



# VILLAGE OF KEY BISCAYNE

Office of the Village Manager

## MEMORANDUM

*Village Council*

Franklin H. Caplan, *Mayor*

Michael W. Davey, *Vice Mayor*

Theodore J. Holloway

Michael E. Kelly

Mayra P. Lindsay

Ed London

James S. Taintor

*Village Manager*

John C. Gilbert

DATE: October 14, 2014

TO: Honorable Mayor and Members of the Village Council

FROM: John C. Gilbert, Village Manager

RE: Request for Proposals for the Recreation Center Second Level Expansion

### RECOMMENDATION

It is recommended that the Village Council review and recommend any revisions to the attached Request for Proposal (RFP) for the Recreation Center Second Level Expansion. Staff will implement approved revisions and seek a motion to authorize the issuance of the RFP at a future Council meeting.

Reviewed by Mrs. Lillian Arango from Weiss Serota Helfman Pastoriza Cole & Boniske as to form and legal sufficiency.

**VILLAGE OF KEY BISCAYNE**  
**REQUEST FOR PROPOSALS (RFP)**



**RFP No. \_\_\_\_**

**Recreation Center Second Level Expansion**

**ISSUE DATE: \_\_\_\_\_, 2014**

**PROPOSAL OPENING DATE: \_\_\_\_\_, 2014**

**PROPOSAL OPENING TIME: 2:00 P.M.**



## ADVERTISEMENT FOR REQUEST FOR PROPOSALS (RFP)

### VILLAGE OF KEY BISCAYNE

The Village of Key Biscayne will receive sealed proposals until **2:00pm** local time, \_\_\_\_\_, **2014**, at the Village Clerk's office, Village of Key Biscayne, 88 West McIntyre Street, Suite 220, Key Biscayne, FL 33149, at which time they will be opened and read aloud for the following project:

#### **Recreation Center Second Level Expansion**

The Project consists of construction of a new second floor addition of approximately 4,846 square feet to the existing Village of Key Biscayne Recreation Center building located at 10 Village Green Way, Key Biscayne, Florida, including selective demolition of portions of the building and roof as necessary to accommodate the new building expansion. All work shall be completed while the building is occupied so protection of the public and services will be required. No site work, civil engineering, landscape or irrigation work is proposed except remediation of the areas used for staging or damaged during construction.

Interested proposers may obtain a copy of the RFP Documents in person from the Village Clerk's office for a fee of \$35.00 per set payable by cash or check, on or after \_\_\_\_\_, **2014**. Make checks payable to Village of Key Biscayne. Copies of the RFP Documents are non-returnable and non-refundable. **The Village will not send the package via courier and it will not be available online.** All interested proposers who obtain the RFP Package must register with the Village Clerk and provide contact information and an email address. All notices and any addenda issued by the Village with respect to the RFP will be sent via electronic mail to registered proposers.

A mandatory pre-proposal conference, followed by a site visit for interested proposers will be held at the Village of Key Biscayne, Village Hall, Building, Zoning and Planning Department, Conference Room (Suite 250) at 2:00 p.m. on \_\_\_\_\_, **2014**. **Attendance at this conference is mandatory in order to submit a proposal in response to this RFP and for the Project.**

Any or all questions or requests for interpretations or clarifications pertaining to the RFP must be directed via email to Todd Hofferberth, Director of Parks & Recreation Department at [thofferberth@keybiscayne.fl.gov](mailto:thofferberth@keybiscayne.fl.gov) by \_\_\_\_\_, **2014**. All proposals shall be submitted in accordance with the requirements of this RFP and the Specifications. The Village of Key Biscayne reserves the right to waive any informality in any proposal, and the Village Manager may reject any or all proposals, and re-advertise the Project.

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Conchita H. Alvarez, MMC, Village Clerk

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**REQUEST FOR PROPOSALS (RFP)**  
**Recreation Center Second Level Expansion Project**

**GENERAL INFORMATION**

**A. SCOPE OF SERVICES:**

The Scope of Services for the Project consists of construction of a new second floor addition to the existing Village of Key Biscayne Recreation Center building located at 10 Village Green Way, Key Biscayne, Florida in accordance with Plans and Specifications prepared by Currie Sowards Aguila Architects dated 09/01/2008 the "Plans and Specifications"). The Plans and Specifications may be obtained by the Village and are available \_\_\_\_\_. The Project includes selective demolition of portions of the building and roof as necessary to accommodate the new building expansion. All work shall be completed while the building is occupied so protection of the public and services will be required. The new area will be approximately 4,846 square feet.

Anticipated trades include pre-cast and masonry construction for the exterior walls, metal deck and steel bar-joist roof, with a built-up-roofing system over tapered rigid insulation. MEP systems include new roof-top mounted package HVAC units and metal ductwork, new electrical panels feeding new lights and power, expanded fire alarm and monitoring system, and plumbing for two new ADA compliant toilets, and roof drains. The existing fire protection system will be expanded to serve the new addition.

