



## **REQUEST FOR PROPOSALS (RFP)**

**RFP #05-2022**

### **RE-BID NO. 3 OF FORMER GOVE ELEMENTARY SCHOOL PROPERTY DEVELOPMENT**

**PURCHASING DIVISION  
110 DR. MARTIN LUTHER KING, JR. BLVD., WEST  
BELLE GLADE, FL 33430-3900**



## NOTICE OF REQUEST FOR PROPOSALS (RFP)

Sealed proposal packages shall be received by the City of Belle Glade Office of the City Clerk on the date, time, and location listed below, at which time all qualification packages submitted shall be publicly announced. Proposal packages received after the designated time and date shall be rejected as non-responsive.

RFP Number: 05-2022  
 RFP Name: Re-Bid No. 3 of Former Gove Elementary School Property Development  
 RFP Advertising: 10/2/2022  
 RFP Submittals Due: 11/14/2022 @ 3:00PM Eastern Standard Time.  
 Pre-Proposal Meeting: A **non-mandatory** Zoom and In-person (proposer choice) pre-proposal meeting will be held at the City of Belle Glade Mary B. Orsenigo conference room in City Hall, located at 110 Dr. Martin Luther King, Jr. Blvd., West, Belle Glade, FL 33430-3900 on **October 25<sup>th</sup>, 2022 @ 10:00AM** Eastern Standard Time. **SITE VISITS CAN BE SCHEDULED BY CALLING THE CONTACT PERSON.**  
**Join Zoom Meeting**  
<https://us06web.zoom.us/j/87214953295?pwd=U2k0eUJRbC9kd1NLeXRWV3NEUHRDQT09>

**Meeting ID: 872 1495 3295**  
**Passcode: 384890**  
**One tap mobile**  
**+13017158592,,87214953295#,,,,\*384890# US (Washington DC)**  
**+13092053325,,87214953295#,,,,\*384890# US**

**Dial by your location**  
**+1 301 715 8592 US (Washington DC)**  
**+1 309 205 3325 US**  
**+1 312 626 6799 US (Chicago)**  
**+1 646 931 3860 US**  
**+1 929 205 6099 US (New York)**  
**+1 719 359 4580 US**  
**+1 253 215 8782 US (Tacoma)**  
**+1 346 248 7799 US (Houston)**  
**+1 386 347 5053 US**  
**+1 564 217 2000 US**  
**+1 669 444 9171 US**  
**+1 669 900 6833 US (San Jose)**

**Meeting ID: 872 1495 3295**  
**Passcode: 384890**  
**Find your local number: <https://us06web.zoom.us/j/87214953295?pwd=U2k0eUJRbC9kd1NLeXRWV3NEUHRDQT09>**

Contact Person: Neil Appel, C.P.M., Purchasing Manager  
 Email: [nappel@belleglade-fl.com](mailto:nappel@belleglade-fl.com)  
**Start all email subject lines with the RFP number for faster recognition.**

Questions Deadline: 10/31/22 @ 3:00PM  
 Submit RFP to: City of Belle Glade Office of the City Clerk  
 110 Dr. Martin Luther King, Jr. Blvd., West, Belle Glade, FL 33430-3900

RFP Scope of Work: **This solicitation is to generate proposals to develop the former Gove Elementary School property as a Workforce Housing development. See Section 3, Scope of Work for details.**

Proposed Shortlist Date: 11/21/22 @ 10:00AM in the City Commission Chambers.

Proposed Interview Date: 12/5/22 @ 10:00AM in the City Commission Chambers.

Proposed Award Date: To be announced. **ALL DATES LISTED ARE TENTATIVE**



RFP Documents may be obtained from the Purchasing Website <https://www.bellegladegov.com/rfps> Proposers who obtain solicitation documents from other sources than the Purchasing website or City Clerk are cautioned that the solicitation package may be incomplete. Furthermore, all addenda shall be posted on the Purchasing Division website. Proposers obtaining RFP documents from the Purchasing Division website must check the website daily to download their addenda.

