

**TOWN OF CUTLER BAY
REQUEST FOR QUALIFICATIONS
RFQ# 16-01
GENERAL CONTRACTOR SERVICES**



RESPONSE SUBMITTAL DUE DATE:

TBA

TIME:

TBA

“MANDATORY” PRE-RFQ RESPONSE MEETING:

TBA



**REQUEST FOR QUALIFICATIONS
RFQ# 16-01
TOWN OF CUTLER BAY
“GENERAL CONTRACTOR SERVICES”**

The Town of Cutler Bay is requesting qualifications from pre-qualified licensed General Contractors to provide General Contractor Services for the Cutler Bay Town Center Building and Town Parks. **Interested Contractors should visit the Town’s website at www.cutlerbay-fl.gov to obtain the Request for Qualifications package. Packages may also be picked up at the following location, during normal business hours (Monday thru Friday, 8:00 AM – 5:00 PM).**

**Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189**

Sealed submittals including one (1) original and five (5) copies **plus** one (1) CD containing all documents submitted, must be received no later than **TBA** and be clearly marked on the outside, **“RFQ 16-01 Town of Cutler Bay - General Contractor Services”**, by **Jacqueline N. Wilson, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189.**

The Town will conduct a **Mandatory Pre-RFQ Response Meeting & Facility Site Inspections on TBA, in the Town Hall Council Chambers (10720 Caribbean Blvd., Suite 115, Cutler Bay FL 33189).**

Late Submittals, emailed and/or facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the response submittal package.

Pursuant to Town Code, public notice is hereby given that a “Cone of Silence” is imposed concerning the Town’s competitive purchasing process, which generally prohibits communications concerning the RFQ from the time of advertisement of the RFQ until such time as the Town Manager makes a written recommendation to the Town Council concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the “Cone of Silence”.

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor. Please see the detailed specifications of this solicitation for further details by visiting the Town website at <http://www.cutlerbay-fl.gov/town-council/charter-officials/town-clerk/resolutions-ordinances>.

The Town of Cutler Bay reserves the right to accept or reject and/or all response submittals or parts of response submittals, to workshop or negotiate any and all response submittals, to waive irregularities, and to request re-submittals on the required materials or services, or take any other such actions that may be deemed in the best interest of the Town.

Rafael G. Casals
Town Manager



**REQUEST FOR QUALIFICATIONS
RFQ # 16-01
Town of Cutler Bay
“General Contractor Services”**

**SECTION # 1
INTRODUCTION**

The Town of Cutler Bay (the “Town”), a municipality located in Miami-Dade County, Florida, desires to receive qualifications for the selection of one (1) single General Contractor (the “Contractor”) to provide Professional Services (the “Services”) to the Town for General Contractor Services associated with the six (6) story, 76,688 sq. ft. Cutler Bay Town Center Building (the “CBTC Building”) and nine (9) Town Parks (the “Parks”).

The Town intends to execute a Professional Services Agreement (the “Agreement”) with a selected Contractor to provide such services.

1.1 SCHEDULE OF EVENTS

No	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of RFQ & Cone of Silence Begins	TBA	9:00 AM
2	<u>Mandatory Pre-RFQ-Response Meeting & Facility Site Inspections</u> 10720 Caribbean Blvd., Council Chambers Cutler Bay, Florida 33189	TBA	3:00 PM
3	Deadline to Submit Questions	TBA	1:00 PM
4	Deadline to Town Responses to Questions	TBA	5:00 PM
5	Deadline to Submit RFQ-Response	TBA	2:00 PM
6	Announcement of Selected Contractors/Cone of Silence Ends	TBA	2:00 PM

*The Town reserves the right to change the scheduled dates and time.



1.2 ELIGIBILITY

In addition to other requirements stated in this document, to be eligible to respond to this RFQ, the Contractor must have successfully provided, within the past five (5) years, services similar to those described in Section 3 of this RFQ. The Contractor must meet all legal, technical and professional requirements for providing the requested services.

Respondents shall furnish such additional information as the Town may reasonably require. This includes information that indicates financial resources as well as ability to provide and maintain the system and/or services. The Town reserves the right to make investigations of the respondents' qualifications or those of any of its agents, as it deems appropriate.

1.3 ADDENDA

If the Town finds it necessary to add to, or amend this document prior to the response submittal deadline, the Town will issue a written addendum/addenda. Each respondent must acknowledge receipt of each addenda by signing the acknowledgement thereof (Appendix A) and providing it with its response.

1.4 CERTIFICATION

Each responder to this RFQ must declare, by signing Appendices A and B, that the person(s), firm(s) and parties identified in the response are interested in, and available to provide the services required; that the response is made without collusion with any other person(s), firm(s) and parties; that the response is fair in all respects and is made in good faith without fraud; and that the person signing any part of the response and cover letter has full authority to bind the person(s), firm(s) and parties identified in the response.

1.5 PUBLIC RECORDS

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Town in connection with responses shall become property of the Town and shall be deemed to be public records subject to public inspection.

1.6 RETENTION OF RESPONSES

The Town reserves the right to retain all responses submitted and to use any ideas contained in any response, regardless of whether that respondent or any respondent is selected.



1.7 QUESTIONS AND CLARIFICATIONS:

All requests for information and/or clarification should be submitted in writing on or before TBA (5:00 pm), as described in Section 1.1- Schedule of Events:

Town Clerk
RFQ #16-01
Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189
Phone: (305) 234-4262 / Fax: (305) 234-4251
Email: jwilson@cutlerbay-fl.gov

1.8 TOWN AUTHORITY

Response submittals will be selected at the sole discretion of the Town. The Town reserves the right to waive any irregularities in the request process, to reject any or all proposals, or to reject a proposal which is in any way incomplete or irregular. Response submittals received after the deadline will not be considered.