All interior finishes including doors, flooring and ceiling and wall finishes as well as exterior stucco and paint surfaces are intended to match existing building standards.

No site work, civil engineering, landscape or irrigation work is proposed except remediation of the areas used for staging or damaged during construction.

**B. PROPOSAL DUE DATE:**

Sealed Proposals will be received at the Office of the Village Clerk, Village of Key Biscayne, 88 West McIntyre Street, Key Biscayne, FL 33149, until \_\_\_\_\_, **2014** (the "Submission Deadline"), at which time all Proposals will be publicly opened.

**Proposals must be addressed and delivered to:**

Office of the Village Clerk, Suite 220  
Village of Key Biscayne  
88 West McIntyre Street  
Key Biscayne, Florida 33149

**C. PRE-PROPOSAL CONFERENCE AND SITE VISIT.**

A mandatory pre-proposal conference, followed by a site visit for interested proposers will be held at the Village of Key Biscayne, Village Hall, Building, Zoning and Planning Department, Conference Room (Suite 250) on \_\_\_\_\_, 2014 at 2:00 p.m.

Prior to submitting a proposal, each proposer is required to visit the site and become familiar with the and any conditions that may, in any manner, affect the Work to be performed by Contractor or affect the equipment, materials and labor required. Each Proposer is also required to examine carefully the Plans and Specifications set forth in this RFP and be thoroughly informed regarding any requirements or conditions that may in any manner affect the Work to be performed under the Project. No allowances will be made because of lack of knowledge of any conditions or requirements.

**D. Questions or Requests for Interpretations and Clarifications concerning this RFP should be directed via email to:**

Todd Hofferberth, Director of Parks and Recreation Department  
Village of Key Biscayne  
Email: [thofferberth@keybiscayne.fl.gov](mailto:thofferberth@keybiscayne.fl.gov)

Material issues to this RFP that are brought to the attention of the Village will be responded via Addenda and sent via email to all firms who have received copies of the RFP and registered with the Village.

**E. In order to facilitate review of the proposals, each proposer must submit one (1) original, plus ten (10) additional copies, of the proposal in response to this RFP, on or before the Submission Deadline indicated herein.**

THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A PROPOSAL TO THE OFFICE OF THE VILLAGE CLERK ON OR BEFORE THE SUBMISSION DEADLINE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE VILLAGE IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE SUBMISSION DEADLINE STATED IN THIS RFP WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. FACSIMILE AND EMAILED PROPOSALS SHALL NOT BE CONSIDERED.

Hand-delivered Proposals may be delivered to the above address during the Village's regular business hours, Monday through Friday, excluding holidays observed by the Village, but not beyond the Submission Deadline. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer label or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to bind the Proposer and enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the Village as constituting an offer by the Proposer to perform the required Work, upon the terms and at the prices stated by the Proposer.

**F. DEFINITIONS**

For the purposes of this RFP, the following terms shall have the meaning set forth herein:

- |                      |  |
|----------------------|--|
| <b>Contract</b>      | Shall refer to the Contract for Construction that may result from this Request for Proposals. A form of Contract is attached to this RFP as Attachment "B".  |
| <b>Contractor</b>    | The organization(s)/individual(s) that is awarded and has an approved Contract with the Village for the Work identified in this RFP.   |
| <b>Contract Time</b> | The number of Calendar Days allowed for completion of the Contract work including authorized time extensions.  |
| <b>Council</b>       | The Village Council of the Village of Key Biscayne, Florida.   |
| <b>Delay</b>         | Any unanticipated event, action, force or factor which extends the Contractor's time of performance of any work item under the Contract. The term "delay" is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference" "impedance", "hindrance", or otherwise, |

which are beyond the control of and not caused by the Contractor, or the Contractor's subcontractors, material men, suppliers or other agents. The term does not include "extra work".

<b>Equipment</b>	The machinery, equipment and necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the Work.
<b>Extra Work</b>	Any "work" which is required from the Contractor to be performed and which is not otherwise covered or included in the Project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions, or otherwise. This term does not include a "delay".
<b>May</b>	Indicates something that is not mandatory but permissible.
<b>Project, Work</b>	Shall refer to all matters, work and services that will be required to be done by the Successful Proposer in accordance with the Scope of Services and the terms and conditions of the Plans and Specifications of this RFP.
<b>Proposal (Bid, Bid Proposal)</b>	Shall refer to any offer(s) or proposal submitted in response to this Request for Proposal.
<b>Proposer</b>	Shall refer to an individual, firm, or corporation submitting a proposal for the proposed work.
<b>Request for Proposal, RFP</b>	Shall mean this Request for Proposal including all Exhibits and Attachments as approved by the Village and addenda, amendments or change orders issued by the Village.
<b>Responsible Proposer</b>	A proposer who has the capability in all respects to fully perform the Work requested in this RFP and the Contract requirements and the integrity and reliability that will assure good faith performance.
<b>Responsive Proposal</b>	A proposal or reply submitted by a proposer that conforms in all material respects to this RFP and the requirements herein.
<b>Shall/Must</b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement will, if material, result in the rejection of a proposal as non-responsive.
<b>Should</b>	Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the Village may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information. Failure to provide the information after demand may result in rejection.
<b>Sub-Contractor &amp; Sub-Consultant</b>	Shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work to the Village, whether directly or indirectly, on behalf of the Successful Proposer.