Proposers shall submit **ONE (1) MARKED ORIGINAL, SIXTEEN (16) PHOTOCOPIES, AND ONE (1) Thumb Drive OF THE COMPLETED SUBMITTAL PACKAGE** in a sealed package to the address listed above. The Project Name, RFP Number, and time and date of the RFP opening shall be clearly marked on the outside of the sealed envelope. Facsimile or electronic responses shall not be accepted.

Proposers may not withdraw their RFP for a period of one hundred twenty (120) calendar days after the day set for the closing of RFPs.

**CAUTION:** It is the proposer's responsibility to ensure that Proposals are received in the Office of the City Clerk prior to the date and time specified above. Receipt of a proposal in any other City office does not satisfy this requirement and shall be rejected as non-responsive. **Meeting dates are subject to change according to the needs of the City.**

The City reserves the right to waive any informalities or irregularities, reject any and all Proposals that are incomplete, conditional, non-responsive, or which contain additions not allowed for; to reject any or all Proposals in whole or in part with or without cause; to re-advertise for Proposals, to award in whole or in part to one or more Proposers ,and to accept the proposal which best serves the City.



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**SECTION 2-DEFINITIONS**

1. **CONTRACT:** The written agreement for performance of the Scope of Work according to the terms and conditions established by the Request for Proposals/Qualifications and entered into between the City and the successful Proposer.
2. **CONTRACT ADMINISTRATOR:** The Staff member that is designated as the representative of the City concerning the contract documents.
3. **CONTRACTOR/CONSULTANT:** A separate and distinguishable business entity participating or seeking to participate in the performance of a contract.
4. **CITY:** The City of Belle Glade, a municipal corporation existing under the laws of the State of Florida, and its individual and collective departments, divisions, managers, staff, and facilities.
5. **EVALUATION/EVALUATION COMMITTEE:** City staff and/or outside consultants assigned to evaluate the submitted Qualifications/Proposals per Commission policy.
6. **PRE-PROPOSAL CONFERENCE** A meeting held prior to the date of the proposal submittal, which disseminates to all proposers in attendance information to assist them in submitting a bid or proposal including, but not limited to, information regarding the requirements of the City.
7. **PROCUREMENT** Buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. For the purpose of this policy, procurement refers to those goods and/or services, except professional services, solicited by the Purchasing Division pursuant to City and State requirements.
8. **PROPOSER:** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative.
9. **“PROVIDER”, “BIDDER”, “CONTRACTOR”, OR “SUCCESSFUL PROPOSER” OR “CONSULTANT”:** The firm or individual receiving an award as a result of this Request for Proposal. Said terms may be used interchangeably while retaining the same meaning.
10. **PURCHASING DIVISION:** The Purchasing Division of the City of Belle Glade, Florida.
11. **QUALIFICATIONS/PROPOSAL:** Any offer(s) submitted in response to this Request for Proposals.
12. **REQUEST FOR PROPOSAL OR “RFP”:** A solicitation of responses for goods and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of a proposal is based on prior established criteria which may include but may not be totally limited to price.

It includes all exhibits and attachments as approved by the City, and addenda or change orders issued by the Purchasing Division. In addition, these terms are used interchangeably in this Request for Proposals while retaining the same meaning.

13. **RESPONSIBLE BIDDER, OFFERER, QUOTER, OR RESPONDENT** An individual or business which has submitted a bid, offer, proposal, qualifications, quotation, or response, and which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which shall give reasonable assurance of good faith and performance.