1.9 CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

Ordinance 06-11; Town Code Chapter 8A. Pursuant to the Town Code and the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to, and as a condition of the award of any Town contract to the vendor.

Vendors' Campaign Contribution Disclosure:

1. General Requirements:

- (A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official of the Town, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.
- (B) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the Vendor.
- (C) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.



- (D) If an existing vendor makes a contribution, the vendor must report the contribution to the clerk within the earlier of: ten days of acceptance or prior to the award of the contract or renewal.
- (E) The Town Clerk shall file a quarterly report listing the vendor disclosures in the quarter.

2. Disqualification:

- (A) If a Vendor of products or services, directly or through a member of the person's immediate family, through a political action committee or through any other person, makes a campaign contribution to a Town candidate and fails to disclose it, the vendor shall be barred from selling any product or service to the Town for a period of two years following swearing in of the subject elected official.

1.10 CONE OF SILENCE

Notwithstanding any other provision in this solicitation, the provisions of Town "Cone of Silence" are applicable. The entirety of these provisions can be found in Town Ordinance 06-22. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("particular RFQ") or bid, between:

- (A) A potential vendor, service provider, Contractor, bidder, lobbyist, or Contractor; 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 particular RFQ, RFP and bid after the advertisement of said particular RFQ, RFP, or bid. The Cone of Silence shall terminate at the beginning of the Town Council meeting when the Town Manager makes his written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection or evaluation committees;
- (3) public presentations made to the Town Council during any duly noticed public meeting;



- (4) communications in writing at any time with any Town employee, unless specifically prohibited by the applicable particular RFQ, RFP or bid documents. The bidder or Contractor 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 RFQ, RFP or bid between a potential vendor, service provider, Contractor, bidder, lobbyist or Contractor and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such particular RFQ, RFP 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 Contractor 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 Attorney's Office at (305) 854-0800 for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a particular bidder or Contractor shall render any particular RFQ award, RFP award or bid award to said bidder or Contractor voidable by the Town Council and/or Town Manager.

1.11 LOBBYIST REGISTRATION

Respondents must also comply with all Town Charter sections and Code sections, including without limitation, those pertaining to lobbyists; including Section 7.6 of the Town Charter and implementing Ordinance(s), including Sec. 2-11(s) of the Town Code and Ordinance 07-02. Please contact the Town Clerk at (305) 234-4262 for additional information.



1.12 PROPOSAL BOND

Each response submittal must be accompanied by a Proposal Bond or Cashier's Check, in an amount of **Five Thousand and NO/100 (\$5,000.00)**. All Proposal Bonds shall be valid for a period of at least ninety (90) days from the response submission date. The Proposal Bonds for all unsuccessful response submittals shall be returned after the ninety (90) day period. The purpose of the Proposal Bond is to ensure that proposals are honored and that they remain valid for the required period. Accordingly, Proposal Bonds are subject to forfeiture any time respondents refuse to honor their proposals for at least Forty-Five (45) days after response submittal opening.

1.13 PERFORMANCE AND PAYMENT BOND

Within ten (10) working days following notice of award by the Town, the successful Contractor shall furnish to the Town, a Performance Bond in the amount of **Fifty Thousand and NO/100 (\$50,000.00)** 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 (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; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the Town. The Town, to draw on same, would merely have to give written notice to the bank with a copy to the successful contractor.

1.13.1 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, attached hereto.

1.13.2 Respondents must submit Bond forms attached hereto or such other acceptable bond forms as approved by the Town, in its sole discretion.

1.14 AWARD OF CONTRACT

Once the proposals are opened, a Selection Committee will evaluate the proposals and a recommendation will then be presented to the Town Manager.

It is the Town's intent to award the contract to one (1) Contractor; however, the Town reserves the right to award the contract to two (2) Contractors or more if the Town deems it is in Town's best interest.

The Contract will be awarded only to a responsible Contractor(s) licensed, and qualified by experience to do the work specified. The Contractor shall submit, prior to award of Contract, satisfactory evidence of his experience in similar work and that he is fully prepared with the



necessary organization, capital, and equipment to complete the scope of work. Contractor shall be insured, licensed and certified by all applicable local, county and state agencies.

The Contractor warrants to the Town that it is not insolvent, it is not in bankruptcy proceedings or receivership, or is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

This signed proposal is considered an offer on the part of the Contractor, which offer shall be considered accepted upon approval by the Town Council. Within five (5) business days after receiving Notice of Award the Successful Contractor shall submit a revised Certificate of Insurance naming the Town of Cutler Bay as additional insured for all liability policies.

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

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SECTION # 2 **SPECIAL CONDITIONS**

2.1 INSURANCE REQUIREMENTS

Throughout the term of this Contract, Successful Contractor and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force at their own expense, insurance as follows:

2.1.1 Workers' Compensation

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with minimum limits of \$500,000 each accident.

2.1.2 General Liability

Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for contractual liability, personal injury, broad form property damage, products and completed operations. This policy of insurance shall be written in an "occurrence" based format.

2.1.3 Automobile Liability

Comprehensive or Business Automobile Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

2.1.4 General

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the Town receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, Town may, at their sole option terminate this Agreement effective on the date of such lapse of insurance.



Liability policies shall be endorsed to provide the following:

- a) Name as additional insured the Town of Cutler Bay and its Officers, Agents, Employees and Council Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, nonrenewal or reduction in coverage or limits to:

**Town of Cutler Bay
Attention: Town Clerk's Office
10720 Caribbean Blvd., Suite# 105
Cutler Bay, Florida 33189**

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Contractors Proposal Package. If Contractor is Successful Contractor, then prior to commencement of Contract, Contractor must submit revised Certificate of Insurance naming the Town of Cutler Bay as additional insured for all liability policies.

