



## **INVITATION TO BID**

**ITB25-058**

### **CHARLOTTE BURRIE PLAZA & PASSIVE PARK**

**Bid Opening: July 10, 2025 (2:00:00 P.M.)**

**Pre-Bidders Conference: June 11, 2025 (10:00 A.M.)**

**Virtual Zoom Meeting  
For access, go to:**

**<https://pompanobeachfl.gov/pages/meetings>**

## SCHEDULE OF EVENTS

*ITB documents and Addenda(s) are available and can be downloaded for free from the eBid System as a PDF at: <https://pompanobeachfl.ionwave.net>*

<b>ITB NUMBER:</b>	<b>ITB25-058</b>
<b>ITB TITLE:</b>	<b>Charlotte Burrie Plaza &amp; Passive Park</b>
<b>RELEASE DATES/TIME:</b>	<b>June 5, 2025, by 10:00 PM</b>
<b>NON-MANDATORY PRE-BID CONFERENCE</b>	<b>June 11, 2025, by 10:00 AM</b>
<b>WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:</b>	<b>June 30, 2025, at 12:00 PM</b>
<b>ITB RESPONSE DUE DATE/TIME:</b>	<b>July 10, 2025, at 2:00:00 PM</b>
<b>RECOMMENDATION FOR AWARD:</b>	<b>TBD</b>
<b>DIRECT ALL INQUIRIES TO:</b>	<a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a>
<b>E-PROPOSAL SUBMITTALS ONLY:</b>	<a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a>
<b>PROPOSAL VIRTUAL OPENING:</b>	<a href="https://pompanobeachfl.gov/pages/meetings">https://pompanobeachfl.gov/pages/meetings</a>

**\*Dates in this schedule may be amended by the City in its sole discretion, and no rights shall accrue to any Proposer due to such amendment. Proposers may not rely on dates after the Due Date and Time until confirmed by the City. All times listed are Eastern Standard Time (EST)**

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## **SECTION 1 – Introduction and General Information**

- 1.1 **Introduction:** The City of Pompano Beach (the “City”) will receive sealed bids for Invitation to Bid (ITB) **ITB25-058 Charlotte Burrie Plaza & Passive Park**, until **2:00:00 p.m. (local) July 10, 2025**. Bids must be submitted electronically through the eBid System on or before the due date and time as specified herein. Any bid received after the due date and time specified will not be considered. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

This project entails providing all labor, equipment, tools, and materials necessary to develop a new park on a parcel of land adjacent to and to the west of Charlotte Burrie Civic Center. The scope of work includes, but is not limited to, a stage, plaza, play area, gazebo, walking trail, and parking lot. All work or other operations required to fulfill the contract shall be performed in strict accordance with the Contract Documents. Exhibit 1 - Technical Specifications of the Project, and Exhibit 2 - Drawings. **Refer to the attachments tab of the City’s eBid System.**

The bidder must be registered on the City’s eBid System in order to view the solicitation documents and respond to this ITB. The solicitation documents can be downloaded for free from the eBid System as a PDF at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Bidder receives from any source other than the eBid System. The bidder is solely responsible for downloading all required documents. A list of Bidders will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the Zoom link.

- 1.2 **Cone of Silence Notice:** Bidders are hereby notified that this Solicitation is subject to a “Cone of Silence”. A Cone of Silence means a prohibition on any communication regarding any particular competitive solicitation between:
- Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
  - Any member of the City Commission, all other city employees, and any non-employee appointed to evaluate or recommend selection in such procurement process. For purposes of this section, Vendor’s Representative means an employee, partner, officer, or director of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor.

The “cone of silence” shall terminate at the time the City awards or approves a contract, votes to reject all Proposals or responses, or otherwise takes action that ends the solicitation or other procurement process. If the City Commission refers the item back to the City Manager and staff for further review, the cone of silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action that ends the solicitation or other procurement process. If a Cone of Silence is imposed for a competitive solicitation but the solicitation is not issued, the Cone of Silence shall terminate upon a final determination by the Procurement and Contracts Department that the solicitation will not be issued. When a Cone of Silence is terminated, public notice of the termination shall be posted.

- 1.3 **Line Items:** All bid figures **must** be entered into the City’s eBid System Line Items tab.
- 1.4 **NON-MANDATORY PRE-BIDDERS CONFERENCE:** A non-mandatory pre-bid conference will be held on **June 11, 2025, at 10:00 AM** through Zoom meetings and in person at the

Procurement and Contracts Department, 1010 NE 3 Avenue, Pompano Beach, FL 33060. The conference will provide an opportunity to discuss project specifications and address any questions.

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## **SECTION 2 – DEFINITIONS**

The following words, when used in this ITB or other solicitations, shall have the meanings ascribed to them, except where the context indicates a different meaning:

**ADVERTISING (Formal)** -- Giving notice in the official newspaper of the City of Pompano Beach that sealed bids, proposals, or letters of interest will be received at a set time and place.

**ALTERNATES** -- Substitutes offered by vendors that differ materially from the specifications outlined in the procurement solicitation.

**AUTHORIZED PERSONNEL** -- Personnel authorized to enter and/or approve purchase or stock requisitions in the automated procurement system. The Information Technologies Department permits personnel a level of security, and specific account ranges for each user are entered into the computerized system by the General Services Director.

**BID** -- Offer or Proposal submitted by a Proposer in response to any formal bid or solicitation. The terms Bid and Proposal may be used interchangeably throughout the solicitations.

**BIDDERS LIST** -- A current file of vendors who have indicated a desire to supply goods and/or services for City use, and, list of companies that have been notified for a particular solicitation.

**BID CLOSING** -- Time set for termination of accepting bids, i.e., 2:00 PM (Local)

**BLANKET PURCHASE ORDER** -- A specific type of Purchase Order generated by the automated NaviLine system that links expenditure information to the computerized work order system. Blanket purchase orders are issued for a specific “Not to Exceed Amount”, for a certain length of time, to vendors when no specific item(s) can be identified and charged against a budget expenditure account.

**BRAND NAME** -- The name given to a product by the manufacturer by which the product is generally known, i.e., “Milwaukee Tools”.

**CENTRALIZED PURCHASING** -- Purchasing by a single office, agency, or person for each political subdivision of government as required by law.

**CHANGE ORDERS** -- Submitted by using departments/divisions to reflect any change (increase/decrease) to the original commitment on an outstanding Purchase Order.

