

TOWN OF SURFSIDE
REQUEST FOR PROPOSAL (RFP)
CONSTRUCTION OF
TOWN OF SURFSIDE 96TH STREET PARK
RFP No. 2022-05



Town of Surfside Commission:

Mayor Shlomo Danzinger
Vice Mayor Jeffrey Rose
Commissioner Fred Landsman
Commissioner Marianne Meiseid
Commissioner Nelly Velasquez

Town of Surfside
9293 Harding Ave
Surfside, FL 33154

DATE ISSUED: AUGUST 12, 2022

CLOSING DATE: OCTOBER 14, 2022

TABLE OF CONTENTS
RFP 2022-05

1.1.	INTRODUCTION.....	5
1.2.	BACKGROUND.....	5
1.3.	PROJECT LOCATION.....	5
1.4.	PROPOSAL GUARANTY.....	5
1.5.	SCOPE OF WORK.....	6
1.6.	PROPOSAL REQUIREMENTS & FORMAT.....	9
1.7.	SCHEDULE OF EVENTS.....	12
1.7.1.	PRE- SUBMITTAL CONFERENCE.....	12
1.8.	ADDITIONAL INFORMATION OR CLARIFICATIONS; ADDENDA.....	12
1.9.	SELECTION, AWARD OF AGREEMENT.....	13
1.10.	AGREEMENT EXECUTION.....	15
2.	INSTRUCTIONS.....	16
2.1.	CONE OF SILENCE.....	16
2.2.	EXAMINATION OF DOCUMENTS AND SITE.....	18
2.3.	SUBMISSION RECEIPT/WITHDRAWAL/CHANGES.....	18
2.4.	DISCREPANCIES, ERRORS, AND OMISSIONS.....	18
2.5.	DISQUALIFICATION.....	18
2.6.	CAPITAL EXPENDITURES.....	18
2.7.	PERFORMANCE OF THE WORK.....	19
2.8.	PERFORMANCE BOND AND PAYMENT BOND.....	19
2.9.	HOLD HARMLESS AND INDEMNIFICATION.....	19
2.10.	INSURANCE REQUIREMENTS.....	19
2.11.	SUB-CONSULTANTS.....	20
2.12.	LAWS AND REGULATIONS.....	20
2.13.	RESERVATION OF RIGHTS.....	21
2.14.	ATTACHMENTS.....	22
	ATTACHMENT A “PROPOSAL FORM PACKAGE”.....	23
	ATTACHMENT B “PRICE SUBMITTAL SCHEDULE AND BOND PACKAGE”.....	46
	ATTACHMENT C “SAMPLE CONSTRUCTION CONTRACT”.....	64
	ATTACHMENT D “SAVINO MILLER DESIGN STUDIO 96TH STREET PARK DRAWINGS AND SPECIFICATIONS / CONSTRUCTION DOCUMENTS”.....	65

PUBLIC NOTICE

**REQUEST FOR PROPOSAL (RFP) No. 2022-05
CONSTRUCTION OF
TOWN OF SURFSIDE 96TH STREET PARK**

NOTICE IS HEREBY GIVEN that the Town of Surfside (“Town”) is soliciting proposals from qualified firms for the **CONSTRUCTION OF TOWN OF SURFSIDE 96TH STREET PARK** in Surfside, Florida. Construction of the Town 96th Street Park will require the provision of services including, but not limited to, construction of a LEED SILVER certified municipal community center building, development of a LEED SITES certified municipal recreational park to include: Installation of new playground facilities and specialized play equipment, site furnishings, shade structure, fencing, lighting, landscaping, irrigation system(s), and such other components required in the Town’s design documents (the “Work”). Interested firms and individuals (“Proposer(s)”) may pick-up a copy of the Request for Proposal (“RFP”) No. 2022-05 from the Town Clerk’s Office, Town Hall, 9293 Harding Avenue, Second Floor, Surfside, Florida, 33154, or may download it from the Town’s website at www.townofsurfside.fl.gov. The RFP contains detailed and specific information about the scope of Work, submission requirements, and evaluation and selection procedures.

One (1) original, four (4) hard copies, and one (1) electronic copy on a USB drive of the completed and executed Proposals must be delivered no later than **OCTOBER 14, 2022 at 2:00 PM** (“Submission Deadline”), to the following address:

**Town of Surfside Town Hall
Town Clerk’s Office
9293 Harding Avenue
Surfside, Florida, 33154.**

The Town reserves the right to reject late submissions, in 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. 2022-05

CONSTRUCTION OF

TOWN OF SURFSIDE 96TH STREET PARK

PRE-SUBMITTAL CONFERENCE: AUGUST 31, 2022 at 11:00 AM

Deadline for Questions: SEPTEMBER 16, 2022, at 5:00 PM

SUBMISSION DEADLINE: OCTOBER 14, 2022 at 2:00 PM

A **Pre-Proposal Submission Conference** is scheduled for **August 31, 2022 at 11:00 AM** at the Town Commission Chambers, 9293 Harding Avenue, Surfside, Florida. All Proposers planning to submit proposals are not required to attend this meeting.