2.1.5 Insurance Company and Agent

All insurance policies herein required of the Successful Contractor shall be written by a company with a A.M. Best rating of AB or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

2.2 SAFETY

The Successful Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Job site safety provisions shall conform to U.S. Department of Labor (OSHA) standards and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. The Successful Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein. The Town reserves the right, but is not obligated to make safety inspections at any time the Successful Contractor is on Town property and to ensure safety rules are not being violated.



To the extent applicable, the Successful Contractor must also comply with Chapter 487, Florida Statutes. Any items which are delivered from an Agreement resulting from this Proposal must be accompanied by a Material Safety Data Sheets (MSDS). The MSDS sheets must be maintained by the user agency and consist of written, electronic, or printed material concerning an agricultural pesticide that sets forth the following information:

- a) The chemical name and the common name of the agricultural pesticide.
- b) The hazards or other risks in the use of the agricultural pesticide, including:
 1. The potential for fire, explosions, corrosiveness, and reactivity.
 2. The known acute health effects and chronic health effects of exposure to the agricultural pesticide, including those medical conditions that are generally recognized as being aggravated by exposure to the agricultural pesticide.
 3. The primary routes of entry and symptoms of overexposure.
 - a) The proper handling practices, necessary personal protective equipment, and other proper or necessary safety precautions in circumstances that involve the use of or exposure to the agricultural pesticide, including appropriate emergency treatment in case of overexposure.
 - b) The emergency procedures for spills, fire, disposal, and first aid.
 - c) A description of the known specific potential health risks posed by the agricultural pesticide, which is written in lay terms and is, intended to alert any person who reads the information.
 - d) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

2.3 OCCUPATIONAL HEALTH AND SAFETY

In compliance with Chapter 442, Florida Statutes, any items included in the latest edition of “Florida Substance List” which are delivered from a Contract resulting from this Proposal must be accompanied by a Material Safety Data Sheets (MSDS) The MSDS sheets must be maintained by the user agency and must include the following information:

- a) The chemical name and the common name of the toxic substance.
- b) The hazards or other risks in the use of the toxic substance, including:
 1. The potential for fire, explosion, corrosiveness, and reactivity;



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

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

2.4 CARE AND SAFETY

The Contractor shall exercise the greatest of caution and care in servicing each site so as not to be or create a hazard which may affect the health, safety and welfare of users of the site or those surrounding, abutting or passing, and so as not to cause or inflict damage to any portion of the site and the area abutting and surrounding. The Contractor shall be responsible for all damages to persons and/or property occurring in the course of or resulting from his work, and shall be responsible for all repair, restoration, replacement and/or restitution for said damages at the Contractor's sole expense.

2.5 DAMAGES, VANDALISM AND THEFT

In the event the Contractor discovers or is made aware of damages, vandalism or theft at a site specified herein, the Contractor, shall immediately notify the Town of same, and shall file a police report of the occurrence.

2.6 SUB-CONTRACTORS

2.6.1 Sub-Contractors Terms

The Contractor agrees to bind specifically every sub-contractor to the applicable terms and conditions of the Contract Documents for the benefit of the Town.

2.6.2 Sub-Contractors Agreement



Written approval by the Town Manager or his designee will be required, prior to hiring any subcontractor. All work performed for the Contractor by a sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the Sub-contractor.

2.7 PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2.8 DRUG-FREE WORKPLACE PROGRAMS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more proposals which are equal with respect to price, quality and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that completes the attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

2.9 INSPECTION, DIRECTION, AND PAYMENT

2.9.1 Direction

The work will be conducted under the general direction of the Town Manager or his designee, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the Contract. No inspector is authorized to change any provision of the specifications without written authorization of the Town Manager or his designee nor shall the presence of an inspector relieve the Contractor from any requirements of the Contract.

2.9.2 Inspection

The Town's Public Works Department representative will make final inspection of the work covered by this Contract when it is completed and finished in all respects in accordance with specifications and must be approved before payment is made. Failure in the Contractor's responsibility as outlined will result in payment withholding until compliance is received and approval granted.



2.9.3 Payment

Contractor shall submit invoices on or about the first of each month for work completed in the previous month under provision of this Contract. The Town shall pay the Contractor pursuant to the Florida Prompt Payment Act.

2.10 SPECIAL CONTRACT REQUIREMENTS

2.10.1 The President / Chief Operating Officer of the contracting firm must be available to attend meetings with the Town within 24 hours (twenty-four hours) of notification.

2.10.2 During the Town's emergency recovery efforts the Contractor must be available Twenty-Four (24) hours per day, seven (7) days per week, for any emergency work as assigned by the Town.

2.10.3 All Contractor's vehicles must be clearly marked as being a licensed contractor working for the Town of Cutler Bay and all employees shall wear a uniform that identifies the company name at all times.

2.10.4 No fuels, oils, solvents or similar materials are to be disposed of in any catch basins. The Contractor must closely adhere to local, state and Federal Environmental Protection Agency requirements and is responsible for all non-compliance penalties. The Contractor is responsible for diesel fuel / gasoline for his vehicles and if stored within the Town must conform to all local, state, federal guide lines / regulations.

2.11 SAFETY

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. They will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

2.11.1 All employees and other persons who may be affected thereby. The Contractor shall ensure that all employees use proper safety equipment such as but not limited to, hard hat, safety glasses, ear plugs, work boots (with safety toe,) gloves, and rain gear.

2.11.2 All the work and all materials or equipment to be incorporated therein, whether in storage or outside of the Town

2.11.3 The contractor will designate a responsible member of their organization within the Town whose duty shall be the prevention of accidents. This person shall be the Contractor's Supervisor unless otherwise designated in writing by the Contractor to the Town.