**CONFIRM PURCHASE ORDER** -- P.Os issued after the fact to cover emergency procurements.

**CONTRACT** -- Means any agreement resulting from the solicitations. Contract and Agreement may be used interchangeably throughout the solicitation’s documents.

**CONFLICT OF INTEREST**--The Relationship of officers or employees of a government agency with vendors is prohibited or established by law.

**COOPERATIVE PURCHASE** -- Combining the needs of several governmental agencies into a single requirement to take advantage of quantity pricing.

**DAYS**—For purposes of this solicitation, the calculation of days shall exclude Saturdays, Sundays, and holidays observed by the City.

**EMERGENCY PURCHASE** -- Defined as a brought about by a sudden unexpected turn of events (i.e.: acts of God, circumstances or causes beyond the control of the agency in the normal conduct of its business) which impacts the health, welfare, injury or loss to the City and which can be rectified only by the immediate purchase of equipment, supplies, materials and/or services. Emergencies exist when there is a threat to the health, welfare, or safety of people and/or property.

**ESCALATION** -- A means of effecting allowable increases in prices of purchases under contract.

**EXTENSION** -- Calculation of total prices from unit prices.

**F.O.B. (Freight on Board)** -- Designates the address or location where freight charges to be paid by the purchaser begin and whether vendor or purchaser is to pay freight charges.

**FIRM PRICING** -- Pricing that will not fluctuate; stable.

**FORMAL BIDS** -- Advertised bids in accordance with City and State laws.

**IDENTICAL BIDS** -- Two (2) or more bids received for the same line item that are exactly equal to price, terms, delivery, etc.

**INVITATION FOR BID (ITB)**-- A Formal bid that must be advertised, where price is the main criterion for awarding a contract.

**INVITATION TO NEGOTIATE (ITN)**—Solicitation method utilized with the intent to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive vendors with which it may negotiate to receive the best value.

**INVOICE** -- Itemized statement of merchandise sold by vendor.

**ISSUE TICKET** -- Method of requesting Central Stores stock on a walk-up basis as opposed to entering a stock requisition.

**LOCAL BUSINESS PROGRAM** -- Local Business Program, established by the City Commission to increase the participation of City of Pompano Beach businesses in the City's procurement process.

**LOWEST RESPONSIVE, RESPONSIBLE BID** -- Lowest bid meeting all requirements of the specification, terms and conditions of the solicitation submitted by a company with the financial capability, resources, judgment, skill, ability, capacity, and integrity necessary to perform the contract according to requirements included in the solicitation.

**NET PRICE** -- Price after all discounts are deducted.

**NON-PROFESSIONAL SERVICES** -- All other service requirements, as opposed to commodity procurements, are not included in the State of Florida's "Professional Services" definition.

**OPEN PURCHASE ORDER** -- Purchase orders are issued to vendors for a specific “Not to Exceed Amount” for a certain length of time when no specific item(s) can be identified and charged against a budget expenditure account.

**PROFESSIONAL SERVICES** -- As defined in Florida State Statute 287.055, Professional architectural, engineering, landscape architectural or registered surveying and mapping services.

**PROJECT TEAM** -- Means the Proposer, Other Team Members, and any subcontractors proposed by a Proposer in response to this solicitation.

**PROPOSER** -- Means the company/firm, corporation, joint venture, partnership, individual, or other legal entity submitting a Proposal to any solicitation. Proposer and Contractor may be used interchangeably throughout the solicitation’s documents.

**PUBLIC RECORD REQUEST FORMS** – To obtain public records, access to the form is on the City’s Website at [http://pompanobeachfl.gov/pages/forms/public\\_request](http://pompanobeachfl.gov/pages/forms/public_request)

**PURCHASE REQUISITION** -- Electronic request to purchase goods and/or services not stocked in the Central Stores warehouse.

**REQUEST FOR LETTERS OF INTEREST (RLI)** -- The solicitation method is used for professional services requirements governed by FSS 287.055, where the contract price can only be negotiated after selecting a prime firm. This type of solicitation must be advertised.

**REQUEST FOR PROPOSALS (RFP)** -- This solicitation method is utilized when the City desires a certain solution to a requirement. It will allow the vendors to propose how best to achieve the desired outcome. Price is a consideration, but is generally only one of several evaluation criteria used. This type of solicitation must be advertised.

**REQUEST FOR QUALIFICATIONS (RFQ)** -- Solicitation method utilized to obtain the statements of qualifications of potential development teams or individuals. Price may or may not be a consideration. If price is a consideration, it is generally only one of several evaluation criteria. This type of solicitation must be advertised.

**RESPONSIBLE BIDDER** – Bidder or Proposer who possesses the financial capability, resources, judgment, skill, ability, capability, and integrity necessary to perform the contract according to requirements included in the solicitation.

**RESPONSIVE BID** – Bidder or Proposer that conforms to all solicitation requirements. i.e., proper signatures, forms executed and included, pricing indicated in appropriate solicitation area, etc.

**SELECTION/EVALUATION COMMITTEE** -- A committee was established to review RFQs, RLIs, and RFP responses.

**SOLE-BRAND PROCUREMENT** -- Due to user requirements, only one brand will meet the city's needs. Competition is possible if multiple vendors can provide the brand.

**SOLE-SOURCE PROCUREMENT** -- Due to user requirements, only one vendor can meet the city's needs. There is no competition available for this item.



**SPECIFICATIONS** -- A statement containing descriptive requirements of goods or services. Specifications may be very broad to allow competition, or may be very narrow if the needs of the City call for this type of specification.

**STATE CONTRACTS** -- Annual term contracts released by the State of Florida General Services Division of Purchasing or any other State of Florida Agency (university, college, etc) which may be utilized at the option of local governmental agencies.

**STOCK REQUISITION** -- Electronic requisition used to purchase items stocked in Central Stores. Generally utilized by using departments/divisions geographically removed from the Central Stores area and entered into the Inventory System from an individual PC.

**VENDOR** -- An individual or company that sells goods or services to someone. The term vendor is used interchangeably with the terms' bidder, proposer, offeror, and contractor.