All persons attending the pre-submission conference may ask questions or seek clarification regarding this RFP via the procedures outlined below. Any questions or clarifications concerning the proposal specifications must be received by Sandra McCready, M.M.C. Town Clerk, no later than **5:00 PM, SEPTEMBER 16, 2022**. Any questions regarding RFP No. 2022-05 are to be submitted either in writing directly to Sandra McCready, Town Clerk, at the following address: 9293 Harding Ave., Second Floor, Surfside, Florida 33154, or via email to: smccready@townofsurfsidefl.gov. Any questions received by the Clerk after the stated deadline will be disregarded. All questions received by the Clerk prior to the stated deadline shall be answered via an Addendum to this RFP and circulated to all registered Proposers.

The Town intends to enter into an agreement with the successful Proposer to construct the **TOWN OF SURFSIDE 96TH STREET PARK** in the Town of Surfside, Florida, in accordance with the Town Consultant's Design Specifications.

The Town reserves the right to cancel this solicitation, reject any or all submissions, with or without cause, to waive technical errors and informalities, and to accept any proposal from a proposer which is qualified and best serves the interests of or represents the best value to the Town.

The Town hereby provides notice to all proposers of the imposition of a Cone of Silence for this solicitation, as set forth in Section 3-17 of the Town Code. "Cone of Silence," as used herein, means a prohibition on communication regarding a competitive bid or solicitation for a purchase exceeding \$25,000.00, including but not limited to, a particular request for proposal ("RFP") between (1) A potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant, and (2) Town commissioners, Town's staff including, but not limited to, the Town Manager and his or her staff, and any member of the Town's selection or evaluation committee. Please contact the Town Clerk and/or Town Attorney with any questions on the Cone of Silence.

Date Issued: August 12, 2022

TOWN OF SURFSIDE, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 2022-05

CONSTRUCTION OF TOWN OF SURFSIDE 96TH STREET PARK

1.1. INTRODUCTION.

The Town of Surfside, Florida (“Town”), a municipality located in Miami-Dade County, Florida, is seeking proposals from qualified firms (“Proposers”) to submit Proposals to provide all work necessary for the construction of the Town 96th Street Park (the “Project”). Specifically construction for the Project shall include the performance and provision of services necessary to construct the Town 96th Street Park pursuant to the Savino Miller Design Studio 96th Street Park Drawings and Specifications / Construction Documents, attached hereto as Exhibit “D” (the “SMDS Specifications”) (the “Work”). The Project Work shall include, but not be limited to the following tasks, as further described under Section 1.5 of this RFP and the SMDS Specifications:

1.1.1. Complete demolition of existing facilities;

1.1.2. Construction of:

1.1.2.1. Two-Story LEED SILVER Certified Recreation Building +/- 1,600sf,

1.1.2.2. Development of LEED SITES Certified Recreational Park to include:

1.1.2.3. Kayak Launch,

1.1.2.4. Full Court Basketball Court, and

1.1.2.5. Green Space/Soccer Field;

1.1.3. Installation of:

1.1.3.1. Minor field lighting,

1.1.3.2. Landscaping,

1.1.3.3. Irrigation Systems,

1.1.3.4. Two (2) playgrounds (age specific),

1.1.3.5. Shade Structure,

1.1.3.6. Fencing,

1.1.3.7. Security Lighting, and

1.1.3.8. Benches.

1.2. BACKGROUND.

The Town is located on a low-lying barrier island in northeast Miami-Dade County, Florida, situated between Miami Beach to the south and Bal Harbour Village to the north, and is bounded on the east by the Atlantic Ocean, on the west by Biscayne Bay, on the south by 87th Terrace, and on the north by 96th Street. The Town’s standards stress high-quality visual corridors to the ocean, with access to the ocean, as well as a focus on protecting the environment, providing landscaping, and developing aesthetically attractive structures.

1.3. PROJECT LOCATION.

The Project site is located at 9572 Bay Drive, Town of Surfside, Florida 33154, and consists of an approximately one-acre Project site known as “96th Street Park” (the “Site”).

1.4. PROPOSAL GUARANTY. A certified or cashier’s check drawn on a national or state bank, or bid bond in the amount of five percent (5%) of the total price submittal shall

accompany each proposal as a guarantee that the Proposer will, if award is made, execute an Agreement 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 A- rating or better under the Best's Guidelines and be made payable to the Town of Surfside.

1.5. SCOPE OF WORK.

The Town desires to engage a qualified firm(s) to perform all of the work and services outlined in greater detail below. The successful engineering firm shall be qualified to perform the following work:

1.5.1. INTENT. It is the intent of this solicitation for a contractor to perform the construction of the Town 96th Street Park. The scope of services for this contract will be for all labor and materials needed to complete the work in accordance with the approved plans, details and specifications listed herein.

1.5.2. SUMMARY OF WORK. Contractor will provide all Work to construct the 96th Street Park in accordance to the approved plans and the labor and materials for this scope of Work, as further detailed in the SMDS Specifications, attached hereto as Attachment "D."

1.5.2.1. It is the responsibility of the Contractor to furnish all services, labor, materials, equipment, tools, insurance, permits, and fees (if any) necessary to complete the Work, according to the scope of services set forth by the Town.

1.5.3. PERFORMANCE TIME/SCHEDULE. Work shall be completed no later than THREE HUNDRED SIXTY-FIVE (365) calendar days after issuance of a Notice to Proceed. See details below:

1.5.3.1. The Contractor shall obtain all permits and licenses required within fourteen (14) days of issuance of Town's Notice to Proceed.