- 14. RESPONSIVE BIDDER, OFFERER, QUOTER, OR RESPONDENT, VENDOR, CONTRACTOR** means an individual or business that has submitted a bid, offer, proposal, quotation or response, that conforms in all material respects to the solicitation
- 15. SUBCONTRACTOR/ SUB-CONSULTANT:** Any person, firm, entity, or organization, other than the employees of the successful Proposer, who contracts with the successful proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the successful proposer.
- 16. WORK, SERVICES, PROGRAM, PROJECT, OR ENGAGEMENT:** All matters that shall be required to be done by the successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this RFP.
- 17. WORKFORCE HOUSING.** Housing affordable to natural persons or families whose total annual household income does not exceed 140 percent (120 percent for NSP housing, see Scope of Work, NSP funding) of the area median income for Palm Beach County, (PBC) adjusted for household size. It is a program to increase housing opportunities for people employed in Palm Beach County jobs to purchase housing at below market prices.

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### **SECTION 3 - SCOPE OF WORK**

#### **REQUEST FOR PROPOSALS FOR DEVELOPMENT OF THE FORMER GOVE ELEMENTARY PROPERTY (900 S.E. Avenue G, Belle Glade; PCN: 04-37-44-05-01-004-0010)**

This solicitation is to generate proposals from qualified developers to evaluate the former Gove Elementary School Property (described below) to provide a development plan for the planning, design, financing, construction and management of the site as a vibrant and sustainable workforce housing development (not to be confused with affordable housing) as defined by Palm Beach County with directly associated related uses/amenities, including a detailed schedule for the implementation of the project from award of the RFP through full occupancy. **The developer must follow Palm Beach County Workforce Housing affordability requirements for the development.**

Workforce Housing for this project will include single family homes for sale for ownership. The development plan should be sensitive to and compatible with the surrounding residential neighborhoods, parks, new Gove Elementary School, and other existing uses.

The City has demolished and removed 17 portable buildings. (see the redline area in the attached Exhibit "C"). This demolition will no longer be a requirement of the developer. Additional funding up to \$800,000 will be provided by Palm Beach County (PBC) from the federal Neighborhood Stabilization Program (NSP) as follows:

#### ***NSP FUNDING***

***Palm Beach County has made available up to \$800,000 of Federal Neighborhood Stabilization Program (NSP) funding for the costs of demolition and clearance of the project site. The funding would be provided to the selected project developer through a NSP funding agreement between the County and the developer. Provision of a NSP agreement is subject to satisfactory results of County underwriting of the selected developer/project, and is subject to final approval by the Board of County Commissioners.***

***Workforce Housing as defined by PBC is not to exceed 140% Area Median Income, but NSP requires that a subset of housing units within the project serve households with incomes no greater than 120% of Area Median Income for no less than 20 years. The number of these NSP-assisted housing units must be no less than the proportion of NSP funds in the total development cost. (Example: If total development cost is \$20M and NSP assistance is \$1M, then no less than 5% of the total housing units in the project must be NSP-assisted units). Title to the project site, and ultimately the NSP-assisted housing units, will be encumbered to secure the NSP investment and affordability requirements.***

***All uses of Federal funds are subject to applicable regulations of 2 CFR Part 200. Other federal requirements include Davis Bacon and Related Acts (payment of prevailing wages in construction), Section 3 of the Housing and Community Development Act of 1974 (opportunities in contracting), Section 109 of the Housing and Community Development Act of 1974 (non-discrimination), Executive Order 12246 (equal employment opportunity), Non-Collusion, Anti-Kickback, and others.***

***Palm Beach County will not provide NSP funding if the successful respondent to the RFP will be using the site to meet it's Palm Beach County Workforce Housing Program commitment requirement for other projects.***

***For NSP information regarding requirements, forms, contract clauses, etc., email Neil Appel, Purchasing Manager [nappel@belleglade-fl.com](mailto:nappel@belleglade-fl.com).***

The awarded developer will be responsible for obtaining, at its sole cost and expense, all architectural and engineering services, surveys, site plan submissions and approvals, appraisals and environmental studies and any other item or service required in connection with the project. The awarded developer shall obtain, at its own expense, all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules and regulations applicable to the project.





It will be the responsibility of the developer to design a plan for playground equipment of significant value for Mace Park and to acknowledge that responsibility in their response.