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### **SECTION 3 - BIDDER'S RESPONSIVENESS AND RESPONSIBILITY**

The award of the ITB shall be to the lowest responsive and lowest responsible Bidder. In determining the lowest responsive and lowest responsible Bidder and that the purchase or contract will best serve the interests of the City, the Commission, the City Manager, or the Procurement and Contracts Director, where applicable, shall consider various factors. These factors include, but are not limited to, price and the following:

- 3.1 Responsiveness: Each bid shall be reviewed in accordance with the conditions provided herein. If a Bidder fails to satisfy these conditions, the city may deem the bid non-responsive and not consider it for further review.
- a. Each Bid must be submitted prior to the deadline provided in the eBid System. Submission will not be accepted outside the eBid System, including but not limited to faxed, emailed, or hand-delivered submissions to the City's Procurement and Contracts Department. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bidders shall contact the Purchasing Agent representative at 954-786-4098 in such a case for special permission.
  - b. Qualification of Bidders form must be completed and uploaded to the Response Attachments tab of the City's eBid System.
- 3.2 **Responsibility Documentation:** To demonstrate the Bidder's responsibility, the Bidder must submit to the City the information provided herein. Submittals requested pursuant to this paragraph are in addition to those required elsewhere.

- a. **Bid Security Bond:** Each bid requires a cashier's check or Bid Bond executed on the prescribed form, payable to the City of Pompano Beach, P.O. Box 1300, Pompano Beach, Florida 33061, in an amount not less than five percent (5%) of the bid amount. Bidder shall upload a copy of its Bid Bond or a copy of the cashier's check to the Response Attachments tab in the eBid System. The Awarded Bidder will be required to submit the original executed Bid Bond or cashier's check prior to the execution of the contract and before the commencement of any work.

The bid bond of the Awarded Bidder will be retained until such Bidder has executed the Contract and furnished (if required) contract security (if provided as a cashier's check or certified check), whereupon the bid security will be returned. If the Awarded Bidder fails to execute and deliver the Contract and furnish the required contract security within ten (10) days after the Notice of Award, the City may annul the Notice of Award, and the bid bond of that Bidder will be forfeited. The bid security bond of other Bidders whom the City believes to have a reasonable chance of receiving the award may be retained by the City until a completed contract has been executed, whereupon bid security furnished by such Bidders will be returned.

If provided, the executed Bid Bond shall be issued by an entity with a registered agent in the State of Florida. The City shall retain this check or bond as liquidated damages should the Bidder refuse or fail to enter into a contract with the City for the execution of the work embraced in the bid if the bid is accepted.

- b. **Prior Project Experience and References:** Bidder must provide the following verifiable information with the bid at the time it is submitted:
- i. Evidence that Bidder was the Prime Contractor on three (3) similar projects completed (final completion) within the last five (5) years. Each project submitted as qualifying experience must be located within the continental United States, have a contract value equal to or greater than the amount specified in this Invitation to Bid (ITB), and must be of similar complexity and scope to the project described in this ITB. Bidder must describe the following:
    - 1) the project and the work completed by Bidder,
    - 2) how the referenced project relates to the ITB, and,
    - 3) the amount paid to the Bidder for the work completed;
  - ii. At least one verifiable contact (client) reference for each project described previously. The bidder must provide the client's name, phone number, and e-mail address for each project. If the Bidder has done work for the City of Pompano Beach, the City may, at its discretion, rely on the City's past performance records or may contact references. The City will only attempt to contact each reference three times.
  - iii. If the Bidder fails to provide the previously described items, or if the City is unable to reach a reference after three (3) attempts, the City may deem the Bidder non-responsible.
  - iv. The City reserves the right, at its sole discretion, to deem a Bidder's response non-responsible and reject it if the references submitted do not conform to the above, or the references are deemed unsatisfactory to the City.
  - v. The Procurement and Contracts Department staff will review and verify all provided references to ensure accuracy and authenticity.
- c. License Requirements - Be able to provide proof of required licensure. (Such licensure must have been obtained prior to the date of Bid Submission.)
- d. Corporations and Partnerships - The City will review the Bidder's business to confirm that it is in good standing with the Florida Department of State, Division of Corporations, based on the information provided in the Qualification of Bidders Form (refer to the attachments tab of the City's eBid System).
- e. Have a satisfactory past and/or current performance record, based on the information gathered by the City regarding Bidder's performance on past or current contracts. The City shall rely on the contractor's periodic performance evaluations and any other reasonable and reliable sources within the City's organization and control from past and present City projects, where applicable.
- f. Have the necessary production capacity, construction, and technical equipment and facilities, or the ability to obtain them.

- g. Provide satisfactory evidence that such elements as production control procedures, property control systems, quality assurance procedures, and safety programs applicable to work to be produced or services to be performed by the Bidder, Suppliers, and Subcontractors are present.
- h. Have the necessary management organization, experience, technical skills, accounting and operational controls, plan, manpower, and financial resources, and be otherwise qualified and eligible to perform the work under applicable laws and regulations.

The City does not consider social, political, or ideological interest in determining the Contractor's responsibility in compliance with Florida Statute 287.05701.

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## **SECTION 4 - AWARD OF SOLICITATION AND RESULTING CONTRACT**

- 4.1 The City reserves the right to reject any and all bids, to waive any and all informalities not involving price, time, and changes in the work, and to negotiate contract terms with the Awarded Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional bids. Also, the City reserves the right to reject the bid of any Bidder if the 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 the City. Therefore, discrepancies between the indicated sum of any column of figures and the correctly tabulated sum of any column will be resolved in favor of the correctly tabulated sum of any column.

The City requires that all bidders submit cost estimates that are consistent with fair market pricing. All bids will be reviewed to ensure that proposed costs align with current industry standards for similar projects. If any submitted bid is found to be substantially higher or lower than what is deemed reasonable by prevailing market conditions. Suppose any submitted bid is found to be substantially higher or lower than what is deemed reasonable by prevailing market conditions. In that case, the City reserves the right to reject the bid in question. Such determinations will consider both the overall project cost and individual line items within the bid. The City may rely on independent evaluations, cost databases, or comparative analyses to establish fair market ranges.

In submitting a bid, each bidder acknowledges and agrees that:

1. Submitted proposed costs reflect competitive pricing within the industry.
  2. Bidder understands and accepts that bids with significantly inflated or deflated costs, relative to fair market standards, may be excluded from consideration without further recourse.
- 4.2 In evaluating bids, the City will consider the bidders' qualifications, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the ITB or prior to the Notice of Award.
- 4.3 The City may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. The City also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.
- 4.4 The City may conduct such investigations as the City deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the work in accordance with the Contract resulting from the ITB to the City's satisfaction within the prescribed time.
- 4.5 **If the Bid is to be awarded, it will be awarded to the lowest responsive and responsible Bidder.**
- 4.6 The Awarded Bidder will receive an automatically generated notice of award from the eBid System or an email notification from the City's Procurement and Contracts Department.