- 2.11.4** In emergencies affecting the safety of persons or the work or property within the Town or adjacent thereto, the Contractor, without special instruction or authorization from the Town, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the Town prompt written notice of any significant changes in the work or problems caused thereby.
- 2.11.5** The Contractor, shall at all times, conduct the work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. “Street Closed” signs shall be placed immediately adjacent to the work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, the Contractor shall notify law enforcement agencies and in Particular, the Town of Cutler Bay Police Department, before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire equipment shall be provided and maintained at all times.
- 2.116** The Contractor must contact Sunshine State One Call of Florida, Inc. at (800) 432-4770 for location of utilities prior to starting any excavation.

2.12 DEFECTIVE WORK

- 2.12.1** Town will have authority to disapprove or reject work which is “defective” (which term is hereinafter used to describe work that is unsatisfactory, faulty or defective,) or does not conform to the requirements of this RFQ, the Specifications and the Contract Documents or does not meet the requirements of any inspection.

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END OF SECTION



SECTION # 3 **SERVICES NEEDED BY THE TOWN**

3.1 GENERAL BACKGROUND

The Town owns the six (6) story, 76,688 sq. ft. Cutler Bay Town Center Building (the “CBTC Building”) located at 10720 Caribbean Boulevard, Cutler Bay, Florida 33189, and the following nine (9) Town Parks:

<u>NAME</u>	<u>LOCATION</u>
1. Bel Aire Park	18500 SW 97 Avenue
2. Blue Heron Park	21900 SW 97 Avenue
3. Cutler Ridge Park & Pool	10100 SW 200 Street
4. Franjo Park	20175 Franjo Road
5. Lakes by the Bay Park	8551 SW 216 Street
6. Lincoln City Park	SW 212 Street & SW 99 Avenue
7. Saga Bay Park	8000 SW 205 Street
8. Saga Lake Park	SW 198 Street & SW 83 Avenue
9. Whispering Pines Park	8800 Ridgeland Drive

3.2 CUTLER BAY TOWN CENTER BUILDING

The existing, six (6) story building was built in 1986 with a mechanical Penthouse Suite at the roof level. The total square footage for the building is approximately 76,688 sq. ft. The normal business hours of operation for the CBTC Building are Monday thru Friday from 7:00 AM to 6:00 PM, excluding Federal holidays.

All floors of the CBTC Building, with exception to the Penthouse Suite, are currently occupied by several tenants. The first floor is occupied by various Town Departments and the Town Hall Council Chambers. Additional Town Departments, including a Community Room (for several Town Advisory Committee Meetings) and the Town’s Policing Unit currently occupy more than half of the second floor office space. The typical office floor plan is approximately 12,565 sq. ft. Unoccupied areas within the CBTC Building are available for leasing throughout the second floor and above, through to the Penthouse Suite.

3.3 SCOPE OF SERVICES

Contractors can expect to provide services to the CBTC Building and/or any of the nine (9) Town Parks on an as needed basis. In the event of an emergency, non-ordinary, or non-routine events occurring after normal hours of operation, weekends or holidays, the Contractor must be accessible and available to address issues and provide services.



3.3.1 One (1) pre-qualified and licensed General Contractor with relevant experience will be expected to provide professional services as they relate to the construction and coordination of tenant improvements and miscellaneous renovations and repairs throughout the CBTC Building. The miscellaneous work may include but is not limited to:

- Tenant Improvements / Renovations (as needed and as approved by the Town)
- Public Areas; including but not limited to parking lot, hallways, common areas, etc.
- Bathroom Facilities
- Interior Corridors
- After Hours Emergency Callouts of Standby Staff
- Replacement, Installation and Maintenance of Partitions, Doors Ceilings, Windows, Flooring, Finishes, MEP Systems, etc.
- Daily Maintenance Services (as needed)

Note: The Contractor must provide a minimum of three (3) written quotes for sub-contractors work which exceeds **Five Thousand and NO/100 (\$5,000.00)**. All Contractors’ personnel will be subject to “extensive” national criminal background checks and other screenings as required by the *Town*.

3.3.2 The pre-qualified, licensed General Contractor with relevant experience in the construction and coordination of maintenance within nine (9) Parks facilities will also be expected to provide professional services as they relate to the construction and coordination of miscellaneous renovations, repairs and maintenance throughout the Town Parks listed below:

<u>NAME</u>	<u>LOCATION</u>
1. Bel Aire Park	18500 SW 97 Avenue
2. Blue Heron Park	21900 SW 97 Avenue
3. Cutler Ridge Park & Pool	10100 SW 200 Street
4. Franjo Park	20175 Franjo Road
5. Lakes by the Bay Park	8551 SW 216 Street
6. Lincoln City Park	SW 212 Street & SW 99 Avenue
7. Saga Bay Park	8000 SW 205 Street
8. Saga Lake Park	SW 198 Street & SW 83 Avenue
9. Whispering Pines Park	8800 Ridgeland Drive



The miscellaneous work to be provided on an as needed basis may include but is not limited to:

- Maintenance, Repair of Buildings, Fixtures, Furnishings, and Grounds
- Miscellaneous Construction (as needed and as approved by Town)
- Daily Maintenance Services (i.e.: minor repairs to buildings and various park equipment)
- Replacement, Installation and Maintenance of Partitions, Doors Ceilings, Windows, Flooring, Finishes, etc.
- General Interior Constructions for Park Improvements (as needed and as approved by Town)
- Contractor must provide a minimum of three (3) written quotes for sub-contractors work which exceeds **Five Thousand and NO/100 (\$5,000.00)**.