**Submission Deadline** Shall refer to the due date and time listed in this RFP for the submittal of proposals to the Village.

**Successful Proposer** Shall refer to the Proposer receiving an award of the Contract as a result of this Request for Proposal.

**Village /Owner** Shall refer to the Village of Key Biscayne, Florida or its designated representative, as applicable.

**SECTION 1**

**REQUEST FOR PROPOSALS**

**SUBJECT: Recreation Center Second Floor Expansion**

**OPENING DATE  
& TIME:** \_\_\_\_\_, 2014 at 2:00 p.m.

**SUBMIT TO:** Recreation Center Second Floor Expansion  
Office of the Village Clerk, Suite 220  
Village of Key Biscayne  
88 West McIntyre Street  
Key Biscayne, Florida 33149

Proposals shall be clearly marked "Recreation Center Second Floor Expansion" on the outside of the envelope.

**1.1 INTENT.**

The Village of Key Biscayne, Florida (Village) is inviting the submission of proposals from qualified firms for the Recreation Center Second Floor Expansion Project consisting of construction of a new second floor addition of approximately 4,846 square feet to the existing Village of Key Biscayne Recreation Center building located at 10 Village Green Way, Key Biscayne, Florida, including selective demolition of portions of the building and roof as necessary to accommodate the new building expansion. All work shall be completed while the building is occupied so protection of the public and services will be required. No site work, civil engineering, landscape or irrigation work is proposed except remediation of the areas used for staging or damaged during construction. A more complete Scope of Services is included under Section 3, Specifications, of this RFP.

**1.2 SCHEDULE OF EVENTS.**

The following schedule is anticipated for this RFP process, but is subject to change by the Village, in its sole discretion, at any time during the RFP procurement process.

<b>No.</b>	<b>Event</b>	<b>Date</b>	<b>Time(EST)</b>
1	Advertisement/Distribution of RFP	_____, 2014	2:00PM
2	Mandatory Pre-Proposal Conference and Site Visit Village Hall, 88 West McIntyre Street, Suite 250, Key Biscayne, Florida 33149	_____, 2014	2:00PM
3	Deadline to Submit Questions/ Requests for Clarification	_____, 2014	5:00PM
4	Village Issues Addenda and Responds to Questions	_____, 2014	5:00PM

5	Deadline to Submit RFP – Submission Due Date	_____, 2014	2:00PM
6	Period to request additional information or clarification from Proposers. Village may interview Proposers.	_____, 2014	TBA
7	Award Proposal and Contract – Village Council Meeting	_____, 2014	7:00PM
8	<b>Notice-to-Proceed – Contract Begins</b>	_____, 2014	TBA

### 1.3 PLANS AND CONTRACT SPECIFICATIONS.

It is the responsibility of each proposer, before submitting a proposal in response to this RFP, to obtain and carefully review the Plans and Specifications, and Contract Documents, for the Project prepared by Currie Sowards Aguila Architects dated 09/01/2008, together with any updates thereto. The Plans and Specifications may be obtained by the Village and are available \_\_\_\_\_.

### 1.4 TERM OF CONTRACT/CONTRACT TIME.

The Contract shall commence after awarded by the Village Council and on the date stipulated in the Notice to Proceed. The Contract shall remain in effect through job completion. The Work shall be substantially completed within \_\_\_\_\_ calendar days from the Notice to Proceed, and final completion shall be obtained within thirty (30) calendar days thereafter. The Contractor acknowledges and agrees that time is of the essence in the performance and delivery of the Work hereunder.

### 1.5 PROPOSAL FORMAT AND CONTENT; MINIMUM REQUIREMENTS AND QUALIFICATIONS.

Proposers shall submit their proposals using the Forms provided with this RFP, and attach and include all attachments or requirements set forth herein. Proposals must be submitted on 8.5" x 11" sheets and include one (1) original and ten (10) copies of the following completed proposal forms and required information, tabbed or numbered accordingly, in the following order:

- A. Proposal Form.
- B. Proposer's Certification.
- C. Experience/Work References. Experience of the firm must demonstrate evidence of prior construction experience in Florida on private or municipal or governmental projects, defined as governmental administrative offices, schools, community centers and municipal halls and facilities. Indicate the firm's number of years of experience in the required services. Provide a list and description of similar projects satisfactorily completed within the past five (5) years, including demonstrating experience with public agencies, and provide contact name and information of the individual at the respective agency who was responsible for project coordination.

