



Florida's Warmest Welcome

**INVITATION TO BID
ITB26-032 - Ultimate Sports Park**

Bid Opening: May 7, 2026 (2:00:00 P.M.)

Pre-Bidders Conference: April 15, 2026 (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>

ITB NUMBER:	ITB26-032
ITB TITLE:	Ultimate Sports Park
RELEASE DATES/TIME:	April 6, 2026, by 12:00 PM
NON-MANDATORY PRE-BID CONFERENCE (virtual Zoom meeting)	April 15, 2026, by 10:00 AM
WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:	April 27, 2026, at 5:00 PM
ITB RESPONSE DUE DATE/TIME:	May 7, 2026, at 2:00:00 PM
RECOMMENDATION FOR AWARD:	TBD
DIRECT ALL INQUIRIES TO:	https://pompanobeachfl.ionwave.net
E-BID SUBMITTALS ONLY:	https://pompanobeachfl.ionwave.net
BID VIRTUAL OPENING:	https://pompanobeachfl.gov/pages/meetings

***The City may amend dates in this schedule in its sole discretion, and no rights shall accrue to any Bid 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 Time (ET)**

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SECTION 1 – Introduction and General Information

- 1.1 **Introduction:** The City of Pompano Beach (“City”) will receive sealed electronic bids for **ITB26-032 – Ultimate Sports Park** until 2:00 p.m. (local time) on **May 7, 2026**, via the City’s eBid System. Bids submitted after the specified deadline will not be considered.

In the event of any ambiguity or dispute regarding the time of receipt, such uncertainty shall be resolved in favor of the City and against the Bidder.

- 1.2 **Scope of Work:** The project is located at 212 NW 16th Street, Pompano Beach, FL 33060. This project entails providing all labor, equipment, tools, and materials necessary to construct a new multipurpose natural grass sports field and a 2500 SF, 2-story concession building with bathrooms, storage, bleachers & canopy, a second-floor press box, and other track and field amenities. The scope of work includes, but is not limited to, sitework, drainage, foundation, concrete structure, mechanical, plumbing, electrical, shade structure, landscape, irrigation, fencing, parking, site lighting, and Poured-in-Place (PIP) track and sports lighting.

All work shall be performed in accordance with the approved plans, specifications, supplementary conditions, and applicable local, state, and federal regulations. The Contractor shall be responsible for providing all labor, materials, equipment, tools, transportation, and incidentals necessary to complete the project professionally.

The Contractor shall also be responsible for maintaining site safety, minimizing public disruption, and ensuring environmental compliance throughout construction.

- 1.3 Prospective Bidders must be duly registered in the City’s eBid System to access solicitation documents and submit responses to this Invitation to Bid (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.

- 1.4 **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 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.

- 1.5 **Line Items:** All bid figures **must** be entered into the City's eBid System Line Items tab.
- 1.6 **NON-MANDATORY PRE-BIDDERS CONFERENCE:** A non-mandatory pre-bid conference will be held virtually through a Zoom meeting on **April 15, 2026, at 10:00 AM**. For access, go to <https://pompanobeachfl.gov/pages/meetings>. Attendance is strongly encouraged for all prospective bidders, but it is not mandatory for submitting bids.

It is the responsibility of each Bidder, before submitting a bid, to visit the site to become familiar with local conditions that may affect costs, progress, performance, or the furnishing of the work. The pre-bidders conference will provide an opportunity to discuss project specifications and address any questions.

SECTION 2 - BIDDER'S RESPONSIVENESS AND RESPONSIBILITY

The contract will be awarded to the lowest responsive and 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:

2.1 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. In the event of any ambiguity or dispute regarding the time of receipt of a bid, such uncertainty shall be resolved in favor of the issuing authority and to the detriment of the Bidder. Bidders shall contact the Purchasing Agent, Eric Seifer, at 954-786-4166, or eric.seifer@copbfl.com 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 (see **Attachment F**)

2.2 Responsibility Documentation: To demonstrate the Bidder's responsibility, the Bidder must submit the information provided herein to the City. 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 of 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 (see **Attachment J**).

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. Suppose 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. In that case, 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. If the bid is accepted, 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 to execute the work embraced in the bid.