1.5.3.2. The Contractor shall then mobilize within fourteen (14) days of receipt of issuance of Town's Building Permit.

1.5.3.3. The Work for the construction of the Town 96th Street Park 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 Temporary Certificate of Occupancy (TCO).

1.5.4. SPECIFICATIONS –Deliveries/Materials: The Contractor will be required to deliver all equipment and other materials to the location of installation. Care shall be exercised in handling all materials and equipment, and the Contractor will be held responsible for any damage to the Project Site and adjacent properties. All material, fill and special equipment require architect and/or Town approval prior to installation or delivering to the Project Site. Material, fill or special equipment will be authorized unless approved through shop drawing submittal.

1.5.4.1. Scope of Work shall include:

1.5.4.1.1. Mobilization of all equipment and materials to the Site.

1.5.4.1.2. Labor and materials for the installation of erosion controls both in the water and on land.

1.5.4.1.3. Removal and disposal of any demolition work.

1.5.4.1.4. Labor and materials for the installation of all Landscape/Hardscape materials.

1.5.4.1.5. All labor and materials for the construction of the Town 96th Street park shown within the SMDS Specifications, attached hereto as Exhibit "D," including specifications for:

- (a) Architectural,
- (b) Civil,
- (c) Electrical,
- (d) Irrigation,
- (e) Landscape (Prime consultant),
- (f) Mechanical,
- (g) Plumbing,
- (h) Structural, and
- (i) Building.

1.5.5. EROSION CONTROL. The Contractor shall be responsible for installing the appropriate and plan shown erosion control measures prior to the start of any construction activity. The Contractor shall also be responsible for the maintenance of the erosion control measures through the duration of the Project. Erosion control measures include but are not limited to silt fencing, hay bales, turbidity curtains, etc. A monthly National Pollutant Discharge Elimination System (NPDES) log is to be maintained and submitted to the Town.

1.5.6. LEED SILVER/LEED SITES CERTIFICATION REQUIREMENTS. There are no requirements for the contractor to be LEED SILVER / LEED SITES certified.

1.5.7. DEMOLITION MATERIAL. The onsite location of stockpiled demolition debris must be mutually agreed upon by the Town and Contractor prior to any placement. The Contractor shall be responsible for the debris and all associated offsite removal.

1.5.8. SITE RESTORATION. The Contractor shall be responsible for restoring the surrounding work area to its original condition. Contractor will arrange to secure the work concluded on the new park and ensure that upland work will not damage any work on the newly constructed seawall. A construction entrance is to be maintained a Site phasing plan is to be submitted for review and approval by the Town prior to work start. Any damages to existing underground utilities or structures to remain such as seal wall will be the responsibility of the Contractor to repair at no additional cost to the Town.

1.5.8.1. Pre construction pictures and videos are to be taken by the Contractor and submitted to the Town prior to mobilization.

1.5.9. FINAL INSPECTION.

1.5.9.1. Upon notice from the Contractor that work is completed in accordance with the SMDS Specifications, the Town, the Engineer of Record and Landscape Architect of Record shall make a final inspection of the work. The Contractor will be notified of all instances where work fails to comply with the SMDS Specifications. The Contractor shall immediately make those alterations which will make the work fully comply with the SMDS Specifications.

1.5.9.2. The Contractor shall immediately correct or complete all issues as well as defects that were identified by the Town representative, the Engineer of Record and the Landscape Architect of Record.

1.5.9.3. Upon completion of the work the Contractor shall notify the Town Building Department when it is ready for inspection. The Town shall promptly make a final inspection of the work and notify the Contractor of any necessary work that is not completed. The Contractor shall immediately complete all incomplete work and arrange for re-inspection.

1.5.9.4. Prior to the Final Inspection for a Certificate of Occupancy (structure) and a Certificate of Completion (Site), the Contractor shall provide a notarized affidavit from

the Engineer of Record and the Landscape Architect of Record, respectively, stating that the work has been completed in compliance with the approved engineered plans and specifications for the Project, including the SMDS Specifications. Contractor, by and through the Engineer of Record and Landscape Architect of Record, shall execute and process to fruition all necessary paperwork to achieve final LEED SILVER and LEED SITES certification(s) for the project with the United States Green Building Council.

1.5.10. WARRANTIES. All materials and work shall have a warranty period of one (1) year, from date of completion, in addition to any and all manufacturer warranties.

1.5.10.1. Clearly identify what is covered (both labor and materials), in your Proposal and on the costs on the Price Sheet

1.5.11. WORKMANSHIP.

1.5.11.1. Where not more specifically described in this RFP, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of these services.

1.5.11.2. All work shall be executed by personnel skilled in their respective lines of work.

1.5.11.3. All work and materials shall comply where applicable with the 2020 Florida Building Code(s), the 2014 National Electric Code and the 2020 Florida Fire Prevention Code.

1.5.12. PROJECT COORDINATION & SCHEDULING.

1.5.12.1. During the course of work, the Contractor shall be responsible for keeping the Town informed of the proposed work schedule. The Contractor shall prepare a Construction Schedule to serve as a guide in managing the construction progress. A bi-weekly coordination meeting will be scheduled throughout the duration of the Project with a Town representative. The Town reserves the right to attend Contractor's subcontractor coordination meetings. Any delays encountered that impact the critical path of the schedule need to be reported to the Town along with proposed plan to not cause delays to substantial completion.