**COPIES OF THE ORIGINAL AS-BUILT DRAWINGS, SURVEY AND FOOTINGS STRUCTURE ARE AVAILABLE ON THUMB DRIVES from The Office of The City Clerk located at 110 Dr. Martin Luther King, Jr. Blvd., West, Belle Glade, FL 33430-3900. CONTACT INFORMATION; D BUFF, CITY CLERK, 561-996-0100 Ext.2113, dbuff@belleglade-fl.com.**

#### **PROPERTY/SITE DESCRIPTION:**

The former Gove Elementary Property is just over 10 acres with buildings (some over 48 years old) located on the property- **see Exhibit A**. In 2013, the Palm Beach County School District replaced the Gove Elementary school on a site adjacent to the former school property. On April 29, 2020, the Palm Beach County School District deeded the former Gove Elementary School property to the City of Belle Glade with deed restrictions that the property be used for "Workforce Housing and directly related associated uses." Workforce Housing for this deed as defined by PBC is housing affordable to natural persons or families whose total annual household income does not exceed 140 percent (NSP-funded subset of housing units 120%) of the area median income for Palm Beach County, adjusted for household size.

#### **BACKGROUND:**

To satisfy the deed restrictions placed on the City, the City of Belle Glade is soliciting development proposals for the site to include demolishing the existing structures and building Workforce housing to maximize housing units within the City. The City intends to deed the property to a developer (using a Quit Claim Deed, the same deed type that the Palm Beach County School District conveyed the property to the City) at no cost with restrictions that the property will be developed in accordance with the development plan and be used only for workforce housing and directly associated related uses. The City does not plan to request a change to the terms of the conveyance. Revert clauses will be added to the deed to ensure agreed deadlines and property uses are met.

#### **ZONING**

The former Gove school property is currently zoned as R1-residential based on the past use of the property. The City anticipates that the R3-Residential zoning would allow the density required for this development project. City staff would support the rezoning action before the City Commission.

The current zoning of the Old Gove Elementary School is R-1, Residential Single Family only.

The P.U.D. may be an option considering that there can be a mixture of single family, and recreational use. R-2 limits the development to only single family, duplex, triplex and quadplex.

Information on zoning designations is available on the City's website (bellegladegov.com) under "Your Government"-Code of Ordinances, Chapter 31.

**It will be the responsibility of the developer to design a plan for playground equipment of significant value for Mace Park and to acknowledge that responsibility in their response.**

**Copies of the original as-built drawings on thumb drives are available from The Office of The City Clerk located at 110 Dr. Martin Luther King, Jr. Blvd., West, Belle Glade, FL 33430-3900. CONTACT INFORMATION; D BUFF, CITY CLERK, 561-996-0100 Ext.2113, dbuff@belleglade-fl.com.**

#### **SECTION 4 – QUALIFICATIONS**

The City of Belle Glade (hereinafter referred to as the City), is accepting submittals from qualified firms or individuals to provide services as stated per the Scope of Work. Since the City must make a determination of a firm or individual's qualifications prior to their selection, the Qualifications Package of this Request for Proposals shall be used by the City to make this determination. Additionally, evaluation points shall be assigned to



information contained in the package to aid in reducing the total number of submittals to a short-list of firms. Short-listed firms may be invited to make presentations and / or be interviewed for final evaluation.

Qualification submittals shall be considered from qualified firms or individuals whose experience includes successful work in similar projects and under similar conditions in the State of Florida. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable.

**Development plans shall provide for ownership or purchase requiring paying ad-valorem taxes.**

## **SECTION 5 – SUBMITTAL INFORMATION: HOW, WHEN & WHERE**

5.1 Submittal packages shall be submitted in a sealed envelope [labeled with the Proposer's name, contact information, and the Request for Proposals (RFP) Number]. The original and each copy shall be identified as follows: RFP Number, RFP Name, Due Date/Time.