- b. **Bonding Capacity:** The Proposer must include a letter from a qualified Surety company, licensed to do business in the State of Florida, confirming the Proposer's bonding capacity and financial reliability to perform the scope of work for this Project. The letter must be issued on the Surety company's letterhead, signed by an authorized representative.
- c. **Prior Project Experience and References:** Bidder must provide the following verifiable information with the bid at the time it is submitted (see **Attachment K**):
 - i. Evidence that the Bidder successfully completed at least three (3) projects within the past ten (10) years of similar scope, magnitude, and complexity to the project described in this ITB. The bidder must describe the following:
 - 1) the project and the work completed by Bidder,
 - 2) how the referenced project relates to the ITB,
 - 3) the amount paid to the Bidder for the work completed, and,
 - 4) Date Similar scope was 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 Bidder's response non-responsible and reject it if the references submitted do not conform to the above or are considered unsatisfactory to the City.
 - v. The Procurement and Contracts Department staff will review and verify all references provided to ensure accuracy and authenticity.
- d. **License Requirements**—When submitting a bid, Bidders must possess and provide proof of an active General Contractor license issued by the State of Florida (such licensure must have been obtained prior to the date of Bid Submission). Failure to demonstrate such licensure will result in the disqualification of the bid.
- e. **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).
- f. 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.

- g.** Have the necessary production capacity, construction, and technical equipment and facilities, or the ability to obtain them.
- h.** 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.
- i.** 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.
- j.** A construction schedule demonstrating the bidder's ability to accomplish the work within the contract time, including major project tasks, durations, and who will complete (bidder or name of subcontractor).
- k.** **Company Litigation and Dispute History:** Bidders must submit a statement detailing any legal proceedings, claims, arbitrations, or civil actions involving the company, its parent company, subsidiaries, and key personnel. This includes, but is not limited to, all cases over the past five (5) years related to construction, contracts, or business operations. The bidder must provide the following information in a separate, clearly labeled letter and attach it as part of the Responses Attachments Tab in IonWave:

 - Name of the case (e.g., litigation, arbitration, civil action) and the case identification number.
 - The jurisdiction (state and county) where the case was filed.
 - A summary of the claim or dispute.
 - The final resolution or current status of the case (e.g., pending, settled, judgment awarded, dismissed).

If the bidder has no litigation history to report, they must submit a letter on company letterhead stating such. This letter must be signed and certified by an authorized company representative, affirming the accuracy and completeness of the statement.
- l.** The City does not consider social, political, or ideological interest in determining the Contractor's responsibility in compliance with Florida Statute 287.05701.

2.3. Completeness and Non-Responsiveness

Notwithstanding that certain attributes referenced in the Attributes TAB in IonWave may be addressed in attachments, it is required that all sections of the Bid Document, including every form, attributes, and all requested information, be fully completed and submitted. Incomplete bids, partial responses, or missing attachments may be deemed the bid as non-responsive.

SECTION 3 - AWARD OF SOLICITATION AND RESULTING CONTRACT

3.1 The contract will be awarded to the lowest responsive and responsible bidder.

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 consistent with fair market pricing. All bids will be reviewed to ensure that proposed costs align with current industry standards for similar projects. Suppose any submitted bid is 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 considered reasonable by prevailing market conditions. In that case, the City reserves the right to reject the bid. 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.

3.2 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 before the Notice of Award.

3.3 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 may also consider operating costs, maintenance requirements, performance data, and guarantees for major items of materials and equipment proposed for incorporation into the work, when such data must be submitted before the Notice of Award.

3.4 Procurement and Contracts Department, may conduct 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.

- 3.5 If the Bid is to be awarded, it will be awarded to the lowest responsive and responsible Bidder. 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.
- 3.6 **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 a written binding acceptance. An email from an authorized agent of the Bidder to the purchasing agent shall be considered a written, binding acceptance of the postponement period.
- 3.7 The Awarded Bidder shall furnish all necessary additional bonds to ensure the faithful performance of the Contract Documents. All Bid Bonds, Performance Bonds, Payment Bonds, Insurance Contracts, and Certificates of Insurance must be executed or countersigned by a licensed resident agent of the surety or insurance company, with a principal place of business in the State of Florida, and must fully comply with the insurance laws of the State of Florida. The insurance company must be duly licensed and authorized to conduct business within the State of Florida.

Bid Bonds shall be required for all bid submissions. In accordance with Section 255.05, Florida Statutes, Performance and Payment Bonds shall be required for all public construction contracts exceeding two hundred thousand dollars (\$200,000.00). These bonds must be recorded in the public records of Broward County prior to contract award.

Insurance coverage is required for all bids and must comply with applicable provisions of Chapter 624, Florida Statutes, governing insurance contracts and agents.

Should the Awarded Bidder fail to execute the Contract, furnish the required bonds, or meet any other conditions necessary for contract execution within the time specified, the Bid Bond shall be forfeited to the City as liquidated damages, not as a penalty, pursuant to the terms of the solicitation. This forfeiture shall serve to compensate the City for administrative costs and delays resulting from Bidder's non-performance. Additionally, failure to perform in accordance with the terms of the Contract may result in forfeiture of the Performance and/or Payment Bonds, subject to the terms and conditions of said bonds and applicable law under Section 255.05, Florida Statutes.

