



# **BUNKER SAND REPLACEMENT AND TEE RENOVATION AT PEMBROKE LAKES GOLF COURSE**

INVITATION FOR BID # RE-25-02

**Issuance of Solicitation:** Wednesday, March 26, 2025

**Questions Due Date:** Monday, April 14, 2025

**Bid Submission Deadline:** Tuesday, April 29, 2025

THE CITY OF PEMBROKE PINES  
PROCUREMENT DEPARTMENT  
8300 SOUTH PALM DRIVE  
PEMBROKE PINES, FLORIDA 33025  
(954) 518-9020

---

For more information, please visit our online supplier portal, located at  
<https://procurement.opengov.com/portal/pembrokepines>

## **Table of Contents**

1. NOTICE
2. GENERAL PROJECT INFORMATION & TIMELINE
3. PURPOSE AND BACKGROUND
4. SCOPE OF WORK
5. PRICE PROPOSAL / BID TABLE
6. SUBMITTAL DOCUMENTS
7. EVALUATION OF PROPOSALS & PROCESS SELECTION
8. INSURANCE REQUIREMENTS
9. GENERAL TERMS AND CONDITIONS
10. SPECIAL TERMS & CONDITIONS

Attachments:

A - Sample Insurance Certificate

B - Standard Release of Lien

C - Bunker\_and\_Tee\_Project\_-\_Trap\_and\_Tee\_Measurements

D - Pembroke\_Lakes\_Bunker\_Project\_-\_Map\_



*City of Pembroke Pines*

## **SECTION 1 - NOTICE**

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

**IFB # RE-25-02**

### **Bunker Sand Replacement and Tee Renovation at Pembroke Lakes Golf Course**

Solicitations may be found on the City of Pembroke Pines website under the Procurement Department at <http://www.ppines.com/index.aspx?NID=667>, and may be downloaded directly from the OpenGov platform at <https://procurement.opengov.com/portal/pembrokepines>.

**For Technical Support**, proposers can reach the OpenGov Service Desk between 7:00 am to 10:00 pm from Monday through Friday via the following methods:

- Chat (preferred method): Click the button in the lower right-hand corner of the portal.
- E-mail: [procurement-support@opengov.com](mailto:procurement-support@opengov.com)
- Phone: 1 (650) 336-7167

If additional help is needed with downloading the solicitation package please contact the Procurement Department at (954) 518-9020 or by email at [purchasing@ppines.com](mailto:purchasing@ppines.com). The Procurement Department hours are between 7:00 am to 6:00 pm on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, FL 33026.

Bidders shall submit all questions regarding this bid via the City's e-Procurement Portal, located at <https://procurement.opengov.com/portal/pembrokepines>. Please note the deadline for submitting questions. All answers will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the bidder's responsibility to check the portal for updates. Only written responses issued through the OpenGov platform will be considered official for interpretations or clarifications.

**Proposals will be accepted until 2:00 pm on Tuesday, April 29, 2025, electronically at <https://procurement.opengov.com/portal/pembrokepines/projects/143020>.**

**Bid Opening:** The sealed electronic proposals will be publicly opened at 2:30 pm, on the bid due date, by the City Clerk's Office, in the **City Clerk's Office Conference Room located on the 4<sup>th</sup> Floor in the Charles F. Dodge City Center**/City Hall Administration Building, located at 601 City Center Way, Pembroke Pines, Florida, 33025.

**Virtual Bid Opening:** In light of public health concerns and to ensure accessibility for all, the City encourages interested parties, vendors, and the public to participate virtually via live streaming instead of attending the meeting in person. As a result, meetings may be a combination of in-person and virtual, all as provided by law. To virtually attend the bid opening, please use the Cisco Webex Meetings platform.

**Virtual Meeting Details:**



*City of Pembroke Pines*

---

- WebEx Meeting Link: <https://ppines.webex.com/meet/purchasing>
- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>.

To ensure an efficient meeting process, participants are requested to mute their audio and camera during the meeting. While the public is welcome to attend the virtual bid opening, **please note that active participation and commenting will not be allowed during the proceedings.**

For further information about the bid opening or assistance in accessing the virtual meeting, please contact:

David Gamez or other Procurement Staff in the Procurement Department  
City of Pembroke Pines  
8300 South Palm Drive,  
Pembroke Pines, FL 33025  
(954) 743-1885 or 954-518-9020  
[purchasing@ppines.com](mailto:purchasing@ppines.com)



*City of Pembroke Pines*

## **SECTION 2 - GENERAL PROJECT INFORMATION & TIMELINE**

### **2.1 Project Timeline**

The work shall be completed within **120** calendar days from issuance of the City's Notice to Proceed (NTP), with an estimated start date of **May 22, 2025**.

### **2.2 Tentative Schedule of Events**

Issuance of Solicitation (Posting Date):	March 26, 2025
Pre-Bid Meeting (Mandatory):	April 2, 2025, 10:00am  Meeting will be held at Pembroke Lakes Golf Course 10500 Taft St, Pembroke Pines, FL 33026 promptly starting at 10:00 am.
Question Due Date:	April 14, 2025, 11:30pm
Issuance of Final Answers to Questions:	April 17, 2025
Bid Submission Deadline:	April 29, 2025, 2:00pm
Bid Opening:	Will be held at 2:30 pm on the day of bid submissions are due.
Evaluations by Staff:	To Be Determined (TBD)

### **2.3 Mandatory Pre-Bid Meeting/Site Visit**

There will be a **MANDATORY** scheduled pre-bid meeting on **Wednesday, April 2, 2025 at 10:00 am**. Meeting location will be at the **Meeting will be held at Pembroke Lakes Golf Course 10500 Taft St, Pembroke Pines, FL 33026 promptly starting at 10:00 am**.

- A. **Proof of Attendance:** Contractors may be required to sign in at any of the meetings to show proof of attendance. It is the vendor's responsibility to make sure that they sign in at the meeting.

### **2.4 Follow-Up Pre-Bid Meeting(s)**

**Follow-Up Meetings:** In the event that a contractor cannot attend the scheduled pre-bid meeting, or if a contractor would like a follow up visit to the site, they may request a site visit by contacting **David Gamez** at **(954) 743-1885**. We urge all contractors to attend the scheduled meeting, as a separate or follow-up meeting may not be afforded to the requester due to scheduling and availability of staff to assist with any additional meetings. In addition, if making a request for a separate or follow-up meeting, contractors are urged to make these requests as early as possible.



*City of Pembroke Pines*

---

## **2.5 Estimated Project Cost**

\$240,000

## **2.6 Grant/Federal Funding**

Not applicable for this project.

## **2.7 Proposal Security/Bid Bond**

A Proposal Security shall be required, only for bidders that have a total cumulative base proposal amount that exceeds \$200,000. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed.

## **2.8 Payment and Performance Bonds**

In the event that the awarded contract, not including owner's contingency, exceeds \$200,000, two (2) separate bonds (Payment & Performance Bonds) are required, and both must be approved by the City. The penal sum stated in each bond shall be 100% of the contract price.

## **2.9 Permit, License, Impact or Inspection Fees**

With the exception of the City related permit, license, impact or inspection fees (including the Building Department and Engineering Department Permit Fees), which will be waived for this project, the City does not anticipate any additional permit, license, impact or inspection fees for this project. Any related State or County fees, for the aforementioned permits, will be paid by the City.

In addition, the City shall cover the cost for any other permit fees related to external entities through the City's Owner's Contingency for this project, **therefore proposers should not include permit costs in their total proposal price.**

Furthermore, please note the City's average time for a contractor to apply for and receive an approved permit is 30 days; delays in this timeline caused by the contractor's failure to actively monitor the permit process and submit all required documentation in a timely manner, will count against the project's contractual completion period.



## **SECTION 3 - PURPOSE AND BACKGROUND**

### **3.1 Purpose**

The City of Pembroke Pines is seeking bids from qualified firms, hereinafter referred to as the Contractor, to furnish all materials, labor, and equipment for installing bunker sand in all green side bunkers and leveling all tee surfaces, in accordance with the terms, conditions, and specifications contained in this solicitation.

The golf course was last renovated between 2006 and 2007. Since then, the bunker sand has eroded away, dirt has mixed in, and the tees on holes 1, 6, 11, 12, 16, and 18 have settled and have become uneven. These conditions are not conducive to golf play and need to be addressed.

### **3.2 Background**

Pembroke Pines, Florida, ranked as the eleventh largest city among the state's four hundred plus municipalities and the second largest in Broward County, maintains a welcoming small-town ambiance that resonates with its residents. Located conveniently in southwest Broward County, the city provides seamless access to major highways, employment centers, entertainment venues, parks, golf courses, and a diverse array of dining and shopping options.

With a population of approximately 170,000 residents spread across 32.68 square miles, Pembroke Pines is renowned as one of the best cities to live in America. The city boasts 28 superior parks, lush landscaping, and a distinctive South Florida charm that contributes to its natural beauty. Notably recognized as 2024's Best Place to Raise a Family in Florida, and 2024's Best City of Hispanic Entrepreneurs by WalletHub, Pembroke Pines also earned a place as the on Money Magazine's esteemed Best Places to Live list in 2014, as the sole Florida representative, ranking in at #32 in the nation.

Incorporated in 1960, Pembroke Pines is celebrated as a safe and desirable community, having received accolades such as the All-America City designation. The city's commitment to arts and culture, exceptional schools, diverse population, numerous parks, and forward-thinking approach in an ever-evolving world make it a standout destination.