- E. Firm's Qualifications. Provide a description of the firm, range of expertise, including the size, years in operation, organizational structure, project manager and key personnel assigned to the Project, demonstrating firm-wide experience and expertise in the area of construction of similar projects. Proposers must have successfully completed at least five (5) projects of a similar size, scope and complexity within the past five (5) years.
- F. Qualifications Questionnaire. Completed Questionnaire must be submitted as specified within this RFP. Any attachment must be clearly identified. To be considered, the proposer must respond to all parts of the Questionnaire in accordance with requirements of RFP. The Questionnaire is included in this RFP.
- F. Project Team/Manager. Provide an organizational chart of the Project team, including key personnel, Project Manager and Subcontractors, who will be assigned and directly involved and responsible throughout the duration of the Project. Information shall include the names, title, resumes, qualifications, licenses, expertise and experience with similar projects.
- G. Licenses/Certifications. Provide copies of all professional and business licenses required for the Work, as required by all applicable federal, State, County and local agencies, including licenses for the firm and key personnel performing the Work.
- H. Plan/Approach to Work. Describe the Proposer's planned approach and concept for performance of the Work and completion of the Project, including a scope of services which demonstrates an understanding of the project, integrating industry best practices and cost effectiveness. Explain why the firm's approach and plan would be the most effective and beneficial to the Village and ensure timely completion of the Work.
- I. Financial. Proposers must provide a general description of the firm's financial condition, including annual gross receipts and annual payroll, and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the Project. Recognizing the substantial capital required to support this type of Contract, only Proposers with a history of profitability will be considered. (Minimum of 12 consecutive quarters of demonstrated profitability as referenced by **audited** financial statements). Proposer shall provide the following: a letter from a financial institution stating a current line of credit; indicate current value of all work that the proposer entity has under contract and pending; business construction revenues for the past five (5) years; a current audited financial statement.
- J. Indemnification Clause.
- K. Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Public Entity Crimes.
- L. Business Entity Affidavit.
- M. Drug-Free Workplace Affidavit.
- N. Anti-Kickback Affidavit.
- O. Non-Collusive Affidavit.
- P. Additional Information. Provide any additional information that highlights experience or expertise, which is relevant and directly applicable to this RFP.

- Q. Bid Form. All Proposers are required to submit the total Project cost for their proposal, utilizing the Bid Form included in this RFP.
- R. Insurance Certificates/Bonds. Provide evidence/certificates of insurance of general liability, workers compensation, automobile liability insurance, and builder's risk insurance, as required in this RFP. Provide bid bond, and evidence or capacity for payment and performance bonds, as required in this RFP.

The Village provided Proposal Forms shall be completed, signed, notarized and certified as to authorization, where indicated.

## **1,6 BONDS.**

**1.6.1 Bid Bond.** All proposals must be accompanied by a Bid Security or Bond in the amount of five percent (5%) of the total proposal submitted, to be in the form of a Cashier's Check made payable to the Village or a bond written by a surety company authorized to do business in the State of Florida and in compliance with Section 287.0935, Florida Statutes. The bond of all unsuccessful Proposers will be returned after proposal award. The Proposer shall not withdraw their proposal after Proposal Opening for the period stipulated as the proposal guaranty period. Proposers shall give assurances that all proposals offered will be held open and are not revocable for lack of consideration during the time stipulated herein. A personal check or company check of a proposer shall not be deemed a valid proposal security and will not be accepted. The Proposer shall not withdraw their Bid after proposal opening for the period stipulated as the proposal guaranty period. Proposers will give these assurances that all bids offered will be held open and are not revocable for lack of consideration during the time stipulated herein. Failure by the Proposer to whom the Contract has been awarded, to execute and deliver the required documents and/or other applicable forms, and to furnish the Performance and Payment Bonds, and to furnish satisfactory evidence of all insurance coverage within ten (10) calendar days after the award letter is presented for execution, may result in the annulment of the award and the forfeiture of the bid bond or security to the Village, which forfeiture shall be considered not as a penalty but in liquidation of damages sustained by the Village. Award may then be made to the next Proposer, or all remaining Proposals may be rejected, and the Contract may be re-advertised.

**1.6.2 Payment and Performance Bond.** Proposers shall provide evidence or capacity to provide the Payment and Performance Bonds required for the Project, in compliance with the General Conditions included in this RFP and the following requirements: Within ten (10) calendar days of Notice to Proceed and prior to commencing any work on the Project, the selected proposer shall execute and furnish to Village a Performance Bond and a Payment Bond in form and substance for a public construction work and in accordance with Section 255.01, Florida Statutes, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years, both in a minimum amount equal to the total Project cost or Contract Price. The Surety Company shall be acceptable to the Village and authorized to do business in the State of Florida. The Village shall require co-obligee Performance and Payment bonds from the proposer, naming the Village as a co-obligee. Proposer's that cannot provide evidence of the capacity for bonding at the amount required herein may not be considered qualified to perform the Project pursuant to this RFP. Evidence of such must be provided by the proposer pursuant to this RFP and shall remain the obligation of the proposer.