- 4.7 **City reserves the right to postpone the award of the Contract for a period which shall not exceed one hundred twenty (120) days from the Bid unsealing date.** City may, at its sole discretion, release any bid and return the Bid Security prior to that date. City also reserves the right to ask for additional postponement time, for which the Bidder may provide written binding acceptance. An email to the purchasing agent from an authorized agent of the Bidder shall be considered a written, binding acceptance of the postponement time.
- 4.8 The Awarded Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract Documents. All Bid Bonds, Contract Bonds, Insurance Contracts, and Certificates of Insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having its place of business in the State of Florida and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida. **Bid Bonds are required for all Bids; Performance and Payment Bonds are required for projects over two hundred thousand dollars (\$200,00.00). Performance and Payment Bonds must be recorded with Broward County. Insurance is required for all bids.**

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## **SECTION 5 - INSTRUCTIONS TO BIDDERS AND SPECIFIC CONDITIONS**

**5.1 Defined Terms:** Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions. The term “Bidder” means one who submits a bid directly to the City, as distinct from a sub-bidder, who submits a bid to a Bidder. The term “Awarded Bidder” means the lowest, qualified, responsible, and responsive Bidder to whom the City (based on the City’s evaluation as hereinafter provided) makes an award. The term “ITB Documents” includes the ITB, attachments, and all addenda issued prior to receipt of bids. Refers to Section 2 for additional definitions.

### **5.2 Copies of ITB Documents:**

- a. Complete sets of the ITB Documents may be obtained from the City’s website at no charge.
- b. Complete sets of ITB Documents must be used in preparing bids; the City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of ITB Documents.
- c. City, in making copies of ITB Documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

**5.3 Qualifications of Bidders:** To demonstrate qualifications to perform the work and to be considered for the award, each Bidder must submit written evidence, such as previous experience, present commitments, and other such data as may be required in the Qualification of Bidders document available in the “Attachments” tab of the City’s eBid System.

**5.4 Public Entity Crimes:** In accordance with Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**5.5 Drug-Free Workplace:** In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs.

**5.6 Anti-Kickback Act:** The Awarded Bidder must comply with the Copeland “Anti-Kickback Act” (19 U.S.C. Section 874), as supplemented in the United States Department of Labor Regulations DOL 29 CFR, Part 3 (<https://www.ecfr.gov/current/title-29/subtitle-A/part-3> ).

### **5.7 Examination of ITB Documents and Sites:**

- 5.7.1 It is the responsibility of each Bidder before submitting a bid, to:
- a. examine the ITB Documents thoroughly,

- b. visit the site to become familiar with local conditions that may affect costs, progress, performance or furnishing of the work,
  - c. consider Federal, State, and Local Laws and Regulations that may affect the cost, progress, performance, or furnishing of the work,
  - d. study and carefully correlate Bidder's observations with the ITB Documents, and,
  - e. notify the City of all conflicts, errors, or discrepancies in the ITB Documents.
- 5.7.2 Information and data reflected in the ITB Documents concerning or contiguous to the site is based upon information and data furnished to the City by owners of such facilities or others, and the City does not assume responsibility for accuracy or completeness thereof unless it is expressly provided otherwise.
- 5.7.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground facilities, and other physical conditions, and possible changes in the ITB Documents due to differing conditions appearing in the General Conditions section of the ITB.
- 5.7.4 Before submitting a bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data that pertain 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 its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the ITB Documents.
- 5.7.5 On request in advance, the City will provide each Bidder with access to the site to conduct such explorations and tests as each Bidder deems necessary for the submission of a bid. Bidder shall fill all holes, clean up, and restore the site to its former condition, or better, upon completion of such explorations.
- 5.7.6 The lands upon which the work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the work are identified in the ITB Documents. The Contractor will provide all additional lands and access required for temporary construction facilities or storage of materials and equipment. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the City unless otherwise provided in the Contract resulting from the ITB.
- 5.7.7 The electronic submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the ITB Documents, that without exception, the bid is premised upon performing and furnishing the work required by the ITB Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the ITB Documents, and that the ITB Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.



## 5.8 Interpretations and Addenda

- a. All questions must be submitted using the Questions feature in the eBid System. All questions must be submitted by 12:00:00 p.m. at the time specified in IonWave. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect.
- b. If any addendum is issued to the ITB, the addendum will be issued via the eBid System. It shall be the responsibility of each Bidder, prior to submitting its bid, to contact the City's Procurement and Contracts Department at (954) 786 - 4098 to determine if any addendum was issued and to make such addendum a part of its bid. The addendum will be posted in the eBid System.
- c. An addendum may also be issued to modify the ITB as deemed advisable by the City.

**5.9 Contract Time:** The number of days within which, or the dates by which, the work is to be substantially completed and also completed and ready for final payment (the Contract Time) are outlined in the "Attributes" tab of the City's eBid System.

**5.10 Liquidated Damages:** Provisions for liquidated damages, if any, are outlined in the Contract.

**5.11 Indemnification:** All Bidders must enter in the "Line Items" tab of the City's eBid System the amount of consideration required by the Bidder in return for the Bidder's promise of indemnity contained in the General Conditions section of the ITB.

**5.12 Substitute or "Or-Equal" Items:** The Contract, if awarded, shall be on the basis of materials and equipment described in the drawings or specified in the specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Awarded Bidder/Contractor if acceptable to the City, application for such acceptance will not be considered by the City until after the effective date of the Contract.

## 5.13 Subcontractors, Suppliers, and Others.

- a. Each bid must identify the names and addresses of Subcontractors, Suppliers, and other persons and organizations including those who are to furnish the principal items of material and equipment listed in the "Line Items" tab of the City's eBid System. If requested, the apparent lowest Bidder, and any other Bidder so requested, shall within seven (7) days after the ITB opening submit to the City a list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each Subcontractor, Supplier, other persons, or organization if requested by the City. If the City has reasonable objection to any proposed Subcontractor, Supplier, other person, or organization, may before the Notice of Award is given request the apparent lowest Bidder to submit an acceptable substitute without an increase in Bid Price. If the apparent lowest Bidder declines to make any such substitution, the City may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. The declining to make requested substitutions will not constitute grounds

for sacrificing the Bid Security of any Bidder. Any Subcontractor, Supplier, other person, or organization listed and to whom the City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the City subject to revocation of each acceptance after the Effective Date of Contract.

