

TOWN OF GOLDEN BEACH REQUEST FOR PROPOSALS (RFP) NO. 2024-002 CONSTRUCTION OF WELLNESS CENTER

Town of Golden Beach Council:

Mayor Glenn Singer Vice Mayor Bernard Einstein Councilmember Kenneth Bernstein Councilmember Judy Lusskin Councilperson Jaime Mendal

> Town of Golden Beach 100 Ocean Boulevard Golden Beach, Florida 33160

DATE ISSUED: December 20, 2024

SUBMISSION DEADLINE: February 24, 2025

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PUBLIC NOTICE



TOWN OF GOLDEN BEACH REQUEST FOR PROPOSALS (RFP) No. 2024-002 CONSTRUCTION OF WELLNESS CENTER

NOTICE IS HEREBY GIVEN that the Town of Golden Beach ("Town") is soliciting sealed proposals from qualified firms for the CONSTRUCTION OF WELLNESS CENTER ("Project" or "Work"). Interested firms and individuals ("Proposer(s)") may pick-up a copy of the Request for Proposals ("RFP") No. 2024-002 from the Town Clerk's Office, Town Hall, 100 Ocean Boulevard, Golden Beach, Florida 33160, or may download it from the Town's website at www.goldenbeach.us, or through the Onvia DemandStar portal (www.demandstar.com). If Proposers elect to use DemandStar, it is strongly encouraged to register with the system to receive notifications pertaining to this solicitation. It is the Proposer's sole responsibility to ensure receipt of any issued notice or addenda relating to this RFP once posted to DemandStar and the Town's website. The RFP contains initial detailed and specific information about the scope of Work, submission requirements, and evaluation and selection procedures. The Town intends to issue an Addendum to this RFP the week of January 6, 2025 with additional information and specifications regarding the Project.

One (1) original, four (4) hard copies, and one (1) electronic copy on a USB drive of the completed and executed Proposals, and one (1) Project Board with materials recommendations, must be delivered no later than **February 24**, **2025 at 2:00 PM** ("Submission Deadline"), to the following address:

Town of Golden Beach Town Hall Town Clerk's Office 100 Ocean Boulevard Golden Beach, Florida 33160

Proposals will be opened publicly on February 24, 2025, at 2:15 PM. The Town reserves the right to reject late submissions, at the sole discretion of the Town Manager or his designee. The envelope containing the sealed Proposal must be clearly marked as follows:

SEALED PROPOSAL RFP NO. 2024-002

CONSTRUCTION OF WELLNESS CENTER

Date Issued: December 20, 2024

Submission Deadline: February 24, 2025, at 2:00 p.m.

TOWN OF GOLDEN BEACH, FLORIDA

REQUEST FOR PROPOSALS (RFP) NO. 2024- 002 CONSTRUCTION OF WELLNESS CENTER

SECTION 1 INTRODUCTION AND SCOPE OF WORK

1.1. INTRODUCTION.

The Town of Golden Beach, Florida ("Town"), a municipality located in Miami-Dade County, Florida, is seeking proposals from qualified firms ("Proposers") to provide all work necessary for the construction of the Town's Wellness Center (the "Project" or the "Work" as further defined herein). Specifically, construction for the Project shall include the performance and provision of all labor, materials and equipment necessary to construct the Town's Wellness Center on the real property owned by the Town and consisting of approximately 21,600 square feet of land, as further described and depicted on the Survey attached hereto and made a part hereof as Attachment "A" (the "Site" as further defined herein).

Sixty percent (60%) Construction Drawings prepared by Dempsey Design, are attached hereto and incorporated herein in the following link: <u>Construction Plans, Drawings and Specs</u> and as Attachment "B" (the "Wellness Center Drawings and Specifications") (the "Work"). The Work shall include, but shall not be limited to the following, as further described under Section 1.4 of this RFP and the Wellness Center Drawings and Specifications: a two-story and rooftop building and ancillary recreational facilities, including a community lounge, restrooms, a billiards room, arcade, kids room, pantry, gym, Zen multi-use room, Pilates room, spinning area, weights, outdoor covered area, outdoor children's play area, stage, garden and lawn area, and bicycle and parking facilities

The RFP contains initial detailed and specific information about the scope of Work, submission requirements, and evaluation and selection procedures. The Town intends to issue an Addendum to this RFP the week of January 6, 2025 with additional information and specifications regarding the Project.

1.2. BACKGROUND.

The Town is an ocean-front community that covers approximately 1.8 square-miles and is bounded on the east by the Atlantic Ocean, on the west by the Intracoastal Waterway, on the south by the City of Sunny Isles Beach, and on the north by the City of Hallandale Beach. The Town was incorporated 90 years ago in 1929 and is among the oldest municipalities in Miami-Dade County. The Town was founded, and has remained, as one of purely single-family homes.

Since its incorporation in 1929, Golden Beach has become one of the most desirable places to live in South Florida. This small quiet community has maintained its family lifestyle in a mile-long sanctuary of 364 single-family homes that are mostly located on the Intracoastal and its waterways or directly on the Atlantic Ocean. The Town Charter protects the Town from commercial activity

of any kind and forbids the construction of high-rise condominiums that saturate so many beach front communities in South Florida. A beautiful mile and one-eighth of private beach with a historic Beach Pavilion, nine parks, and a committed sense of community have attracted talented, discerning residents from all over the world to this idyllic town located only 18 miles from Miami International Airport and 15 miles from Ft. Lauderdale International Airport, and Port Everglades.

An elected Mayor and four Council Members govern the Town, with elections being held every two years. Day-to-day affairs of the Town are under the leadership of a <u>Town Manager</u> who is appointed by the Town Council. The Council also employs a <u>Town Clerk</u> and a <u>Town Attorney</u>.

Like many municipalities in Miami-Dade County, the Town has grown tremendously with respect to population and property values, especially during the latest population boom of the late 1990's and early 2000's. With that growth the Town has been able to maintain a steady level of services while controlling the fiscal growth of the Town.

Our 364 single family homes, nine parks and private beach access make Golden Beach a unique Town. Although the Town has just over 50 employees, it provides all the services of a larger community, such as employing its own Police Department (community patrol division, detective bureau, K-9 division, and marine patrol unit), Building & Zoning Department, Public Works Department, Sanitation Division, Parks and Recreation Department, Code Enforcement Office, Town Clerk's Office, Human Resources Department, Finance Department, Resident Services Department, Life Guards, and Community Development Specialists.

1.3. PROJECT LOCATION.

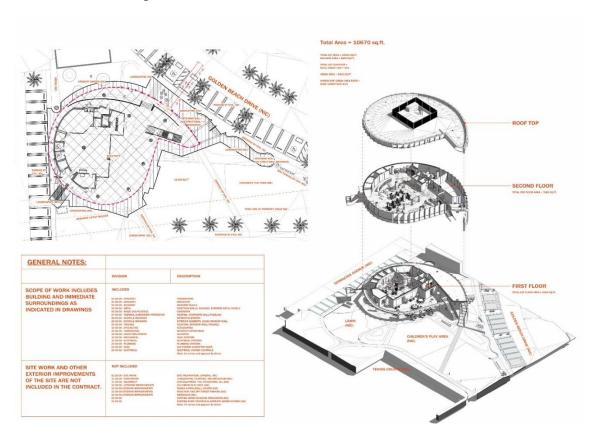
The Project Site is currently improved and is located at 100 Ocean Boulevard, Golden Beach, Florida, and consists of multiple parcels totaling approximately 21,600 square feet, under Miami-Dade County Folio No. 19-1235-004-1080, as further described and depicted on the Survey attached hereto as Attachment "A" (the "Site"). The Project will only be located on a portion of the Site where the existing building is located.

1.4. PROJECT NARRATIVE; SCOPE OF WORK.

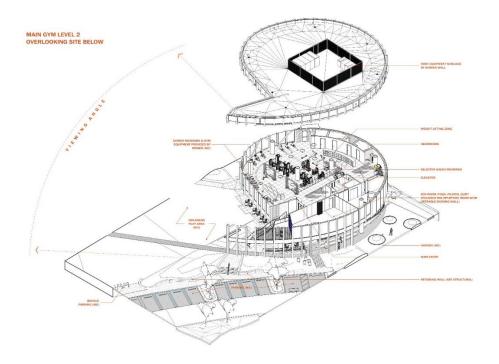
A. Introduction.

The Town desires to engage a qualified firm ("Proposer" or "Contractor") to construct the Project. Specifically, construction for the Project shall include the performance and provision of all labor, materials and equipment necessary to construct the Town's Wellness Center at the Site, in accordance with the Wellness Center Drawings and Specifications attached hereto as Attachment "B" prepared by Eric Dempsey Architect, LLC, with Jezerinac Group, PLLC as the Structural Engineer and ECF Engineering Consultants as the Mechanical Electrical and Plumbing (MEP) Engineer. Construction of the Project in accordance with the Wellness Center Drawings and Specifications will require construction of concrete structure, foundations, pilings, exterior envelope, MEP and Fire Safety systems, interior / exterior lighting, interior / exterior wall finishes, casework, loose furniture and fixtures.

B. General Requirements.



The Project will include a two-story building and ancillary recreational facilities, together with: a community lounge, restrooms, a billiards room, arcade, kids room, pantry, gym, Zen multiuse room, Pilates room, spinning area, weights, outdoor covered area, outdoor children's play area, stage, garden and lawn area, bicycle and parking facilities, an elevator, and other features outlined in the Wellness Center Drawings and Specifications. The first floor of the Wellness Center will serve as a community center for the residents of the Town, seamlessly connecting with the surrounding park and tennis courts, and the second floor will feature a modern gym facility equipped with aerobic machines and free weights.



The building structure utilizes a two-way flat plate concrete system supported by pilings. The floor slabs and faceted slab edges are meticulously dimensioned in the drawings. The Proposer is required to review both the architectural and engineering design drawings in their entirety.

Lighting Specifications and Materials Specifications are included as part of Attachment "B."

C. Narrative Vision.



The Project will feature an expansive covered porch that creates an architecture of welcoming. A generous retreat from the intense sun and heavy rainfall in South Florida. The Project will invite visitors inwards through cascading monumental staircases flanking the Site surroundings below.

The first-floor community lounge, lift lobby, children's playroom, restrooms, and kitchenette are designed to blend seamlessly with the building's exterior and covered porch. Natural plantings and green elements in the interior blend with the outdoors. The warmth of wood balances the cool concrete exterior, while vertical wooden slats and acoustic paneling mimic the verticality of the exterior columns on a smaller scale.



Durable carpet tile and terrazzo flooring ensure functionality and style. Brass lettering spelling out "Golden Beach" is inset into the main entry floor, paying homage to the previous Town Hall building. Dimmable interior lighting enhances the atmosphere, creating a sense of warmth and comfort.

The second floor features a state-of-the-art 7,300-square-foot gym facility, complete with multipurpose yoga and Pilates rooms separated by an operable dividing wall. The design of the open gym includes free weights, selector-based machines, cardio, and a flexible floor plan to accommodate future adaptations and the latest equipment.



The flooring primarily consists of thick rubber sports flooring in the open gym area. The exposed open ceiling includes modern pendant lighting and spiral ductwork above. Suspended pendant lighting is evenly distributed throughout the space, while a decorative LED light strip zigzags along the perimeter of the open gym, encircling the area and creating a dynamic effect with adjustable lighting controls.