## **1.7 VILLAGE'S RIGHTS.**

The Village reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities in proposals, to cancel or discontinue this RFP process, and to request new proposals on the required Work. The Village Council shall make the final determination and award of proposal(s).

All materials submitted in response to this Request for Proposals become the property of the Village and will be returned only at the option of the Village. The Village has the right to use any or all ideas presented in any response to the RFP, whether amended or not, and selection or rejection of Proposals does not affect this right.

## **1.8 PUBLIC ENTITY CRIME/DISQUALIFICATION.**

Pursuant to Section 287.133(3)(a), Florida Statute, all proposers are advised as follows:

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

**1.9 BUSINESS ENTITY AFFIDAVIT.** Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Village of Key Biscayne (the "Village") 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 Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Village 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 Village. 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 Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, 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 Village. Proposer must complete and execute the Business Entity Affidavit form. The term "Proposer", as used herein, includes any person or entity making a proposal herein to the Village or providing goods or services to Village.

## **1.10 PROPOSAL COSTS.**

Proposers submitting proposals do so entirely at their own cost and expense. There is no expressed or implied obligation by the Village to reimburse any individual or firm for any costs or expenses incurred in preparing or submitting proposals, providing additional information when requested by the Village, or for participating in any selection interviews.

### **1.11 ADDENDA, CHANGES OR INTERPRETATIONS DURING PROPOSAL PROCESS.**

The Village will not respond to oral inquiries or questions concerning this RFP. Any written inquiry or request for interpretation or clarification shall be sent via email and received by the Village no later than \_\_\_\_\_, 2014 and directed to: Todd Hofferberth, Director of Parks and Recreation Department. All such interpretations or clarifications will be made in writing via email in the form of an Addendum to this RFP issued by the Village to all known and registered prospective proposers. Each prospective proposer shall acknowledge receipt of such Addenda by including it in the Proposal Form. In case any proposer fails to include such Addenda or Addendum, its proposal will nevertheless be considered as though it had been received and acknowledged and the submission of his proposal will constitute acknowledgement of the receipt of same. All Addenda shall be a part of this RFP and a part of the Agreement and each proposer will be bound by such Addenda, whether or not received by him/her. It is the responsibility of each prospective proposer to verify that he/she has received all Addenda issued before proposals are submitted and opened.

### **1.12 SELECTION PROCESS.**

The Village shall be sole judge of its best interests in evaluating qualifications and proposals deemed most advantageous to the Village, and the resulting Contract to be entered into between the Village and the Contractor. The Village will review proposals for an initial determination on minimum qualifications, responsiveness and responsibility. The proposals initially determined to be responsive and submitted by responsible proposers meeting the qualifications of this RFP will be presented to the Village Council in the form of a recommendation by the by the Village Manager for review and selection.

The Village and/or Village Council may interview proposers, request oral presentations, request additional information or clarification of proposals and information submitted. All responsive and responsible proposals meeting the qualifications set forth in this RFP will be identified and those firms may be requested to make a formal presentation before the Village Council. The Village Manager will make a recommendation to the Village Council of all qualified, responsive and responsible proposers for selection and award. In accordance with the requirements of this RFP, the Village Council will evaluate proposals and select a Successful Proposer. The evaluation and selection of proposals will not be based solely on quantity and price, and the Village Council may consider the factors and requirements listed in Section 1.4 of this RFP, including but not limited to, qualifications and experience, references, Project management team and key personnel, Proposer's planned approach and concept for performance of the Work, Bid Price, and financial capability and strength of proposer. The Village Council reserves the right to reject any or all proposals, to waive any informality, irregularity or technicality in any proposal, to re-advertise for proposals, or take any other such actions that may be deemed to be in the best interests of the Village. The Village Council shall have the final selection and approval of the proposal and shall authorize the award of the Contract to the Successful Proposer.

### **1.13 AWARD OF PROPOSAL.**

The Village will select the proposer determined by the Village to be in compliance with the requirements of this RFP and in the best interest and most advantageous to the Village. The Village reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive any irregularities, to cancel or discontinue this RFP and to request new proposals for the required Work. The Village also reserves the right to waive minor variations to the Plans and Specifications (interpretation of such to be made by the applicable Village department personnel). Final determination and award of proposal(s) shall be made by the Village Council.

Neither this RFP nor the notice of award of the Contract constitutes an agreement or contract with the Successful Proposer. An agreement or contract is not binding until a written agreement or contract (the

Contract to be substantially in the form included in this RFP and attached hereto as Attachment "B") has been approved as to form and sufficiency by the Village Attorney and executed by the Village (with Council approval) and the Successful Proposer.

**1.14 NO CONTINGENT FEE.**

Proposer shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making the Contract. For the breach or violation of this provision, the Village shall have the right to terminate the Contract, without liability, at its discretion.

**1.15 PUBLIC RECORDS; CONFIDENTIALITY.**

Proposers are hereby notified that all information submitted as part of or in support of proposals submitted pursuant to this RFP are public records subject to public disclosure in accordance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law". If there is any apparent conflict between Florida's Public Records Law and this RFP, Florida Law will govern and prevail.