3.4 SCHEDULE

Contractor will complete the work items outlined in Section 2.3 Scope of Services within a timetable that will be deemed acceptable by the Town, depending on the scope of work assigned for each particular task. “Notice to Proceed” from the Town will be issued once the scope, schedule and cost for the work has been determined and provided by the contractor, and approved by the Town.

3.5 EXCLUSIONS

The services outlined below are not included as part of the Scope of Services, although additional “Work Authorizations” can be executed to assist the Town with these services should they be required:

Additional services include but are not limited to:

- Surveys
- Repairs to Air Conditioners
- Electrical Repairs of Park Facilities

3.6 COMPENSATION – TO BE DETERMINED

Contractor will be compensated for the work performed accordingly and based on the Scope of Work that is assigned by the Town. Individual “Work Orders” will be assigned, upon acceptance of Contractor’s determination and proposal.



While pursuing this RFQ process, the Town reserves the right to award contracts to a single Contractor who will best serve the interests of the Town and whose responses are considered by the Town to be the most responsive and most responsible.

The Town reserves the right to accept or reject any or all response submittals, based upon its deliberations and opinions. In making such determination, the Town reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Contractor, including officers, principals, senior management and supervisors as well as the staff identified in the response submittal package.

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END OF SECTION



SECTION # 4

RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION

Six signed (one (1) original, five (5) bound copies **plus** one (1) CD containing all documents submitted) responses must be submitted in one (1) sealed package, clearly marked on the outside "RFQ 16-01, TOWN OF CUTLER BAY "GENERAL CONTRACTOR SERVICES". The outside of the sealed envelope shall also show the name of the Contractor.

All responses must be received at the receptionist's desk of the Cutler Bay Town Center located at 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189, by **2:00 PM, TBA**, at which time their receipt will be publicly documented by the Town Clerk or her designee(s).

NOTE: A "Mandatory" Pre-RFQ Response Meeting will be held on **TBA at 3:00 PM**. Location: Town Hall Council Chambers 10720 Caribbean Boulevard, Suite 115, Cutler Bay, Florida 33189.

All responses must be received by the Town Clerk by the due date and time. All Responses received after the due date and time will not be considered.

4.1 RESPONSE / (QUALIFICATION PACKAGE) PREPARATION

Each Contractor shall submit one original and five bound copies of each response. Each response shall be limited to twenty (20) pages, excluding the Certificates, and Appendices A, B and C, and in substantially the form as outlined below:

- Paper size 8.5"x11"
- Printed on only one side of the paper
- Single or larger spacing
- Font size 11 or larger
- All sections shall follow the order provided on the next page

The twenty (20) page limit is for items 1 through 9 below. No material other than that listed in this section shall be included in the response submittal package.

1. A **one-page** cover letter indicating the Contractors' interest in providing the services to the Town and a statement on why the Contractor should be selected for the award. The letter shall include the name of the Contractor. A representative who is authorized to contractually bind the Contractor shall sign this letter.
2. A **one-page** table of contents identifying the sections and page numbers.
3. A **one-page** proposed organizational chart identifying key professionals, their area(s) of responsibility and extent of their availability.
4. A **two-page** professional work history of all the Contractor's Firm/company.



5. **Up to (4) four one-page** resumes of the persons, including the Lead Contractor, which will be assigned to the Town.
6. **Up to two (2) one-page,** tables showing all current and recently completed private and public (local municipal, county, regional and state) sector projects performed by the members of the team to be used on this project. The table shall include for each project: (a) the length of the contract; (b) the scope of services provided; (c) the type of contract (pro bono, retainer, project based fee, other); (d) specific accomplishments, if any; and (e) a contact name, phone number and e-mail address for each project.
7. **Up to two (2) one-page,** narratives on specific Public/Private engagements within the past five (5) years.
8. **Up to four (4) one-page** descriptions of projects providing services similar to those identified in the Scope of Services over the last five (5) years. The emphasis shall be given to the projects in Miami-Dade, Broward, Palm Beach, and Monroe Counties.
9. **Up to three (3) one-page** copies of any press articles, profiles, commendations, awards and honors. The emphasis shall be given to the projects completed in Miami-Dade, Broward, Palm Beach, and Monroe Counties.

4.2 RESPONSE EVALUATION CRITERIA

The Selection Committee will evaluate the responses based on the criteria and point value listed below. The Points assigned to each criterion are also given:

- Contractor's combined overhead and Profit Percentage Rate. **(20 Points)**
- Contractor's similar Municipal/Government experience for the past eight (8) years **(20 Points)**
- Contractor's track record of on time and within budget **(20 Points)**
- Credentials and accomplishments of the Contractor project team **(15 Points)**
- Contractor's minimum mobilization fee for work orders less than Two Thousand and NO/100 (\$2,000.00) **(10 Points)**
- Contractor's minimum mobilization fee for work orders above Two Thousand and NO/100 (\$2,000.00) **(10 Points)**
- Compliance with the Response preparation and the Town's submission requirements **(5 Points)**



4.3 SHORT-LIST FOR ORAL PRESENTATIONS AND FINAL SELECTION

A Selection Committee will review all submittals and develop a short-list on the basis of the Responses and will be called for oral presentations. All Contractors and their teams shall be present at the assigned time for a twenty (20) minute presentation followed by up to a ten (10) minute questions-and-answer session. The Contractors are encouraged to be represented only by the Project Manager and the staff identified in the response submittal. Additional details on the oral presentations may be provided to the short-listed Contractors. The oral presentation will be worth twenty-five percent (25%) in the final selection (and the response will be worth seventy-five percent (75%)).