Pembroke Pines is also the home to the largest municipal-run charter school system in the nation, serving over 6,000 students across five separate campuses. The City's award-winning charter school system is located in the Broward County School District, which is the sixth largest school district in the nation.



## **SECTION 4 - SCOPE OF WORK**

### **4.1 Bunker Sand Replacement**

- Excavate existing bunker sand to subfloor and re-locate sand to onsite stockpiles as directed by the Director of Golf. The depth of sand in bunkers may vary and repositioning of sand may be done to provide even floor base with direction from the Director of Golf. Cleanout work shall include removal of any leaves, organic matter or debris, or foreign objects that might be found in a given bunker.
- Examine drain lies and blow/wash out. Replace any damaged drainage as needed not to exceed 1000 feet total.
- Prior to sand installation, the Contractor shall have hand raked the subgrade of the bunker to a smooth, debris free surface. This raking work may include minor grade adjustments to ensure continuity positive drainage to the drain line previously installed in the bunker. All raked subgrades must be inspected and approved by the Director of Golf.
- Should a delay occur (which allows erosion of slopes and banks, silt-in of pipes, weed growth, etc) between the approval by the Director of Golf of the clean-out and edging and the installation of sand, it is the Contractor's responsibility to restore the bunker to the previously approved condition before the sand is installed.
- Provide and install new G-Angle bunker sand at a depth of 3 inches on bunker face and 3 inches on bunker floor. Compact faces and flooring of bunker to avoid any ripples or uneven sand. Each bunker shall be raked after the sand has been compacted. The bunker sand must be smooth and evenly distributed and, in a condition suitable for playing golf.
- The final depth of the sand must be approved by the Director of Golf. If the sand depth is more than the recommended depths, the Contractor shall be required to remove excess sand to the proper depth at no cost to the City. If the sand is less than the recommended depth, more sand shall be added to ensure compliance to the specification at no cost to the City.
- Care shall be taken when hauling sand to bunkers to ensure there is no damage to the property. Hauling routes must be approved by the Director of Golf prior to commencing. Any damage to the site, materials, finished grades, etc., as a result of the sand hauling or installation, shall be the sole responsibility of the Contractor.
- Repair washed out, collapsed, entry point bunker edges and sod with Platinum Paspalum sod.
- Around each bunker will require a 36 inch ring barrier of Platinum Paspalum sod.





## *City of Pembroke Pines*

---

- The sodded lip of the bunker shall not be covered with any sand. This lip, or edge of the bunker, must be totally visible at the time of inspection of sand depths. The lip or sod edge shall remain exposed after the final raking of the bunker.
- No more than two (2) inches of the lip edge at the sod line shall be exposed, i.e., the sand line shall be no more than two (2) inches below the sodded edge of the bunker.
- Any grass to be installed needs to arrive healthy and with proper green color.
- Contracted Company MUST have a project Supervisor on property at all times

### **4.2 Tee Leveling**

#### Project Limits

- Hole 1 – White Tee
- Hole 6 – White and Green Tee
- Hole 11 – White Tee
- Hole 12 – White Tee
- Hole 16 – Gold Tee
- Hole 18 – Gold Tee

#### Scope of Work

- Contractor will strip or turfplane areas identified above in project limits. Remove current turf, laser level tee boxes, add soil if necessary, and utilize the same sod which is platinum paspalum sod.
- Any grass to be installed needs to arrive healthy and with proper green color.
- Contracted Company MUST have a project Supervisor on property at all times.
- Tees will be located as directed by the Director of Golf. The tee elevations will be established as directed in the field by the Director of Golf. The Director of Golf must inspect the shape, size, elevation and alignment of all tees with the project scope prior to the installation of any materials for tee construction. All shaping adjustments to the tees shall then be completed and approved prior to material installation.
- The surface of the tee shall pitch as directed by the Director of Golf. Under no conditions shall a subgrade or tee finished grade be pitched greater than 1% or less than 0.5%. Positive surface flows shall be maintained on all tee finished grades and subgrades. Tees shall pitch in the direction of the existing drainage pattern



### **4.3 General Conditions**

- All Companies must conduct an onsite visit and take measurements and verify square footage estimates before bidding.
- All fill and waste will be recycled for the project and have two on-course locations for materials.
- Contractor will be required to schedule all work with the Director of Golf.
- The work must be performed Monday through Friday or as approved by the Director of Golf to not interfere with ongoing facility operations.
- Any use of existing parking areas shall be requested in advance.
- Contractor shall coordinate debris removal and placement with Director of Golf.
- Contractor must not allow materials and debris generated daily to be disposed of in an illegal manner.
- Contractor shall take proper care to protect and close off work area as required for normal facility operation.
- Contractor is responsible for restoration to any existing areas damaged by the contractor once the project is completed.
- Site shall be made safe as per OSHA standard, and clean of debris at the end of each work day.



*City of Pembroke Pines*

## **SECTION 5 - PRICE PROPOSAL / BID TABLE**

The vendor must provide their pricing electronically through the designated line items listed on the Bid Sheet/Pricing Table via the City's e-Procurement portal on OpenGov.

**Vendor Notes:** The bid tables includes a “Vendor Notes” column for any additional comments regarding the requested line item(s). A comment is preferred in the “Vendor Notes” column. If the vendor does not need to submit any comments, they may leave it blank or enter N/A or similar.

**Payment & Performance Bonds:** The table includes a section for the vendor to submit pricing for Payment & Performance Bonds. If the total cumulative base proposal amount does not exceed \$200,000 and a Payment and Performance Bond is not required, please enter “0” on the “If Applicable, Cost for Payment and Performance Bond” column for each line item.

**Primary Responses:** The Bid Table is for the primary responses so that the vendors can submit the requested goods and/or services.

### **TEE RENOVATIONS**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
1	Hole 1 - White Tee - Price is inclusive of all work per the scope	1	Lump Sum			
2	Hole 6 - White Tee - Price is inclusive of all work per the scope	1	Lump Sum			
3	Hole 6 - Green Tee - Price is inclusive of all work per the scope	1	Lump Sum			
4	Hole 11 - White Tee - Price is inclusive of all work per the scope	1	Lump Sum			
5	Hole 12 - White Tee - Price is inclusive of all work per the scope	1	Lump Sum			
6	Hole 16 - Gold Tee - Price is inclusive of all work per the scope	1	Lump Sum			



*City of Pembroke Pines*

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
7	Hole 18 - Gold Tee - Price is inclusive of all work per the scope	1	Lump Sum			
<b>TOTAL</b>						

### **BUNKER SAND REPLACEMENT**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
1	Hole # 1 Right Bunker	1,940	Square Feet			
2	Hole # 2 Left Bunker	4,000	Square Feet			
3	Hole # 3 - First Left, Second Left, First Right, Second Right, Third Right	22,835	Square Feet			
4	Hole # 5 Right Bunker	3,275	Square Feet			
5	Hole # 6 Left Bunker	2,845	Square Feet			
6	Hole # 8 First Right, Second Right	6,375	Square Feet			
7	Hole # 9 First Left, Second Left	4,540	Square Feet			
8	Hole # 10 First Left, Second Left, First Right, Second Right	7,615	Square Feet			
9	Hole # 11 Left Bunker	1,600	Square Feet			
10	Hole # 12 Left Bunker	2,550	Square Feet			
11	Hole # 16 Left Bunker, Right Bunker	4,650	Square Feet			
12	Hole # 17 Left Bunker, First Right, Second Right, Third Right	8,075	Square Feet			



Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
13	Hole # 18 Left Bunker	1,400	Square Feet			
TOTAL						

PAYMENT & PERFORMANCE BONDS

Line Item	Description	Unit of Measure	Percentage
1	Payment & Performance Bonds	Percentage	

*City of Pembroke Pines*

## **SECTION 6 - SUBMITTAL DOCUMENTS**

Bids must be submitted electronically at <https://procurement.opengov.com/portal/pembrokepines> on or before **2:00 pm on Tuesday, April 29, 2025**. Please note vendors should be registered on OpenGov under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. In addition, the vendor must complete the required documents in this section and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the <https://procurement.opengov.com/portal/pembrokepines> website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

**PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.**

Prospective proposers interested in responding to this solicitation are requested to provide all of the applicable information listed in this section. Submittals that do not respond completely to all of the requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

### **1 CONFIRMATION TO BIND**

1.1 I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.\*

☐ Please confirm

\*Response required

### **2 REFERENCE # 1**

The minimum experience for this project is **five (5) years**. Provide specific examples of similar experience conducting licensed work of equal or similar scope of work, preferably delivered by the proposed team members. A **minimum of 3** references should be from the last **five years** and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications. In this section you will have the ability to enter information for 5 different references including their contact details and specific project information.

Please note that the City prefers references who are not current employees of the City of Pembroke Pines, as we generally do not contact our own employees for reference checks.

Proposers are advised to confirm that:

- A. Each reference provided by the Respondent has up to date contact persons and contact information;



*City of Pembroke Pines*

---

B. The contact person provided for each reference is someone who has personal knowledge of the Proposer's performance during the referenced project; and

C. The contact person for each reference has been contacted by the Proposer regarding this specific bid submittal and such person confirmed their willingness to serve as a reference.