- b. In contracts where the Contract Price is based on the cost of the work plus a fee, the apparent lowest Bidder, prior to the Notice of Award, shall identify in writing to the City those portions of the work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the work with the City's written consent.
- c. No Contractor shall be required to employ any Subcontractor, Supplier, other person, or organization against whom the Contractor has reasonable objection.

#### **5.14 Bidder Acknowledgment (See SECTION 7)**

- a. The Bidder Acknowledgement is included with the ITB.
- b. All requested information on the Bidder Acknowledgement is to be provided electronically using the City's eBid System.
- c. In case of a discrepancy between unit prices and totals, unit prices will prevail.

#### **5.15 Submission of Bids**

- a. Bids shall be submitted electronically using the City's eBid System on or before the due date and time specified herein.
- b. More than one bid received for the same work from an individual, firm partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one bid for the same work will cause the rejection of all such bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the bids of participants in such collusion will not be considered.
- c. Bid tabulations will be posted for the bid in the City's eBid System. Bid results **will not** be read to you over the phone.

#### **5.16 Modification and Withdrawal of Bids**

- a. Bids may be modified or withdrawn at any time prior to the due date and time of the opening of bids by using the "Retract" feature of the City's eBid System.
- b. After bids are opened, and the Awarded Bidder defaults on a City Contract, the Awarded Bidder may be banned from doing business with the City for thirty-six (36) months from the date of default.

#### **5.17 Unsealing of Bids:** A list of Bidders will be read aloud in a public forum. Bidder pricing will be made public only when the tabulation is posted. An abstract of the amounts of the base bids and major alternates (if any) will not be made available to Bidders until the posting of the tabulation.

## **5.18 Bids To Remain Subject To Acceptance**

- a. All bids will remain subject to acceptance for one hundred and twenty (120) days after the day of the bid deadline, but the City may, in its sole discretion, release any bid and return the Bid Security prior to that date.
- b. Extensions of time when bids shall remain open beyond the one hundred and twenty (120) day period may be made only by mutual agreement between the City, the apparent lowest responsive and lowest responsible bidder, and the surety, if any, for the Awarded Bidder.

**5.19 Contract Security:** For projects over two hundred thousand dollars (\$200,000); when the Awarded Bidder delivers the executed Contract to the City, it must be accompanied by the required Performance and Payment Bonds. Performance and Payment bonds must be recorded with Broward County.

**5.20 Execution of Contract:** When the City makes a recommendation to award a vendor a contract to the lowest responsible and responsive bidder, the signed Contract by the vendor will be presented to the commission for approval. Within ten (10) days thereafter, the Contractor shall provide all required documents to the City with the required Bonds. Within fifteen (15) days thereafter, the City shall deliver one fully signed counterpart to the Contractor.

**5.21 Employment Eligibility:** By entering into a resulting contract with the City, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to the utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of the 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 or County Court no later than 20 calendar days after the date of termination. If this awarded contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for 1 year after the date of termination.

**5.22 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.

**5.23 Notice To Contractor:** Pursuant to Chapter 8 CFR 274a.2” (see link) <https://www.govinfo.gov/content/pkg/CFR-2017-title8-vol1/pdf/CFR-2017-title8-vol1-sec274a-2.pdf>, the employment of unauthorized aliens by any Contractor is considered a violation of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Contract.

**5.24 Non-Discrimination:** There shall be no discrimination as to race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the operations conducted under the Contract.

**5.25 Occupational Health and Safety:** In compliance with Section 442, Florida Statutes, any items included in the latest edition of “Florida Substance List”, which are delivered from a Contract

resulting from the ITB, must be accompanied by a Safety Data Sheet (SDS). The SDS must be maintained by the City and must include the following information:

- a. The chemical name and the common name of the toxic substance.
- b. The hazards or other risks in the use of toxic substances, including:
  - i. The potential for fire, explosion, corrosiveness, and reactivity.
  - ii. The known acute and chronic health effects of risks from exposure, including the medical conditions that are generally recognized as being aggravated by exposure to the toxic substance; and
  - iii. The primary routes of entry and symptoms of overexposure.
- c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to toxic substances, including appropriate emergency treatment in case of overexposure.
- d. The emergency procedure for spills, fire disposal, and first aid.
- e. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- f. The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding Section 442, Florida Statutes, should be directed to:

Department of Labor and Employment Security, Division of Safety, 2002 Old St. Augustine Road, Tallahassee, Florida, 32399; telephone: 1-800-367-4378.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION, IN ACCORDANCE WITH OSHA STANDARDS.

Notice: Federal I.D. Number must be referenced on your invoice for us to process payment. Please note I.D. Number on Bid Response page.

- 5.26 Waste Removal Services:** The City has contracted with Coastal Waste & Recycling, Inc., for residential and commercial solid waste collection and disposal services. The City has granted to Coastal Waste & Recycling, Inc., the sole and exclusive right, franchise, license, and privilege to provide non-hazardous solid waste collection, removal, and disposal services within the corporate limits of the City, including collection and removal of certain Construction and Demolition Debris. The Awarded Bidder/Contractor shall coordinate with Coastal Waste & Recycling, Inc., the level and type of service to be provided and the manner of collection charges. Any Contractor or Subcontractor performing construction work within the City of Pompano Beach must use the City's franchised hauler for garbage removal services including removal of Construction and Demolition Debris generated over ten (10) cubic yards, with the exception of Source Separated Recovered Materials as defined in Section 403.703(24), Florida Statutes and Chapter 96 of the City Ordinance. The City's current franchised hauler is Coastal Waste & Recycling, Inc., which may be contacted directly for dumpsters and/or roll-offs at:

Coastal Waste & Recycling, Inc.  
1840 NW 33<sup>rd</sup> Street  
Pompano Beach, FL 33064  
(954) 947-4000

**5.27 Permits and Fees:** The Contractor awarded the project, which is the scope of the ITB, shall be required to obtain and pay for the permits and/or fees indicated on the chart below in the amounts set forth or pursuant to the formula for percent or unit method which is indicated.