1.5.12.2. The Contractor shall not put workers on the job or perform any work without prior knowledge that such work is to be done, the place of work, and the scheduled starting time. A minimum of one (1) week notification to the Town is required. The Town reserves the right to deny the request without penalty.

1.5.12.3. In the event that any work subject to inspection or testing is installed without notification in time for such testing or inspection to be done, that work shall be subject to removal and replacement by the Contractor, at no additional cost to the Town.

1.5.12.4. The Contractor shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and (iii) other property or items at the Site of the Work, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall take adequate precautions and measures to protect existing roads, sidewalks, curbs, pavement, utilities, adjoining property and

improvements thereon (including without limitation, protection from settlement or loss of lateral support) and to avoid damage thereto. Without adjustment of the Contract Price or the Contract Time, the Contractor shall repair, replace or restore any damage or destruction of the foregoing items as a result of performance or installation of the Work. All Contractor supervisors are to have a minimum of an OSHA 10-hour certification. All excavations shall be supervised by a trench competent person.

1.5.12.5. All Deliveries are to be made on-site. This includes deliveries of heavy equipment and all materials. No staging is to occur on Bay Drive.

1.5.13. PRE-CONSTRUCTION MEETING. The Contractor shall schedule a preconstruction meeting and Site visit with Town staff and Landscape Architect of Record prior to any work being performed. The date, time, and location shall be mutually agreed upon by the Town and the Contractor. All material submittals and shop drawings must be approved by Landscape Architect prior to installation.

1.5.14. SITE VISITS. Visits to the property will be scheduled during a pre-proposal meeting at the time of Pre-Bid Meeting and second visit requests may be scheduled in advance, by calling Hector Gomez, Town Public Works Director at 786-778-1728.

1.5.14.1. It is incumbent upon all proposers to examine the Site and ensure that they are aware of all conditions that may affect the contract work thereon and therein. The Town will not be responsible for conclusions made by the Contractor.

1.5.15. 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 and paying for all necessary permits/licenses, including but not limited to:

1.5.15.1. 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.

1.5.15.2. All Required Town of Surfside Building Permits, including Sub-Permits issued to Sub-Contractors.

1.5.15.3. Permit fees will be paid by the Contractor and submitted to the Town for reimbursement.

1.5.16. BUSINESS TAX RECEIPT - A current Miami Dade County business tax receipt is required for this Project. If the winning Proposer does not have one, the following will apply:

1.5.16.1. If the business is located outside the Town limits and the business qualifies for an exemption pursuant to "Florida State Statute 205.065 Exemption; nonresident persons regulated by the Department of Business and Professional Regulation (DBPR)", provide valid copies of a DBPR license and a Business Tax Receipt (BTR) from the county or municipality in the state where the permanent business location or branch office is maintained and a BTR will be issued at no cost

1.6. PROPOSAL REQUIREMENTS & FORMAT.

Proposers must submit one (1) original, five (5) copies, and one (1) electronic copy on a USB drive to the Town Clerk by the Submission Deadline **October 14, 2022, by 2 P.M.** Proposals must be typed in typeface Arial 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. All abbreviations and acronyms used in the response shall be kept to a minimum and defined upon their first usage. 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. The emphasis should be on accuracy, clarity, comprehensiveness and ease of identifying pertinent information and suitability of the Work for the Project.

In preparing your proposal, proposer should assume that the Town has no previous knowledge of the proposer’s services or capabilities. Each response shall be prepared simply and economically, providing a straightforward and concise description of the respondent’s capabilities regarding the Work to be performed for the Project pursuant to this solicitation. Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to the solicitation requirements, and on completeness and clarity of content.

Proposers shall label, tab, and organize proposal submittal documents utilizing the following format as outlined below:

1.6.1. Letter of Transmittal. The response format shall contain a Letter of Transmittal 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.*

1.6.2. Tab 1: 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, including LEED certification and expertise. 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.

1.6.3. Tab 2. Form Proposal Package. Proposer shall provide complete and accurate copies, with all required signatures and notarizations, for all the forms in the Form Proposal Package attached hereto as Attachment “A,” which includes:

- 1.6.3.1. Form 1: Response Checklist
- 1.6.3.2. Form 2: Proposal Information Form
- 1.6.3.3. Form 3: Certificate of Authority (For Corresponding Entity)

- 1.6.3.4. Form 4: Company Qualifications' Questionnaire
- 1.6.3.5. Form 5 Key Personnel
- 1.6.3.6. Form 6 Client References
- 1.6.3.7. Form 7: Dispute Disclosure
- 1.6.3.8. Form 8: Single Execution Affidavit
- 1.6.3.9. Form 9: Drug-Free Workplace Form

1.6.4. Tab 3. Proposer's 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 responsibilities and environmental compliance. 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 a similar project or environment.

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:

1.6.4.1. Service and Incorporation – Contractor shall have been in business and continuous operation and service and incorporated in the State of Florida for a minimum of five (5) years.