All proposals submitted in response to this RFP shall become the property of the Village. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the Village reserves the right to utilize any or all information, ideas, conceptions, or portions of any proposal in its best interest. Acceptance or rejection of any proposal shall not nullify the Village's rights hereunder.

**1.16 IDENTICAL (TIE PROPOSALS).**

Preference shall be given to business 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 Village for the procurement of the Services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process and shall be awarded by the Village in compliance with Florida State Statutes providing for a drug free workplace.

## SECTION 2

### GENERAL CONDITIONS

#### **INTRODUCTION**

All proposals submitted in response to this RFP and any Contract awarded to the Successful Proposer must conform to the following terms and conditions.

#### **2.1 PURPOSE OF PROPOSAL.**

The Village of Key Biscayne, Florida (Village) requests proposals from qualified firms for the Recreation center Second Level Expansion Project. The nature, scope and definition of the Work desired or required by the Village may change from time to time, at the Village's discretion. Although this RFP incorporates Plans and Specifications prepared by Currie Sowards Aguila Architects dated 09/01/2008, together with any updates thereto, the Village reserves the right, in its sole discretion, to modify, delete or add to the Plans and Specifications and improvements included in the Project.

The Village intends to secure the Work from a qualified contractor that conforms to the requirements of this RFP and is most advantageous to the Village and in its best interest. The Village reserves the right to award the proposal considered to best serve the Village's interests.

In the event of any conflicts between provisions contained in the General Conditions and Specifications, the provisions contained in the Specifications shall govern and prevail.

#### **2.2 SUBMISSION OF PROPOSALS.**

Proposers must use the proposal form(s) furnished by the Village with this RFP, as well as provide any information requested by this RFP. Failure to do so may cause the proposal to be rejected. Removal of any part of the proposal may invalidate the proposal. Incomplete, unresponsive, irresponsible, vague or ambiguous responses to this RFP may be just cause for rejection, as determined by the Village.

Proposer warrants that the terms and conditions quoted in the proposal, including pricing, will be firm for a period of one eighty (180) days from the date of the proposal opening unless otherwise stated by the Village.

Proposals having an erasure or corrections must be initialed by the proposer in ink. Proposals shall be signed in ink. All quotations shall be typewritten or filled in with ink.

#### **2.3 DELIVERY.**

Any and all materials and goods in connection with the Work shall be delivered F.O.B. destination (i.e., at a specific Village address), and delivery costs and charges (if any) will be included in the proposal price. Exceptions should be noted.

#### **2.4 TAXES.**

Proposer should include any and all applicable taxes in bid prices.

## **2.5 MATERIALS.**

Any materials or products delivered by Contractor pursuant to this RFP shall remain the property of the Contractor or vendor until accepted to the satisfaction of the Village. In the event material(s) or products supplied to the Village are found to be defective or do not conform to the requirements of this RFP or the Specifications, the Village reserves the right to return the materials or product(s) to the vendor or Contractor, at the Contractor's 's expense.

## **2.6 PRICING.**

The Bid Form attached to this RFP and to be included with each proposal shall specify the Proposer's pricing and all costs and expenses for labor, equipment, materials, and contractor's overhead and profit, as requested herein. If the proposer is awarded a contract pursuant to this RFP, the prices and fees quoted in the proposal shall remain fixed and firm during the term of the Contract.

## **2.7 SAFETY STANDARDS.**

All Contractors shall comply with all applicable local, state and federal laws and health and safety requirements, with all latest revisions or amendments, including but not limited to, the Occupational and Safety and Health Administration (OSHA) standards, State of Florida Department of Transportation (FDOT vehicle safety and traffic control requirements).

## **2.8 PAYMENTS.**

Payment will be made on a monthly basis after Work is rendered, accepted, and properly invoiced as indicated in the Contract and in accordance with the Florida Prompt Payment Act. Contractor must provide one invoice for all Work performed regularly on a monthly basis. The invoice must be itemized and in accordance with the Bid Form and Schedule of Values submitted with the Proposal.

## **2.9 LICENSES AND PERMITS.**

Proposer shall secure and pay for any and all necessary and required licenses, certifications, permits and inspections to perform the Work, including, but not limited, all State, Miami-Dade County and Village licenses and permits. The Contractor shall be responsible for all fees associated with the attainment of permits for the Work. The Village will not waive the permit fees payable to the Village. All proposers must provide the necessary documentation to demonstrate that they meet all applicable licensing and permitting requirements.

By submitting a proposal in response to this RFP, Proposer represents and warrants to the Village that it holds all licenses, certifications and permits ("Licenses") required by applicable law and by any other governmental authority or agency to perform the Work. Proposer represents and warrants to the Village that the Licenses shall be in full force and effect on the date of performance of the Work and further represents that it holds and will hold all Licenses throughout the term of the Contract. Proposer shall provide the Village with copies of all Licenses and any additional permits that may be required for performance of the Work with its proposal and during the term of the Contract.

