Deliver of Traffic Calming Devices

Project No.: 033-23

1. Definitions:

“*Contractor*” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “*Contractor*” includes, but is not limited to, a vendor or consultant.

“*Subcontractor*” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“*E-Verify system*” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Plantation. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland

Security's E-Verify System during the term of the contract is a condition of the contract with the City of Plantation; and

- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting 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.

3. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

E-VERIFY FORM

Fill in Form

CONTRACTOR: Transportation Solutions & Lighting, Inc.

By (sign): [Signature]

Print Name: Bradford Berner

NOTARY BLOCK FOR AN INDIVIDUAL

STATE OF _____

COUNTY OF _____

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

My commission expires: _____

NOTARY PUBLIC

NOTARY BLOCK FOR A CORPORATION

STATE OF Florida

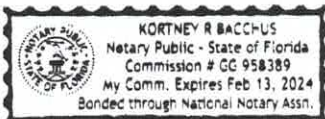
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3/23/23 (date) by Bradford Berner (name of officer or agent, title of officer or agent), of Transportation Solutions & Lighting (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced his license (type of identification) as identification.

My commission expires: _____

[Signature]

NOTARY PUBLIC



PUBLIC ENTITY CRIMES**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 ITN NO. 033-23.
2. This sworn statement is submitted by Transportation Solutions & Lighting, Inc. (entity submitting sworn statement), whose business address is 6601 Lyons RD - B4 - Coconut Creek, FL 33073 and its Federal Employer Identification Number (FEIN) is 82-1939113. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
3. My name is Cecile Nguyen (please print name of individual signing), and my relationship to the entity named above is President & CEO.
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.

PUBLIC ENTITY CRIMES

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.)

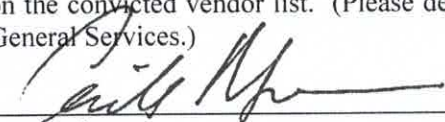
 X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent 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 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.)



(Signature)

3- 23-2023

(Date)

PUBLIC ENTITY CRIMES

NOTARY BLOCK FOR AN INDIVIDUAL

STATE OF _____

COUNTY OF _____

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

My commission expires: _____

NOTARY PUBLIC

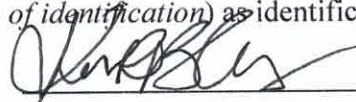
NOTARY BLOCK FOR A CORPORATION

STATE OF Florida

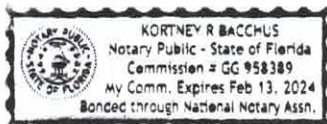
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3/23/23 (date) by Bernor (name of officer or agent, title of officer or agent), of Transportation Solutions & Logistics (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced his license (type of identification) as identification.

My commission expires: _____



NOTARY PUBLIC



DRUG-FREE WORKPLACE

STATEMENT UNDER SECTION 287.087 FLORIDA STATUTES

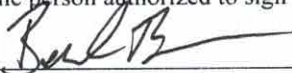
TO BE RETURNED WITH BIDDER

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

Bradford Berner

Printed Name

Transportation Solutions & Lighting, Inc.

Bidder Name

March 10, 2023

Date

State of Florida

Department of State

I certify from the records of this office that TRANSPORTATION SOLUTIONS & LIGHTING, INC. is a corporation organized under the laws of the State of Florida, filed on June 15, 2017.

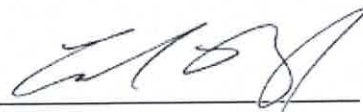
The document number of this corporation is P17000052598.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 23, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-third day of January,
2023*




Secretary of State

Tracking Number: 3807308705CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

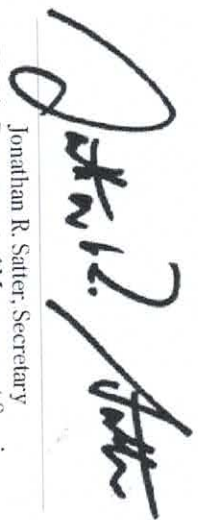
<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida

Woman & Minority Business Certification

Transportation Solutions and Lighting

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
04/29/2021 to 04/29/2023



Jonathan R. Satter, Secretary
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd



GREATER ORLANDO
AVIATION AUTHORITY



JACKSONVILLE
TRANSPORTATION
AUTHORITY

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE)

Certificate of Eligibility

TRANSPORTATION SOLUTIONS & LIGHTING

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

425120

Victoria Smith

Equal Opportunity Office, Manager

Florida Department of Transportation





THIS CERTIFICATE IS AWARDED TO

TRANSPORTATION SOLUTIONS & LIGHTING, INC.