The multi-use "Zen Room" is designed to be a peaceful, quiet space for floor-based exercises such as yoga, dance, stretching, Pilates, and more. The room features luxury vinyl tile flooring in a two-tone natural wood pattern, while the ceiling is a simple painted gypsum board with a soft edge and LED light washing the window cove.



The lighting is dimmable, and roller shades along a track are included for the perimeter windows.

Reference Drawing of Building Scope of Work

The Town will allow the Successful Proposer to provide input on suitable, cost-effective alternative materials in the Proposal submission. Material and product specifications included in

the Wellness Center Drawings and Specifications are provided as a reference, and the Successful Proposer will be required to match the performance characteristics, quality expectations, and aesthetic intent of the original design. Proposals must specify if alternatives are included in the pricing. Proposers are required to provide a product board with the submission.

The Project budget is fixed by the Town.

1.4.1. PERFORMANCE TIME/SCHEDULE.

The Town intends that all Work shall be completed no later than 365 calendar days after the date of issuance of the Town's Notice to Proceed. The Work for the construction of the Town's Wellness Center shall be completed in its entirety and opened for public use for the Project to be considered substantially complete. This is a time sensitive Project and by responding to this RFP, the Contractor understands that all Work will be performed within the stated time. Substantial completion will be determined upon receipt of a Temporary Certificate of Occupancy (TCO) for the Project.

- 1.4.2. PERMITS. Permits shall be required for all Work performed by the Contractor. It is the Contractor's responsibility to verify ALL permits that are needed to complete the Work. The Contractor shall be responsible for obtaining all necessary permits/licenses, from the Town and all applicable jurisdictional agencies on the Project, including but not limited to:
 - 1.4.2.1. Exemption verification from the Florida Department of Environmental Protection (FDEP), Army Corp of Engineers (ACOE), and Miami-Dade Department of Regulatory and Economic Resources Department Division of Environmental Resources (DERM). An FDEP National Pollutant Discharge Elimination System Permit shall be required.
 - 1.4.2.2. All Required Town of Golden Beach Building Permits, including Sub-Permits issued to Sub-Contractors.
 - 1.4.2.3. Permit fees will be paid by the Contractor and submitted to the Town for reimbursement.

END OF SECTION 1

SECTION 2.

SCHEDULE OF EVENTS AND PROCESS; PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION

2.1 SCHEDULE OF EVENTS.

The following schedule of events shall govern this RFP. The Town reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date	Time (EST)
1	Advertisement/ Distribution of RFP (Cone of Silence Begins)	December 20, 2024	INSERT
2	Mandatory Pre-Proposal Meeting Dates	January 16, 2025	2:00 PM
		January 23, 2025	2:00 PM
3	Closing Date for Proposer Questions/Requests for Information/Clarifications	January 31, 2025	5:00 PM
4	Town Answers to Questions/Information/Clarifications by Proposers and Addenda Issued by Town	February 7, 2025	5:00 PM
5	Proposals Submission Due & Opened	February 24, 2025	2:00 PM 2:15 PM
6	Evaluation Committee Meeting(s)	TBD	TBD
7	Presentations by Top Ranked Proposers (if requested by Evaluation Committee)	TBD	TBD
8	Town Manager Issues Recommendation to Council	TBD	TBD
8	Council Meeting to Select Contractor(s) and Approve Agreement(s)	TBD	TBD
9	Presentations by Proposers to Council (if requested by Town Manager and/or Council)	TBD	TBD

2.2 PROPOSAL SUBMITTAL DEADLINE.

All Proposals must be received by **February 24, 2025 at 2:00 PM ("Submission Deadline")** at the Town Clerk's Office, Attention: Lissette Perez, 100 Ocean Boulevard, Golden Beach, Florida 33160.

Proposals received after the Submission Deadline will not be considered and shall be returned, unopened.

All Proposals received will be publicly opened and announced on **February 24, 2025 at 2:15 PM** at the Town Civic Center Council Chambers, 100 Ocean Boulevard, Golden Beach, Florida 33160.

2.3 PRE- PROPOSAL SUBMISSION CONFERENCE.

Mandatory pre-proposal submission conferences are scheduled for January 16, 2025, at 2:00 PM and January 23, 2025, at 2:00 PM, at the Town of Golden Beach, Civic Center Council Chambers, 100 Ocean Boulevard, Third Floor, Golden Beach, Florida 33160. Interested Proposers are required to attend one of the two pre-proposal submission conferences. All persons attending the pre-proposal submission conference may ask questions or seek additional information regarding the Project.

2.4 REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATIONS; ADDENDA.

Requests for additional information or clarifications must be received by Town Clerk, Lissette Perez, no later than **January 31, 2025 at 5:00 PM.** Any questions regarding this RFP are to be submitted either in writing or via e-mail directly to Lissette Perez, Town Clerk, at LPerez@goldenbeach.us. The request for additional information and clarification must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, and e-mail. Written requests for additional information or clarifications to this RFP shall be addressed directly to Lissette Perez, Town Clerk, at: **Town Clerk's Office, Town of Golden Beach, 100 Ocean Boulevard, Golden Beach, Florida 33160.**

The Town will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Addenda deadline provided in this RFP. All persons attending the mandatory pre-proposal conference will receive the Town's response. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

If the Town finds it necessary to add to, or amend this RFP prior to the Proposal Submission Deadline, the Town will issue written addenda/addendum. Each Proposer must acknowledge receipt of each addendum by signing the Acknowledgement of Addendum (Form 4) and providing it with its Proposal.

2.5 PROPOSAL SUBMISSION REQUIREMENTS AND FORMAT.

Proposers must submit one (1) original, four (4) copies, one (1) electronic copy on a USB drive, and one (1) Project Board with materials recommendations, to the Town Clerk by the **Submission Deadline, February 24, 2025, at 2:00 PM.** Proposals must be typed in typeface Times New Roman font size 12 (or Arial font size 11) or filled in with ink and submitted on 8 ½" x 11" size paper, using a single method of fastening. Each Proposer must present its experience, technical knowledge and expertise, and any other applicable information regarding the Proposer's

qualifications in a clear and concise manner that demonstrates the Proposer's capabilities to satisfy the requirements of this RFP.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, Proposers shall submit a Proposal that includes all of the following information/documentation, appropriately tabbed, in this <u>exact</u> order ("Proposal"). Failure to do so may render a Proposal as non-responsive. **Proposers shall label, tab, and organize proposal submittal documents utilizing the following format as outlined below:**

- **2.5.1. Tab A. Letter of Transmittal.** A Letter of Transmittal with Proposer's business name, address, and telephone number; name and all contact information for individual that will serve as "Project Manager," a primary liaison between the Proposer and the Town; summarizing in a brief and concise manner the Proposer's understanding of the scope of Work for the Project and make a positive commitment to timely perform the Work. The Letter of Transmittal shall also include a statement indicating the Proposer's interest in, knowledge of, and resources necessary to provide the Work for the Project described in this RFP. An agent authorized to contractually bind Proposer must sign the Letter of Transmittal indicating the agent's title or authority. *The transmittal letter shall not exceed two pages in length.*
- **2.5.2 Tab B. Table of Contents.** A Table of Contents outlines in sequential order the major areas of the Proposal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents and shall be in the order required by this RFP.
- **2.5.3. Tab C. Proposer's Qualifications and Experience.** Proposers must display relevant experience with the type of work solicited and should emphasize both the experience and capability of particular personnel who will actually perform the Work. Accordingly, the Proposer must complete and submit Form 2, Company Qualifications Questionnaire and Form 8, References.
 - **2.5.3.1.**To be eligible to respond, the Proposer shall have five (5) years of continuous business operation in the State of Florida under the same entity name and provide proof of same.
 - **2.5.3.2.** Proposer must include any relevant business licenses, including occupational licenses, and Florida registration (entity certifications, not personal) and a copy of the entity's State Corporate Certificate or other proof from the State of Florida, Division of Corporations that Contractor is authorized to do business in this State. Proposer must be fully licensed State of Florida General Contractor with all applicable and required licenses and certifications.
 - **2.5.3.3.** Proposer must provide copies of its professional and business licenses and insurance, qualifier for company name and type of licenses, as well as those for supporting firms, contractors, or subcontractors.
 - **2.5.3.4.** Proposer shall provide a list of current and past clients, with emphasis on Florida municipalities and governmental entities.
 - **2.5.3.5.** Proposer must also provide the official complaint history within the last five (5) years for its qualifying professional license.
 - **2.5.3.6.** Proposer shall identify the Principal in Charge's Experience. This individual must have a minimum of five (5) years' experience in providing the work solicited. This individual must be capable of speaking and making decisions on behalf of the Proposer. Include a one-page resume with contact information for at least three (3) professional

references for the individual designated to serve as Principal in Charge or Project Manager.

As part of the completion of Form 8, Proposers must provide references from a minimum of three (3) and a maximum of five (5) references from public entities or similar clients where a minimum of one municipal or governmental or similar facility has been successfully completed, within the past five (5) years. The Proposer must have been the primary contractor. These references must include:

- a. Name and address of public entity or client;
- b. Name of contact person, including person's title, department for which individual works, email address & telephone number;
- c. Size of the public entity or client, including number of residents and square mileage;
- d. Scope of work provided;
- e. Name and project(s) completed
- f. Date project(s) started and completed.
- g. Details on scope of work demonstrating it was comparable in size, scope and complexity to the Project solicited in this RFP; and
- h. Whether the contract is still active.

In addition, list the tasks, if any, that will be subcontracted out and provide a summary of the experience and qualifications of the lead personnel for each sub-contractor that will oversee performing this Work. Please note, to receive further consideration, all Proposers must provide the necessary documentation to demonstrate that they meet the following minimum qualifications.

Provide documentation evidencing the experience of the Proposer and demonstrating that the Proposer has successfully provided Work similar to those specified herein to other agencies of similar size and needs as the Town. Projects similar in scope include, but are not limited to, projects for municipal facilities, civic facilities, and parks and recreational facilities. This Tab should also provide information on the Proposer's current workload and how this Project will fit into the existing workload.

2.5.4. Tab D. Project Team/Personnel Qualifications. Include the names, functions, and qualifications of key personnel in the organization who will be providing or assisting in the provision of the Work for the Project. An organizational chart of key personnel in the organization must also be provided, including information regarding which key personnel will be responsible for permitting and operational responsibilities. The key person or contact assigned to this Project shall within the past three (3) years have conducted and been responsible for providing services for similar projects.

The Proposer must include the following information for this requirement:

- 1. Complete and submit Form 7, Key Staff and Proposed Subcontractors.
- 2. The Key Staff, including any key subcontractors, (the "Project Team") working on the Project and/or providing the Work must have prior experience within the past ten (10) years of providing similar services.
- 3. Provide an organizational chart showing reporting structure for the Project Team.