Fees cannot be waived and must be collected by the City from the Contractor. Contact the City Department below for additional details regarding the required permit and fee.

FEE OR PERMIT	CITY DEPARTMENT	COST (SET FEE OR PERCENT OF PROJECT AMOUNT)
All construction within the City right-of-way	Engineering	Waived
All utilities tie-ins to City water, sewers, and drainage	Engineering	Waived
Paving	Engineering	Waived
Fire plan review for new construction, additions, and alterations	Building Inspection	See City Code of Ordinances 95.14
Fire alarm and fire sprinkler plan review (new installations)	Fire Plan Review	See City Code of Ordinances 95.14
Fire hydrant flow test	Fire Plan Review	See City Code of Ordinances 95.14
Business Tax Receipt (only if the Contractor has a temporary office in the City of Pompano Beach)	Zoning	See City Code of Ordinances
Site plan review	Zoning	See City Code of Ordinances
Rezoning	Zoning	See City Code of Ordinances
Variance	Zoning	See City Code of Ordinances
Tree Permit application fee	Zoning	See Zoning Code/City Code of Ordinances
Landscape reinspection fee	Zoning	See Zoning Code/City Code of Ordinances
Capital recovery fees	Customer Service	See City Code of Ordinances 50.13 and 51.11
Tapping fee	Customer Service	See City Code of Ordinances
Deposits (water bill)	Customer Service	Deposit based upon size of meter (only applies if Contractor responsible for water bills during period between meter installation and City acceptance of project.)
Administrative fee	Customer Service	See City Code of Ordinances
Building permit	Building Inspection	See Bldg. Fee Schedule/City Code of Ordinances
Building Reinspection fee	Building Inspection	See Bldg. Fee Schedule/City Code of Ordinances
Certificate of occupancy	Building Inspection	See Bldg. Fee Schedule/City Code of Ordinances
Lien law	Building Inspection	\$5.00
Surcharge Bro. Co. Bd. of Rules & Appeals	Building Inspection	\$0.60 per \$1,000 valuation
Surcharge Fla. Statute 553.721	Building Inspection	1.5% of permit fees, minimum \$2.00
Surcharge Fla. Statute 468.631	Building Inspection	1.5% of permit fees, minimum \$2.00

## 5.28 Project Web Requirements

5.28.1 This project will utilize e-Builder Enterprise™, a web-based project management tool. This web-based application is a collaboration tool that will allow all project team members

continuous access through the Internet to important project data and up-to-the-minute decision and approval status information.

5.28.2 e-Builder Enterprise™ is a comprehensive Project and Program Management system that the City will use to manage all project documents, communications, and costs between the Lead Consultant, Sub-Consultants, Design Consultants, Contractor, and Owner. e-Builder Enterprise™ includes extensive reporting capabilities to facilitate detailed project reporting in a web-based environment that is accessible to all parties and easy to use. Training will be provided for all Consultants selected to offer services to the City of Pompano Beach.

5.28.3 Lead and Sub-Consultants shall conduct project controls outlined by the Owner, Project Manager, and/or Construction Manager, utilizing e-Builder Enterprise™. **The City shall provide the designated web-based application license(s) to the Prime Consultant and awarded Contractor at no cost.** No additional software will be required.

5.28.4 Lead Consultant and Sub-Consultants shall be responsible for logging in to the project website on a daily basis and, as necessary, being kept fully apprised of project developments and required action items. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Correspondence, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Change Directives, Potential Change Orders, Change Order Requests, Change Orders and the like. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, material safety data sheets, Substitution Requests and the like will be submitted in digital format via e-Builder Enterprise™.

5.29 **Conflict of Interest:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of City employees acting in a private capacity to rent, lease, or sell any realty, goods, or services to the City. It also places restrictions on the City employees concerning outside employment or contractual relationships with any business entity that is doing business with the City. Each Proposer is to disclose any employees it has who are also City employees with its bid. Any employees identified by the Proposer should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

5.30 **Protesting of Bid Conditions/Specifications:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after the electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Fridays, Saturdays, Sundays, state holidays, or days during which the City administration is closed shall be excluded from the computation of the 72 hours. If the tenth calendar day falls on a Friday, Saturday, Sunday, state holiday or day during which the City administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Friday, Saturday, Sunday, state holiday or day during which the City administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that “The formal written protest shall state with particularity the

facts and law upon which the protest is based.” Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by the General Services Procedures Manual shall be filed at the office of the Director, Procurement and Contracts, 1190 NE 3 Avenue, Pompano Beach, FL 33060.

- 5.31 **Posting of Bid Recommendations / Tabulations:** ITB Recommendations and Tabulations will be posted on <http://www.pompanobeachfl.ionwave.net> on the SCHEDULE OF EVENTS and will remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted in Procurement and Contracts and/or at <http://www.pompanobeachfl.ionwave.net>. In the event the date and time of the posting of ITB Recommendations/Tabulations are changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Fridays, Saturdays, Sundays, state holidays, and days during which the City administration is closed shall be excluded from the computation of the 72 hours. If the tenth calendar day falls on a Friday, Saturday, Sunday, state holiday, or day during which the City administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Friday, Saturday or Sunday, state holiday or days during which the City administration is closed. No submissions made after the Bid opening, amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that “The formal written protest shall state with particularity the facts and law upon which the protest is based”. Any person who files an action protesting an intended decision shall physically deliver and post with the City, at the time of filing the formal written protest, an original bid protest bond, payable to the City, in an amount equal to one percent (1%) of City’s estimate of the total volume of the contract. The City shall provide the estimated contract amount to the Proposer within 72 hours, excluding Fridays, Saturdays, Sundays, and other days during which the City administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bid protest bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bid protest bond, the City may accept a cashier's check, official bank check, or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the City prevails, the City shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bid protest bond shall be returned. If the protester prevails, then the protester shall recover from the City all costs and charges by the City. Payment options can be made by electronic check (e-check), Visa, MasterCard, or use of an established escrow account code.

## **SECTION 6 - LOCAL BUSINESS PROGRAM**

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a program to increase the participation of City businesses in the City's procurement process.