2.1 Reference Contact Information - Name of Firm, City, County or Agency\*

\*Response required

2.2 Reference Contact Information - Reference's Business Address\*

\*Response required

2.3 Reference Contact Information - Reference's Contact Name & Title\*

\*Response required

2.4 Reference Contact Information - Reference's E-mail Address\*

\*Response required

2.5 Reference Contact Information - Reference's Phone Number\*

\*Response required

2.6 Project Information - Was your firm the prime contractor for the listed project?\*

☐ Yes

☐ No

\*Response required

2.7 Project Information - Name of Contactor Performing the Work\*

\*Response required

2.8 Project Information - Name and location of the project\*

\*Response required

2.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for\*

\*Response required

2.10 Project Information - Project Duration\*

\*Response required

2.11 Project Information - Completion (Anticipated) Date\*

\*Response required

2.12 Project Information - Size of Project\*

\*Response required

2.13 Project Information - Cost of Project\*

\*Response required

**3 REFERENCE # 2**



## City of Pembroke Pines

---

3.1 Reference Contact Information - Name of Firm, City, County or Agency\*

\*Response required

3.2 Reference Contact Information - Reference's Business Address\*

\*Response required

3.3 Reference Contact Information - Reference's Contact Name & Title\*

\*Response required

3.4 Reference Contact Information - Reference's E-mail Address\*

\*Response required

3.5 Reference Contact Information - Reference's Phone Number\*

\*Response required

3.6 Project Information - Was your firm the prime contractor for the listed project?\*

☐ Yes

☐ No

\*Response required

3.7 Project Information - Name of Contactor Performing the Work\*

\*Response required

3.8 Project Information - Name and location of the project\*

\*Response required

3.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for\*

\*Response required

3.10 Project Information - Project Duration\*

\*Response required

3.11 Project Information - Completion (Anticipated) Date\*

\*Response required

3.12 Project Information - Size of Project\*

\*Response required

3.13 Project Information - Cost of Project\*

\*Response required

### **4 REFERENCE # 3**

4.1 Reference Contact Information - Name of Firm, City, County or Agency\*

\*Response required

4.2 Reference Contact Information - Reference's Business Address\*

\*Response required





## City of Pembroke Pines

---

4.3 Reference Contact Information - Reference's Contact Name & Title\*

\*Response required

4.4 Reference Contact Information - Reference's E-mail Address\*

\*Response required

4.5 Reference Contact Information - Reference's Phone Number\*

\*Response required

4.6 Project Information - Was your firm the prime contractor for the listed project?\*

☐ Yes

☐ No

\*Response required

4.7 Project Information - Name of Contactor Performing the Work\*

\*Response required

4.8 Project Information - Name and location of the project\*

\*Response required

4.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for\*

\*Response required

4.10 Project Information - Project Duration\*

\*Response required

4.11 Project Information - Completion (Anticipated) Date\*

\*Response required

4.12 Project Information - Size of Project\*

\*Response required

4.13 Project Information - Cost of Project\*

\*Response required

### **5 REFERENCE # 4**

5.1 Reference Contact Information - Name of Firm, City, County or Agency

5.2 Reference Contact Information - Reference's Business Address

5.3 Reference Contact Information - Reference's Contact Name & Title

5.4 Reference Contact Information - Reference's E-mail Address

5.5 Reference Contact Information - Reference's Phone Number

5.6 Project Information - Was your firm the prime contractor for the listed project?

☐ Yes

☐ No



## City of Pembroke Pines

---

- 5.7 Project Information - Name of Contactor Performing the Work
- 5.8 Project Information - Name and location of the project
- 5.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for
- 5.10 Project Information - Project Duration
- 5.11 Project Information - Completion (Anticipated) Date
- 5.12 Project Information - Size of Project
- 5.13 Project Information - Cost of Project

### **6 REFERENCE # 5**

- 6.1 Reference Contact Information - Name of Firm, City, County or Agency
- 6.2 Reference Contact Information - Reference's Business Address
- 6.3 Reference Contact Information - Reference's Contact Name & Title
- 6.4 Reference Contact Information - Reference's E-mail Address
- 6.5 Reference Contact Information - Reference's Phone Number
- 6.6 Project Information - Was your firm the prime contractor for the listed project?

☐ Yes

☐ No

- 6.7 Project Information - Name of Contactor Performing the Work
- 6.8 Project Information - Name and location of the project
- 6.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for
- 6.10 Project Information - Project Duration
- 6.11 Project Information - Completion (Anticipated) Date
- 6.12 Project Information - Size of Project
- 6.13 Project Information - Cost of Project

### **7 PROJECT DOCUMENTS**

- 7.1 PROPOSERS BACKGROUND INFORMATION FORM\*
  - a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Proposers\\_Background\\_Inform...](#)

\*Response required

- 7.2 PROPOSAL SECURITY (BID BOND FORM OR CASHIER'S CHECK)
  - a. **In the event that your total cumulative base proposal amount exceeds \$200,000,** a Proposal Security shall be in an amount not less than of 5% of the total cumulative base amount proposed.
  - b. Therefore, proposal should be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company



## City of Pembroke Pines

---

acceptable to CITY and authorized to write such Bond under the laws of the State of Florida.

- c. Contingency is not to be counted in the total amount the proposal security is based on.
- d. Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through OpenGov.
- e. Proposers should also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they may be deemed as non-responsive.
- f. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - RE-25-02 Bunker Sand Replacement and Tee Renovation at Pembroke Lakes Golf Course**" and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.
- g. Please see [SPECIAL TERMS & CONDITIONS](#) of this document for additional information.

### **8 STANDARD DOCUMENTS**

The following documents are standard documents that the City generally requires for every solicitation. As a result, we recommend vendors to keep these documents updated and readily available so that they can be easily uploaded for each project that the vendor would like to participate in. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

#### **8.1 NON-COLLUSIVE AFFIDAVIT\***

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Non-Collusive Affidavit.pdf](#)

\*Response required

#### **8.2 SWORN STATEMENT ON PUBLIC ENTITY CRIMES FORM\***

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Sworn Statement on Public E...](#)

\*Response required

#### **8.3 EQUAL BENEFITS CERTIFICATION FORM\***

- a. Please download the attached document, complete all required fields, and upload the completed form here.



*City of Pembroke Pines*

---

- [Equal Benefits Certificatio...](#)

\*Response required

8.4 VENDOR DRUG FREE WORKPLACE CERTIFICATION\*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Vendor Drug-Free Workplace ...](#)

\*Response required

8.5 SCRUTINIZED COMPANY CERTIFICATION\*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Scrutinized Company Certifi...](#)

\*Response required

8.6 E-VERIFY SYSTEM CERTIFICATION\*

- a. Please download the attached document, complete all required fields, and upload the completed form here.
- b. Effective January 1, 2021, pursuant to Section 448.095, Florida Statutes, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E- Verify system administered by the U.S. Department of Homeland Security ("DHS").
- c. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

- [E-Verify System Certificati...](#)

\*Response required

8.7 HUMAN TRAFFICKING AFFIDAVIT\*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Human Trafficking Affidavit...](#)

\*Response required



## City of Pembroke Pines

---

### 8.8 VENDOR INFORMATION FORM\*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Vendor Information Form.pdf](#)

\*Response required

### 8.9 FORM W-9 (REVISED MARCH 2024)\*

- a. Please download the attached document, complete all required fields, and upload the completed form here.
- b. Note - Please use the March 2024 version of the form as previously dated versions of this form may delay the processing of any payments to the selected vendor.

- [Form W-9 \(Rev March 2024\).pdf](#)

\*Response required

## **9 OPTIONAL DOCUMENTATION**

### 9.1 TRADE SECRETS

- a. The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.
- b. Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.
- c. EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION



## City of Pembroke Pines

---

OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE OPENGOV WEBSITE AS A SEPARATE ATTACHMENT, IN THIS SECTION, CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

- d. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

### 9.2 FINANCIAL STATEMENTS

- a. The City is **NOT** requesting the vendor to submit any financial statements for this project and prefers if the vendor does not submit financial statements. In addition, if the City needs a copy of the vendor's financial statements, the City can contact the vendor after the bid due date to request those documents. However, if the vendor does submit the financial statements, they should be uploaded in this section.
- b. Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

### 9.3 ADDITIONAL INFORMATION

- a. Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

### 9.4 PROFESSIONAL LICENSES

- a. If applicable, please upload any professional licenses that may be required to perform the services outlined in the solicitation. The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.
  1. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
  2. Said licenses shall be in the Firm's name as it appears on the OpenGov registration and as appropriately registered with the applicable licensing entity. Proposer shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid.



*City of Pembroke Pines*

3. Subcontractors contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits as necessary. Said licenses must be in the name of the subcontractor.

## **10 VENDOR CLASSIFICATION**

10.1 Is your firm a Local Pembroke Pines Vendor (LPPV) and Local Broward County Vendor (LBCV)?\*

- a. The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:
  1. **"Local Pembroke Pines Vendor"** shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines, **OR**;
  2. **"Local Broward County Vendor"** shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.
- b. A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the Local Pembroke Pines Vendor(s); A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the Local Broward County Vendor(s).

☐ Yes

☐ No

\*Response required

When equals "Yes"



## City of Pembroke Pines

---

10.1.1 Please indicate your Local Vendor Status\*

☐ Local Pembroke Pines Vendor (LPPV)

☐ Local Broward County Vendor (LBCV)

\*Response required

When equals "Yes"

10.1.2 Local Vendor Preference Certification\*

1. Please download the attached document, complete all required fields, and upload the completed form here.

- [Local Vendor Preference Cer...](#)

\*Response required

When equals "Yes"

10.1.3 Local Business Tax Receipts\*

1. If claiming Local Vendor Preference, please upload any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

\*Response required

10.2 Is your firm a Veteran Owned Small Business (VOSB)?\*

- a. The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. **"Veteran Owned Small Business"** shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

- b. A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the Veteran Owned Small Business (VOSB).