- 4. Include one-page resumes for each person or subcontractor listed in Form 7, Key Staff and Proposed Subcontractors. Resumes should include experience with similar projects, specifying the role the individual served on the project.
- 5. For each task, list each individual Key Staff member, including subconsultants, and indicate their relative involvement on the task (based on number of hours per week). Also indicate the relative involvement of the Prime Contractor and each key subconsultant on the project in total.
- 6. Documentation demonstrating staff experience in providing the Work.
 - i. Number of available employees and supervisors for the Project, including trade/position classifications.
 - ii. Provide an organizational chart(s) for office/administrative and on-site staff.
 - iii. Describe ability to secure subcontractors and additional personnel. Include an overview of the approach to obtaining subcontractor's and additional personnel.
 - iv. Identify the office location for the administration of the Work and identify the personnel responsible for the planning and administration of the Project, including; position held previous experience, years with company, years in current position, telephone numbers, and email addresses.
 - v. Resumes of key personnel and on-site staff to be assigned reflecting their experience on similar projects (maximum 1 page each resume).
 - vi. Provide details on the ability and experience of the field staff related to the Work.
- 7. Approach to employee training, management, and staffing, especially as it relates to ensuring timely mobilization to provide the Work.

2.5.5. Tab E. Technical Approach / **Implementation Schedule.** Provide in concise narrative form, the Proposer's overall approach to performing the Work for the Project.

The Proposer should describe its approach towards the development and construction of the Project, as well as the technical and design challenges of the scope of Work for the Project and schedule. Proposer should demonstrate excellent familiarity with local, state, federal, and other governmental regulatory procedures and requirements necessary to implement the Project. The Proposer shall also demonstrate how their experience on projects with similar scopes and complexities will be implemented in this Project. As part of the Project approach, the Proposer shall propose an implementation schedule (timeline) for the effective management and execution of the Work for the Project in an optimum and realistic timeframe. Describe available facilities, technological capabilities, and other available resources offered by the Proposer for the Project.

2.5.6. Tab F. Financial Strength: Briefly describe the Proposer firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for the provision of the Work to multiple clients during the same time period. Proposer must provide a notarized letter from a bank verifying an available line of credit or other financial asset in the amount of Five Million Dollars (\$5,000,000) with their proposal response, and a notarized letter from a surety, not a broker, verifying a bonding capacity of Five Million Dollars (\$5,000,000). Note: Failure to submit the notarized letters required above will result in the Proposal being

rejected as non-responsive. The Town, at its sole discretion, may allow the Proposer to submit the notarized letter(s) during the evaluation phase of the solicitation.

- **2.5.7. Tab G. Insurance**. Proposer must provide evidence of insurance currently in place that meets or exceeds the specifications set forth in this RFP or a commitment from an insurance company that such insurance coverage may be obtained by the Proposer prior to entering into an agreement with the Town. The successful Proposer(s) must submit, prior to signing of an agreement, a Certificate of Insurance naming the Town as an additional insured and meeting the insurance coverage requirements set forth in this RFP.
- 2.5.8 Tab H. Bid Bond/Bid Security. Each Proposal must be accompanied by a bid bond or bid security in the form of a certified or cashier's check, in an amount of 2% of the Price Proposal submitted, in the form provided in Form 12. Bid security shall be made by certified or cashier's check or by a bid bond made payable to the Town and provided by a surety company authorized to do business as a surety in the state. All bid bonds/bid securities shall be valid for a period of at least 120 days from the Proposal submission date. The bid bonds/bid securities for all unsuccessful Proposals shall be returned after the 120-day period. The purpose of the bid bond/bid security is to ensure that proposals are honored and that they remain valid for the required period. Accordingly, bid bonds/bid securities are subject to forfeiture any time proposers refuse to honor their proposals for at least 120 days after proposal opening. The bid bond/bid security of the successful proposer shall be retained until such proposer has executed an agreement and furnished any payment and performance bonds, along with all insurance policies, licenses, or other documentation that may be required by the Town. If the successful proposer fails to furnish the required payment and performance bonds, fails to execute and deliver the agreement, or fails to deliver the required insurance policies, licenses, or other documentation to the Twon within the time specified in this RFP or the agreement, the Town may annul the notice of award and the entire sum of the bid bond/bid security shall be forfeited to the Town. If the Town Manager has waived the requirement for bid bond/bid security, the Town shall select this box: □.
- 2.5.9. Tab I. Price Proposal. Submit a completed Form 11 Price Proposal, including the Cost Estimate Template attached hereto as Attachment "E," that provides all-inclusive pricing for all Work, including unit pricing, quantities, equipment, tools, and labor costs necessary to perform the Work. The documentation process, including plan development, mobilization, demobilization, recordkeeping, and quality control shall be included in the prices. The Price Proposal will be based upon and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the Work, including all direct costs and expenses, and will also include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs; insurance costs; cost of bonds, cost of equipment, material, tools and transportation; and operating margin (profit). Failure of the Proposer to provide all of the required pricing detail will be cause for rejection of the Proposal as non-responsive.
- **2.5.10. Tab J. Additional Information; Special Consideration.** Proposer may provide any additional information that highlights experience or expertise, which is relevant and directly applicable to this RFP. Describe any special resources that Proposer or Proposer's personnel

assigned to the Project may bring to the Project or in-house expertise in technical areas, which will specifically benefit the Project. **Not to exceed two (2) pages.** Excess pages will be removed prior to submission to the Evaluation Committee.

2.5.11. Tab K. Forms. Complete all forms provided in Section 4 that are not otherwise included in a separate tab.

Form 1:	Proposal Checklist
Form 2:	Company Qualifications Questionnaire
Form 3:	Certificate of Authority (Complete one of the two forms as applicable)
Form 3A:	Certificate of Authority (for Corporations or Partnerships)
Form 3B:	Certificate of Authority (for Individuals)
Form 4:	Acknowledgment of Addenda
Form 5:	Single Execution Affidavit
Form 6:	Dispute Disclosure
Form 7:	Key Staff and Proposed Subcontractors
Form 8:	References
Form 9:	E-Verify Affidavit
Form 10:	IRS Form W-9
Form 11:	Price Proposal
Form 12:	Bid Security/Bid Bond (unless waived)

2.6. EVALUATION CRITERIA

Award shall be made to the responsible and responsive Contractor(s) whose Proposal is determined to be the most advantageous to the Town, taking into consideration all aspects of the Proposal, including price and other evaluation criteria set forth herein. Specifically, Proposals will be evaluated according to the following criteria and respective weight:

Category	Criteria	Maximum Points
1	Qualifications and Experience of Proposer	20 Points
	Evaluation of the Proposer's demonstrated experience,	
	ability, and capacity to perform the Work for the Project,	
	including review of general construction experience	
	(especially in municipal or similar projects) the	
	provision of insurance, responsiveness, financial	
	stability, safety record, current or past disputes or	
	litigation, workload, and such other factors indicative of	
	the Proposer's overall ability to perform the Work for	
	the Project in a professional and timely manner. To	
	include years of municipal or similar project experience,	
	ability, capacity and skill of firm(s), requirements, and	
	adequacy of personnel, including timeliness, stability	
	and availability to effectively ma Evaluation of the	
	Proposer's experience and past performance in	

	providing Work for projects similar to the Work contained in this RFP, and references.	
2	Project Team Qualifications and Experience Professional credentials, qualifications, experience and accomplishments of the proposal team members to be used for the Work.	10 Points
3	Technical Approach / Implementation Schedule Evaluation of the Proposer's understanding of the Town's needs for the Project, technical approach towards performing the Work for the Project, timeline for implementation, familiarity with local, state, federal, and/or other governmental regulatory procedures and requirements,	20 Points
4	Financial Strength The Proposer must demonstrate its financial status and standing and provide sufficient evidence of credit, financial assets, and strength. Includes Proposer's ability to furnish required bonds and insurances	20 Points
5	Price Proposal Evaluation of the Proposer's Completed Form 11 Price Proposal, including the completed Cost Estimate Template attached hereto as Attachment "E."	30 Points
		Total: 100 Points

2.7. <u>SELECTION PROCESS</u>

2.7.1. Selection Process.

Selection and award of an Agreement will be to the entity the Town determines is the responsive and responsible proposer, and whose qualifications are in the best interest of and most advantageous to the Town. Only those proposals that meet or exceed the minimum requirements established in this RFP shall be considered. In no case will the award be made until all necessary investigations are conducted into the responsiveness and responsibility of the Proposer(s) and the Town Manager is satisfied that the Proposer is qualified and possesses sufficient qualifications, experience, ability, organization, financial strength capital, and equipment necessary to perform the Work for the Project in accordance with the specifications of this RFP and is most advantageous to the Town.

The Town reserves the right, at any time, to reject all proposals, to waive non-material, technical variances or infirmities in a proposal, discontinue this RFP and/or the selection process, stop negotiations, abandon this solicitation, or solicit and re-advertise for other proposals. The Town shall not be responsible for any proposal costs incurred by any entity or individual.

2.7.2. Staff Level Review for Compliance with Minimum Requirements.

Town Staff shall review and evaluate the Proposals submitted to ensure the minimum requirements of the RFP have been met. The Town Manager or designee may reject those Proposals that do not meet the minimum requirements of the RFP.

2.7.3. Evaluation Committee Review and Evaluation.

The Town Manager will appoint an Evaluation Committee to review and evaluate the responsive Proposals during a public meeting (the Town will provide instructions on how to participate and access the meeting). The Committee reserves the right to request additional information or seek clarifications as it deems necessary. Failure to comply with any mandatory requirements may disqualify a proposal. The Committee reserves the right to conduct interviews or require presentations prior to finally ranking the Proposers. The Committee shall select in order of preference and rank the firm(s) it deems to be the responsible to perform the required Work using the evaluation criteria set forth above. The responsible proposer shall be a person who has the capability in all respects to fully perform the contract requirements and the tenacity, perseverance, integrity, experience, ability, reliability, capacity, facilities, equipment, financial resources and credit which will give a reasonable expectation of good faith performance, and a person who has submitted a proposal which conforms in all material respects to the RFP (the "Responsible Proposer").

2.7.4. Oral Presentations (if requested by Evaluation Committee).

The Evaluation Committee may call the ranked and/or short-listed proposers for oral presentations before the Evaluation Committee regarding their Proposal, approach to the Work, and ability to furnish the required Work. All Prime Contractor and in their teams shall be present at the assigned time for a 20-minute presentation followed by up to a 10-minute question-and-answer session. The Proposers are encouraged to be represented only by the Project Manager and the staff identified in the Proposal. Additional details on the oral presentations may be provided to the ranked and/or short-listed Proposers. The Town will notify the Proposers where the oral presentations, if any, will be conducted and whether the Proposers may appear virtually or must appear in person. The Evaluation Committee shall rank the Proposers and provide its written recommendations to the Town Manager.

2.7.5. Recommendation to Town Council.

After ranking and/or short-listing of the top three Proposers deemed to be responsible by the Evaluation Committee, the Town Manager will present a recommendation to the Town Council with the Evaluation Committee's rankings and recommendations for consideration by the Town Council, and the Town Manager's recommendation for award or rejection of all proposals for approval at a Council meeting.

2.7.6. Town Council Meeting to Select Contractor(s).

The Town Council may select the Proposer(s) that it determines is the responsive and responsible Proposer(s) whose Proposal(s) is in the most advantageous to the Town taking into consideration all aspects of the Proposer's Proposal, including price and other evaluation criteria set forth herein. The Town Council may further authorize the Town Manager to execute an agreement with the selected Contractor(s). The Town Council shall have the final authority to select the Contractor(s) and award any Agreement(s).