1.6.4.2. Licenses – Contractor must be fully licensed State of Florida General Contractor with all applicable and required licenses, certifications, and permits necessary to perform the services required for the Project, including government licenses, certifications, and permits from the federal government, the State of Florida, Miami-Dade County, the Town, and any other governing governmental regulatory authorities.

1.6.4.3. LEED PROJECT EXPERIENCE- Contractor is not required to be LEED certified or have completed a LEED project in the past. It is favorable to provide any LEED experience documentations.

1.6.5. Tab 4. Proof of Experience. 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 park construction, recreational facility building construction, dock construction, lighting systems, and landscaping and irrigation work. The Proposer shall have been in existence and continuous operation performing similar services required for the Project for a minimum of five (5) years. This Tab should also provide information on the Proposer's current workload and how this Project will fit into the existing workload.

1.6.6. Tab 5. Previous Work. List all contracts which the Proposer has performed related to construction of parks, recreational facilities, and kayak or waterpark projects. The Town will review all contracts the Proposer has listed. As such, the Proposer must list and describe all relevant services and work performed and include for each project:

1.6.6.1. Name of the Entity, Municipality, or other Government Entity which administers or administered the contract;

1.6.6.2. Description of work;

1.6.6.3. Total dollar value of the contract;

- 1.6.6.4.Dates covering the term of the contract;
- 1.6.6.5.Entity, Municipality, or Government Entity Contact person and phone number;
- 1.6.6.6.Statement of whether Proposer was the prime contractor or subcontractor, and
- 1.6.6.7.The results of the project.

1.6.7. Tab 6. Safety Record. Proposer shall provide documentation evidencing the safety record of the Proposer in performing similar services, including information as to any safety violations, assessments or citations issued by applicable governmental agencies in the past five (5) years.

1.6.8. Tab 7. Insurance. Provide a certificate of insurance indicating that the firm has coverage in accordance with the requirements set forth herein that may be furnished by the firm to the Town along with their qualification data. The Town of Surfside must be named as an additional insured on all policies prior to entering into an agreement. In the alternative, proposers may offer a sworn statement agreeing to obtain (prior to award) insurance with coverages as detailed in the RFP.

1.6.9. Tab 8. Miscellaneous and Additional Relevant Documentation. Proposer may provide any additional information that highlights experience or expertise, which is relevant and directly applicable to this RFP. *Information provided should be limited to two (2) pages.*

1.6.10. Tab 9. Price Submittal Schedule and Bond Package. Proposer shall provide complete and accurate copies, with all required signatures and notarizations, for all the forms in the Price Submittal Schedule and Bond Package attached hereto as Attachment “B,” in a separated and sealed enclosure marked “Town of Surfside 96th Street Park Price Submittal Schedule and Bond Package.” Forms to be provided in a separate enclosure include the following forms:

- 1.6.10.1. Form 1. Surfside Park – Price Submittal Schedule of Values
- 1.6.10.2. Form 2: Bid Bond
- 1.6.10.3. Form 3: Performance Bond
- 1.6.10.4. Form 4: Payment Bond

NOTE: FAILURE TO SUBMIT TAB 9, “THE PRICE SUBMITTAL SCHEDULE AND BOND PACKAGE” IN A SEPARATE AND SEALED ENCLOSURE MARKED “TOWN OF SURFSIDE 96TH STREET PARK PRICE SUBMITTAL SCHEDULE AND BOND PACKAGE” SHALL RENDER THE PROPOSER’S PROPOSAL NON-RESPONSIVE.

1.7. SCHEDULE OF EVENTS.

1.7.1. PRE- SUBMITTAL CONFERENCE.

A Pre-Submittal Conference is scheduled for **August 31, 2022 at 11:00 AM** at the Town of Surfside Town Hall Chambers, 9293 Harding Avenue, Surfside, Florida. *Interested Proposers are strongly encouraged to attend the pre-submittal conference.* Proposers should allow enough time to ensure arrival prior to the indicated time. All persons attending the pre-submission conference will receive the answers to all questions asked or submitted.

1.8. ADDITIONAL INFORMATION OR CLARIFICATIONS; ADDENDA.

Requests for additional information or clarifications must be received by Sandra McCready, M.M.C. Town Clerk, no later than **5:00 PM, September 16, 2022.** Any questions regarding RFP

No. 2022-05 are to be submitted either in writing or via e-mail directly to Sandra McCready, Town Clerk, in accordance with the deadline for receipt of questions also specified in the Public Notice Section of this RFP. 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 Sandra McCready, M.M.C., Town Clerk, at: **Town Clerk's Office, Surfside Town Hall, 9293 Harding Ave., Second Floor, Surfside, Florida 33154.**

Emails requesting additional information or clarifications for this RFP must be received by Sandra McCready, M.M.C., Town Clerk, at the following email: smccready@townofsurfsidefl.gov. The request shall include, at a minimum, the RFP number and title, the Proposer's name, the name of Proposer's contact person, address, phone number, and email.

The Town will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal deadline. 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.

1.9. SELECTION, AWARD OF AGREEMENT

1.9.1. 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 experience, ability, organization, 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 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.