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END OF SECTION



SECTION # 5 **OTHER CONDITIONS**

5.1 TERM OF ENGAGEMENT

The agreement term will be for two (2) years, with the option for the Town to extend the agreement for an additional two (2) one-year terms. The Town may terminate the agreement with a sixty (60-days) notice without giving any reason.

5.2 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 apply to the agreement.

5.3 LAWS, ORDINANCES

The Contractor shall observe and comply with all federal, state and local laws, ordinances, rules, regulations and professional standards that would apply to this contract.

5.4 NEGOTIATIONS

The Town reserves the right to enter into Contract negotiations with the selected Contractor. If the Town and the selected Contractor cannot negotiate a successful contract, the Town may terminate such begin negotiations with the next selected Contractor, reject all proposals or re-advertise the contract. No Contractor shall have any rights against the Town arising from such negotiations.

5.5 ERRORS AND OMISSIONS

The Town is not required to accept any request by any Contractor to correct errors or omissions in any calculations or price, after proposal is submitted. Proposals which are incomplete, unbalanced, conditional or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with the request for proposals and Instructions to Contractors may be rejected at the option of the Town. The Town does, however, have the option to waive technicalities and request further information or clarification.

5.6 WARRANTIES OF USAGE

No warranty is given or implied by the Town as to any components listed in this Request for Proposals and are considered to be estimates for the purpose of information only. The Town reserves the right to accept all or any part of the proposal and to increase or decrease locations of Contractors proposal to meet additional or reduced requirements of the Town.



5.7 ASSIGNMENT

Neither party to the Contract shall assign the Contract or subcontract it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him, without the previous written consent of the Town Manager or his/her designee.

5.8 COLLUSION

The Contractor certifies that its proposal is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a proposal for the same items, or with the Town. The Contractor also certifies that its proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

The successful Contractor shall maintain, during the life of the agreement, comprehensive automobile liability insurance in the minimum amount of five-hundred-thousand-dollars (\$500,000) combined single limit for bodily injury and property damage liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the successful Contractor or by anyone directly or indirectly employed by the successful Contractor.

The successful Contractor shall maintain, during the life of the agreement, Worker's Compensation Insurance and Employer's Liability insurance as required by law and in at least such amounts for all of its employees as set out in Florida Statute 440.02.

The Contractor shall also maintain other required insurance coverage specific to the services to be provided as may be required by the Town.

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APPENDIX A

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

- A. Contractor warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.
- B. Contractor warrants that it has read, understands and is willing to comply with all of the requirements of the RFQ and the addendum/ addenda.
- C. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.
- D. Contractor warrants that all information provided by it in connection with this proposal is true and accurate.
- E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Contractor has not, and will not pay a fee, the amount of which is contingent upon the Town of Cutler Bay awarding the contract. Contractor warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinances. Further, Contractor acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Contractor, if the Contractor is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Contractor: _____

Date: _____



**SECTION V
TOWN OF CUTLER BAY
GENERAL CONTRACTOR SERVICES
RFQ #16-01
REFERENCES**

The following is a list of at least four (4) references that Proposer has provided similar service in the past ten (10) years. **Government agency references are preferred.**

1. Name of Firm, Town, County or Agency: _____
Address: _____
Contact: _____ Title: _____ Telephone : (____) _____
Location: _____ Scope of Work: _____

2. Name of Firm, Town, County or Agency: _____
Address: _____
Contact: _____ Title: _____ Telephone : (____) _____
Location: _____ Scope of Work: _____

3. Name of Firm, Town, County or Agency: _____
Address: _____
Contact: _____ Title: _____ Telephone : (____) _____
Location: _____ Scope of Work: _____

4. Name of Firm, Town, County or Agency: _____
Address: _____
Contact: _____ Title: _____ Telephone : (____) _____
Location: _____ Scope of Work: _____

NOTE: Additional references may be attached and provided.



**SECTION VIII
TOWN OF CUTLER BAY
GENERAL CONTRACTOR SERVICES
RFQ #16-01
DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _does:
(Name of Business)

- 1) 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.
- 2) 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.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
- 4) 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 Proposal, the employee will a Proposal 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.
- 5) 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.
- 6) 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

Print Name



**4SECTION IX
TOWN OF CUTLER BAY
GENERAL CONTRACTOR SERVICES
RFQ #16-01**

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2016 by and between the Town of Cutler Bay, Florida (the “Town”) and _____ (the “Contractor”).

The parties, for the consideration provided for below, mutually agree as follows:

1. **SCOPE OF WORK** The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the Scope of Work as outlined in the Request for Proposal No. 16-01 for General Contractor Services (“RFQ”), including the Detailed Specifications set forth herein, which RFQ is incorporated herein by reference and made a part hereof, and the terms and conditions of this Agreement (the “Work”).

2. **COMPENSATION/PAYMENT**
 - 2.0 Contractor shall provide the Town with an invoice on a monthly basis.

 - 2.2 For Work completed and performed. Fees shall be paid in arrears each month, pursuant to Contractor’s invoice, which shall be based upon Work completed for each task invoiced. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval an acceptance of the Work by the Town Manager or his designee. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved.

 - 2.3 Contractor shall be compensated on a work under basis.

3. **TERM** This Agreement shall be effective upon execution by both parties and shall continue for a term of two (2) years. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to two (2) additional one (1) year terms (the “Renewal Option”). This Renewal Option may be exercised at the sole discretion of the Town Manager. Such Renewal Option(s) shall be effective upon written notice from the Town Manager to the Contractor no later than thirty (30) days prior to the date of termination of the initial term or the applicable Renewal Option term. Contractor agrees that time is of the essence and Contractor shall perform and complete the Work within the time frames set forth in the RFQ and as provided in this Agreement, unless extended by the Town Manager.