AS SET FORTH IN THE BROWARD COUNTY BUSINESS OPPORTUNITY ACT THE CERTIFICATION
REQUIREMENTS HAVE BEEN MET FOR:

County Business Enterprise (CBE) and Small Business Enterprise (SBE)

SANDY-MICHAEL MCDONALD
Digitally signed by SANDY-MICHAEL
MCDONALD
Date: 2022.12.20 12:29:17 -05'00'

AUTHORIZED REPRESENTATIVE

Anniversary Date: December 1st

THE OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT MUST BE NOTIFIED WITHIN 30 DAYS OF ANY MATERIAL CHANGES IN THE BUSINESS WHICH
MAY AFFECT OWNERSHIP AND CONTROL. FAILURE TO DO SO MAY RESULT IN THE REVOCATION OF THIS CERTIFICATE AND/OR IMPOSITION OF OTHER SANCTIONS.

A SERVICE OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
BROWARD.ORG/SMALLBUSINESS

GOVERNMENTAL CENTER ANNEX 115 S. ANDREWS AVENUE, ROOM A680 FORT LAUDERDALE, FL 33301
TEL: 954-357-6400 • FAX: 954-357-5674 • TTY: 954-357-5664



EXHIBIT “C”
FRONT-END DOCUMENTS

INSTRUCTIONS TO BIDDERS

INVITATION TO BID # 033-23; Supply and Delivery of Traffic Calming Devices

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 Administrator
- 1.3 **CITY:** The City of Plantation, a Florida municipal corporation
- 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.

2. Copies of Bidding Documents:

- 2.1 Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website <https://www.demandstar.com/app/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. Qualifications of Bidders:

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. The CITY shall have no liability to any Successful BIDDER unless and until the CITY executes a contract with such Successful BIDDER.

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 are clearly understood.

INSTRUCTIONS TO BIDDERS

INVITATION TO BID # 033-23; Supply and Delivery of Traffic Calming Devices

4. Examination of Bid Documents and Site:

- 4.1 Before submitting a Bid, each BIDDER(s) must (a) examine the Bid Documents thoroughly; (b) 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) familiarize themselves with Federal, State, and local laws, ordinances, Florida Building Code or other applicable construction codes, rules and regulations affecting the performance, cost, progress, or furnishing of the Work; (d) study and carefully correlate their observations with the requirements of Contract Documents, and (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.
- 4.2 BIDDERS should also note any references made to the Specifications for identification of those surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance, cost, progress or furnishing of the Work which have been relied upon by CITY REP in preparing the Drawings and Specifications, if any. CITY will make copies of such surveys and reports, which are not bound into these documents, available to any BIDDER requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Bid Documents.
- 4.3 The submission of a Bid will constitute an incontrovertible representation by the BIDDER that they have complied with every requirement of this Article 4 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.
- 4.4 Any information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to CITY and CITY REP by owners of such Underground Facilities or others, and neither CITY nor CITY REP assumes responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in SUPPLEMENTARY CONDITIONS.
- 4.5 SUPPLEMENTARY CONDITIONS, if any, may identify for limited reliance by the CONTRACTOR certain specified technical data. These (as well as other documents) should be reviewed.
- 4.6 Before submitting a Bid, each BIDDER will, at its 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 and which BIDDER deems necessary to determine their Bid price for

INSTRUCTIONS TO BIDDERS

INVITATION TO BID # 033-23; Supply and Delivery of Traffic Calming Devices

performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

- 4.7 On request in advance, CITY will provide each BIDDER access to the site to conduct explorations and tests as each BIDDER deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 4.8 The lands upon which the Work is to be performed, and the right-of-ways and easements for access thereto and other lands designated for use in performing the Work are identified in the Bid Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment or construction operations are to be provided by the CONTRACTOR.