1.9.2. Phase 1 Initial Evaluation. The Town shall appoint a Selection Committee of four (4) members to evaluate proposals received by the RFP deadline. The members of the Selection Committee shall be selected with consideration for their competence to review, evaluate, and rank the Proposals of the Proposers against the requirements set forth in this RFP. The Selection Committee will evaluate, review, and rank each Proposal based on the evaluation factors set forth below:

Criteria	Percentage
Technical Approach to the Project and Timeliness.	25

Evaluation of the Proposer's (1) understanding of the Town's needs for the Project, (2) technical approach towards performing the Work for the Project, including incorporation of resiliency elements, (3) timeline for implementation, (4) familiarity with local, state, federal, and/or other governmental regulatory procedures and requirements, including environmental, and (5) LEED proficiency and expertise if any.	
Qualifications: Evaluation of qualifications of the Proposer's key personnel, including evaluation of necessary certifications, education, and licenses held by key personnel.	25
Experience. 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 constructing parks), 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.	25
Previous Similar Projects. Evaluation of the Proposer's experience and past performance in providing Work for construction of parks, recreational facilities, and kayak or waterpark projects similar to the Work contained in this RFP, including previous contracts and work performed for the Town.	25
Total	100

After ranking each Proposal, the Selection Committee's three (3) highest ranked firms shall be placed on a short-list for further Phase 2 Evaluation, as set forth in further detail under Section 1.9.3 of this RFP. At the discretion of the Selection Committee, if an additional firm is ranked equally the three (3) highest ranked firms, preference shall be given to the firm with a Drug-Free Workplace policy, except that if both firms have a Drug-Free Workplace policy, both firms shall proceed to Phase 2 Evaluation. Furthermore, the Town may, at its sole discretion, advance the four (4) highest ranked firms if the fourth ranked firm scores competitively with the top three ranked firms, as may be determined by the Selection Committee.

1.9.3. Phase 2 Evaluation. During Phase 2, the Selection Committee shall evaluate each Proposer's submitted Price Submittal Schedule, evaluate client references, and conduct an interview of each short-listed Proposer, which may include a presentation to the Selection Committee. The Selection Committee shall evaluate short-listed Proposers qualifications based on, among other additional factors, the following criteria:

Criteria	Percentage
Price Evaluation of each Proposer's Price Submittal Schedule, included as part of the Proposal Package attached to this RFP, which shall include analysis of	80

unit pricing and the proposed lump sum fee necessary for implementation of the Project.	
Client References Evaluation and/or interview of Proposer's client references.	5
Interview/Presentation Evaluation of a Proposer's demonstrated understanding of the proposed Project needs during a formal interview and/or presentation, ability to analyze and address needs of the Project, and further evaluation of technical approach towards the Project, including review of resiliency elements.	15
Total	100

At the conclusion of Phase 2 evaluations, a recommendation from the Selection Committee shall be made to the Town Manager, who shall make a recommendation of award to the Town Commission. In the event of a tie in ranking, both Proposals will be forwarded to the Town Commission.

1.9.4. Award. The Town Commission shall evaluate the Town Manager's recommendation, and, at its sole discretion, may select and award the Proposer which is responsive and responsible, and whose qualifications are in the best interest of and most advantageous to the Town a contract for the construction of the Project. Upon selection, the Town Manager, or the Town Manager's designee may negotiate the terms and conditions of a contract for construction of the Project based on the Sample Construction Contract attached hereto as Attachment "C" with the Selected Proposer for the Project, including compensation which the Town determines is fair, competitive, and reasonable. Notwithstanding the foregoing, the Selected Proposer should expect to execute a contract in substantially the form attached hereto as Attachment "C."

If negotiations with the Selected Proposer are unsuccessful, or the Town determines that the Proposer has become non-responsive and/or is not in the best interest or advantageous to the Town, the Town may, at the Town's sole option, discontinue negotiations with the Proposer, and award an agreement for the Project to the next highest-ranked Proposer and proceed to negotiate an agreement with the next highest-ranked Proposer. This process may continue until an agreement has been executed or all proposals have been rejected. No Proposer shall have any rights in the Project or against the Town arising from such negotiations. The Town reserves the right to reject all proposals or re-advertise for the Work at any time during this RFP process.

1.10. AGREEMENT EXECUTION

1.10.1. 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.

1.10.2. 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.

1.10.3. 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 Surfside, and whose proposal shall comply with the requirements of this RFP.

1.10.4. 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.

1.10.5. 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.

2. 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 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.

2.1. CONE OF SILENCE. Notwithstanding any other provision of these specifications, the provisions of the Town "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 Commission, 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.

The Cone of Silence shall terminate at time the Town Manager makes his or her written recommendation to the Town Commission. However, if the Town Commission refers the Town's Manager's recommendation back to the Town Manager or staff for further review, the

Cone of Silence shall be re-imposed until such time as the Town Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

1. Oral communications at pre-proposal/pre-bid conferences.
2. Oral presentations before selection or evaluation committees.
3. Public presentations made to the Town Commission during any duly noticed public meeting.
4. Communications in writing at any time with any town employee, unless specifically prohibited by the applicable RFP, RFQ, or bid documents. The bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request.
5. Communications regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, contractor, bidder, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process of such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
6. Communications with the Town Attorney and his or her staff.
7. Duly noticed Site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation.
8. Any emergency procurement of goods or services pursuant to Town Code.
9. Responses to the Town's request for clarification or additional information.
10. Contract negotiations during any duly noticed public meeting.
11. Communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, contractor, bidder, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

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 Commission and/ or Town Manager

2.2. EXAMINATION OF DOCUMENTS AND SITE.

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

2.3. 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.