For purposes of this solicitation, “Local” will be defined as follows:

1. **TIER 1 LOCAL VENDOR. POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS.** A business entity that has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent (10%) who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendor Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the City. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of the current solicitation.
2. **TIER 2 LOCAL VENDOR. BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS.** A business entity, which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least fifteen percent (15%) who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendor Subcontractors for at least twenty percent (20%) of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a solicitation.
3. **LOCAL VENDOR SUBCONTRACTOR. POMPANO BEACH BUSINESS.** A business entity, which has maintained a permanent place of business within the city limits of the City of Pompano Beach. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a solicitation.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website and locate local firms that are available to perform the work required by the ITB specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: [www.pompanobeachfl.gov](http://www.pompanobeachfl.gov) by selecting the Pompano Beach Business Directory in the section “Shop Pompano!”.

The City of Pompano Beach is strongly committed to ensuring the participation of City Businesses as Contractors and Subcontractors for the procurement of goods and services, including labor,



materials, and equipment. Bidders are required to participate in the City of Pompano Beach's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A) listing the local businesses that will be used on the Contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the Contract.

For a list of certified minority businesses with the State of Florida please see the following link:  
[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/office\\_of\\_supplier\\_development\\_osd/certified\\_vendor\\_reports](https://www.dms.myflorida.com/business_operations/state_purchasing/office_of_supplier_development_osd/certified_vendor_reports)

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the Contract, the Prime Contractor/Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Attachment C), listing firms that were contacted but not available, and the Good Faith Effort Report (Attachment D), describing the efforts made to include local business participation in the Contract. This documentation shall be provided to the City Commission for acceptance.

The Awarded Bidder/Contractor will be required to submit "Local Business Subcontractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in the ITB document.

Failure to meet Local Vendor Goal commitments will result in an "unsatisfactory" compliance rating. Unsatisfactory ratings may impact the award of future projects if a sanction is imposed by the City Commission.

The City shall award a Local Vendor preference based upon vendors, Contractors, or Subcontractors who are local with a preference as follows:

1. For bid evaluation purposes, Tier 1 businesses, as defined by this subsection, shall be granted a preference in the amount of five percent (5%) of any bid. If the Tier 1 business submits a second bid that is at least one percent (1%) lower than that lowest responsive bid, then the award will go to the Tier 1 business. If not, the award will be made to the business that submits the lowest responsive bid. If the lowest responsive and responsible Bidder is also a Tier 1 business, the award will be made to that business, and no other Bidders will be given an opportunity to submit additional bids as described herein.
2. For bid evaluation purposes, Tier 2 businesses, as defined by this subsection, shall be granted a preference in the amount of two and one-half percent (2-1/2 %) of any bid or any proposal score. If the Tier 2 business submits a second bid, which is at least one percent lower than that lowest responsive bid, then the award will go to the Tier 2 business. If not, the award will be made to the business that submits the lowest responsive bid. If the lowest responsive and responsible Bidder is also a Tier 1 business, the award will be made to that business and no other Bidders will be given an opportunity to submit additional bids as described herein.
3. If there is a Tier 1 business and/or Tier 2 business participating in the same ITB and all businesses qualify to submit a second bid as previously detailed, the Tier 1 business will be given the first option, and the Tier 2 business will be given the second option. If the Tier 1 business is not the lowest bid received by at least one percent (1%), then an opportunity will be given to the Tier 2 business. If the Tier 2 business is not the lowest bid by at least one percent

(1%), then the bid will be awarded to the lowest Bidder regardless of the geographic location of the business.

4. The awarded Bidder/Contractor is responsible for complying with all Tier 1 & 2 guidelines and ensuring that all requirements are met before executing a Contract.

**The required goal for this ITB is ten percent (10%) for Local Vendor participation.**

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## **SECTION 7 - BIDDER ACKNOWLEDGEMENT**

- 7.1 The Bidder submits and agrees, if its bid is accepted, to enter into a Contract with the City in the form included in the ITB to perform and furnish all work as specified or indicated in the Sample Contract Documents for the Contract Price and within the Contract Time indicated in this bid and in accordance with the other terms and conditions of the Sample Contract resulting from the ITB.
- 7.2 Bidder accepts all of the terms and conditions of the ITB Documents, including, without limitation, those dealing with the disposition of Bid Security and the Sample Contract. The bid will remain subject to acceptance for one hundred twenty (120) days after the Bid unsealing. Bidder will sign and submit the Contract with the bonds and other documents required by Bidding Requirements within ten (10) days after the City's Notice of Award date.
- 7.3 In submitting its bid, Bidder represents, as more fully set forth in the Contract, that:
- a. Bidder has examined copies of all the ITB documents and the addendum/addenda.
  - b. Bidder has familiarized itself with the nature and extent of the ITB Documents, work, site, locality, and all local conditions, laws, and regulations that may affect the cost, progress, performance, or furnishing of the work in any manner.
  - c. Bidder has studied carefully all reports and drawings of physical conditions that are identified in the ITB.
  - d. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies [in addition to or to supplement those referred to in (c) above], which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work as Bidder considers necessary for the performance or furnishing of the work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the ITB Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
  - e. Bidder has reviewed and checked all information and data shown or indicated on the ITB Documents with respect to existing site conditions and assumes responsibility for such. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said site area or will be required by Bidder in order to perform and furnish the work at work Contract Price, within the Contract Time and in accordance with other terms and conditions of the ITB Documents.
  - f. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the ITB Documents.
  - g. Bidder has given City written notice of all conflicts, errors or discrepancies that it has discovered in the ITB Documents and the written resolution thereof by the City is acceptable to Bidder.
  - h. This bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, 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 corporation to refrain from Bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

- 7.4 Bidder agrees that the construction of the Project will be substantially complete within \_\_\_\_ calendar days after the date when the Contract Time commences to run as provided in the General Conditions of the ITB document and completed and ready for final payment within \_\_\_\_ calendar days after the date when the Contract Time commences to run.
- 7.5 Bidder accepts the provisions of the Contract as per liquidated damages in the event of failure to complete the work on time.
- 7.6 Bidder agrees that all Federal, State, and Local sales and use taxes are included in the stated Bid Prices for the work.
- 7.7 Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the unit prices herein (if applicable) represent a true measure of the labor, materials, equipment and any other incidentals required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.
- 7.8 The Bid Line-Item pricing includes all the necessary excavation, backfill, grading, restoration, and removal of materials dependent upon the construction of the work, complete in place, and the disposal of all excess materials, and the final cleaning up of the work.
- 7.9 At the preconstruction conference, the Bidder shall submit a complete, detailed schedule of shop drawing submittals, which will show lead time for the following:
- Date of planned submittal.
  - Date of anticipated receipt of review (usually three weeks after submittal).
  - Delivery lead time.
  - Anticipated installation date.