5. Interpretations and Addenda:

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'S Procurement Department. Questions received less than ten (10) days prior to the date for opening of Bids will be answered at the option of the CITY. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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.

6. Subcontractors, Suppliers and Others:

- 6.1 CITY requires the identity of major Subcontractors working on the project and Suppliers of unique material or products to be submitted to CITY in advance of the Notice of Award the apparent Successful BIDDER. Any other BIDDER requested by City in writing will, within seven (7) calendar days, submit to CITY a list of all Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for portions of this Project. An experience statement shall accompany such list with pertinent information as to similar projects and other evidence of qualifications for each identified Subcontractor, Supplier, person and organization.
- 6.2 If CITY or CITY REP after due investigation has reasonable objection any proposed Subcontractor, Supplier or other person or organization, may before giving the Notice of Award request the apparent Successful BIDDER to submit an acceptable substitute without an increase in Bid price. If the apparent Successful BIDDER declines to make any such substitution, CITY may award the contract to

INSTRUCTIONS TO BIDDERS

INVITATION TO BID # 033-23; Supply and Delivery of Traffic Calming Devices

the next lowest BIDDER whose bid is determined to be the most advantageous to the CITY taking into consideration the evaluation factors and criteria set forth in the INVITATION TO BID or the code if none are provided in the INVITATION TO BID that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The BIDDER declining to make requested substitutions would not constitute grounds for sacrificing the Bid Security of any BIDDER.

- 6.3 No BIDDER shall be required to employ any Subcontractor, other person or organization against whom BIDDER has reasonable objection.

7. Bid Form:

- 7.1 The Bid Form is included with the Solicitation Documents.
- 7.2 All blanks on the Bid Forms must be completed in ink or be typed. The bid price of each item on the form must be stated in words and numerals: in case of conflict, words will take precedence. Whiteout of prices or words and numerals on Bid Form is not permitted.
- 7.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate office accompanied by evidence of authority to sign). The corporate seal must be affixed and attested by the secretary or an assistant secretary or notarized by a licensed Notary together with a corporate Resolution authorizing the submittal of the bid. The corporate address and state of incorporation must be shown below the signature.
- 7.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 7.5 All names must be typed or printed below the signature. The signer shall date all signatures.
- 7.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 7.7 The address and telephone number for communications regarding the Bid must be shown.

8. SUBMISSION OF BIDS:

- 8.1 Bids shall be submitted before the time and at the place indicated in the Notice to Bidders.

INSTRUCTIONS TO BIDDERS

INVITATION TO BID # 033-23; Supply and Delivery of Traffic Calming Devices

- 8.2 All Bids will be received electronically via the Demand Star website. 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 above referenced date.
- 8.3 More than one Bid received for the same work from an individual, firm or partnership, a Corporation or Association under the same or different names will not be considered. Reasonable grounds for believing that any BIDDERS is interested in more than one Bid for the same work will cause the rejection of all such Bids in which the Bidders is interested. If there are reasonable grounds for believing that collusion exists among the BIDDER, the Bids of participants in such collusion will not be considered.

9. Modification and Withdrawal of Bids:

- 9.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 9.2 If within twenty-four (24) hours after Bids are opened, any BIDDER files a duly signed, written notice with CITY and promptly thereafter demonstrates to the reasonable satisfaction of CITY that there was a material and substantial mistake in the preparation of its Bid, that BIDDER may withdraw its Bid and the Bid security will be returned. Thereafter, that BIDDER will be disqualified from further bidding on the Work to be provided under the Bid Documents.

10. Opening of Bids:

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

11. Bids to Remain Subject to Acceptance:

- 11.1 All bids MAY remain subject to acceptance for ninety (90) days after the day of the Bid opening, but CITY may, in its sole discretion, release any Bid and return any Bid security prior to that date.
- 11.2 Extension of time when Bids shall remain open beyond the original period may be made only by mutual agreement between CITY, the Successful BIDDER, and the surety, if any, for the Successful BIDDER.