2.4. DISCREPANCIES, ERRORS, AND OMISSIONS.

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to Sandra McCreedy, M.M.C., 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.

2.5. 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.

2.6. 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.

2.7. PERFORMANCE OF THE WORK.

- 1) The Project Team shall be identified in the RFP response.

2.8. 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 of Surfside, a Performance Bond and a Payment Bond each in the amount of the **TOTAL PRICE SUBMITTAL AMOUNT** to the Town for the period of the contract (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 Surfside (Please note that Cashier’s Checks will be deposited into an escrow account for the term of the contract); a bond written by a surety company authorized to do business in the State of Florida and shall comply with 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.

2.9. 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-Proposers, 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-Proposer, 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.

2.10. INSURANCE REQUIREMENTS.

The selected proposer shall secure and maintain throughout the duration of the agreement, insurance of the type and in the minimum amount 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.
- 2) 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.
 - 3) Worker's Compensation, as required by law, together with no less than \$1,000,000 for Employer's Liability.
 - 4) 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.

2.11. SUB-CONSULTANTS.

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-contract and the Proposer shall not be relieved of any obligations under this 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-consultant 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-contract. The Proposer then may, at his option, withdraw their RFP Package, or 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, Proposer, Sub-Consultant, Vendor, or material supplier due to previously documented project problems, either with performance or quality. Sub-Consultants 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.

2.12. 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 Surfside 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. Specific reference is made to Section 3-6(f) of the Town Code which allows a five (5%) per cent local preference in scoring to holders of current Town local business receipts for businesses which are physically located with the Town of Surfside limits and three (3%) per cent to local businesses located within a ten (10) mile radius of the Town's corporate

limits.

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 contract term; and shall provide documentation of such verification to the Town upon request.

2.13. 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 is under no obligation to return the Proposals.
- 3) The Town will not be liable for any costs incurred by a proposer in the preparation of the response to this RFP.
- 4) 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.

2.14. ATTACHMENTS

The Exhibits to this RFP are as follows:

Attachment "A" – PROPOSAL FORM PACKAGE

Attachment "B" – PRICE SUBMITTAL SCHEDULE AND BOND PACKAGE

Attachment "C" – SAMPLE CONTRACT

Attachment "D" – SAVINO MILLER 96TH STREET PARK DRAWINGS AND SPECIFICATIONS / CONSTRUCTION DOCUMENTS

ATTACHMENT A
PROPOSAL FORM PACKAGE

Form 1
PROPOSAL FORM PACKAGE
RESPONSE CHECKLIST

I certify that all information contained in this proposal form package is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Firm named as the Proposing Firm and that said Firm is ready, willing, and able to perform if awarded the Agreement.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal; no officer, employee or agent of the Town of Surfside or any other proposer has an interest in said proposal. Furthermore, I certify that the undersigned executed this Proposal Form with full knowledge and understanding of matters therein contained and was duly authorized.

I further certify that the Proposer acknowledges receipt of all Addenda issued by the Town in connection with the RFP (Check the box next to each addendum received).

_____	Form 1:	Response Checklist
_____	Form 2:	Proposal Information Form
_____	Form 3:	Certificate of Authority (Complete Form 3A or 3B as applicable) Certificate of Authority (for Corporations or Partnerships) Certificate of Authority (for Individuals)
_____	Form 4	Company Qualifications' Questionnaire
_____	Form 5	Key Personnel
_____	Form 6	Client References
_____	Form 7:	Dispute Disclosure
_____	Form 8:	Single Execution Affidavit
_____	Form 9:	Drug-Free Workplace Form

_____	Addendum 1	_____	Addendum 6
_____	Addendum 2	_____	Addendum 7
_____	Addendum 3	_____	Addendum 8
_____	Addendum 4	_____	Addendum 9
_____	Addendum 5	_____	Addendum 10

Form 2
PROPOSER INFORMATION FORM

I certify that any and all information contained in this RFP is true. I certify that this RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFP for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFP, and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

FIRM NAME

PRINCIPAL BUSINESS ADDRESS

TELEPHONE

FACSIMILE

EMAIL ADDRESS

**FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

**MUNICIPAL BUSINESS TAX RECEIPT
OR OCCUPATIONAL LICENSE NO.**

NAME

TITLE

AUTHORIZED SIGNATURE

**FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)**

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____ a business existing under the laws of the State of _____, (the "Entity") held on _____
_____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____
_____ of the Entity, be and is hereby authorized to
execute this Proposal dated _____, 20____, on
behalf of the Entity and submit this Proposal to the Town of
Surfside, and this Entity and the execution of this Certificate of
Authority, attested to by the Secretary of the Corporation, and 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 WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity
this _____ day of _____, 20____.

Secretary: _____
Print Name: _____

President: _____
Print Name: _____

(Seal)

**FORM 4
COMPANY QUALIFICATION QUESTIONNAIRE**

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 insert "N/A".