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## **SECTION 8 – INSURANCE**

The insurance described herein reflects the requirements deemed necessary for this contract by the City. The contractor is responsible for delivering to the City for timely review and written approval/disapproval Certificates of Insurance, which evidence that all insurance required hereunder is in full force and effect and which name the city as an additional insured on a primary basis on all such coverage.

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions have been received and approved in writing by the City's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to the City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible for delivering to the CITY for timely review and written approval/disapproval Certificates of Insurance, which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. Such policy or policies shall be issued by United States Treasury-approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.

Throughout the term of the agreement/contract, the City, by and through its Risk Manager, reserves the right to review, modify, reject, or accept any insurance policies required by the agreement/contract, including limits, coverages, or endorsements. The City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as the City's review or acceptance of insurance maintained by the Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by the Contractor under the agreement/contract. Throughout the agreement/contract term, the Contractor and all subcontractors or other agents hereunder shall, at its sole expense, maintain in full force and effect the following insurance coverages and limits described herein, including endorsements.

- A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company/firm (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. No exemption will be considered. The contractor further agrees to be responsible for the employment, control, and conduct of its employees and any injury sustained by such employees during their employment.
- B. Liability Insurance
  - 1. Naming the City of Pompano Beach as an additional insured as the City's interests may appear, on General Liability Insurance only, relative to claims arising from the Contractor's negligent acts or omissions in connection with the Contractor's performance under this agreement/contract.
  - 2. Such liability insurance shall include the following checked types of insurance and indicated minimum policy limits:

### **TYPE OF INSURANCE LIMITS OF LIABILITY**

#### **GENERAL LIABILITY:**

Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

\* Policy to be written on a Claims incurred basis

XX           comprehensive form bodily injury and property damage

XX premises - operations bodily injury and property damage  
XX explosion & collapse  
XX hazard  
XX underground hazard  
XX products/completed bodily injury and property damage combined  
XX operations hazard  
XX contractual insurance bodily injury and property damage combined  
XX broad form property damage, bodily injury, and property damage combined  
XX independent contractor's personal injury  
XX personal injury  
\_\_\_\_ sexual abuse/molestation  
\_\_\_\_ liquor legal liability

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**AUTOMOBILE LIABILITY:**

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per aggregate  
XX comprehensive form  
XX owned  
XX hired  
XX non-owned

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**Please note that Florida Statutes Section 255.05 requires contractors who enter into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000.**

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**REAL & PERSONAL PROPERTY:**

\_\_\_\_ Comprehensive form  
Agent must show proof they have this coverage.

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**EXCESS LIABILITY:**

Minimum \$5,000,000 Per Occurrence and \$5,000,000 Per Aggregate  
XX other than umbrella bodily injury and property damage combined

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**ENVIRONMENTAL / POLLUTION LIABILITY:** Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

\* Policy to be written on a Claims incurred basis

XX environmental/pollution liability

**CONTRACTOR is required to provide Environmental/Pollution Liability for damage(s) caused by hazardous waste material.**

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**PROFESSIONAL LIABILITY:**

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

\* Policy to be written on a Claims incurred basis

professional liability

**CONTRACTOR is required to provide Professional Liability if engineering and design are used.**

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**CYBER LIABILITY:**

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

\* Policy to be written on a Claims incurred basis

- \_\_\_\_ Network Security / Privacy Liability
- \_\_\_\_ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
- \_\_\_\_ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology-related services and or products)
- \_\_\_\_ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

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**CRIME LIABILITY:**

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

\* Policy to be written on a Claims incurred basis

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3. If Professional Liability insurance is required, the Contractor agrees the indemnification and hold harmless provisions of the agreement/contract shall survive the termination or expiration of the agreement/contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.
- C. **Employer's Liability:** The contractor and all subcontractors shall, for the benefit of its employees, provide, carry, maintain, and pay for the Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee and Five Hundred Thousand Dollars (\$500,000) per aggregate.
- D. **Policies:** Whenever, under the provisions of the agreement/contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:
- i. Certificates of Insurance evidencing the required coverage;
  - ii. Names and addresses of companies providing coverage
  - iii. Effective and expiration dates of policies; and
  - iv. A provision in all policies affording City thirty (30) days written notice by a Carrier of any cancellation or material change in any policy.
- E. **Insurance Cancellation or Modification:** Should any required insurance policies be canceled before the expiration date or modified or substantially modified, the issuing company/firm shall provide thirty (30) days' written notice to the City.
- F. **Waiver of Subrogation:** The contractor hereby waives any and all rights of subrogation against the City, its officers, employees, and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement/contract to waive subrogation without an endorsement, then the contractor shall 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 requirement shall not apply to any policy that includes a condition to the policy not specifically prohibiting such an endorsement or voids coverage should the Contractor enter into such agreement/contract on a pre-loss basis.
- G. The Contractor shall furnish to the City the certification or proof of insurance required by the provisions set forth above within ten (10) days after notification of the award of the agreement/contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.
- H. Builder's Risk insurance is required.

**SECTION 9 – ITB ATTRIBUTES (this is a TAB in the eBid system, IonWave). PROVIDE THIS INFORMATION ELECTRONICALLY.**

**This TAB includes the following Attributes:**

- Project Completion
- Bidder Acknowledgement
- Terms & Conditions
- Acknowledgement of Addenda
- Conflict of Interest
- Drug-Free Workplace

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**SECTION 10** – **EXHIBITS & ATTACHMENTS** (attachment TAB in the eBid system, IonWave)

- EXHIBIT 1 - Project Specifications
- EXHIBIT 2 - Drawings
- ATTACHMENT A - Local Business
- ATTACHMENT B - Local Business
- ATTACHMENT C - Local Business
- ATTACHMENT D - Local Business
- ATTACHMENT F - Contractor Performance Report
- ATTACHMENT G - Construction Agreement (draft) and General Conditions
- ATTACHMENT H - W-9 (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- ATTACHMENT J - Bid Security Bond Form
- ATTACHMENT K - References

**END OF THE INVITATION TO BID**