☐ Yes

☐ No

\*Response required





*City of Pembroke Pines*

---

When equals "Yes"

10.2.1 Determination Letter from the United States Department of Veteran Affairs Center\*

1. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

\*Response required

10.3 Is your firm a Minority-Owned Business Enterprise (MBE)?\*

☐ Yes

☐ No

\*Response required

When equals "Yes"

10.3.1 Please indicate the classification of your Minority-Owned Business Enterprise (MBE)\*

*Select all that apply*

☐ African-American MBE

☐ Asian-American MBE

☐ Hispanic-American MBE

☐ Native-American MBE

☐ Other option not listed above

\*Response required

When equals "Yes"

10.3.2 MBE Certification Documentation\*

1. Upload your MBE Certification Documentation here, preferably with the State of Florida's Office of Supplier Diversity. If you have multiple MBE certifications, please combine them into one (1) document and upload.

\*Response required

10.4 Is your firm a Woman-Owned Business Enterprise (WBE)?\*

☐ Yes

☐ No

\*Response required

When equals "Yes"



*City of Pembroke Pines*

---

10.4.1 WMBE Certification Documentation\*

1. Upload your WMBE Certification Documentation here, preferably with the State of Florida's Office of Supplier Diversity. If you have multiple WMBE certifications, please combine them into one (1) document and upload.

\*Response required

10.5 Is your firm a HubZone Business / Labor Surplus Area Firm?\*

☐ Yes

☐ No

\*Response required

When equals "Yes"

10.5.1 HubZone Business / Labor Surplus Area Firm Certification Documentation\*

1. Upload your HubZone Business / Labor Surplus Area Firm Certification Documentation, preferably with the U.S. Small Business Administration (SBA). If you have multiple certifications, please combine them into one (1) document and upload.

\*Response required

10.6 Is your firm a Broward County Small Business Enterprise (SBE)?\*

☐ Yes

☐ No

\*Response required

When equals "Yes"

10.6.1 SBE Certification Documentation\*

1. Upload your SBE Certification Documentation from Broward County's Office of Economic and Small Business Development (OESBD). If you have multiple certifications, please combine them into one (1) document and upload.

\*Response required

10.7 Is your firm a Broward County Business Enterprise (CBE)?\*

☐ Yes

☐ No

\*Response required

When equals "Yes"



*City of Pembroke Pines*

---

10.7.1 CBE Certification Documentation\*

1. Upload your CBE Certification Documentation from Broward County's Office of Economic and Small Business Development (OESBD). If you have multiple certifications, please combine them into one (1) document and upload.

\*Response required

10.8 Is your firm a Broward County Disadvantaged Business Enterprise (DBE)?\*

☐ Yes

☐ No

\*Response required

When equals "Yes"

10.8.1 DBE Certification Documentation\*

1. Upload your DBE Certification Documentation from Broward County's Office of Economic and Small Business Development (OESBD). If you have multiple certifications, please combine them into one (1) document and upload.

\*Response required

10.9 Does your firm have a Vendor Classification that was not listed above?\*

☐ Yes

☐ No

\*Response required

When equals "Yes"

10.9.1 Other Vendor Classification Certification Documentation\*

1. Upload your other Certification Documentation here. If you have multiple certifications, please combine them into one (1) document and upload.

\*Response required



*City of Pembroke Pines*

---

## **SECTION 7 - EVALUATION OF PROPOSALS & PROCESS SELECTION**

### **7.1 Qualifying & Selecting Firms**

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information and references contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award of contract.
- C. The contract shall be awarded to the most responsive/responsible bidder whose bid is determined to be the most advantageous to the City taking into consideration the evaluation criteria.



## **SECTION 8 - INSURANCE REQUIREMENTS**

### **8.1 Indemnification for Design Professionals and Construction Contracts**

The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by CONTRACTOR during performance of this Agreement. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

### **8.2 Insurance Coverage**

- A. CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- B. Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
- C. Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.
- D. Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of



## City of Pembroke Pines

the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

- E. CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated in the sections below, prior to commencing any work pursuant to this Agreement.

### **8.3 Comprehensive General Liability Insurance**

Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

- A. Each Occurrence Limit - \$1,000,000
- B. Fire Damage Limit (Damage to rented premises) - \$100,000
- C. Personal & Advertising Injury Limit - \$1,000,000
- D. General Aggregate Limit - \$2,000,000
- E. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

### **8.4 Workers' Compensation and Employers' Liability Insurance**

Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

- A. Workers' Compensation: Coverage A – Statutory
- B. Employers Liability: Coverage B

\$500,000 Each Accident



*City of Pembroke Pines*

---

\$500,000 Disease – Policy Limit

\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

### **8.5 Comprehensive Auto Liability Insurance**

Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

- A. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
- B. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
- C. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.

### **8.6 Umbrella/Excess Liability Insurance**

Umbrella/Excess Liability Insurance in the amount of **\$2,000,000** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

### **8.7 Professional Liability/Errors & Omissions Insurance**

Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **\$1,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3)



City of Pembroke Pines

years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

#### **8.8 Environmental/Pollution Liability Insurance**

Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

#### **8.9 Builder's Risk Insurance**

Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

#### **8.10 Required Endorsements**

- A. The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- B. Waiver of all Rights of Subrogation against the CITY.





*City of Pembroke Pines*

---

- C. Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- D. CONTRACTOR's policies shall be Primary & Non-Contributory.
- E. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- F. The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

#### **8.11 Additional Requirements**

- A. Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.
- B. The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.
- C. The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



## **SECTION 9 - GENERAL TERMS AND CONDITIONS**

### **9.1 EXAMINATION OF CONTRACT DOCUMENTS**

Before submitting a Proposal, each Proposer should:

- A. consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work,
- B. study and carefully correlate the Proposer's observations with the Proposal Documents; and
- C. notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

### **9.2 CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

### **9.3 ADDENDA or ADDENDUM**

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item).

Bidders must register for an account on the City's e-Procurement Portal, hosted by OpenGov. Once the bidder has completed registration, they will receive addenda notifications via email by clicking "Follow" on this project. Ultimately, it is the sole responsibility of each bidder to periodically check the site for any addenda at <https://procurement.opengov.com/portal/pembrokepines>.

Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through OpenGov will be the only official method whereby changes will be made.

### **9.4 INTERPRETATIONS AND QUESTIONS**

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification.

The City requires all questions relating to the solicitation to be submitted through the "Question & Answer" tab, for the specific project, on the City's e-Procurement Portal, located at <https://procurement.opengov.com/portal/pembrokepines>. Questions and inquiries must be received by the "Question Due Date" stated in the solicitation. Questions received after the "Question Due



*City of Pembroke Pines*

**Date**” shall not be answered. Interpretations or clarifications in response to such questions will be issued via OpenGov. Bidders may also click “Follow” on this solicitation to receive an e-mail notification(s) when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries. The issuance of a response via OpenGov is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

OpenGov Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact OpenGov support, with ample time before the bid closing date and time, via one of the following methods:

- A. Chat (preferred method): Click the button in the lower right-hand corner of the portal when logged in.
- B. E-mail: [support@opengov.com](mailto:support@opengov.com)
- C. Phone: 1 (605) 336-7167
- D. <https://opengov.my.site.com/support/s/contactsupport>

For all other questions related to this solicitation, please contact the Procurement Department at [purchasing@ppines.com](mailto:purchasing@ppines.com).

## **9.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES**

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.

Proposer warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

## **9.6 WARRANTIES FOR USAGE**

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for proposer’s information only and will be used for tabulation and presentation of bid.

## **9.7 BRAND NAMES**

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase “OR EQUAL” is added. However, if a product other than that specified is bid, Proposers shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the **vendor’s responsibility** to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of

*City of Pembroke Pines*

documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

## **9.8 QUALITY**

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

## **9.9 SAMPLES**

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the proposer's expense.

## **9.10 ESTIMATED QUANTITIES**

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased pursuant to this solicitation. Estimated quantities will be used for comparison and ranking purposes only. The City is not obligated to contract for a given amount of commodities/services subsequent to the award of this solicitation. The City reserves the right to issue separate purchase orders as needed, issue a blanket purchase order, and release partial quantities, or any combination of the preceding as deemed necessary by the City.

## **9.11 DEVELOPMENT COSTS**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

## **9.12 PRICING**

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Proposer warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or proposer.

## **9.13 DELIVERY POINT**

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

## **9.14 TAX EXEMPT STATUS**

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

## **9.15 CONTRACT TIME**



*City of Pembroke Pines*

---

By virtue of the submission of the Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

#### **9.16 COPYRIGHT OR PATENT RIGHTS**

Proposer warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

#### **9.17 ANTI-TRUST VIOLATIONS**

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

#### **9.18 PUBLIC ENTITY CRIMES**

Pursuant to Sec. 287.133(2)(a), Fla. Stat., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or who has been placed on the discriminatory vendor list 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 in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Pursuant to Sec. 287.134(2)(b), Fla. Stat., a public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list. A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the



*City of Pembroke Pines*

---

same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

The Sworn Statement of Public Entity Crime Affidavit Form, in the Submittal Documents section on the OpenGov portal for this solicitation, includes documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Proposer for any goods, services or materials furnished.