2.7.7. Negotiations and Execution of Agreement.

After selection of the Contractor(s) by the Town Council, the Town Manager or designee(s) shall execute an Agreement in substantially the form to be provided by the Town via Addendum to this RFP, with the selected Contractor(s) at a guaranteed maximum price that the Town Manager, in his/her sole discretion, determines is fair, competitive, and reasonable and with terms that incorporate the major terms and conditions contained in this RFP. Any award and execution of an agreement shall be subject to approval by the Town Attorney as to form, content, and legal sufficiency. Should the Town Manager be unable to negotiate a satisfactory agreement with the selected Contractor at a price the Town Manager determines to be fair, competitive, and reasonable, negotiations with that Contractor may be terminated. The Town Manager or designee(s) shall then undertake negotiations with the next highest-ranked Contractor, and, if negotiations are terminated, shall continue to each next highest-ranked Contractor until a satisfactory agreement may be negotiated.

2.7.8. Town Commission Meeting to Approve Agreement(s) with Contractor(s).

Unless otherwise authorized by Resolution of the Town Council, upon reaching mutually agreeable terms with the selected Contractor(s), the Agreement for the selected Contractor shall be presented to the Town Council for final approval. The Town reserves the right to reject any or all proposals which is in any way incomplete or irregular, re-issue the entire solicitation, or enter into agreements with more than one Contractor.

2.7.9. Agreement Execution.

Until final award and execution of an Agreement, the Town reserves the right to cancel this solicitation, reject any and all proposals, with or without cause; to waive any informality or irregularity, or to accept the Proposal which is in the best interest of the Town and/or most advantageous to the Town. Upon acceptance of a Proposal and award of the Agreement, the successful Proposer shall deliver the executed Agreement, along with required bonds, insurance and any other items requested, to the Town within 10 days. Failure to do so will be deemed as a breach of agreement by the Proposer and result in forfeiture of proposal security as may be required in this RFP. The award of the Agreement, if it is awarded, shall be to a proposer that is responsible and whose proposal is most advantageous to the Town pursuant to the criteria set forth in this RFP, and the Charter and Code of the Town of Golden Beach, and whose proposal shall comply with the requirements of this RFP. Time is of the essence for this Project and the time frames set in the proposal, if set by the proposer, will be accorded weight by the Town in the determination of the

best proposal. In no case will the award be made until all necessary investigations have been made into the responsibility of the Proposer and until the Town is satisfied that the proposer is qualified to perform the Work and has the necessary organization, capital, and equipment to carry out the provisions of the agreement to the satisfaction of the Town within the time specified.

END OF SECTION 2

SECTION 3.

GENERAL INFORMATION AND INSTRUCTIONS

Careful attention must be given to all requested items contained in this RFP. Proposers are required to submit proposals in accordance with the requirements of this RFP.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

Proposers shall complete all required forms and submit information as set forth in this RFP.

The entire set of documents, together with all attachments hereto, constitutes the RFP. Each Proposer must return these documents with all information required and necessary for the Town to properly analyze the response in total and in the same order in which it was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All responses to this RFP shall be returned in a sealed envelope or package with the RFP number and opening date clearly noted on the outside of the envelope, prior to the stated deadline.

Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity.

3.1 CONE OF SILENCE. Notwithstanding any other provision of these specifications, the provisions of the Miami-Dade County "Cone of Silence" are applicable to this transaction. The "Cone of Silence", as used herein, means a prohibition on any communication regarding a particular Request for Proposal (RFP), Request for Qualification (RFQ), or bid, between a potential vendor, service provider, contractor, bidder, lobbyist, or consultant, and the Town Council, Town's professional staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee. The Cone of Silence shall be imposed upon each RFP, RFQ, and bid after the advertisement of said RFP, RFQ, or bid.

Please contact the Town Clerk and/or Town Attorney for any questions concerning the Cone of Silence compliance.

Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award, or bid award to said bidder or proposer voidable by the Town Council and/ or Town Manager.

3.2 EXAMINATION OF DOCUMENTS AND SITE.

- 1. Proposers shall visit the Project Site and become familiar with the nature and extent of Work to be performed and local conditions that may affect the Work.
- 2. The RFP Documents were prepared to present an essentially accurate representation of existing conditions, interpreted from available information on the Project Site.

- 3. The Proposer is not relieved, however, of the responsibility of becoming fully informed as to existing conditions at the Project Site.
- 4. Proposers shall examine existing Site improvements, and conditions, utilities, and streets to determine all conditions which will affect the Work.

3.3 SUBMISSION RECEIPT/WITHDRAWAL/CHANGES.

- 1. Sealed proposals will be accepted in accordance with the instructions detailed in this RFP. The Proposer shall file all documents necessary to support its response and shall include them with its Proposal. Each Proposer shall be responsible for the actual delivery of responses no later than the Submission Deadline to the exact address indicated in this RFP. The Town reserves the right to accept or reject late submitted Proposals, in the sole discretion of the Town Manager or his designee.
- 2. A Proposer may withdraw his proposal at any date and time prior to the time the proposals are scheduled to be opened but may not be resubmitted. Proposals may not be modified after submittal. After proposal opening, no proposal may be cancelled or modified.

3.4 DISCREPANCIES, ERRORS, AND OMISSIONS.

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the Town Clerk. Should it be necessary, a written addendum will be issued and incorporated to the RFP. The Town will NOT be responsible for any oral instructions, clarifications, or other communications.

3.5 DISQUALIFICATION.

The Town reserves the right to disqualify proposals before or after the Submission Deadline, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

3.6 CAPITAL EXPENDITURES.

The selected Proposer understands that any capital expenditures (costs and expenses) that the selected Proposer makes, in order to prepare and submit the proposal or in performance of the Work required in this RFP are business risks and may not be recoverable by the Proposer. The Town, however, is not and shall not pay or reimburse any capital expenditures or any other expenses incurred by any Proposer.

3.7 PROPOSAL GUARANTY.

A certified or cashier's check drawn on a national or state bank, or bid bond in the amount of two percent (2%) of the total Price Proposal submitted shall accompany each proposal as a guarantee that the Proposer will, if award is made, execute an Agreement between the Town and Selected Contractor to perform the Work for the amount proposed and furnish any required

certificates of insurance and bond documents. The Bid Guaranty shall be from a surety with an Arating or better under the Best's Guidelines and be made payable to the Town of Golden Beach.

3.8 PERFORMANCE BOND AND PAYMENT BOND.

Within ten (10) working days following notice of award by the Town, the successful Proposer shall furnish to the Town a Performance Bond and a Payment Bond each in the amount of the **TOTAL PRICE PROPOSAL SUBMITTAL AMOUNT** to the Town for the period of the agreement (to be determined at the time of award). The Performance and Payment Bond can be in the form of a Cashier's Check, made payable to the Town of Golden Beach (Please note that Cashier's Checks will be deposited into an escrow account for the term of the agreement); a bond written by a surety company authorized to do business in the State of Florida and shall comply with Florida State Statute 287.0935.

- 1) Attorney's-in-fact, who sign the Proposal Bond, Performance Bond and Payment Bond, must file with such bonds, certified copies of their current power of attorney to sign such bonds. All bonds must be countersigned by an agent of the Surety licensed in the State of Florida, with a copy of the agent's current identification card, as issued by the State of Florida Insurance Commissioner.
- 2) Proposer must submit bond forms attached hereto or such other acceptable bond forms as approved by the Town, in its sole discretion.

3.9 HOLD HARMLESS AND INDEMNIFICATION.

All Proposers shall hold the Town, its officials, and its employees harmless and covenant not to sue the Town, its officials, and its employees in reference to the Town's decision to reject, award, or not award an RFP, as applicable. Additionally, the selected Proposer shall indemnify, defend, and save harmless the Town, its officers, agents, and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of the Proposer's performance of its Work under this RFP, or by or in consequence of any negligence (excluding the sole negligence of the Town), in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said selected Proposer or his Sub-contractors, agents, servants, or employees. The selected Proposer shall indemnify, defend, and hold harmless the Town and their agents or employees from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the Work described in the RFP, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the selected Proposer, Sub-contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

3.10 INSURANCE REQUIREMENTS.

The selected Proposer shall secure and maintain throughout the duration of the Agreement, insurance of the type and in the minimum amounts specified below and shall demonstrate its ability to do so:

1. Comprehensive General Liability ("CGL") insurance, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

Minimum coverage shall include the following:

- a) personal injury;
- b) broad form property damage;
- c) blanket contractual liability;
- d) XCU coverage; and
- e) products and completed operations for 10 years.
- 3. Professional Liability insurance, with minimum limits of Two Million Dollars (\$2,000,000) per occurrence, combined single limit and Two Million Dollars (\$2,000,000) aggregate.
- 4. Worker's Compensation, as required by law, together with no less than \$1,000,000 for Employer's Liability.
- 5. Business Automobile Liability which shall include coverage for all owned, non-owned and hired vehicles for minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence, One Million Dollars (\$1,000,000) per accident for bodily injury and Five Hundred Thousand Dollars (\$500,000) per accident for property damage.
- 6. Builder's Risk Insurance insuring all improvements during construction.

3.11 SUB-CONTRACTORS.

If the Proposer elects to sub-contract with any firm, for any portion of the Work, the Proposer shall be responsible for all work performed by any sub-contractor and the Proposer shall not be relieved of any obligations under the Agreement. At any time, the Town may, at its discretion, require any Proposer to submit all relevant data required to establish to the satisfaction of the Town, the reliability and responsibility of the proposed sub-contractor to furnish and perform the work proposed. Prior to the award of the Agreement, the Town will notify the Proposer in writing if the Town, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contractor. The Proposer then may submit an acceptable substitute at no increase in price. If the Proposer fails to submit an acceptable substitute within seven (7) days of the original notification, the Town then may disqualify the Proposer, at no cost to the Town. The Town reserves the right to disqualify any Proposer, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality. Sub-contractors and other persons and organizations proposed by the Proposer and accepted by the Town, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Town.

3.12 LAWS AND REGULATIONS.

- 1. Each proposer and the selected proposer shall comply with all applicable laws and regulations of the Federal Government, State of Florida, and local ordinances of Miami-Dade County and the Charter and Code of the Town of Golden Beach in the preparation and submittal of a proposal in response to this RFP and in the performance of the Work and any agreement awarded as a result of this RFP.
- 2. Trench Safety Act: The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project. In compliance with current State of Florida Statutes, the Proposer shall provide documentation required by the Florida Trench Safety statute to the Town,

in conjunction with the Proposal submission.

3. In accordance with Executive Order Number 11-116 from the Office of the Governor of the State of Florida, the successful proposer selected is required to certify the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of new employees hired by the subcontractor during the agreement term; and shall provide documentation of such verification to the Town upon request.