SECTION 4 - INSTRUCTIONS TO BIDDERS AND SPECIFIC CONDITIONS

- 4.1 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.
- 4.2 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 to obtain bids on the work and does not confer a license or grant for any other use.
- 4.3 Qualifications of Bidders:** To demonstrate qualifications to perform the work and to be considered for the award, each bidder must submit the **Attachment F Bidders Qualification Statement**. This form is used to verify the bidder’s ability to undertake a project. The information helps the City to assess eligibility, reliability, and risk, ensuring bidders have the resources, certifications, and track record to perform the work on time and within budget. **Attachment F** is available in the “Attachments” tab of the City’s eBid System (see **IonWave Attachments and Response Attachments tabs**)
- 4.4 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.
- 4.5 Drug-Free Workplace:** In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs.
- 4.6 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>).
- 4.7 Examination of ITB Documents and Sites:**
- 4.7.1 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.
- 4.7.2 Information and data reflected in the ITB Documents concerning or contiguous to the site are 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.
- 4.7.3 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.
- 4.7.4 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 further 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.
- 4.7.5 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.
- 4.7.6 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.
- 4.7.7 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 demonstrate and convey understanding of all terms and conditions for performance and furnishing of the work.

4.8 Interpretations and Addenda

- a. All questions must be submitted using the Questions feature in the eBid System. All questions must be submitted by 5:00:00 P.M. on the date 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, before submitting its bid, to contact the Purchasing Agent, Eric Seifer at (954) 786 – 4098, or eric.seifer@copbfl.com, 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.

4.9 Contract Time: The number of calendar days within which, or the dates by which, the work is to be substantially completed, and final completed and ready for final payment (the Contract Time). The contract terms will be finalized and specified separately for each project. Bidders are advised that contractual requirements, scope, and obligations may vary depending on the specific project and will be detailed in the individual contract agreements issued upon award.

4.10 Liquidated Damages: Provisions for liquidated damages, if any, are outlined in the General Conditions of the Contract (see **Attachments Tab in IonWave**).

4.11 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.

4.12 Substitute or “Or-Equal” Items: The Contract, if awarded, shall be based on 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 the 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.

4.13 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 a 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. Suppose the City has a reasonable objection to any proposed Subcontractor, Supplier, other person, or organization. In that case, it may, before the Notice of Award is given, request the apparently 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 decline 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 a written objection before giving 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 a reasonable objection.

4.14 Bidder Acknowledgment (See SECTION 7)

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

4.15 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 following the procedures and guidelines of the Procurement and Contracts Department Procedures Manual.
- d. All procurement activities must be conducted per the guidelines and procedures outlined in the Procurement and Contracts Department Procedures Manual. These standards ensure transparency, accountability, and alignment with organizational and regulatory expectations.

4.16 Modification and Withdrawal of Bids

- a. Bids may be modified or withdrawn at any time before 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 default date.

4.17 Unsealing of Bids: All sealed bids received by the deadline stated in this ITB shall be publicly opened and read aloud at the date, time, and location specified herein. In accordance with Florida Statute §255.0518, the bid opening shall be conducted during a public meeting compliant with the Florida Sunshine Law (F.S. 286.011). The name of each bidder and the price submitted shall be announced and recorded. Bid tabulations will be made available upon request.

Subsequently, the Recommendation Tabulation, reflecting the City's intended award decision, will be posted in accordance with the City's procurement procedures and applicable laws.

The results announced following the public bid opening are preliminary in nature and do not constitute a final award or approval. All bids are subject to further evaluation by the City's Procurement and Contracts Department to determine **responsiveness** and **responsibility** in accordance with applicable procurement regulations, including **Chapter 287, Florida Statutes**, and relevant City ordinances.

The City reserves the right to accept or reject any or all bids, to waive informalities and minor irregularities, and to award the contract in the best interest of the organization. Final award decisions will be made based on a fair, competitive, and transparent evaluation process, consistent with the principles outlined in **Section 287.057, Florida Statutes**, governing the procurement of commodities and contractual services.

The City reserves the right, at its sole discretion, to extend or modify the opening date and time for bids and any other activities related to the solicitation process. This includes, but is not limited to, submission deadlines, site visits, pre-bid conferences, and clarification or question-and-answer periods.