INSTRUCTIONS TO BIDDERS

INVITATION TO BID # 033-23; Supply and Delivery of Traffic Calming Devices

12. Award of Contract:

- 12.1 CITY reserves the right to reject any and all Bids, to waive any and all informalities, incompleteness, or irregularities not involving price, time or material changes in the Work, and to negotiate contract terms with the Successful BIDDER, and the right to disregard all nonconforming, nonresponsive, unbalanced, incomplete, irregular, or conditional Bids. Also, CITY reserves the right to reject the Bid of any BIDDER if CITY believes that it would not be in the best interest of the Project to make an award to that BIDDER, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 12.2 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 in accordance with the Contract Documents to CITY's satisfaction within the prescribed time.
- 12.3 The CITY shall not be obligated to any BIDDER to enter into a contract 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 project if and only if the CITY enters into a contract for the project 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. By bidding on this project, all BIDDERS acknowledge and agree that no enforceable contractual relationship arises until the CITY signs the contract, 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.
- 12.4 If the contract is to be awarded, CITY will give the Successful BIDDER a Notice of Award.
- 12.5 Bid prices will be compared after adjusting for differences in the time designated in the Bid for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages indicated for Substantial Completion for each day after the desired date appearing in Article 19 of this Document.

INSTRUCTIONS TO BIDDERS

INVITATION TO BID # 033-23; Supply and Delivery of Traffic Calming Devices

13. Taxes:

The CONTRACTOR shall pay all applicable sales, consumer, use and other similar taxes required by law. The CONTRACTOR is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

14. Insurance Requirements:

All Bond and Insurance requirements are described in a separate document included with this solicitation (if applicable).

15. Equal Employment Opportunity Clause

City of Plantation, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all BIDDERS that it will ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

16. Regulations

Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this Contract.

17. Fiscal Non-Funding Clause

In the event sufficient funds are not budgeted for a new fiscal period, the CITY shall notify the successful BIDDER of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the CITY.

18. Amendment

The awarded BIDDER understands and agrees the contract constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into the Contract.

19. Assignment

The awarded BIDDER shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the CITY except that claims for the money due or to become due the awarded BIDDER from the CITY under this Contract may be assigned to a financial institution or to a trustee in Bankruptcy without such

INSTRUCTIONS TO BIDDERS

INVITATION TO BID # 033-23; Supply and Delivery of Traffic Calming Devices

approval from the CITY. Notice of such transfer or assignment due to Bankruptcy shall be promptly given to the CITY.

20. Cone of Silence:

Once the Solicitation has been issued, a Cone of Silence will be implemented. At that time communication with the CITY is limited to Charles Spencer, Procurement Director (email address: ESpencer@plantation.org). During the solicitation advertising, review and evaluation process no person shall make any private or separate delivery of marketing information concerning any BIDDER to any elected officers of the CITY, members of the CITY staff or members of the Evaluation Committee.

Cone of Silence shall terminate at the time the CITY makes an award to a BIDDERS(S) that becomes final as a result of no procurement protest being filed or takes other action that ends this solicitation.

Any action of a BIDDER in violation of this may be cause for disqualification of the BIDDER.

21. Alternative Products:

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. All deviations from the specifications must be noted in detail by the BIDDER. Any deviation from the specifications as written and accepted by the CITY may be grounds for rejection of the material and/or equipment when delivered.

22. Equal Product:

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 proposing 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.

INSTRUCTIONS TO BIDDERS

INVITATION TO BID # 033-23; Supply and Delivery of Traffic Calming Devices

23. 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

END OF DOCUMENT



EXHIBIT “D”
INSURANCE REQUIREMENTS

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

03-17-2023

DATE

Transportation Solutions & Lighting, Inc.