3.13 RESERVATION OF RIGHTS

- 1) The Town reserves the right to:
 - a. Accept any or all responses, waive any immaterial defect or informality in any responses to this RFP, or to cancel or postpone this RFP process AT ANY TIME; to reject any or all responses in whole or in part; or to reissue an RFP for the Work described herein;
 - b. At the Town's sole discretion, accept the Proposer that is responsive and responsible, and whose qualifications are in the best interest of and most advantageous to the Town;
 - c. Reject any and all proposals and to seek new proposals when such a procedure is reasonably in the best interest of the Town;
 - d. Investigate the financial capability, integrity, experience, and quality of performance of each Proposer, including officers, principals, senior management, and supervisors, as well as staff identified in the response to RFP;
 - e. Investigate the Proposer's qualifications or those of its agents, as it deems appropriate;
 - f. Conduct personal interviews of any or all Proposers prior to selection (the Town shall not be liable for any costs incurred by the Proposer(s) in connection with such interviews);
 - g. Waive any of the conditions or criteria set forth in this RFP;
 - h. Decide whether to select a firm based on submission received in response to this RFP or whether to hold interviews with the firms the Town deems best qualified for the Project.
- 2) The Town reserves the right to:
- 3) The Town is under no obligation to return the Proposals.
- 4) The Town will not be liable for any costs incurred by a proposer in the preparation of the response to this RFP. Each Proposal shall be prima facie evidence that the respective Proposer has full knowledge of the scope, nature, quantity and quality of the Work to be performed; the detailed requirements of the specifications; and the conditions under which the Work are to be performed.
- 5) Proposers shall furnish the Town with such additional information as the Town may reasonably require.
- 6) The Town must be satisfied that the Proposer demonstrates the ability to meet the requirements of this RFP.

3.14. REQUESTS FOR INFORMATION/CLARIFICATION.

The Town, independently or upon request, may furnish additional information related to this RFP so as to clarify any provision contained herein and/or to facilitate proposals. The Town has made efforts to provide accurate and complete information in this RFP. The Town shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. Accuracy of this data is not guaranteed. It is the sole responsibility of responding Proposers to assure that they have all information necessary for submission of their proposals. Any and all questions or requests for information or clarification pertaining to this RFP must be made in writing via email to the Town Clerk, at Leperez@goldenbeach.us. in the manner provided in Section 2.4 of this RFP.

- 3.15. <u>ADDENDA.</u> If the Town finds it necessary to add to, or amend this RFP prior to the Proposal Submission Deadline, the Town will issue written addenda/addendum. Each Contractor must acknowledge receipt of each addendum by signing the Acknowledgement (Form 4) and providing it with its Proposal.
- 3.16. <u>CERTIFICATION.</u> By submitting a Proposal to this RFP, the signer of the Proposal declares that the person(s), firm(s) and parties identified in the Proposal are interested in and available for providing the Work; that the Proposal is made without collusion with any other person(s), firm(s) and parties; that the Proposal is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Proposal has full authority to bind the person(s), firm(s) and parties identified in the Proposal. By submitting a proposal, the Contractor shall certify that it has fully read and understood this RFP and the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.
- 3.17. **ECONOMY OF PREPARATION**. Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's ability to fulfill the requirements of the RFP.
- 3.18. <u>INTERVIEWS.</u> The Town reserves the right to short-list Proposers and conduct personal interviews or require presentations by any or all Proposers prior to ranking, or at any time during the evaluation process, or at the Council Meeting where selection and award is made.

3.19. <u>PROPOSALS AND PRICES BINDING; RETENTION AND WITHDRAWAL OF PROPOSALS.</u>

- 3.19.1 **Proposals Binding**. All Proposals submitted shall be binding upon the Proposer for 120 calendar days following opening.
- 3.19.2. **Firm Pricing**. If the Proposer is awarded an Agreement pursuant to this RFP, the prices, rates, costs, fees, revenue sharing, or other monetary components of the Proposal submitted in response to this RFP shall remain fixed and firm during the competitive procurement process and the term of the Agreement, awarded to the selected Proposer(s).

- 3.19.3. **Proposal Withdrawal**. Proposers may withdraw their proposals from consideration by the Town pursuant to this RFP by notifying the Town Clerk in writing at any time prior to the scheduled opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity prior to withdrawing their proposals from consideration by the Town pursuant to this RFP.
- 3.19.4. **Retention of Proposals.** Proposals, once opened, become the property of the Town. The Town reserves the right to retain all Proposals submitted and use any ideas contained in any Proposal, regardless of whether that Contractor is selected.
- 3.20 **PUBLIC RECORDS.** Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records Law. All information and materials received by the Town in connection with proposals shall become property of the Town and shall be deemed to be public records subject to public inspection. Pursuant to Section 119.071(1)(b), Florida Statutes, sealed proposals received by the Town pursuant to this RFP are exempt from disclosure until such time as the Town provides notice of an intended decision or until 30 days after the opening of proposals, whichever is earlier. Furthermore, Proposers are required to *identify specifically* any information contained in their Proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 3.20. **PROPOSAL/PRESENTATION COSTS.** The Town shall not be liable for any costs, fees, or expenses incurred by any Proposer in responding to this RFP, nor subsequent inquiries or presentations relating to its Proposal.
- 3.21. <u>LATE SUBMISSIONS.</u> Proposals received by the Town after the time specified for receipt will not be considered. They will be marked "LATE" and returned unopened. Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Proposals shall be decided in the favor of the Town. Proposer shall assume full responsibility for timely delivery at the location designated for receipt of Proposals. The Town shall not be responsible for Proposals received after the Submission Deadline and encourages early submittal.
- 3.22. **PERMITS, TAXES, LICENSES.** The Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this agreement.
- 3.23. **TERMS OF ENGAGEMENT; AGREEMENT.** The selected Proposer(s) should be prepared to execute an agreement in substantially the form of the Agreement to be provided by the Town via Addendum to this RFP. The terms of the Agreement may be negotiated upon selection of Contractor.
- 3.23.1 <u>Bonds.</u> The selected Contractor shall furnish to the Town, within 72 hours of the issuance of a Notice to Proceed, a Performance and Payment Bond executed by the selected Contractor, and surety company authorized to do business in the State of Florida, in an amount

equal to the value established (including any contingency amounts) within an issued Notice to Proceed and/or work authorization, which bond shall be conditioned upon:the successful completion of all work, labor, services, materials to be provided and furnished; the payment of all subcontractors, materials and laborers; and paying the Town all loss, damages, expenses, costs and attorneys' fees, including appellate proceedings, that Town sustains because of a default by the selected Contractor under the Agreement.

If the value of the contracted Work increases, the selected Contractor must provide an updated Performance and Payment Bond in an amount equal to the new value. The Town will only accept a Performance and Payment Bond issued by a firm with an A.M. Best rating of "A-" (Excellent) or better. The selected Contractor shall provide a letter from the selected Contractor's bonding company that verifies the selected Contractor can comply with this requirement and is capable of having a bond issued in an amount equal to or exceeding \$5,000,000.00. The selected Contractor's failure to provide and maintain the Performance and Payment bond required by the Agreement and this RFP shall be grounds for termination, and the selected Contractor shall be liable for all losses, damages, costs and expenses associated with the failure to maintain the required bond.

- 3.23.2. The Successful Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Successful Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3.23.3. The Successful Proposer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Successful Proposer's legal duty to furnish information.

END OF SECTION 3

SECTION 4 FORMS, AFFIDAVITS, AND ATTACHMENTS

The following forms, affidavits, and exhibits are attached to this solicitation for completion and submission, as applicable, with the Proposer's Proposal:

FORMS

Form 1: Proposal Checklist

Form 2: Company Qualifications Questionnaire

Form 3: Certificate of Authority (Complete one of the two forms as applicable)

Form 3A: Certificate of Authority (for Corporations or Partnerships)

Form 3B: Certificate of Authority (for Individuals)

Form 4: Acknowledgment of Addenda

Form 5: Single Execution Affidavit (contains the following affidavits:)

- Americans with Disabilities Act Compliance
- Public Entity Crimes Act
- No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics
- Business Entity
- Non-Collusion/Anti-Collusion
- Scrutinized Companies
- Acknowledgment, Warranty, and Acceptance
- Ownership Disclosure
- Truth in Negotiation Certificate
- Prohibition on Contingent Fees

Form 6: Dispute Disclosure

Form 7: Key Staff and Proposed Subcontractors

Form 8: Reference Letters

Form 9: E-Verify Affidavit

Form 10: IRS Form W-9

Form 11: Price Proposal

Form 12: Bid Security/Bid Bond (unless waived by the Town)

ATTACHMENTS:

Attachment A: Survey

Attachment B: 60% Construction Drawings Prepared by Dempsey Design

Attachment C: Form of Payment and Performance Bonds

Attachment D: Form of Agreement

Attachment E: Cost Estimate Template Form

FORM 1 PROPOSAL CHECKLIST

	_ Form 1:	Proposal Checklist
	_ Form 2:	Company Qualifications Questionnaire
	_ Form 3:	Certificate of Authority (Complete one of the two forms as applicable)
	Form	3A: Certificate of Authority (for Corporations or Partnerships)
	Form	3B: Certificate of Authority (for Individuals)
	_ Form 4:	Acknowledgment of Addenda
	_Form 5:	Single Execution Affidavit
	_Form 6:	Dispute Disclosure
	_Form 7:	Key Staff and Proposed Subcontractors
	_Form 8:	Reference Letters
	_Form 9:	E-Verify Affidavit
	_Form 10:	IRS Form W-9
	_Form 11:	Price Proposal
	_Form 12:	Bid Security/Bid Bond (unless waived)
Firm:		Date:
Autho	rized Signatu	re:
Print c	or Type Name	:: Title:

FORM 2 **COMPANY QUALIFICATIONS QUESTIONNAIRE**

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Proposal is true, that your response to the RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFP for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Proposer's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

Firm Name			
Principal Business Address			
Telephone Number			Facsimile Number
Email Address			
Federal I.D. No. or Social Sec	curity Number	Municipal Business	Tax/Occupational License No.
How many years has the firm	FIRM HISTORY AN n has been in business under its		nip?
	document number with the siness in the State of Florida:	Florida Division of Cor	porations and date the Firm
Document Number			Date Filed
Please identify the Firm's cat license number, and date lice		ment of Business Profession	nal Regulation (DBPR), DBPR
Category	License No).	Date Licensed
	ntity form of the Firm (if other, nip Corporation LL		
Please identify the Firm's pri	mary business:		
Please list all professional li	tions of small, minority, or disa	by the Firm, its Qualifier	usiness:/Principal, and any Key Staff, orise, and the name of the entity
License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Authorized Signor's Name Title Signing Authority Threshold (All, Cost up to \$X-Amount, No Cost, Other) Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.): Total No. of Employees Total No. of Managerial/Administrative Employees Total No. of Trades Employees by Trade INSURANCE INFORMATION Please provide the following information about the Firm's insurance company: Insurance Carrier Name Insurance Carrier Address Telephone No. Ema Has the Firm filed any insurance claims in the last five (5) years? Insurance Carrier Address Telephone No. Title Ownership (%) Please identify all Firm owners or partners, their title, and percent of ownership: Owner/Partner Name Title Ownership (%) Please identify whether any of the owners/partners identified above are owners/partners in another entity: No Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of the owner/partner, the other entity's name, and percent of the owner/partner, the other entity's name, and percent of the owner/partner, the other entity's name, and percent of the owner/partner, the other entity's name, and percent of the owner/partner, the other entity's name, and percent of the owner/partner, the other entity's name, and percent of the owner/partner, the other entity's name, and percent of the owner/partner, the other entity's name, and percent of the owner/partner, the other entity's name, and percent of the owner/partner, the other entity's name, and percent of the owner/partner, the other entity's name, and percent of the owner/partner, the other entity's name, and percent of the owner/partner, the other entity's name, and percent of the owner/partner, the other entity's name, and percent of the owner/partner of th	Please identify the name, lice				
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lease identify a list of overnments:		RENT AND PAST C	LIENTS clients that are Florida m	unicipalities and/or lo
Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded
		tached to this form on a	CTS	
ease identify the five Public Entity Name		Telephone No.	has provided services to Email Address	Date Awarded
	Proposer certifie st of Proposer's k		tion contained here	ein is complete a
irm:				
authorized Signat	ture:		Date:	
rint or Type Nar	ne:		Title:	