- a. Any such extensions or modifications will be communicated promptly to all registered or interested Bidders via the City's eBid System or other official communication channels. All changes shall apply uniformly to all respondents to ensure fairness and transparency.
- b. The City shall determine, as necessary, the appropriate duration of any extension to allow Bidders sufficient time to prepare their responses adequately and objectively. It is the sole responsibility of each Bidder to monitor official communications for updates or changes to the solicitation schedule.

4.18 Bids to Remain Subject to Acceptance

- a. All bids will remain subject to acceptance for one hundred twenty (120) days after 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.

- 4.19 Contract Security:** For contracts exceeding **two hundred thousand dollars (\$200,000.00)**, both Performance Bonds and Payment Bonds shall be mandatory and must be recorded with Broward County prior to contract award. Insurance coverage is required for all bids, regardless of contract value.
- 4.20 Execution of Contract:** When the City recommends awarding 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.
- 4.21 Employment Eligibility:** By entering into a resulting contract with the City, the Contractor must comply with the provisions of **Section 448.095, Fla. Stat., "Employment Eligibility"**. This includes, but is not limited to, the use of the E-Verify System to verify the work authorization status of all newly hired employees and requires 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 termination date. If the Contractor terminates this awarded contract for violating the statute, the Contractor may not be awarded a public contract for 1 year after the termination date.
- 4.22 Taxes:** The Contractor shall pay all applicable sales, consumer, use, and other similar taxes required by law. The Contractor is responsible for reviewing pertinent state statutes regarding sales tax and complying with all requirements.
- 4.23 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 a violation shall cause unilateral cancellation of the Contract.
- 4.24 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.
- 4.25 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 the toxic substance poses is intended to alert any person reading this information.
- f. The year and month, if available, the information was compiled, as well as the name, address, and 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: For us to process payment, your invoice must reference the federal ID number. Please note the ID number on the Bid Response page.

- 4.26 Waste Removal Services:** The City has contracted Coastal Waste & Recycling, Inc., for residential and commercial solid waste collection and disposal services. The City has granted 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. regarding 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 33rd Street
Pompano Beach, FL 33064
(954) 947-4000

- 4.27 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

4.28 Project Web Requirements

4.28.1 This project will utilize a web-based project management tool. This web-based application is a collaboration tool that will allow all project team members continuous access to important project data and up-to-the-minute decision and approval status information via the Internet.

4.28.2 This web-based application 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. Training will be provided for all Consultants selected to offer services to the City of Pompano Beach.

4.28.3 Lead and Sub-Consultants shall conduct project controls outlined by the Owner, Project Manager, and/or Construction Manager, utilizing the City-provided **web-based application license(s) at no cost to the Consultant and the awarded Contractor.** No additional software will be required.

4.28.4 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 web-based project management tool.

4.29 **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 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.

4.30 **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. Suppose the tenth calendar day falls on a Friday, Saturday, Sunday, a state holiday, or a day the City administration is closed. In that case, the formal written protest must be received on or before 5:00 p.m. ET of the following 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 Department, 1010 NE 3 Avenue, Pompano Beach, FL 33060.

4.31 **Posting of Bid Recommendations/Tabulations:** ITB Recommendations and Tabulations will be posted on <http://www.pompanobeachfl.ionwave.net> and will remain posted for 72 hours. Any change to the date and time established herein for the ITB Recommendations/Tabulations posting shall be posted at <http://www.pompanobeachfl.ionwave.net>. If the date and time of the posting of ITB Recommendations/Tabulations are changed, each Bidder is responsible for ascertaining 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. Suppose the tenth calendar day falls on a Friday, Saturday, Sunday, a state holiday, or a day the City administration is closed. In that case, the formal written protest must be received on or before 5:00 p.m. ET of the following calendar day that is not a Friday, Saturday, or Sunday, a state holiday, or a day 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 the 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. The bid protest bond shall be returned upon payment of such costs and charges by the protestant. If the protester prevails, then the protester shall recover from the City all costs and charges incurred by the City. Payment options can be made by electronic check (e-check), Visa, MasterCard, or by using an established escrow account code.

SECTION 5 - LOCAL BUSINESS PROGRAM

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy 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 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

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 (Exhibit C), listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit 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.

If the Bidder is applying for Tier 1 or Tier 2 under the Local Vendor Program, a valid Business Tax Receipt issued by the City of Pompano Beach or Broward County must be included with the bid submission.

Additionally, all proposed local Subcontractors must provide a copy of their current City of Pompano Beach issued Business Tax Receipt. The Business Tax Receipt from the City of Broward County must be for a minimum of one year prior to the date of issuance of the current solicitation.