CONTRACTOR

CITY OF PLANTATION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/08/2023

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 have ADDITIONAL INSURED provisions or 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 INNOVATIVE INSURANCE CONSULTANTS, INC. 5461 UNIVERSITY DRIVE, #103 CORAL SPRINGS, FL 33067 MATTHEW BL FALUSKI 954-340-9551 CONTACT NAME: MATTHEW B. FALUSKI PHONE: 954-340-9551 FAX: 954-340-9456 E-MAIL ADDRESS: MATT@INNOVATIVE-INSURANCE.COM INSURER(S) AFFORDING COVERAGE INSURER A: HUDSON EXCESS INSURANCE CO

COVERAGES

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

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

THE CITY OF PLANTATION IS INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY WHEN REQUIRED BY WRITTEN CONTRACT. GENERAL LIABILITY POLICY INCLUDES A WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED WHERE PERMISSIBLE BY STATE LAW AND WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

PLANT10

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CITY OF PLANTATION 400 N.W. 73RD AVENUE PLANTATION, FL 33317

AUTHORIZED REPRESENTATIVE

Signature of authorized representative



EXHIBIT “E”
RATES

BID FORM

Bidding Company's Name: Transportation Solutions & Lighting, Inc.

Address: 6601 Lyons Road, B4 - Boca Raton, FL 33064

Phone: 800-216-4044

Email: sales@tsandl.us

To furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

SUPPLY AND DELIVERY OF TRAFFIC CALMING DEVICES
ITB No. 033-23
City of Plantation

TO: City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

The Undersigned BIDDER proposes and agrees if this bid is accepted, to enter an agreement with the CITY to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation. This bid will remain open for ninety (90) days after the day of Bid Opening.

- A. BIDDER has examined copies of all the Contract Documents and of the following Addenda:
(if any addenda have been issued)

DATE:

3/22, 23

ADDENDA NUMBER:

No 1

(attached)

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Notice to Contractors and the Instruction to Bidder.

- B. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreements or rules of any group, association, organization or corporation. BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham bid; BIDDER has not solicited or induced any person, firm, or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other BIDDER or over CITY.
- C. BIDDER shall complete the Work for the following price. It is the CITY'S intent to award a contract to the lowest, responsive, and responsible BIDDER.

BID FORM

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>EA.</u>	<u>100</u>	\$849.00	\$84,900.00
<u>2</u>	<u>Speed Cushion 10.5'L x 6'W x 3"H (Flat Surface 72"x42")</u>	<u>EA.</u>	<u>10</u>	\$1,299.00	\$12,990.00
<u>3</u>	<u>Speed Cushion 14'L x 6'W x 3"H (Flat Surface 72"x84")</u>	<u>EA.</u>	<u>4</u>	\$ 1499.00	\$5,996.00

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>EA</u>	<u>50</u>	\$ _ 2995.98 ____	\$ _ 149,799.00 ____
<u>2</u>	<u>Aluminum Pole (3.5" to 4" Diameter x 20'L)</u>	<u>EA</u>	<u>50</u>	\$ _ 489.00 ____	\$ _ 24,450.00 ____
<u>3</u>	<u>Cloud Access-Radar</u>	<u>YEAR</u>	<u>1</u>	\$ _ Included ____	\$ _ Included ____

Note No. 1: Unless otherwise specified, all prices are to be FOB-Destination.

Communications concerning this Bid shall be addressed to the address of BIDDER indicated below.

The undersigned also agrees as follows:

To do any extra work not covered by the foregoing Schedule of Price which may be ordered by the CITY, and to accept as full compensation therefore, such prices may be agreed upon in writing by the CITY and the BIDDER.

SUBMITTED ON March 29th _____ 2023

SIGNATURE OF BIDDER: 

PRINT NAME: Bradford Berner

TITLE (if any): Vice President

ADDRESS: 6601 Lyons Road, Sute B4 - Coconut Creek, FL 33073

Incorporated under the laws of the State of Florida.



EXHIBIT “F”
GENERAL TERMS AND CONDITIONS

INFORMAL COMPETITIVE BID GENERAL TERMS AND CONDITIONS

TEST AND INSPECTION

It shall be the Awardee's responsibility to perform all of the tests and inspections required by this specification, unless otherwise stated in the award. The CITY of Plantation reserves the right to perform any of the tests and inspection requirements where said tests and inspections are needed to further determine compliance with this specification.

QUALITY AND QUALITY CONTROL

A system of test and inspection shall be used to ensure receipt of the quality and quantity of material(s)/service(s) purchased. Material(s)/service(s) will be promptly inspected and any discrepancies from the purchase order and/or the supplier's invoice shall be reported immediately and resolved at no expense to the CITY.