Where the Contractor is required to enter onto Village property, public right of way or other property to deliver materials or to perform the Work as a result of a proposal award, the Contractor will assume the full duty, obligation and expense of obtaining all necessary approvals, licenses, permits, inspections and insurance required. The Contractor shall be liable for any damages or loss to the Village, property or person occasioned by the acts or omissions, or the negligence of the proposer (or their agent) or any person the proposer has designated for performance of the Work as a result of the proposal.

## 2.10 INSURANCE.

The Contractor shall not commence Work under the Contract until it has obtained all insurance required and such insurance has been approved by the Village.

A. The Contractor shall purchase and maintain, in full force and effect for the term of the Agreement, at Contractor's sole expense, the following required insurance policies with minimum limits and requirements:

1. Business automobile policy that covers any auto or vehicle used in connection with the Agreement, regardless of whether the vehicle is owned, rented, hired or borrowed by the Contractor. Minimum limits for bodily injury/property damage liability shall be \$1,000,000.00 per occurrence.

2. Comprehensive general liability policy with minimum coverage limits of \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the general aggregate for bodily injury and property damage, and \$2,000,000.00 general aggregate for products/completed operations. Comprehensive general liability insurance shall include endorsements for property damage, personal injury, contractual liability, completed operations, products liability and independent contractor's coverage.

3. Workers' compensation and employer's liability policy, which covers all of the Contractor's employees to be engaged in the performance of the Services or work on the Agreement as specified by, and in accordance with, Chapter 440, Florida Statutes. No employee, subcontractor or agent of the Contractor shall be allowed to perform any Services pursuant to the Agreement without workers' compensation insurance.

4. Builder's Risk. Contractor shall provide, in a policy acceptable to the Village Builder's Risk on the Project covering construction, additions, machinery and equipment included in the Project. **Please submit proposed cost of Builder's Risk policy as a separate line item with Bid Form.** The amount of the insurance shall be no less than the estimated insurable replacement value of the Project when completed and coverage shall be provided on an "all risk" (i.e., Special Form) basis. The maximum deductible for other than windstorm, hail, earth movement or flood shall be \$10,000 per occurrence. The maximum deductible for windstorm and hail shall be the greater of \$100,000 or 4% of the estimated actual cash value of the insurable property at risk at the time of loss. The risk of loss shall remain with Contractor until the date of Final Completion.

B. All insurance policies provided by the Contractor shall be issued by companies licensed to do business in the State of Florida and rated "A-X" or better by A.M.Best's Key Rating Guide and qualified to do business in the State of Florida. The Contractor shall be responsible for all deductibles and self-insured retentions on its liability policies.

C. The Village shall be named as additional insured on required insurance policies. The form and types of coverage and sufficiency of insurer shall be subject to the approval of the Village. On a yearly basis, Contractor must submit to the Village any and all Insurance Certificate renewals.

D. The Contractor agrees to indemnify, defend and hold harmless the Village from and against any and all claims, suits, judgments, losses, damages, executions and/or liabilities as to bodily injuries and/or property damage which arise or grow out of the Contract or Contractor's performance of the Work required by this RFP.

E. Copies of all policies or certificates of such insurance shall be delivered to the Village, and said documentation shall provide for the Village to be notified a minimum of thirty (30) days prior to any cancellation, termination, reduction or non-renewal of any required insurance policy.

F. The Contractor shall also, upon request by the Village, provide copies of all official receipts and endorsements as verification of Contractor's timely payment of each insurance policy premium as required by the Contract.

## **2.11 COMPLIANCE WITH LAW AND OTHER REQUIREMENTS.**

Contractor shall perform the Work and conduct its operations in compliance with all applicable federal, State, County and local laws in providing the Work required by this RFP, including specifically, Chapter 17 (Noise), of the Village's Code of Ordinances regulating inter alia noise, power tools, etc.

**2.11.1** When excavating or digging in the performance of the Work pursuant to this RFP, Contractor shall be responsible for identifying and locating any and all utilities (including underground lines, pipes and cables) at the location, prior to any such work, so as to avoid interference or disruption to utilities, including contacting and coordinating with "Sunshine 811".

## **2.12 ASSIGNMENT.**

The Contractor shall not transfer or assign the performance of the Work required by this RFP and the Contract without the Village's prior written consent. Any award issued pursuant to this RFP and monies which may be payable by the Village, are not assignable except with the Village's prior written approval.

## **2.13 ATTORNEY'S FEES.**

If the Village incurs any expense in enforcing the terms of the Contract, whether suit be brought or not, Contractor agrees to pay all such costs and expenses including, but not limited to, court costs, interest and reasonable attorney's fees.

## **2.14 CONTRACTOR'S RELATION TO THE VILLAGE.**

It is expressly agreed and understood that the Contractor is in all respects is an independent contractor as to all Work hereunder, and that the Contractor is in no respect an agent, servant or employee of the Village. This RFP specifies the Work to be performed by the Contractor, but the method to be employed to accomplish the Work shall be the responsibility of the Contractor, unless otherwise provided in the Contract or by the Village.