FORM 3A CERTIFICATE OF AUTHORITY (if Corporation)

	a business existi	ing under the laws of the Stat	e of
, (the	"Entity") held on		the following
resolution wa	as duly passed and adopted:		
	"RESOLVED, that,	,	as
	of the En	ntity, be and is hereby author	ized to
	execute this Proposal dated		on
	behalf of the Entity and submit	this Proposal to the Town of	Golden
	Beach, and this Entity and th	ne execution of this Certific	cate of
	Authority, attested to by the Se	cretary of the Corporation, ar	nd with
	the Entity's Seal affixed, will	be the official act and deed	of this
	Entity."		
I FURTHER	CERTIFY that said resolution is	now in full force and effect.	
IN W	ITNESS WHEREOF, I have here	runto set my hand and affixed	the official seal of
the Entity thi	is day of		, 20
Secretary:	_	President:	
Print Name:		Print Name:	

FORM 3B CERTIFICATE OF AUTHORITY (if Individual)

l,	("Affiant") being first duly sworn, deposes and says:
1.	I am the
	[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of:
	doing
	business as, the
	Proposer that has submitted the attached Proposal.
2.	I am fully informed respecting the preparation and contents of the attached Proposal and
	all of the pertinent circumstances respecting such Proposal.
3.	I am authorized to execute the Proposal dated, and
	submit this Proposal to the Town of Golden Beach, and the execution of this Certificate of
	Authority, attested to by a Notary Public, will be the official act and deed of this attestation.
In the	presence of: Signed, sealed and delivered by:
Witne	ess #1 Print Name: Print Name:
Witne	ess #2 Print Name: Title:
VV IUIC	35 π2 1 Tille Ivalie.
State	ACKNOWLEDGMENT of Florida
	y of
The fe	magaing instrument year calmoveled and before machy magain of the physical magain as an
	regoing instrument was acknowledged before me by means of physical presence or _ notarization, this day of, 20, by
	(name of person) as (type of authority) for
	(name of party on behalf of whom instrument is executed).
	Notary Public (Print, Stamp, or Type as
	Commissioned)
	_Personally known to me; or
	_Did take an oath; or
	Did not take an oath

FORM 4 ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Print or Type Name:	Title:
Authorized Signature:	Date:
Firm:	
Addendum 5	Addendum 10
Addendum 4	Addendum 9
Addendum 3	Addendum 8
Addendum 2	Addendum 7
Addendum 1	Addendum 6
Addendum Numbers Received: (Check the box next to each addendum received)	

FORM 5 SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR PROPOSER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR PROPOSER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR PROPOSER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF

OF:

By:

NAME OF PROPOSING OR BIDDING ENTITY

TITLE

Date:

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- 1. A predecessor or successor of a person convicted of a public entity crime; or
- 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

□ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

- □ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Contractor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Proposer Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of Town of Golden Beach (the "Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Proposer or Contractor, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of

them, alone or in combination, may have a material interest in the Contractor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town.

Duamagan	Initiala
Proposer	initiais

Non-Collusion/Anti-Collusion Affidavit

- 1. Proposer/Proposer has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
- 2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
- 3. Neither the Proposer/Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Proposer, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Proposer, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Proposer, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town or any person interested in the proposed Contract.

Proposer Initials

Scrutinized Companies

- 1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- 2. If the Agreement that may result from this RFP is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy

Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Proposer Initials

Acknowledgment, Warranty, and Acceptance

- 1. Contractor warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
- 2. Contractor warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
- 3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Manager.
- 4. Contractor warrants that all information provided by it in connection with this proposal is true and accurate.
- 5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the Town adequate time to evaluate the Proposals.
- 6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
- 7. I understand that a person or affiliate who has been placed on the convicted Contractor list following a conviction for public entity crimes 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 public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor list.

Ownership Disclosure Affidavit

1.	If the contract or business transaction is with a corporation or company, the full legal name
	and business address shall be provided for each officer, director, member and manager and
	each stockholder or member who holds directly or indirectly five percent (5%) or more of the
	corporation's or company's stock or shares. If the contract or business transaction is with a
	trust, the full legal name and address shall be provided for each trustee and each beneficiary.
	All such names and addresses are (Post Office addresses are not acceptable), as follows (attach
	additional sheet, if necessary):

Name	Address	Ownership (%)

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Town are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

Truth in Negotiation Certificate

The Contractor hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Contractor further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Town, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the Town of Golden Beach, Florida.

Proposer Initials

Prohibition on Contingent Fees

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Request for Proposals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Contractor is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the Town, Florida. Contractor understands that for the breach or violation of this provision, the Town shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

Prohibition Against Consideration of Social, Political, or Ideological Interests

Pursuant to Section 287.05701(2), Florida Statutes, the Contractor acknowledges that the Town has not requested documentation of or considered the Contractor's social, political, or ideological interests to determine if the Contractor is a responsible proposer. In addition, the Contractor acknowledges that the Town has not and will not given preference to any proposer based on their social, political, or ideological interests.

Proposer Initials

Prohibition on Use of Coercion for Labor or Services

The Contractor warrants and attests under penalty of perjury that he or she does not and will not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined under Section 787.06(2)(a), Florida Statutes, the term "coercion" means:

- 8. Using or threating to use physical force against any person;
- 9. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
- 10. Using lending or other credit methods to establish a debt by an person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
- 11. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- 12. Causing or threating to cause financial harm to any person;
- 13. Enticing or luring any person by fraud or deceit; or
- 14. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

The undersigned Contractor is furnishing this statement pursuant to Section 787.06(13), Florida Statutes, for the undersigned firm to be considered for award of an agreement by the Town of Golden Beach, Florida. Contractor understands that for the breach or violation of this provision, the Town shall have the right to terminate the resulting agreement without liability. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein, and shall remain in effect during the term of the resulting agreement and any subsequent contract renewal or extension.

Proposer Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page.

Witness #1 Print Name:	In the presence of:		Signed, seale	ed and	delivered by:
Witness #2 Print Name: Firm:			="		
State of Florida County of The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of, 20, by					
County of The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of, 20, by		<u>ACKNO</u>	WLEDGMENT		
online notarization, this		_			
Notary Public (Print, Stamp, or Type as Commissioned) Personally known to me; or Produced identification (Type of Identification: Did take an oath; or	(name of per	rson) as			_ (type of authority) for
Commissioned) Personally known to me; or Produced identification (Type of Identification: Did take an oath; or		(name of party	on behalf of whom	instrum	ent is executed).
Produced identification (Type of Identification: Did take an oath; or			`	ıt, Stan	np, or Type as
)Did take an oath; or	Personally known to	me; or			
	Produced identificati	on (Type of Iden	ntification:		
)				
Industralia on ooth	Did take an oath; or Did not take an oath				

FORM 6 DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprinted Department of Professional Regulations or any associations within the last five (5) years? YESNO	•
2. Has your firm, or any member of your firm, been of from a contract or job related to the services your firm within the last five (5) years? YES NO	
3. Has your firm had against it or filed any requests for protests, or litigation in the past five (5) years that is rethe regular course of business? YESNO	ž •
If yes, state the nature of the request for equ litigation, and/or regulatory action, and state a b status of the suit, the monetary amounts of exte or agency before which the action was institute the status or disposition for such reported action and location) of any kind involving Contractor five (5) years.	orief description of the case, the outcome or ended contract time involved, and the court ed, the applicable case or file number, and n. Described all litigation (include the court
I hereby certify that all statements made are true and a or misrepresentation of falsification of facts shall be consideration of this Proposal for the Town of Golden	cause for forfeiture of rights for further
Firm:	
Authorized Signature:	Date:
Print or Type Name:	Title:

FORM 7 KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: □ No □ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications (Attach Copies)
Please explain the Firm's ability an Staff they will substitute for where				

Please identify each Key Staff member's engagement commitments that will exist concurrently with the Town's Services: Commitment **Key Staff Name Area of Responsibility** Client Period of (Hours/week) Engagement **PROPOSED SUBCONTRACTORS** The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The Proposer is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the Proposer's proposal. (If no subcontractors are proposed, state "None" on first line below.) **Subcontractor Name & Address** Scope of Work **License Number** Firm: Authorized Signature: **Date:**

Title: _____

Print or Type Name:

FORM 8 REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

REFERENCE #1

Public Entity Name:
Reference Contact Person/Title/Department:
Contact Number & Email
Public Entity Size/Number of Residents/Square Mileage:
Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion,
Details on Size/Scope of Work/Complexity)
Is the Contract still Active? Yes No

REFERENCE #2

Public Entity Name:
Reference Contact Person/Title/Department:
Contact Number & Email
Public Entity Size/Number of Residents/Square Mileage:
•
Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion,
Details on Size/Scope of Work/Complexity)
Is the Contract still Active? Yes No

REFERENCE #3

Public Entity Name:
Reference Contact Person/Title/Department:
Contact Number & Email
Public Entity Size/Number of Residents/Square Mileage:
Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion,
Details on Size/Scope of Work/Complexity)
Is the Contract still Active? YesNo

FORM 9 E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town of Golden Beach requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The Proposer Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By submitting a response to this RFP and signing below, the Proposer Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

□ Cneck nere to confirm proof of enrol response.	iment in E-verify has been submitted as part of the
In the presence of:	Signed, sealed and delivered by:
Witness #1 Print Name:	Print Name:
	Title:
Witness #2 Print Name:	Firm:
State of Florida County of	NOWLEDGMENT ged before me by means of physical presence or _
online notarization, this day of	, 20, by
(name of person) as(name of p	(type of authority) for arty on behalf of whom instrument is executed).
	Notary Public (Print, Stamp, or Type as Commissioned)
)	Identification:
Did take an oath; or Did not take an oath	

FORM 10 IRS FORM W-9

Please visit the following link for information about IRS Form W-9: https://www.irs.gov/forms-pubs/about-form-w-9

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:

visiting:	
https://www.irs.gov/pub/irs-pdf/fw9.pdf	
☐ Check here to confirm IRS Form W-9 has b	peen submitted as part of the response.
Firm:	
Authorized Signature:	Date:
Print or Type Name:	Title:
· · ·	

FORM 11 PRICE PROPOSAL

Project Name: RFP 2024-002 – Construction of Wellness Center Project

Proposer:	
Proposer's Address:	
Date:	
1. Price Proposal	
The undersigned, having examined the RFP Documents and the Site of the proper hereby proposes to furnish all labor, materials, and equipment required to comproject in accordance with the Contract Documents for the sum of:	
Total Amount: (Written in Words: [])
Please include additional pages and supplementary information as necessary.	