NON-CONFORMANCE:

Any units not conforming to exact specifications may be rejected and it will be the responsibility of the Manufacturer and/or CONTRACTOR to conform with the requirements unless deviations have been specifically cited by the CONTRACTOR and acceptance, by the CITY, made on the basis of the exception. If the materials, supplies or equipment provided does not meet the specification criteria, it will be returned to the vendor at the vendor's expense with no cost or penalty to The CITY whatsoever.

EVALUATION:

The CITY will evaluate the performance of any newly installed equipment or purchased service. If the equipment's performance is unacceptable or the service does not meet The CITY'S requirements, the CONTRACTOR agrees to provide new replacement equipment or make necessary corrections or modifications at no additional cost to the CITY. The acceptability of the proposed corrections or modifications and the decision to allow corrections or modifications to be made lies solely with the CITY.

PATENTS, TRADEMARKS AND COPYRIGHT:

The CONTRACTOR warrants that the equipment/materials furnished and/or services rendered on this order, do not infringe any patent, registered trademark or copyright, and agrees to hold The CITY harmless in the event of any infringement or claim thereof.

COMPLIANCE WITH LAWS AND REGULATIONS:

The CONTRACTOR, by acceptance of an order resulting from this Written Bid, warrants full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend the CITY against any loss, cost, liability or damage by reason of CONTRACTOR'S violation of this paragraph.

WARRANTY

1. It shall be the Awardee's responsibility to submit at the time of shipment the original manufacturer's warranty for the materials supplied. CONTRACTOR shall submit, in writing, a detailed explanation of the procedure(s) that they will follow to accomplish the replacement, with their bid. Replacement shall be finalized within 21 working days of reporting the defect.
2. The CONTRACTOR shall, upon acceptance of the good or service by the City, transfer all manufacturer warranties for the goods and services purchased to the City.
3. The CONTRACTOR warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. In addition, CONTRACTOR warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.
4. The CONTRACTOR warrants against defective or faulty workmanship of CONTRACTOR installed or crafted equipment or materials which appear within one (1) year after final acceptance of the goods and services by the City.

ALTERNATIVE PRODUCTS: 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 CONTRACTOR 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. All deviations from the specifications must be noted in detail by the CONTRACTOR. Any deviation from the specifications as written and accepted by the CITY may be grounds for rejection of the material and/or equipment when delivered.

EQUAL PRODUCT: 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,

INFORMAL COMPETITIVE BID GENERAL TERMS AND CONDITIONS

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.

QUANTITIES: When quantities are estimated they are not to be construed as firm or guaranteed. The CITY reserves the right to increase/decrease the stated estimated as necessary to meet actual requirements.

OSHA: The CONTRACTOR warrants that the product supplied to the CITY of Plantation shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the CONTRACTOR responsible for same (If applicable).

EXCEPTIONS: The intent of this specification is not to eliminate any prospective CONTRACTOR from competing in the bidding process, provided the specification is met or exceeded. Exceptions to the specifications outlined shall be allowed assuming the following criterion: The noted exceptions taken meet or exceed the function, quality, and protective requirements designated by the specification. In addition, each exception shall be identified by section number and thoroughly described in a word document or PDF file and included in the bid package at time of submittal.

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 Petroleum Energy Sector List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement at the option of the CITY

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.

COMPLIANCE UNDER SECTION 119.0701 FLORIDA STATUTES, ON PUBLIC RECORDS

The Contractor hereby certifies that it shall comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

INFORMAL COMPETITIVE BID GENERAL TERMS AND CONDITIONS

E-VERIFY

1) Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Registration Requirement; Termination

Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Plantation. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Plantation; and
- c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting 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. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

PAYMENT

The CITY’S payment terms shall be thirty days (30) from approval by the City of the purchase of the service or equipment.

TAXES

The CITY of Plantation is exempt from Federal Excise Taxes and all sales taxes. The CITY of Plantation tax number is 85-8012646337C-9.

PERMITS

The Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits and licenses, etc. 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 public utility charges or fees to other government agencies, where applicable.

FLORIDA BUSINESS CORPORATION ACT

A Vendor must be authorized to transact business in the State of Florida pursuant to section 607.1501 of the Florida Statutes. Vendor must have or obtain a certificate of authority from the Department of State.