4. **PROTECTION OF PROPERTY AND THE PUBLIC; SAFETY** The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this Agreement as follows:

- 4.1 The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the Work sites, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the work site where the Work is being performed.
- 4.2 The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.
- 4.3 The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any Town and/or private property which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property.

5. **INDEMNIFICATION**

- 5.1 The parties agree that one percent (1%) of the total compensation paid to the Contractor for the performance of this agreement shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Section 1.5 and in the Terms and Conditions.
- 5.2 To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town and their consultants, agents and employees from and against any and all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, 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 the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of



them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

6. **AGREEMENT DOCUMENTS** - The following documents shall, by this reference, be incorporated and made a part of this Agreement:

Request for Proposals No. 16-01 for General Contractor Services;
All Addendums issued to the RFQ;
Agreement;
Proposal of Contractor;
Detailed Specifications;
Qualification Statement;
Public Entity Crime Form;
Insurance Certificates

7. **CONTRACTOR'S EMPLOYEES**

- 7.1 The Contractor shall at all times have a competent English speaking supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.
- 7.2 Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.
- 7.3 Contractor shall, upon receipt of a written request from the Town, immediately exclude any employee of Contractor from providing Work under this Agreement.
- 7.4 The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.
- 7.5 All references in this Agreement to the Contractor shall include Contractor's employees or subcontractors, wherever applicable.

8. **VEHICLES AND EQUIPMENT** Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Agreement. All vehicles used by Contractor to provide Work or services under this Agreement shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The Town may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.



9. **INSURANCE** The Contractor shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverage's shall include a minimum of:
- 9.1 **Worker's Compensation and Employer's Liability Insurance** Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy (ies) must include Employer's Liability with minimum limits as per Section in Florida Statutes 440.42
- 9.2 **Comprehensive Automobile and Vehicle Liability Insurance** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive that the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.
- 9.3 **Commercial General Liability** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.
- 9.4 **Certificate of Insurance** Contractor shall provide the Town Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer



specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

9.5 Additional Insured The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Agreement. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each. All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.

10. ASSIGNMENT AND AMENDMENT No assignment by the Contractor of this Agreement or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Agreement without prior written approval of the Town. This Agreement may only be amended, by the parties, with the same formalities as this Agreement. Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor has been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

11. TERMINATION

11.1 The Town Manager, without cause, may terminate this Agreement upon thirty (30) calendar days written notice to the Contractor, or immediately with cause if the Contractor defaults on any material term of this Agreement. Upon receipt if the Town's written notice of termination, Contractor shall immediately stop all Work as of the date specified in the notice of termination, unless directed otherwise by the Town Manager.

11.2 Upon notice of such termination, the Town shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor



shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

12. **GOVERNING LAW** The law of the State of Florida shall govern this Agreement and venue for and any action shall be brought in Miami-Dade County, Florida. In the event of any litigation arising out of this Agreement or to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorneys' fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

13. **PUBLIC RECORDS LAW** The Town Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Chapter 119. Contractor agrees to keep and maintain public records in CONTRACTOR'S possession or control in connection with CONTRACTOR'S performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public record disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town. Upon request from the Town's custodian of public records, CONTRACTOR shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the TOWN MANAGER, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the TOWN in a format that is compatible with the TOWN'S information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosures requirements. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein. CONTRACTOR'S failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.



Section 119.0701(2)(a), Florida Statutes

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Custodian of Public Records.

Custodian of Records: Jacqueline N. Wilson, Town Clerk
Mailing address: 10720 Caribbean Boulevard, Suite 105
Cutler Bay, Florida 33189
Telephone number: (305) 234-4262
Email: jwilson@cutlerbay-fl.gov

14. **INSPECTION AND AUDIT** During the term of this Agreement and for three (3) years from the date of termination the Contractor shall allow Town representatives access, during reasonable business hours, to Contractor's and, if applicable, subcontractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines the Contractor was paid for services not performed, upon receipt of written demand by the Town, the Contractor shall remit such payments to the Town.
15. **SEVERABILITY** If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Agreement and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.
16. **WAIVER OF JURY TRIAL** The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.
17. **COUNTERPARTS** This Agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.
18. **INDEPENDENT CONTRACTOR** It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor as to Work, and that Contractor is in no respect an agent, servant or employee of the Town. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the Town are not available to Contractor, and agrees to provide worker's



compensation insurance for any employee or agent of Contractor rendering services to the Town under this Agreement.

All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of Contractor, under its sole discretion and not an employee, contractor or agent of the Town.

19. **ACCIDENT PREVENTION AND REGULATIONS** Precautions shall be exercised at all times for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and Town regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Contractor responsible for same.
20. **BACKGROUND CHECKS** The Contractor will be responsible for maintaining current background checks on all employees and subcontractor employees involved in the performance of this Work. Background checks must be performed prior to the performance of any Work by the employee under this Agreement. Written verification of any background checks must be provided to the Town at the request of the Town Manager.
21. **LAWS, RULES & REGULATIONS** Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the Work and the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. At all times during the Term of this Agreement, the Contractor shall secure and maintain all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.
22. **POLICY OF NON-DISCRIMINATION** The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.
23. **NON-WAIVER** The approval, and/or acceptance of any part of the Work by the Town shall not operate as a waiver by Town of any other terms and conditions of the Agreement.



24. **NOTICES** Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

Town: Town of Cutler Bay 10720 Caribbean Blvd., Suite# 105 Cutler Bay, FL 33189 Attention: Rafael G. Casals, Town Manager	Contractor: _____ _____ _____ _____
---	---

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest:

TOWN OF CUTLER BAY, a Florida Municipal Corporation

By: _____
Jacqueline N. Wilson, Town Clerk

By: _____
Rafael G. Casals, Town Manager

By: _____
Town Attorney

Town Resolution # _____

Signed, sealed and witnessed in the presence of:

CONTRACTOR: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

(*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.