### **9.19 CONFLICT OF INTEREST**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

### **9.20 FACILITIES**

The City reserves the right to inspect the Proposer's facilities at any time with prior notice.

### **9.21 ENVIRONMENTAL REGULATIONS**

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

### **9.22 SIGNATURE REQUIRED**

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.



*City of Pembroke Pines*

---

The signed bid shall be considered an offer on the part of the proposer or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the proposer or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

### **9.23 MANUFACTURER'S CERTIFICATION**

The City of Pembroke Pines reserves the right to request from proposer separate manufacturer certification of all statements made in the proposal.

### **9.24 MODIFICATION OR WITHDRAWAL OF PROPOSAL**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the OpenGov website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

### **9.25 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS**

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 pm at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, proposers will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- A. Open the sealed bids at a public meeting.
- B. Announce at that meeting the name of each bidder and the price submitted in the bid.
- C. Make available upon request the name of each bidder and the price submitted in the bid.





*City of Pembroke Pines*

For solicitations that are **not** for “**construction or repairs on a public building or public work**” the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

## **9.26 RESERVATIONS FOR REJECTION AND AWARD**

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible proposer, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of proposer from bid list(s).

## **9.27 BID PROTEST**

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

## **9.28 INDEMNIFICATION**

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

**General Indemnification:** To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequence arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

**Indemnification for Design Professionals and Construction Contracts:** The Successful Proposer shall indemnify and hold harmless the CITY, its officers and employees, from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its





*City of Pembroke Pines*

---

officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by the negligence, recklessness, or intentional wrongful conduct of the Successful Proposer and other persons employed or utilized by the Successful Proposer during performance of the resulting Agreement.

**Patent and Copyright Indemnification:** Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

### **9.29 DEFAULT PROVISION**

In the case of default by the proposer or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the proposer or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Proposer to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Proposer to meet any terms of this agreement, the City will notify the Proposer five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B. Failure to begin the Work under this Bid within the time specified.
- C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.
- E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Proposer incapable of performing the Work in accordance with and as required by the contract.
- F. Failure to comply with any of the terms of the contract in any material respect.



*City of Pembroke Pines*

In the event of default of a contract, the successful Proposer shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Proposer shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

### **9.30 ACCEPTANCE OF MATERIAL**

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

### **9.31 LOCAL GOVERNMENT PROMPT PAYMENT ACT**

The City complies with Florida Statute 218.70, Local Government Prompt Payment Act.

### **9.32 SCRUTINIZED COMPANIES LIST**

In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
  - 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
  - 2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or is engaged in business operations in Syria.

### **9.33 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS**

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes



*City of Pembroke Pines*

---

Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE OPENGOV WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

#### **9.34 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the proposer and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own



*City of Pembroke Pines*

purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

### **9.35 CONE OF SILENCE**

**Prohibited Communication:** In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

- A. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and
- B. The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

**Effective Dates:** A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive solicitation, or takes other action which ends the sealed competitive solicitation process.

**Permitted Communication:** The cone of silence shall not apply to:

- A. Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.
- B. Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.
- C. Contract negotiations with the selected entity.

**Violations:** Any action in violation of this section shall be cause for disqualification of the bid or the proposal.

### **9.36 E-VERIFY**

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

- A. Definitions for this Section:



## *City of Pembroke Pines*

---

1. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
2. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
3. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

### **B. Registration Requirement; Termination:**

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

**9.37 JESSICA LUNSFORD ACT**

Background screening requirements for Contractor's performing services for or at City's Charter Schools.

- A. Except as provided in §§1012.467 or 1012.468, Florida Statutes, non-instructional school employees or contractual personnel who:
  - 1. are permitted access on school grounds when students are present,
  - 2. have direct contact with students or,
  - 3. have access to or control of school funds must meet level 2 screening requirements as described in §1012.32, Florida Statutes. Contractual personnel shall include any Contractor, individual, or entity under contract with the City engaged to perform services for or at City's Charter Schools.
- B. Every 5 years following employment or entry into a resulting contract in a capacity described in subsection (A), each person who is so employed or under contract with the City must meet level 2 screening requirements as described in §1012.32, Florida Statutes, at which time the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a resulting contract in a capacity described in subsection (A), the fingerprints of a person who is so employed or under contract with the City are not retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes, the person must file a complete set of fingerprints with the City. Upon submission of fingerprints for this purpose, the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes. The cost of the state and federal criminal history check required by level 2 screening shall be borne by the Contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or engaged to perform a resulting contract in a capacity described in subsection (A) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under a resulting contract in that capacity.
- C. If it is found that a person who is employed or under contract in a capacity described in subsection (A) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

**9.38 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING**



*City of Pembroke Pines*

---

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





*City of Pembroke Pines*

## **SECTION 10 - SPECIAL TERMS & CONDITIONS**

### **10.1 PROPOSAL SECURITY APPLICABILITY AND AMOUNT**

A Proposal Security shall be required, only for bidders that have a total cumulative base proposal amount that exceeds \$200,000. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed.

Note - Contingency is not to be counted in the total amount that the proposal security is based on.

### **10.2 PROPOSAL SECURITY REQUIREMENTS**

For projects in which Proposal Securities are required, each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida. The agent or attorney in fact or other officer who signs a Bid Bond for a surety company must file with such bond a certified copy of their power of attorney authorizing them to do so.

**Scanned Proposal Security:** For projects in which Proposal Securities are required, Proposers must submit a scanned copy of their Proposal Security (certified check, cashier's check or a Bid Bond) with their bid submittal through OpenGov.

**Physical Proposal Security:** For projects in which Proposal Securities are required, Proposers should also submit their original Proposal Security (certified check, cashier's check or a Bid Bond) at time of the bid due date, or they may be deemed as non-responsive. The original Proposal Security should be in a sealed envelope, plainly marked "**BID SECURITY - IFB # RE-25-02 Bunker Sand Replacement and Tee Renovation at Pembroke Lakes Golf Course**" and sent to the:

City of Pembroke Pines,  
City Clerk's Office, 4th Floor,  
601 City Center Way,  
Pembroke Pines, Florida, 33025.

**Opportunity to Cure:** In the event that the proposer fails to submit the scanned and/or the physical proposal security, in the City's sole discretion, the City may allow the proposer to furnish the proposal security within 3 days of written notice of deficiency.

**Successful Proposer:** The Proposal Security of the Successful Proposer will be retained until such Proposer has executed the Contract and furnished the required insurance, payment and performance bonds, whereupon the Proposal Security will be returned. If the Successful Proposer fails to execute and deliver the Contract and furnish the required insurance and bonds within fifteen (15) calendar days of the Notice of Award, CITY may annul the Notice of Award and the entire sum of the Proposal Security shall be forfeited.





*City of Pembroke Pines*

**Three Lowest Proposers:** The Proposal Security of the three (3) lowest Proposers will be returned within seven (7) calendar days after CITY and the Successful Proposer have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Proposal opening, upon the demand of any Proposer at any time thereafter, provided that the Proposer has not been notified of the acceptance of their Proposal.

**All Other Proposers:** Proposal Security of all other Proposer will be returned within seven (7) calendar days after the proposal opening.

### **10.3 PAYMENT AND PERFORMANCE BONDS**

In the event that the awarded contract, not including owner's contingency, exceeds \$200,000, two (2) separate bonds (Payment & Performance Bonds) are required, and both must be approved by the City. The penal sum stated in each bond shall be 100% of the contract price.

Note - Contingency is not to be counted in the total amount that the payment and performance bonds are based on.

**Coverage Period:** The surety company shall only cover the period of performance / construction and not the labor warranty nor the manufacturer's warranty periods.

**Successful Proposer:** Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the Contractor shall execute and furnish to City a performance bond and a payment bond.

**Minimum Requirements of Surety:** Each bond shall be written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

**Performance Bond:** The performance bond shall be conditioned that the Contractor performs the contract in the time and manner prescribed in the contract.

**Payment Bond:** The payment bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall



*City of Pembroke Pines*

---

provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of said Contract which the City may be required to make under the law.

**Recordation of Bonds with the County:** Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.

#### **10.4 OWNER'S CONTINGENCY**

While the specifications contained in this solicitation and any ensuing Purchase Orders or contracts have incorporated all anticipated work to be accomplished, there may be unanticipated work required of the vendor in conjunction with a specific project. For this reason, the City Commission may award a project with an "Owner's Contingency". This contingency or allowance authorizes the City execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. The Owner's Contingency is usually based on a specified percent of the proposed project amount and is established for the specific project being performed under the contract. This dollar amount shall be shown on the specific project purchase order as a distinct item from the vendor's overall offer to determine the total potential dollar value of the contract. It is hereby understood and agreed that the vendor shall not expend any dollars in connection with the Owner's Contingency without the expressed prior approval of the City's authorized representative. Any Owner's Contingency funds that have not been utilized at the end of the project will remain with the Owner, the contractor shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses that were approved by the City's authorized representative.

#### **10.5 TAX SAVER PROGRAM**

The Contractor shall cooperate on certain projects to allow the City to avail itself of a sales tax savings program.

#### **10.6 RELEASE OF LIEN**

Contractor must provide an executed Partial/Final Release of Lien utilizing the City's standard Release of Lien Form in order for the City to release any payments to the Contractor.