By signing this document, I agree to all of the aforementioned terms and conditions that are applicable to this written informal bid

Authorized Signature:  Date: March 8th, 2023

Print/Type Name: Bradford Berner

Print/Type Company Name: Transportation Solutions & Lighting, Inc.



EXHIBIT “G”
ADDENDUM(S)

OFFICE OF THE MAYOR
Nick Sortal
Mayor

PROCUREMENT DEPARTMENT
Charles Spencer, NIGP-CPP
Director



CITY COUNCIL
Jennifer Andreu, President
Timothy J. Fadgen, President Pro Tem
Erik Anderson
Denise Horland
Louis Reinstien

ADDENDUM NO. 1

ITB No. 033-23

Supply and Delivery of Traffic Calming Devices

DATE OF ADDENDUM: March 22, 2023

TO ALL PROSPECTIVE BIDDERS:

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for ITB No. 033-23.

Questions and Answers

Question No. 1: For the 20' poles. Is the city wanting them to be "direct burial," or are they a pedestal FDOT base?

Response No. 2: The sign post line item shall include all the accessories including the transformer base and conform to FDOT design standards index 700-120 as per the attached sheet

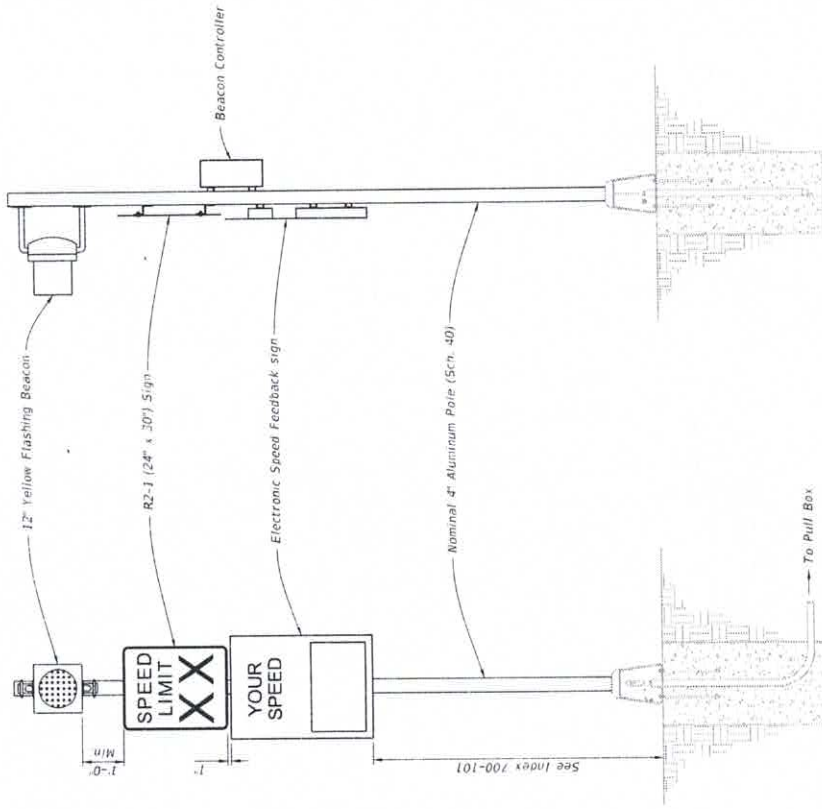
Bids **must** be submitted on or before **April 4th, 2023 11:00 A.M.** Bids must be submitted electronically **ONLY** via the Demand Star website.

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

All other terms, conditions and specifications remain unchanged for ITB No. 033-23.

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

BIDDER'S NAME: Transportation Solutions & Lighting, Inc.



NOTES:

1. Type 46 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.

== FRONT ELEVATION ==

== SIDE ELEVATION ==

ROADSIDE SIGN ASSEMBLY-6

INDEX
700-120

ENHANCED HIGHWAY SIGNING ASSEMBLIES

STANDARD PLANS

FDOT

DESCRIPTION:
REVISION

LAST REVISION
11/01/21

10/11/2022 2:49:02 PM