## **2.15 DISCRIMINATORY PRACTICES.**

The Contractor shall not deny service, deny access, or deny employment to any person on the basis of race, color, creed, sex, sexual orientation religion or national origin. The Contractor will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida or the Federal Government.

## **2.16 CANCELLATION.**

Failure on the part of the Contractor to comply with the conditions, specifications, requirements and terms as determined by the Village, shall be just cause for cancellation of the award, with the Contractor holding the Village harmless.

## **2.17 TERMINATION FOR DEFAULT.**

In the event of default by the proposer or Contractor, the Village may terminate the Contract, procure the Work from other sources and hold the proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

## **2.18 TERMINATION FOR CONVENIENCE.**

The Village may terminate the Contract, in whole or in part, for convenience upon thirty (30) days prior written notice to the Contractor. Upon such termination, the Village shall be responsible to the Contractor only for payment in accordance with the payment provisions of the Contract for the Work provided prior to and through the date of termination.

## **2.19 INDEMNIFICATION.**

The Contractor shall indemnify, save harmless and defend the Village, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of any act, error, omission, negligent act, conduct or misconduct of the Contractor, his agents, servants or employees, in the performance of the Work pursuant to this RFP and/or from any procurement decision of the Village including without limitation, awarding the Contract to a Contractor.

## **2.20 SECONDARY/OTHER VENDORS.**

The Village reserves the right in the event the primary proposer cannot provide the Work in a timely manner as requested, to contact the second best proposer of this RFP to perform the Work. If the secondary contractor is unavailable, the Village reserves the right to seek and obtain other sources.

## **2.21 LIQUIDATED DAMAGES:**

The Village reserves the right to impose applicable liquidated damages in the amounts established by the Village in the Contract. If the Contractor or, in case of his default, the surety fails to complete the Work within the time stipulated in the Contract, or within such extra time that the Village may have granted the Contractor, in case of his default, the Contractor or surety shall pay to the Village liquidated damages in the amount stipulated herein and in the Contract per calendar day in which the Work is not completed. The Village has the right to apply, as payment on such liquidated damages, any money the Village owes the Contractor. The Village does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and finish the Work, or any part of it, after the expiration of the Contract Time including granted time extensions.

**END OF SECTION 2**

## **Section 3**

### **SPECIFICATIONS**

#### **RFP Recreation Center Second Level Expansion Project**

##### **3.1 SCOPE OF SERVICES**

The Village of Key Biscayne, Florida is seeking proposals from qualified firms or contractors for the construction of a new second floor addition to the existing Village of Key Biscayne Recreation Center building located at 10 Village Green Way, Key Biscayne, Florida (the "Project" or Work"). Architectural and engineering plans and specifications for the project have been prepared by Currie Sowards Aguila Architects dated 09/01/2008, together with any and all updates thereto. The Plans and Specifications may be obtained by the Village and are available \_\_\_\_\_. The Village intends that the Project be completed within \_\_\_ days of Notice to Proceed. The Project includes selective demolition of portions of the building and roof as necessary to accommodate the new building expansion. All work shall be completed while the building is occupied so protection of the public and services will be required. The new area will be approximately 4,846 square feet.

Anticipated trades include pre-cast and masonry construction for the exterior walls, metal deck and steel bar-joist roof, with a built-up-roofing system over tapered rigid insulation. MEP systems include new roof-top mounted package HVAC units and metal ductwork, new electrical panels feeding new lights and power, expanded fire alarm and monitoring system, and plumbing for two new ADA compliant toilets, and roof drains. The existing fire protection system will be expanded to serve the new addition.

All interior finishes including doors, flooring and ceiling and wall finishes as well as exterior stucco and paint surfaces are intended to match existing building standards.

No site work, civil engineering, landscape or irrigation work is proposed except remediation of the areas used for staging or damaged during construction.

##### **3.2 ACCESS**

(Insert any requirements for Access to Recreation Center)

##### **3.3 STORAGE OF EQUIPMENT AND LIST OF CURRENT EQUIPMENT**

The Contractor shall not store its equipment on the Site, Village property or Village rights-of-way, except with the Village's express written prior approval.

Contractor shall provide to Village a list of all equipment to be used in connection with the Work.

##### **3.4 HOURS OF WORK**

The Contractor may begin work at 7 A.M. and work until 3 P.M. on each work day.

##### **3.5 CONTRACTOR'S LIABILITY FOR DAMAGE**

The Contractor agrees to indemnify, save and hold the Village harmless for any and all bodily injury and damage caused to the Village's property or that of third parties due to the actions of the Contractor and the Work provided pursuant to this RFP.

**[GENERAL CONSTRUCTION AND SUPPLEMENTARY CONDITIONS GOVERNING THE PROJECT TO BE ADDED AND INSERTED PRIOR TO RELEASE OF RFP.]**