#### **10.7 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS**

The City of Pembroke Pines has an exclusive solid waste franchise agreement with Waste Pro of Florida, Inc. for the collection and disposal of all solid waste including construction and demolition (C & D) debris. All applicants for bids to perform construction work for the City of Pembroke Pines shall be subject to the requirements found in the City's exclusive solid waste franchise agreement and must contract Waste Pro of Florida, Inc. for the collection and disposal of all construction and demolition debris generated at such construction job sites.



*City of Pembroke Pines*

---

For the current applicable rates and fees for Waste Pro of Florida, Inc. dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact David Perez, Waste Pro's Pembroke Pines Sales Representative at (954) 967-4200 or [dperez@wasteprousa.com](mailto:dperez@wasteprousa.com).

For further information related to the solid waste franchise requirements, please contact Rose Colombo, Solid Waste Franchise Agreement Contract Manager, at (954) 518-9011 or [rcolombo@ppines.com](mailto:rcolombo@ppines.com).

For solid waste franchise enforcement questions, please contact the City of Pembroke Pines Code Compliance Unit at (954) 431-4466.



City of Pembroke Pines

**Procurement**

Mark Gomes, Procurement Director  
601 City Center Way, Pembroke Pines, FL 33025  
(954) 431-4884

**ADDENDA REPORT**IFB No. RE-25-02Bunker Sand Replacement and Tee Renovation at Pembroke Lakes Golf Course

RESPONSE DEADLINE: April 29, 2025 at 2:00 pm

Wednesday, May 14, 2025

**Addenda Issued:****Addendum #1***Apr 8, 2025 9:01 AM*

The information of Sod has been added. The Q& A will open up so you can ask questions. Also, Hole 12 was changed from Gold to White.

Please use the [See What Changed](#) link to view all the changes made by this addendum.

**Addendum #2***Apr 8, 2025 9:04 AM*

Hole 12 was changed from Gold to White.

Please use the [See What Changed](#) link to view all the changes made by this addendum.

**Addendum #3***Apr 8, 2025 10:01 AM*

The Q& A and Bid has been extended by a week. Please use the [See What Changed](#) link to view all the changes made by this addendum.

**Addendum #4***Apr 8, 2025 12:43 PM*

We would like to invite you to an additional pre-bid meeting for those who wish to take site measurements. This will be an opportunity to gather necessary details to ensure accurate proposals.

An additional pre-bid meeting is scheduled for Thursday, April 10th, at 10:00 AM at 10500 Taft St. , Pembroke Pines, FL 33026

- Attendance at a pre-bid meeting is mandatory for those who have not yet participated.
- Vendors who have already attended a prior pre-bid meeting are not required to attend this additional session

**Addenda Acknowledgements:**

ADDENDA REPORT

Invitation For Bid - Bunker Sand Replacement and Tee Renovation at Pembroke Lakes Golf Course

Page 1

## ADDENDA REPORT

IFB No. RE-25-02

Bunker Sand Replacement and Tee Renovation at Pembroke Lakes Golf Course

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
SSS Down to Earth Opco, LLC	X	Apr 28, 2025 10:51 AM	Nathan Branz
Miliani Construction Corp.	X	Apr 23, 2025 5:49 PM	Adolfo Miliani
T.MAC WILDER & ASSOCIATES,LLC	X	Apr 29, 2025 12:48 PM	THOMAS WILDER

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
SSS Down to Earth Opco, LLC	X	Apr 28, 2025 10:52 AM	Nathan Branz
Miliani Construction Corp.	X	Apr 23, 2025 5:49 PM	Adolfo Miliani
T.MAC WILDER & ASSOCIATES,LLC	X	Apr 29, 2025 12:48 PM	THOMAS WILDER

Addendum #3

Proposal	Confirmed	Confirmed At	Confirmed By
SSS Down to Earth Opco, LLC	X	Apr 28, 2025 10:52 AM	Nathan Branz
Miliani Construction Corp.	X	Apr 23, 2025 5:49 PM	Adolfo Miliani
T.MAC WILDER & ASSOCIATES,LLC	X	Apr 29, 2025 12:48 PM	THOMAS WILDER

Addendum #4

Proposal	Confirmed	Confirmed At	Confirmed By
SSS Down to Earth Opco, LLC	X	Apr 28, 2025 10:52 AM	Nathan Branz
Miliani Construction Corp.	X	Apr 23, 2025 5:49 PM	Adolfo Miliani
T.MAC WILDER & ASSOCIATES,LLC	X	Apr 29, 2025 12:48 PM	THOMAS WILDER

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD[YY])
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
		INSURERS AFFORDING COVERAGE
INSURED		INSURER A:
<b>YOUR COMPANY NAME HERE</b>		INSURER B.
		INSURER C.
		INSURER D.
		INSURER E.
		<b>Companies providing coverage</b>

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDIYY)	POLICY EXPIRATION DATE (MM/DDIYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	<b>Must Include General Liability</b>			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				<b>SAMPLE CERTIFICATE</b>
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				
	<b>EXCESS LIABILITY</b> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				
	<b>OTHER</b>				
					AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

Certificate must contain wording similar to what appears below

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	City Must Be Named as Certificate Holder	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, MAIL 30 DAYS WRITTEN LEFT.
		AUTHORIZED REPRESENTATIVE



City of Pembroke Pines

## FINAL/PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of \$ [Payment Amount] and other valuable consideration, paid by **City of Pembroke Pines**, receipt of which is hereby acknowledge, hereby releases and quit claims to the said [Contractor Name] its successors and assigns, and

**City of Pembroke Pines**

The owner, all liens, lien rights, claims and demands of any kind whatsoever, which the undersigned now has or might have against the building on premises legally described as:

[Description]  
**PO #:** [PO #]

**Invoice #:** [Invoice #]

On account of labor performed and/or material furnished for the construction of any improvements thereon. That all labor and materials used by the undersigned in the erection of said improvements have been fully paid for:

Witnesses:

**CONTRACTOR**  
**[NAME OF CONTRACTOR]**

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA     )  
  ) ss:  
COUNTY OF BROWARD )

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared [Contractor's Representative] as [Job Title] of [Name of Contractor], personally known to me, or who has produced \_\_\_\_\_ as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that (s)he executed the same and that (s)he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Print or Type Name

My Commission Expires:

**Pembroke Lakes Golf Course Bunker Renovation**

<b>Hole #</b>				<b>Estimated Square Feet</b>
Hole # 1	Right Bunker	1.1		1940
Hole # 2	Left Front	2.1		4000
Hole # 3	First Left	3.1		5675
	Second Left	3.2		3710
	First Right	3.3		5400
	Second Right	3.4		3400
	Third Right	3.5		4650
Hole # 4	None			
Hole # 5	Right Bunker	5.1		3275
Hole # 6	Left Bunker	6.1		2845
Hole # 7	None			2840
Hole #8	First Right	8.1		4800
	Second Right	8.2		1575
Hole #9	First Left	9.1		2000
	Second Left	9.2		2540
Hole # 10	First Left	10.1		1575
	Second Left	10.2		1800
	First Right	10.3		2200
	Second Right	10.4		2040
Hole # 11	Left Bunker	11.1		1600
Hole #12	Left Bunker	12.1		2550
Hole # 13	None			
Hole #14	None			
Hole # 15	None			
Hole # 16	Left Bunker	16.1		2850
	Right Bunker	16.2		1800
Hole # 17	Left Bunker	17.1		2375
	First Right	17.2		1800
	Second Right	17.3		1800
	Third Right	17.4		2100
Hole # 18	Left Bunker	18.1		1400
				<b>74540</b>



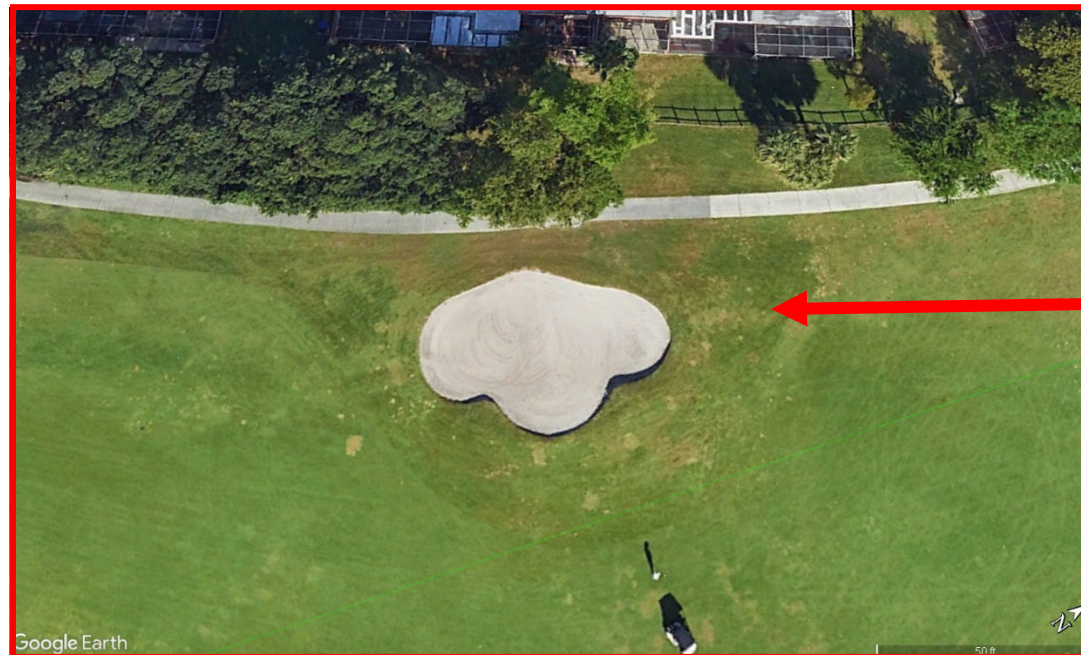
**Pembroke Lakes Golf Course Tee Renovation**