Base Pricing:

Item	Description	Qty	Unit	Unit Cost	Totals
1	MOBILIZATION / DEMOBILIZATION				
3	CONCRETE				
4	MASONRY				
5	METAL				
6	WOOD, PLASTICS, & COMPOSITES				
7	THERMAL & MOISTURE PROTECTION				
8	OPENINGS				
9	FINISHES				
10	SPECIALTIES				
11	EQUIPMENT				
12	FURNISHING				
14	CONVEYING SYSTEM / ELEVATOR				
22	PLUMBING				
23	HVAC / MECHANICAL				
26	ELECTRICAL				
	OTHER ITEMS NOT LISTED				
	OVERHEAD / INSURANCE				
	CONTINGENCY				
	TOTAL AMOUNT		\$		

• As part of the Price Proposal Form, Proposers are required to complete the Cost Estimate Template attached to the RFP as Attachment "E," which provides supporting quantity information and cost breakdowns as outlined above.

2. Alternates

The	Proposer	proposes	the followir	ng alternates	. if applicable	, to the Base Pricing:

Alternate #1: Site Preparation & Demolition Work of Existing Building On-Site
Amount: \$
Written in Words:
writter in words.
 Alternate #2: Roadway Expansion, Off-Street Parking, Utility Connections, and required Civil Engineering Services
Amount: \$
Written in Words:
3. Unit Prices The Proposer, in case of additions to or deductions from the Work of any Phase, the
following unit prices for work as specified in the RFP and Contract Documents.
Unit Price #1:
Description:
Price per Unit: \$
Unit Price #2:
Description:
Price per Unit: \$
Unit Price #3:
Description:
Price per Unit: \$
[Add additional unit pricing as needed.]

4. Allowances

The Proposer acknowledges the inclusion of the following allowances in the Proposal/Bid

Allowance #	1:		
Description:			
Amount: \$			
Allowance #	2:		
Description:			
Amount: \$			
Allowance #	3:		
Description:			
Amount: \$			
	[Add more allowar	nces as needed.]	
Dated this	day of	, 20	<u>_</u> .
NAME OF PROPOSE	R/CONTRACTOR:		
ADDRESS OF PROP	OSER/CONTRACTOR:		
CORPORATE SEAL	BY:		-
	TITLE:		
	LIC. NO.:		

FORM 12 BID SECURITY/BID BOND

KNOW ALL MEN BY THESE	E PRESENTS, that we,	,
of Florida, and represented by i	eld and firmly bound uts Town Manager, in the	anto the Town of Golden Beach, a municipality within the State he sum of two (2%) of the proposed annual base bid amount of: (Written, Dollar, Amount), dollars
(\$)1	awful money of the Un our heirs, executors, a	(Written Dollar Amount) dollars nited States of America, for the payment of which well and truly administrators, successors, and assigns, jointly and severally by
WHEREAS, the Principal confurnishing of all labor, materials	s (except those to be sp	or has submitted, a bid to the Town of Golden Beach for the ecifically furnished by the Town), equipment, machinery, tools, mance of the work covered in the bid and solicitation, entitled:
		Proposals No. 2024-002 n of Wellness Center
bond in the amount of 5% of the if awarded the Contract, enter it (10) consecutive calendar days NOW, THEREFORE, the concalendar days after written notion and furnishes the Performance satisfactory to the Town, then to the Town of Golden Beach at good and lawful money of the UIN WITNESS WHEREOF, the these presents to be signed in its and	e proposal amount be nto a written Contract after written notice had ditions of this obligation of such acceptance, Bond, in an amount his obligation shall be not the Surety herein agunited States of Americand	nission of said bid that a cashier's check, certified check, or bid submitted with said bid as a guarantee that the Proposer would, with the Town for the performance of said Contract, within ten ving been given of the award of the Contract. ion are such that if the Principal within ten (10) consecutive, enters into a written Contract with the Town of Golden Beach equal to one hundred percent of the annual base bid amount, void; otherwise the sum herein stated shall be due and payable grees to pay said sum immediately upon demand of the Town in ca, as liquidated damages for failure thereof of said Principal.
		ed these presents to be signed in its name by its
name by its		and attested in its under its
name by its corporate seal, this	day of	, 2024.
In the presence of:		Signed, sealed and delivered by:
Witness #1 Print Name:		Print Name:
Witness #2 Print Name:		Title:Principal/Firm:
In the presence of:		Signed, sealed and delivered by:
Witness #1 Print Name:		Attorney-In-Fact: (Power of Attorney to be attached)
Witness #2 Print Name:		Resident Agent
vi illicoo #2 i illit ivallic.		_ Resident Agent

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GENERAL ABBREVIATIONS				
ABRV	DESCRIPTION		ABRV	DESCRIPTION
A/C	AIR CONDITION PAD		NTS	NOT TO SCALE
ACP	ASSESTOS CEDIENT PIPE		ORB	OFFICIAL RECORDS BOOK
ALLIM	ALDMINUM		0/8	OFF SET
APPROX	APPROXIMATELY		(P)	PLAT
B.C.R.	BROWARD COUNTY RECORDS		P.B.	PLAT BOOK
B/L	BASELINE		P.B.C.R.	PALM BEACH COUNTY RECORDS
BOTT	BOTTOM		PC	POINT OF CURVE
(c)	CALCULATED		PCP	PERMANENT CONTROL POINT
CEP	CAST IRON PIPE		PGS	PAGES
Ę.	CENTER LINE		PHOPE	PERFORATED HIGH DENSITY POLYETHYLENE
DONG	CONCRETE		PI	POINT OF INTERSECTION
D	DEED/DESCRIPTION		PKAD	PK NAL AND DISK
D.E.	DRAINAGE EASEMENT		PRC	POINT OF REVERSE CURVE
DIA	DIAMETER		PROP	PROPOSED
DP	DUCTLE RON PIPE		PRM	PERMANENT REFERENCE MARKER
ELEV	ELEVATION		PSM	PROFESSIONAL SURVEYOR AND MAPPER
ECM	EDGE OF WATER		PT	POINT OF TANGENCY
Ð	EDGE OF PANEMENT		PVC	POLY VINYL CHLORIDE
EXIST	EXISTING		R	RADIUS
FF	FINISHED FLOOR		RCP	REINFORCED CONCRETE PIPE
FND	FOUND		RE	RIM ELEVATION
FPL	FLORIDA POWER & LIGHT		ROE	RANGE
GFF	GARAGE FINISHED FLOOR		R/W	RIGHT-OF-WAY LINE
HDPE	HIGH DENSITY POLYETHYLENE		SEC	SECTION
I.E.	INVERT ELEVATION		TOB	TOP OF BANK
R	IRON ROD		TOE	TOE OF SLOPE
R&C	IRON ROD AND CAP		TOP	TOP OF PIPE
P	irón pipe		TWP	TOWNSHIP
L	ARC LENGTH		TYP	TYPICAL
Ш	LICENSED BUSINESS		U.E.	LITILITY EASEMENT
LF	LINEAR FEET		VCP	VITRIFIED CLAY PIPE
(M)	MEASURED		Δ	DELTA

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	STANDARD	LINETABLE	
l			
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	BASELINE	— enc — enc —	BURBED TRAFFIC CONTROL
	PARCEL LINE	e	COMMUNICATIONS DUCTBANK CL
	BOUNDARY LINE		FIBER OPTIC DUCTBANK CL.
	EASEMENT LINE	OW	OVERHEAD WIRE
	LOT LINE		BURIED ELECTRIC
	RIGHT OF WAY LINE	a	BURIED STREET LIGHTING
	CENTER LINE		ELECTRICAL DUCTEANK CONTEX LINE
	SECTION LINE		FORCE MAIN
. v.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	LANDSCAPE LINE		SANITARY SEWER
	EDGE OF WATER	— ME — ME —	SANITARY SERVICE
	RR TRACKS		VACUUM SEWER
	PLAT LINE		STORM DRAIN
	CURB & CUTTER	FRE FRE	FIRE LINE
_x_x_x_x_	FENCE LINE		RAW WATER LINE
	GUARD RAIL	—-u—	WATER LINE MAIN
usk usk	UNKNOWN UTILITY	MC MC	WATER LINE CHILLED
	ABANDONED LITLITY		WATER SERVICE
HPVU HPVU	NON FIELD VERIFIED UTILITY		RRIGATION LINE
BCTY 6CTY	BURSED CABLE TV	940	GAS LINE ABOVE GROUND
_n_n_	BURSED COMMUNICATIONS LINE		BURIED GAS LINE
roc roc	RIBER OPTIC CABLE	es	BURIED GAS SERVICE LINE
	BURNED TELEPHONE	— MI — MI —	FUEL LINE

BENCH MARK □ CONCRETE MONUMENT □ CONCRETE MONUMENT □ PRON PROP ■ PRON PROD ■ PRON PROD ■ PRON PROD ■ PRON PROD AND CAP ■ PRON PROD PROPE BEND □ A 22 25' PPRE BEND □ A 25' PPRE BEND □ A 25' PPRE BEND □ THE PRICE MONTH MARKET ■ PRODUCE PPRE PITTING □ ELECTIFIC MOTION ■ PRODUCE PPRE PITTING □ EM ELECTIFIC MOTION ■ PRODUCE PROPE PITTING □ EM ELECTIFIC MOTION ■ PRODUCE PROPE PITTING □ MISSER MOTION			GENERAL SY	/BO	DL LE	GEND
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☐NPB NEWSPAPER BOX			CI W/ MANHOLE & GRATE][_	
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LOTS 18 THROUGH 20, BLOCK 6, GOLDEN BEACH SECTION "C", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT 600K 8, PAGE 52, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

ALSO TOGETHER WITH:

LOTS "7" AND "9", GOLDEN BEACH SECTION "D", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 10, OF THE PUBLIC RECORDS OF DAGE COUNTY, FLORIDA.

SAID LANDS STUATE IN THE TOWN OF GOLDEN BEACH, DADE COUNTY, FLOREDA

SURVEYOR NOTES:

- ARTICLAR SALEAS.

 1. REPRODUCTIONS OF THIS SURVEY ARE NOT WALD WITHOUT THE SIGNATURE AND ORIGINAL RISED SEAL OF A FLUREDA LISECHSED SURVEYOR AND MAPPEL.

 2. NO SEARCH OF THE PUBLIC REPORTS WAS UNDOCTRICED FOR EASTMETHES OF WAYS, RESTRICTIONS OR OTHER RECORDED OR PUBLICACY OF LAMBCORDED DOCUMENTS BY THIS FROM, NOR WERE ANY SUCH RECORDES SUPPLIED THE WEST LINE OF COLLEN BEACH DRIVE (CALICALINE) TO BEAK MORTH OF SO "WEST") DAKED ON PREMIOUS SURVEYS CONDUCTED FOR THE COMM OF DOLICH BEACH DRIVE OF SOURCE SURVEYS CONDUCTED FOR A COLLENGATION OF A SOURCE SURVEYS ON MINISTERS ON MORE RECORD OF SOURCE SURVEYS ON PREMIOUS SURVEYS CONDUCTED FOR A SOURCE SURVEYS ON MINISTERS ON MORE RECORD OF SOURCE SURVEYS ON MORE RECORD ONCE COUNTY PUBLISHED BENCHMARK E-201 HAVEND AND ELECTROPHORY. DEPORTS OF BENCHMARK E-201 HAVEND AND ELECTROPHORY. PROTICESS, DEBANCE, LITE INDS. ETC. NOT SANOWN OR

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 8. ALL DISTANCES SHOWN HERBON ARE IN ACCORD WITH THE UNITED STRIES STANDARD USING PET AND DOTAIN.