**END OF SECTION
SECTION X
TOWN OF CUTLER BAY
GENERAL CONTRACTOR SERVICES
RFQ #16-01
PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal and Contractor, and _____

Hereinafter called Surety, are held and firmly bound unto Town of Cutler Bay, a political subdivision of the State of Florida, and represented by its Town Manager, in the sum of:

_____ Five Thousand Dollars _____

dollars (\$ 5,000.00) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a Proposal to the Town of Cutler Bay for the furnishing of all labor, materials (except those to be specifically furnished by the Town), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

GENERAL CONTRACTOR SERVICES

**TOWN OF CUTLER BAY
GENERAL CONTRACTOR SERVICES
RFQ # 16-01**

WHEREAS, it was a condition precedent to the submission of said Proposal that a cashier's check, certified check, or Proposal bond in the amount of five thousand dollars (\$5,000.00) of the proposal amount be submitted with said Proposal as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the Town for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Town of Cutler Bay and furnishes the Performance Bond, in an amount equal



to **Five Thousand and NO/100 (\$5,000.00)**, satisfactory to the Town, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Town of Cutler Bay and the Surety herein agrees to pay said sum immediately upon demand of the Town in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said .

as Principal herein, has caused these presents to be signed in its name by its __ and attested by its .
__under its corporate seal, and the said __ as Surety herein, has caused these presents to be signed
in its name by its __and attested in its name by its __ under its corporate seal, this
day of _____ A.D., 2016.

Signed, sealed and delivered
in the presence of:

As to Principal

As to Surety

PRINCIPAL: _____

BY: _____

NAME: _____

Surety

BY: _____

Attorney-in-Fact
(Power-of-Attorney to be
attached)

BY: _____

Resident Agent



END OF SECTION

**SECTION XIX
TOWN OF CUTLER BAY
GENERAL CONTRACTOR SERVICES
RFQ # 16-01
PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESIDENTS:

That we, as Principal, hereinafter Called Contractor, and _____, as Surety, are bond to the Town of Cutler Bay, Florida, as Obligee, hereinafter called Owner, in the amount of **Fifty Thousand and NO/100 (\$50,000.00)** 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, General Contractor Services, RFQ# 16-01, awarded via Town of Cutler Bay Resolution # ____ the ____ day of _____, 2016 with Owner for _____ in accordance with specifications prepared by the Town of Cutler Bay and made part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the Owner for General Contractor Services for Town Facilities, Medians, and Swales ongoing after the date of Contract commencement as specified in the Notice to Award and in the manner prescribed in the Contract; and
2. Indemnifies and pays Owner all losses, damages (specifically including, but not limited to, damages for non-performance and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that Owner sustains because of default by Contractor under the Contract; and
3. Upon notification by the Owner, corrects any and all defective or faulty work or materials.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by Owner to be, in default under the



Contract, the Owner having performed obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

**TOWN OF CUTLER BAY
GENERAL CONTRACTOR SERVICES
RFQ #16-01
PERFORMANCE AND PAYMENT BOND (CONTINUED)**

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a proposal or proposals for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Proposer, or, if the Owner elects, upon determination by the Owner and Surety jointly of the best, lowest, qualified, responsible and responsive Proposer, arrange for a Contract between such Proposer and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts 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, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety’s obligation under this Bond.

Signed and sealed this ____ day of ____, 2016.

WITNESSES:

Name of Corporation

Secretary

By: _____
Signature and Title

[CORPORATE SEAL]



Type Name and Title signed above



**TOWN OF CUTLER BAY
GENERAL CONTRACTOR SERVICES
RFQ #16-01
PERFORMANCE AND PAYMENT BOND (CONTINUED)**

IN THE PRESENCE OF:

INSURANCE COMPANY

Witness

By: _____
Agent and Attorney-in-Fact

Address: _____
Street

Town/State/Zip Code

Telephone No.: _____

END OF SECTION



**SECTION XI
TOWN OF CUTLER BAY
GENERAL CONTRACTOR SERVICES
RFQ #16-01
ADDENDUM ACKNOWLEDGEMENT FORM**

Addendum #Date Received

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Proposer: _____
Company Name

Signature

Printed Name & Title



**TOWN OF CUTLER BAY
GENERAL CONTRACTOR SERVICES
RFQ #16-01
NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

ACKNOWLEDGMENT

State of _____)

) SS:

County of _____)

BEFORE ME, the undersigned authority personally appeared to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this ____ day of _____, 2016.

My Commission Expires:

Notary Public State of Florida at Large

END OF SECTION



**APPENDIX C
TOWN OF CUTLER BAY
GENERAL CONTRACTOR SERVICES
RFQ #16-01
SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES**

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

1. This sworn statement is submitted to the Town of Cutler Bay

by _____
[Print individual's name and title]

for _____
[Print name of entity submitting sworn statement]

whose business address is

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

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), 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 the United States, including, but not limited to, any Proposal or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction or 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.
4. I understand than an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or



- b) 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.

5. 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 Proposals or applies to Proposal 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, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ This 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]**



**SECTION XVI
TOWN OF CUTLER BAY
GENERAL CONTRACTOR SERVICES
RFQ #16-01**

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES**

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 HAT 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's Name Proposer's Signature

Sworn to and subscribed before me this _____ day of _____, 2016.

Personally known _____

OR produced identification _____ Notary Public State of Florida at Large

(Type of identification) My commission expires _____

(Printed, typed or stamped commissioned
Name notary public)

END OF DOCUMENT