<b><u>Hole #</u></b>		<b><u>Strip/Level/Regrass</u></b>	<b><u>Strip/Regrass</u></b>	<b><u>Estimated Square Feet</u></b>
1	White Tee	3000	1000	4000
6	White Tee	3000	1000	4000
6	Green Tee	3000	1000	4000
11	White Tee	3000	1000	4000
12	White Tee	3000	1000	4000
16	Gold Tee	3000	1000	4000
18	Gold Tee	3000	1000	4000
Total Sq Ft		21000	7000	28000



1.1





2.1





Third Right  
3.5

Second  
Right 3.4

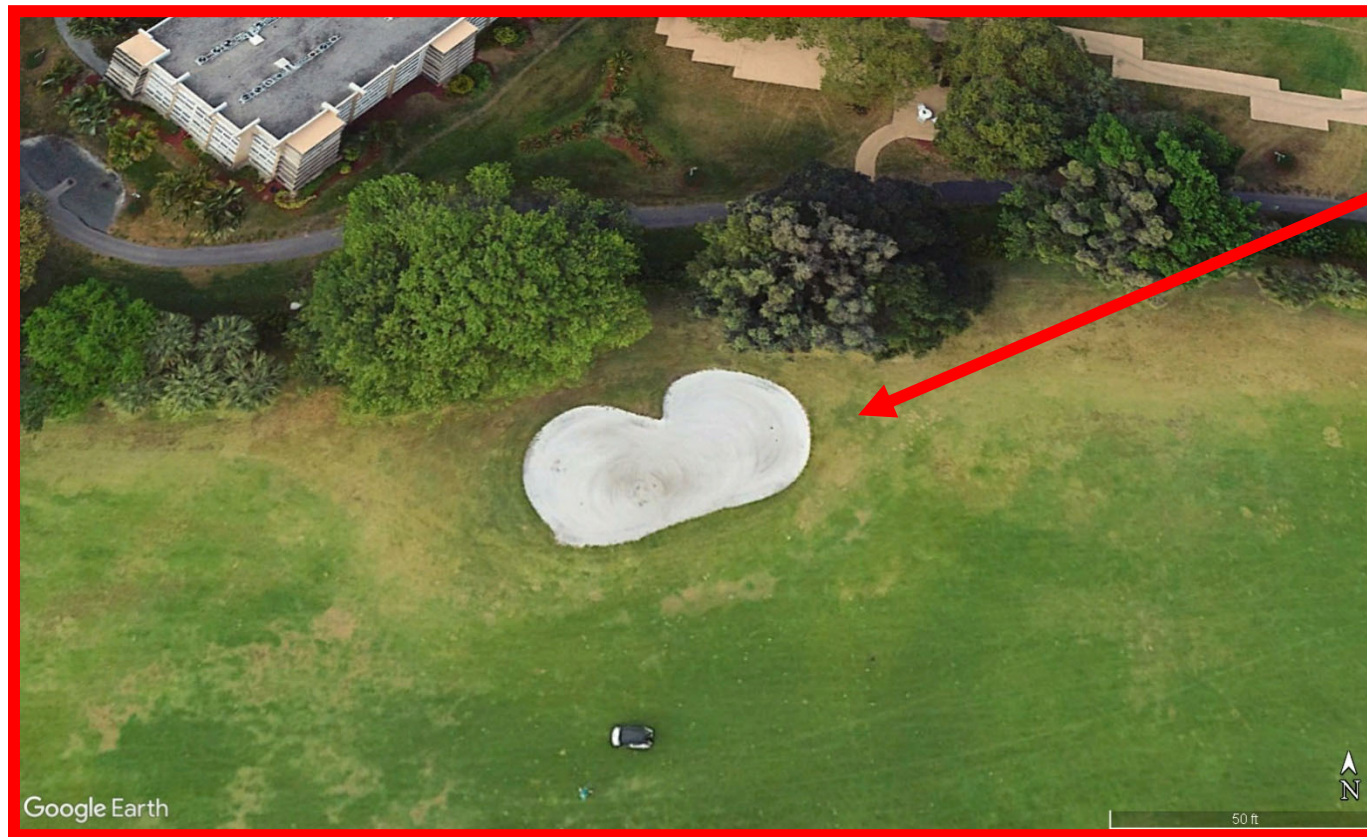
First Right  
3.3

Second  
Left 3.2

First Left  
3.1







5.1

Google Earth

50 ft





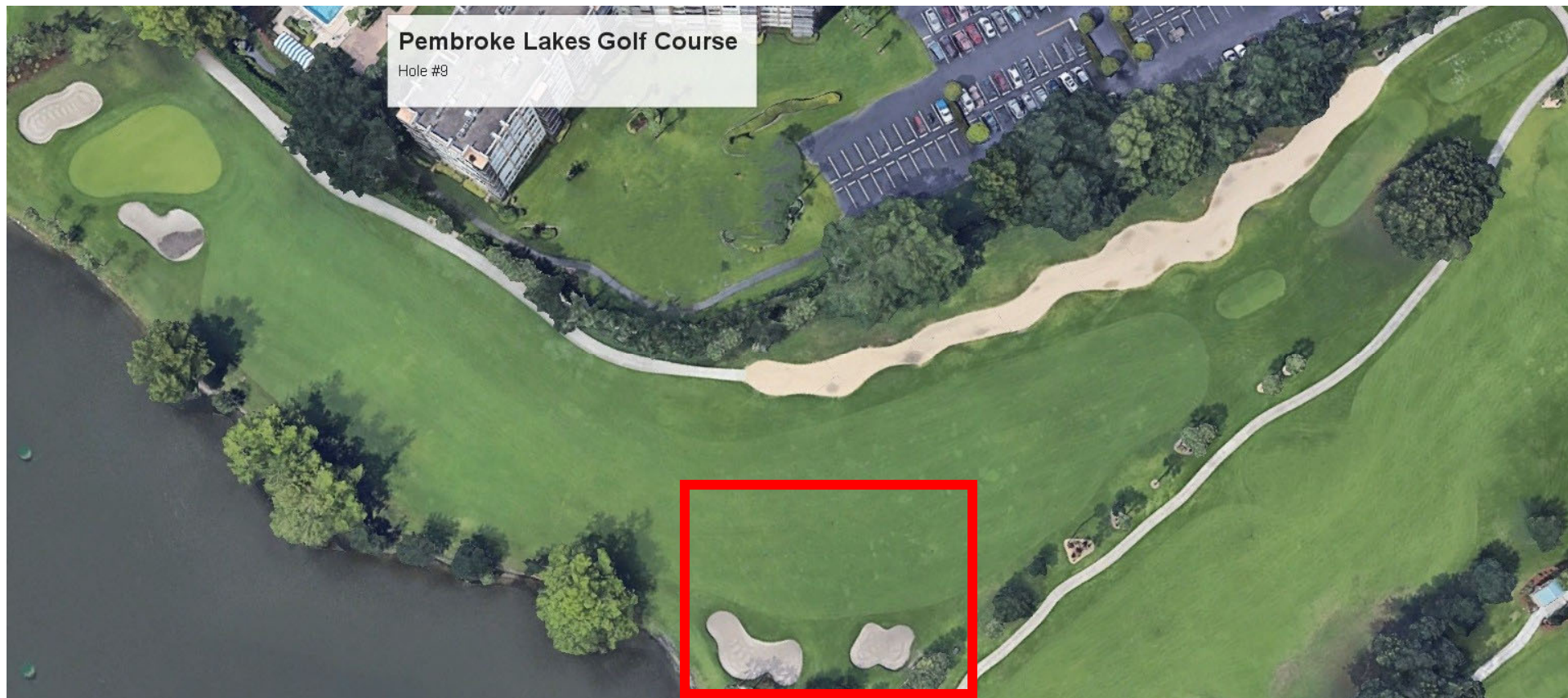
Left Front  
6.1











Second  
Left 9.2



First Left  
9.1





First Left  
10.1

First Right  
10.3

Second Left  
10.2



Second  
Right 10.4





11.1

Google Earth

40 ft











Right 16.2

Left 16.1







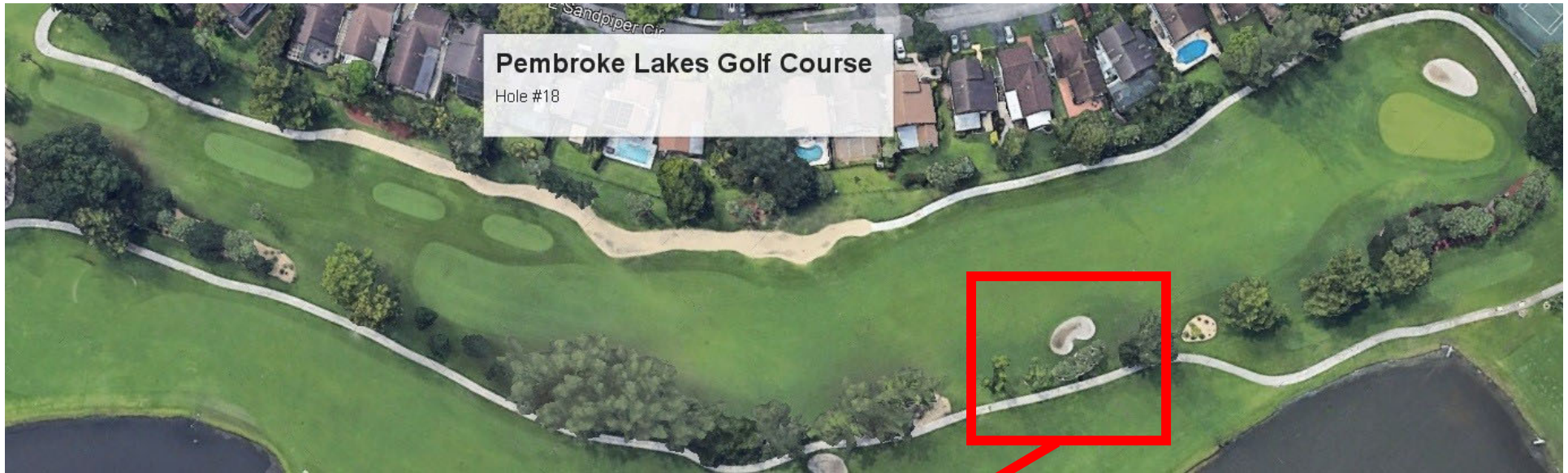
Third Right  
17.4

Second  
Right 17.3

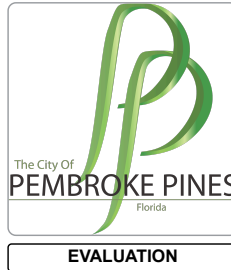
Left 17.1

First Right  
17.2





18.1



## Bunker Sand Replacement and Tee Renovation at Pembroke Lakes Golf Course

Invitation For Bid

Recreation & Cultural Arts

33500, 51500, 59500, 65000, 67500... show all

Project ID: RE-25-02

Release Date: Wednesday, March 26, 2025

Due Date: Tuesday, April 29, 2025 2:00pm

Posted Wednesday, March 26, 2025 6:02pm

Bid Unsealed Tuesday, April 29, 2025 2:31pm by Debra Rogers

Pricing Unsealed Tuesday, April 29, 2025 2:31pm by Debra Rogers

All dates & times in Eastern Time

Edit Preview

### 1. NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

IFB # RE-25-02

#### Bunker Sand Replacement and Tee Renovation at Pembroke Lakes Golf Course

Solicitations may be found on the City of Pembroke Pines website under the Procurement Department at <http://www.ppines.com/index.aspx?NID=667>, and may be downloaded directly from the OpenGov platform at <https://procurement.opengov.com/portal/pembrokepines>.

**For Technical Support**, proposers can reach the OpenGov Service Desk between 7:00 am to 10:00 pm from Monday through Friday via the following methods:

- Chat (preferred method): Click the button in the lower right-hand corner of the portal.
- E-mail: [procurement-support@opengov.com](mailto:procurement-support@opengov.com)
- Phone: 1 (650) 336-7167

If additional help is needed with downloading the solicitation package please contact the Procurement Department at (954) 518-9020 or by email at [purchasing@ppines.com](mailto:purchasing@ppines.com). The Procurement Department hours are between 7:00 am to 6:00 pm on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, FL 33026.

Bidders shall submit all questions regarding this bid via the City's e-Procurement Portal, located at <https://procurement.opengov.com/portal/pembrokepines>. Please note the deadline for submitting questions. All answers will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the bidder's responsibility to check the portal for updates. Only written responses issued through the OpenGov platform will be considered official for interpretations or clarifications.

**Proposals will be accepted until 2:00 pm on Tuesday, April 29, 2025, electronically at**

**<https://procurement.opengov.com/portal/pembrokepines/projects/143020>**.

**Bid Opening:** The sealed electronic proposals will be publicly opened at 2:30 pm, on the bid due date, by the City Clerk's Office, in the **City Clerk's Office Conference Room located on the 4<sup>th</sup> Floor in the Charles F. Dodge City Center**/City Hall Administration Building, located at 601 City Center Way, Pembroke Pines, Florida, 33025.

**Virtual Bid Opening:** In light of public health concerns and to ensure accessibility for all, the City encourages interested parties, vendors, and the public to participate virtually via live streaming instead of attending the meeting in person. As a result, meetings may be a combination of in-person and virtual, all as provided by law. To virtually attend the bid opening, please use the Cisco Webex Meetings platform.

**Virtual Meeting Details:**

- WebEx Meeting Link: <https://ppines.webex.com/meet/purchasing>
- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>.

To ensure an efficient meeting process, participants are requested to mute their audio and camera during the meeting. While the public is welcome to attend the virtual bid opening, **please note that active participation and commenting will not be allowed during the proceedings.**

For further information about the bid opening or assistance in accessing the virtual meeting, please contact:

David Gamez or other Procurement Staff in the Procurement Department  
City of Pembroke Pines  
8300 South Palm Drive,  
Pembroke Pines, FL 33025  
(954) 743-1885 or 954-518-9020  
[purchasing@ppines.com](mailto:purchasing@ppines.com)





City of Pembroke Pines

## Procurement

Mark Gomes, Procurement Director  
601 City Center Way, Pembroke Pines, FL 33025  
(954) 431-4884

### QUESTION & ANSWER REPORT

IFB No. RE-25-02

### Bunker Sand Replacement and Tee Renovation at Pembroke Lakes Golf Course

RESPONSE DEADLINE: April 29, 2025 at 2:00 pm

Wednesday, May 14, 2025

## Approved, Unanswered Questions

## Approved, Answers Provided

### 1. Turf Specs

*Apr 7, 2025 4:38 PM*

**Question:** Based on what was discussed at the prebid meeting, we would greatly appreciate it if you could send us the specifications for the turf that will be required for the tee renovation. We also request your help in sending us the specifications for the type of grass that will be required for the strip around the bunkers and the tees that will be repaired. If you have a preferred vendor who can provide this material, we would also appreciate it if you could send us their contact information.

*Apr 7, 2025 4:38 PM*

**Answered:** Per the updated Scope of work the grass used will be Platinum Paspalum Sod. The Tee list has been updated and is accurate.

*Apr 8, 2025 10:22 AM*

### 2. Sand Specs

*Apr 7, 2025 4:46 PM*

**Question:** Based on what was discussed at the prebid meeting, I would greatly appreciate it if you could send us the final specifications for the sand that will be required for the bunker renovation. If you have a preferred vendor to supply this material, we would also appreciate it if you could send us their contact information.

## QUESTION & ANSWER REPORT

IFB No. RE-25-02

Bunker Sand Replacement and Tee Renovation at Pembroke Lakes Golf Course

---

*Apr 7, 2025 4:46 PM*

**Answered by:** Per the updated scope of work it will be G-Angled Bunker Sand.

*Apr 8, 2025 10:22 AM*

### 3. Prevailing Wage

*Mar 27, 2025 4:44 PM*

**Question:** Is there prevailing wage requirements for this project?

*Mar 27, 2025 4:44 PM*

**Answered by:** Prevailing wage applies to projects that are federally funded. This project will not be using federal funds, therefore no requirement for prevailing wage will be applicable.

*Apr 8, 2025 11:19 AM*

### 4. Bunker Sand

*Apr 10, 2025 8:04 AM*

**Question:** In the Pre-Bid Meeting, it was very unclear what is a G-Angled Sand. Could you send us the required specifications for the sand that will be required for the bunker renovation? Is G-Angled Sand outlined in the USGA recommendations?

*Apr 10, 2025 8:04 AM*

**Answered by** It was clear at the end of the meeting with the vendors that we will only accept G angle sand. Currently it is exclusively sold by Golf Agronomics Supply and Handling – (800)-626-1359. This is the current sand we use since the inception of the golf course.

*Apr 10, 2025 12:06 PM*

### 5. Tee Area

*Apr 10, 2025 12:37 PM*

**Question:** Would management be receptive to spraying to kill all the tee areas to be disturbed and then Rotadairon tilling the tee areas (save all the valuable dirt in place) instead of stripping them and hauling away all the spoils?

*Apr 10, 2025 12:37 PM*

**Answered by:** No.

*Apr 10, 2025 12:41 PM*

### 6. Bunker 18

## QUESTION &amp; ANSWER REPORT

IFB No. RE-25-02

Bunker Sand Replacement and Tee Renovation at Pembroke Lakes Golf Course

---

*Apr 10, 2025 12:38 PM*

**Question:** Double checking #18 bunker location, is it really the right fairway bunker closer to the green, not the left fairway/cart path bunker closer to the tee which appears to be more of a waste area connecting cart paths?

*Apr 10, 2025 12:38 PM*

**Answered by:** Waste area is not part of the project. It is the right fairway bunker. The only one we have.

*Apr 10, 2025 12:41 PM*

## 7. Sand Depth

*Apr 10, 2025 12:39 PM*

**Question:** Wanted to confirm sand depth is to be installed at 3" and then compacted (result would be 2-2 ½" depth), not 3 ½-4" depth installed and then compacted to achieve a 3" depth?

*Apr 10, 2025 12:39 PM*

**Answered by:** 3 total inches installed and compact.

*Apr 10, 2025 12:41 PM*

## 8. Dirt Fill

*Apr 10, 2025 12:41 PM*

**Question:** Please confirm the amount of 80/20 fill dirt in tons or yards, so we are all bidding apples to apples?

*Apr 10, 2025 12:41 PM*

**Answered by:** Yes, 100 tons total.

*Apr 10, 2025 12:41 PM*