By _____

Principal Office _____

How many years has your organization been in business as a General Contractor under your present business name? _____

Number of Employees: _____ Number of Managerial Employees: _____

Does your organization have current occupational licenses entitling it to do the work contemplated in this Contract? _____

State of Florida Occupational License (State type and number):

Federal I.D. No: _____

Miami-Dade County Certificate of Competency (State type and number):

Other Licenses (State type and number):

Please include copies of above licenses and certifications with proposal.

How many years of experience in similar work has your organization had?

- (A) As a General Contractor _____
- (B) As a Sub-Contractor _____
- (C) What contracts has your organization completed? State below:

Contract Amount	Class of Work	When Completed	Name & Address of Owner
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Contract Amount	Class of Work	When Completed	Name & Address of Owner
------------------------	----------------------	-----------------------	------------------------------------

How many years has your organization, or your sub-contractor, had in the actual construction of parks, community centers, or similar governmental buildings for public entities?

_____ Years

List the detailed experience below:

<u>Name & tel. number of Owner</u>	<u>Project Name</u>	<u>Date completed</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Identify the five (5) most recent contracts in which your company has provided similar services to other public entities. Include the Owner's name and contact person.

Are you a Certified Disadvantaged Business Enterprise (DBE) with the State of Florida?

Have you ever failed to complete any work awarded to you? _____

If so, where and why? _____

Has any officer or partner of your organization ever failed to complete a contract handled in his own name? _____

If so, state name of individual, name of owner, and reason thereof:

In what other lines of business are you financially interested or engaged?

Give references as to experience, ability and financial standing.

What equipment do you own that is available for the proposed work and where is it located?

Financial Statement: _____

What Bank or Banks have you arranged to do business with during the course of the Contract should it be awarded to you? _____

Insurance Information:

Insurance Carrier name & address:

Insurance Contact Name, telephone, & e-mail:

Number of Insurance Claims paid out in last 5 years & value: _____

In the space below, describe any other experience, not covered by any of the stated submittal requirements of the RFP, related to the Work to be performed under the Agreement that Proposer believes is unique to its organization and would benefit the Town.

I hereby certify that the above answers are true and correct.

Name of Proposer: _____

(AFFIX SEAL)

Signature of Officer: _____

Title of Officer: _____

In the space below, explain the Proposer's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for, where substitution is required due to attrition, turnover, or specific request from the Town.

**FORM 6
CLIENT REFERENCES**

**IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM,
CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.**

REFERENCE #1

Public Entity Name: _____

Reference Contact Name: _____

Contact Title: _____

Contact Department: _____

Contact Telephone: _____

Contact Email: _____

Public Entity Size/Number of Residents/Square Mileage: _____

Contract Start Date: _____ **Contract End Date:** _____

Is the Contract still Active? Yes _____ **No** _____

Scope of Work (be as detailed as possible) _____

REFERENCE #2

Public Entity Name: _____

Reference Contact Name: _____

Contact Title: _____

Contact Department: _____

Contact Telephone: _____

Contact Email: _____

Public Entity Size/Number of Residents/Square Mileage: _____

Contract Start Date: _____ **Contract End Date:** _____

Is the Contract still Active? Yes _____ **No** _____

Scope of Work (be as detailed as possible) _____

REFERENCE #3

Public Entity Name: _____

Reference Contact Name: _____

Contact Title: _____

Contact Department: _____

Contact Telephone: _____

Contact Email: _____

Public Entity Size/Number of Residents/Square Mileage: _____

Contract Start Date: _____ **Contract End Date:** _____

Is the Contract still Active? Yes _____ **No** _____

Scope of Work (be as detailed as possible) _____

**FORM 7
DISPUTE DISCLOSURE**

Answer the following questions by placing an “X” after “Yes” or “No”. If you answer “Yes”, 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 reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal or Bid for the Town of Surfside.

Firm: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

FORM 8

SINGLE EXECUTION AFFIDAVITS

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

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

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE TOWN OF SURFSIDE AND ARE STATEMENTS MADE:

By: _____

For (Name of Proposing or Bidding Entity): _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

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, 29 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

Proposer Initials

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 vendor 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 Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid 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 these warrants 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 the Town of Surfside (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 Vendor, 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 Vendor 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.

Proposer Initials

Anti-Collusion Affidavit

Proposer/Bidder 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;

The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and

Neither the Proposer/Bidder 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/Bidder, 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/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Surfside or any person interested in the proposed Contract.

Proposer Initials

Scrutinized Company Certification

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.

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.

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

Contractor warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.

Contractor warrants that it has read, understands, and is willing to comply with all requirements of **RFP No. 2022-05** and any addendum/addenda related thereto.

Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Commission or Town Manager, as applicable.

Contractor warrants that all information provided by it in connection with this Proposal is true and accurate.

Proposer Initials

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

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 20____, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____ 2022 by _____, on behalf of _____.
She/He is personally known to me or has produced _____ as identification.

Notary Public

Print Name

[SEAL]

FORM 9
DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that

_____ does:

(Name of Business)

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date

ATTACHMENT B
PRICE SUBMITTAL SCHEDULE
AND BOND PACKAGE

ATTACHMENT C
SAMPLE CONSTRUCTION CONTRACT

ATTACHMENT D

SAVINO MILLER DESIGN STUDIO 96TH STREET PARK

DRAWINGS AND SPECIFICATIONS / CONSTRUCTION DOCUMENTS