 9. THIS MAP CONSTITUES A RE-SURVEY OF THE PROPERTY. THE ORIGINAL SURVEY WAS PREPARED UNDER PROVEDT MARKET CO-1525 AND DATED APRIL 21ST, 2008.

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FOR THE FIRM DY:

08/17/18 MELD DATE:

TOWN OF GOLDEN BEACH MIAMI-DADE COUNTY, FLORIDA

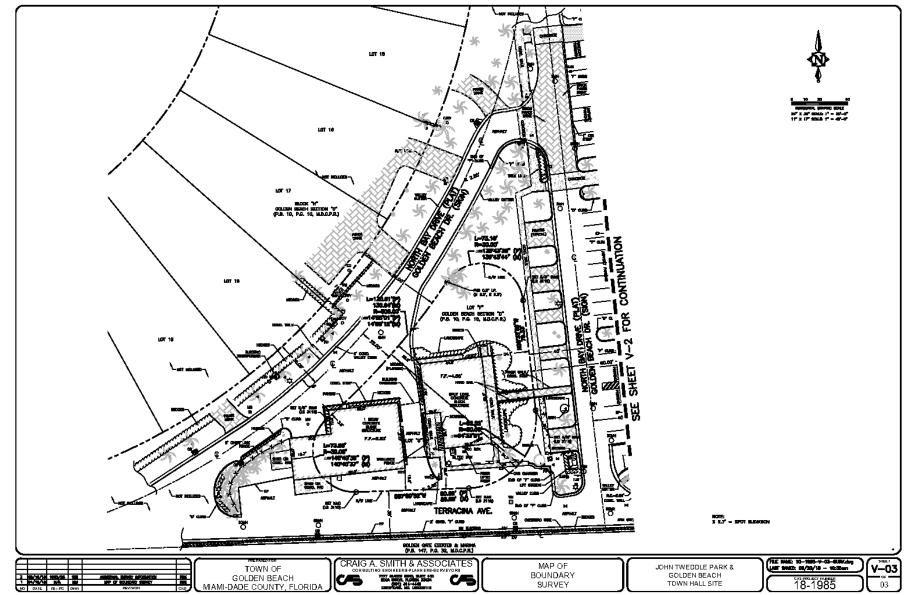


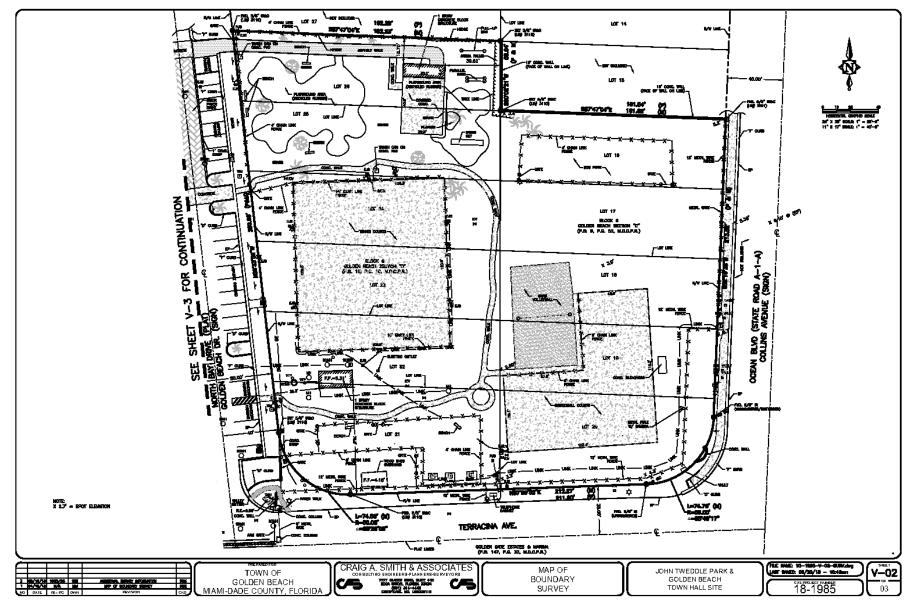
MAP OF BOUNDARY SURVEY

JOHN TWEDDLE PARK & GOLDEN BEACH TOWN HALL SITE

FILE HARE: 10-1985-V-01-0UR/day (AET 1994D): 01/20/18 - 10/10m 18-1985







Attachment B Wellness Center Drawings and Specifications

Construction Plans, Drawings and Specs

Attachment C Form of Payment and Performance Bonds

PAYMENT BOND

BY THIS BU	ND, we,	, as Principai
(the "Contractor") and	d	, as Surety, are bound to
the Town of Golden I	Beach (the "Town"), as Obligee, in the amount	ofDollars
(\$) for the payment whereof Contractor and	Surety bind themselves, their heirs
executors, administra	tors, successors and assigns, jointly and several	ly.
WHEREAS, Cor	tractor has by written agreement entered into a	Contract pursuant to Request for
Proposals No. 2024-	002, which was awarded on	, 2024, pursuant to Resolution
No, with the To	wn, which contract documents are by reference	incorporated herein and made a part
hereof, and specific	ally include provision for liquidated and other of	damages, and for the purpose of this
	Bond are referred to as the "Contra	ct."

NOW, THEREFORE, THE CONDITION OF THIS PAYMENT BOND/OBLIGATION are that if Contractor shall promptly make payment to all claimants, as herein below defined, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the following terms and conditions:

- 1. A claimant is defined as any person supplying the Principal with labor, material and supplies, used directly or indirectly by the said Principal or any subcontractor in the prosecution of the work provided for in said Contract, and is further defined in Section 255.05(1) of the Florida Statutes; and
- 2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit; and
- 3. No suit or action shall be commenced hereunder by any claimant:

DV THE DOND ---

- a. Unless claimant, other than one having a direct contract with the Principal, shall within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to this bond for protection;
- b. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore;
- c. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law;
- d. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

- 4. The Principal and the Surety jointly and severally, shall repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.
- 5. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.

	the terms of the Contract, or to the work or to th	e Specifications.
6.		er that they have a Best's Key Rating Guide General " and Financial Category of "Class ".
this party b authori WITN will att	day of2024. peing hereto affixed and these presents duly signify of its governing body. ESS: If Sole Ownership or Partnership, two (2) test and affix seal. THE CONTRACTOR:	s executed this instrument under their several seals, A.D., the name and corporate seal of each corporate gned by its undersigned representative, pursuant to Witnesses Required; If Corporation, Secretary Only
Secret	ary	Name of Corporation By:
(Affix	Corporate Seal)	Print Name:
FOR T	THE SURETY: ESS:	Title:
		Agent and Attorney-in-Fact
		Print Name:
		Title:
		Address:

Telephone:

PERFORMANCE BOND

BY THIS BOND, we,	, as Principal,
(the "Contractor") and	, as Surety, are bound to
the Town of Golden Beach (the "Town"), as Obligee, in the amount of	Dollars
(\$) for the payment whereof Contractor and Surety bind	themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally.	
WHEREAS, Contractor has by written agreement entered into a Contract	t pursuant to Request for
Proposals No. 2024-002, awarded on, 2024, pursuant	to Resolution No.
, with the Town, which contract documents are by reference incorporated	d herein and made a part
hereof, and specifically include provision for liquidated and other damages, and	d for the purpose of this
Bond are referred to as the "Contract."	
NOW, THEREFORE, THE CONDITION OF THIS PERFORMAN	NCE BOND is that if

NOW, THEREFORE, THE CONDITION OF THIS PERFORMANCE BOND is that if Contractor:

- 1. Performs the Contract between Contractor and Town for the services defined in the Contract, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
- Pays the Town all losses, damages, liquidated damages, expenses, costs, and any and all attorney's fees, including for appellate proceedings, that the Town sustains as a result of default by Contractor under the Contract; and
- 3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, THEN THIS BOND WILL BE VOID. OTHERWISE, IT WILL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:
- 4. Whenever Contractor is, and declared by the Town to be, in default under the Contract, the Town having performed the Town's obligations, the Surety may promptly remedy the default or will promptly:
 - a. Complete the services defined in the Contract in accordance with the terms and conditions of the Contract; or
 - b. Obtain a bid or bids for completing the services defined in the Contract in accordance with the terms and conditions of the Contract, and upon determination by Surety of the lowest responsible bidder, or if the Town elects, upon determination by the Town and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Town, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, will mean the total amount payable by the Town to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Town to Contractor.

IT IS FURTHER AGREED THAT no right of action will accrue on this Bond to or for the use of any person or corporation other than the Town; and

IT IS FURTHER AGREED THAT the Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligations under this Bond.

Signed and sealed this day of	
FOR THE CONTRACTOR:	
WITNESS:	
Secretary	Name of Corporation
(Affix Corporate Seal)	By: Print Name: Title:
FOR THE SURETY:	
WITNESS:	
	Agent and Attorney-in-Fact Print Name:
	Title:
	Address:
	Telephone:

Attachment D Form of Construction Contract

TO BE PROVIDED VIA ADDENDUM TO REQUEST FOR PROPOSALS NO. 2024-0002

Attachment E Cost Estimate Template Form

PROJECT ID: WELLNESS CENTER

ADDRESS 1 GOLDEN BEACH DRIVE GOLDEN BEACH, FLORIDA 33160

SCOPE AS PER PROJECT DESCRIPTION

INFORMATION: CONTACT:

CLIENT'S

E-MAIL ADDRESS:

PHONE NUMBER:

Date: 12/20/202

								Date	12/20/202	
ITEM #	DWG. #	DESCRIPTION	QUANTIT Y	UNI T	WST G	QUANTIT Y w/ WASTAGE	UNIT COST (Material)	UNIT COST (Labor)	TOTAL COST (Labor + Material)	TRADE COST
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		Permits	0	LS	0%	0	\$ -	\$ -	\$ -	
		Final Clean-up	0	LS	0%	0	\$ -	\$ -	\$ -	
		Mobilization Costs	0	LS	0%	0	\$ -	\$ -	\$ -	
		Bonds	0	LS	0%	0	\$ -	\$ -	\$ -	
		Temporary Control & Facilities	0	LS	0%	0	\$ -	\$ -	\$ -	
		Mobile Scaffolding/ Lift	0	SF	0%	0	\$ -	\$ -	\$ -	
		Subtotal (General Requirements)	-	_	_	-	-			<u>\$</u>
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Λ 100 Λ 100	DIVISION 23- HEATING, VENTILATING & AIR- CONDITIONING DUCTWORK SQUARE DUCTS 20" x 20" Square Duct ROUND DUCT	0 0 0	LF		0	\$ -			-	
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