To be considered responsive, all bidders must complete Forms A, B, C, and D for the Local Vendor Program (see Attachments Tab and Response Attachments Tab in IonWave). If a bidder is not claiming participation in any Local Vendor Program Tier, the same forms must still be submitted and marked “Not Applicable” throughout. The amount Bids submitted without the required documentation will be deemed nonresponsive and ineligible for award.

SECTION 6 - BIDDER ACKNOWLEDGEMENT

- 6.1 By submitting a Bid, the Bidder acknowledges and agrees that, if the City accepts its Bid, it shall enter into a Contract in the form provided within the Invitation to Bid (ITB) documents. The Bidder further agrees to perform and furnish all labor, materials, equipment, and services required to complete the Work as specified or indicated in the Sample Contract Documents, for the Contract Price and within the Contract Time stated in its Bid, and in full accordance with all terms, conditions, and requirements outlined in the resulting Contract.
- 6.2 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.
- 6.3 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 will be required by Bidder in order to perform and furnish the work at the 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.
- 6.4 **Bidder shall provide the Project's substantial and final completion timeframes through the City's eBid (IonWave) system. The Bidder agrees to be bound by the number of calendar days for substantial and final completion submitted electronically as part of their bid.**
- 6.5 Bidder accepts the provisions of the Contract as per the liquidated damages in the event of failure to complete the work on time.
- 6.6 Bidder agrees that all Federal, State, and Local sales and use taxes are included in the stated Bid Prices for the work.
- 6.7 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.
- 6.8 The Bid Line-Item pricing includes, but is not limited to, the following elements: labor, materials, equipment, permits and fees, excavation and backfill, grading and site preparation, restoration and final surface, removal and disposal, and final cleanup. Bidders shall include all costs associated with these elements within each line item and shall not omit any component necessary for the complete and proper execution of the work.
- 6.9 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.

SECTION 7 – INSURANCE

Exhibit B outlines the insurance requirements applicable to this Invitation to Bid (ITB) and forms an integral part of the Bidder's submission. Upon award of the contract, the Bidder shall obtain and maintain, at its sole expense, insurance coverage that meets or exceeds the limits and conditions specified in **Exhibit B**. These requirements reflect the coverage deemed necessary by the City for the scope and nature of the contracted work.

The awarded Contractor shall be responsible for submitting to the City, in a timely manner, Certificates of Insurance evidencing that all required coverage is in full force and effect. Each certificate must name the City as an additional insured on a primary and non-contributory basis for all applicable policies. All insurance documentation is subject to the City's review and written approval or disapproval before commencement of any work under the Contract.

For contracts exceeding **two hundred thousand dollars (\$200,000.00)**, both Performance Bonds and Payment Bonds shall be mandatory and must be recorded with Broward County prior to contract award. Insurance coverage is required for all bids, regardless of contract value.

SECTION 8 – ATTRIBUTES, EXHIBITS & ATTACHMENTS

This TAB includes the following Exhibits and Attachments:

1. ITB26-032 Ultimate Sports Park
2. Ultimate Sports Park - Bid Drawings_2026.03.23
3. CIP#19-370 Ultimate Sports Park - Technical Specifications_2026.03.23
4. Ultimate Sports Park Bid Tab_2026.03.23
5. Exhibit B - Insurance Requirements
6. Attachment F - Qualification of Bidders Form
7. Attachment G - Workers' Compensation Affidavit
8. Attachment H - W9
9. Attachment I - Construction Agreement (TEMPLATE) and General Conditions
10. Attachment J - Bid Bond
11. Attachment K – Construction Reference Sheet
12. Attachment P - Payment and Performance Bonds Forms.
13. Local Vendors Program forms (A, B, C, and D)

This TAB includes the following Attributes:

- Terms & Conditions
- Acknowledgment of Addenda
- Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)
- Drug-Free Workplace
- Conflict of Interest
- Local Business Program Participation & Documentation.
- Business in Good Standing (Florida Division of Corporations)
- Substantial Completion (Calendar Days)
- Final Completion (Calendar Days)
- Have you ever failed to complete work awarded to you? If yes, please explain.
- Contractor affirms that it has reviewed the proposed scope of work and has developed a complete plan for its performance.
- Does the Contractor intend to subcontract any portion of the work?
- Does the contractor intend to subcontract any portion of the work?
- Contractor affirms that it has, or will have, all necessary equipment and resources available to perform the work in accordance with the solicitation requirements.
- Has your organization (including parent, subsidiaries, or key personnel) been involved in any litigation? I certify that all litigation **information provided is true and complete.**
- E-Verify / Employment Eligibility Compliance
- Non-Collusion Certification.