5.2 All responses to the, RFP must be submitted on 8½" by 11" paper, neatly typed on one side only, with normal margins and spacing. One (1) bound one-sided original, sixteen (16) bound copies (**a total of seventeen (17) sets**) and one (1) thumb drive of the complete submittal must be received by the closing date and time. The original and all copies must be submitted in a sealed envelope.

5.3 All sealed submittal packages must be received and time stamped in the Office of the City Clerk, either by mail or hand delivery, **on or before the due date and time**. Any submittal packages received **after** the due date and time shall be rejected as non-responsive. The official time shall be measured by the time stamp in the Office of the City Clerk. All packages must be clearly marked with the RFP number, time and date of opening.

5.4 Responses to the RFP must be signed in ink by an authorized officer of the proposing firm, who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Statement of Proposal/Qualifications by the Proposer will be considered by the City as constituting an Offer by the Proposer to perform the required services.

5.5 Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the RFP requirements.

5.6 Failure to respond to all of the questions in the RFP package may result in the submittal being considered non-responsive. In order for the City to make a determination of qualifications, a complete package must be submitted.

5.7 If you propose to joint venture or use outside professional services for any of the project requirements all such information must be included in the Submittal Package. Do not have individual "team" firms send in their own submittals.

5.8 All firms must be clearly identified in your submittal, and their ability to perform assigned responsibilities must be demonstrated.

## **SECTION 6 - AGREEMENT**

6.1 The City anticipates awarding a single contract for this project. This award and development agreement execution will take place concurrently with the selected developer executing the NSP contract with Palm Beach County and submitting the required Performance and Payment bonds to the City. (See section 8, Selection Procedure). The awarded developer is required to enter into a Development Agreement within twenty (20) days of its receipt of the final negotiated draft of the Development Agreement from the City. The Development Agreement will incorporate this RFP, the Developer's proposal (or sections thereof) reference to the NSP Agreement and the terms and conditions negotiated by the parties.



6.2 The Development Agreement will contain performance-based criteria and milestone timelines for items such as the issuance of bonds, securing funding, formal site plan application, demolition of existing structures, commencement of construction, completion of construction, issuance of certificate of occupancy(ies), and rental of a percentage of units.

6.3 **The Development Agreement will also require the developer to secure payment and performance bonds** based upon the submitted development cost estimate and include limitations on transferability or assignability of the Development Agreement without prior approval from the City, termination provisions for failure to meet the criteria listed, a PILOT Agreement, if applicable, additional City requirements, and other provisions to adequately define the rights, duties and obligations of the parties. This contract will be active concurrently with the Palm Beach County NSP agreement executed by the developer and Palm Beach County.

6.4 Once the awarded developer and the City execute the Development Agreement, the City anticipates transferring the property by quit claim deed to the developer (the same deed type that the Palm Beach County School District used to convey the property to the City). The deed will include reverter clauses if the property is used for other than workforce housing and directly associated related uses or if the developer fails to comply with the timelines set forth in the Development Agreement.

6.5 Any contract(s) resulting from this RFP shall be governed by the laws of the State of Florida. The selected Developer will also be required to comply with all applicable laws, ordinances, rules, regulations and contract provisions.

## **SECTION 7 – INQUIRIES**

7.1 Inquiries concerning Qualification Submittals should be made in writing via email (preferred, with attachments using Word software) and directed as follows:

City of Belle Glade Purchasing Division  
Attn: Purchasing Manager  
110 Dr. Martin Luther King Jr. Blvd W.  
Belle Glade FL., 33430-3900  
[nappel@belleglade-fl.com](mailto:nappel@belleglade-fl.com)

**7.2 CONTACT WITH THE CITY’S ELECTED OFFICIALS OR CITY PERSONNEL OTHER THAN THE PURCHASING DIVISION REGARDING THIS REQUEST FOR PROPOSALS SHALL BE GROUNDS FOR DISQUALIFICATION AND ELIMINATION FROM THE SELECTION PROCESS.**

## **SECTION 8 - SELECTION PROCEDURE**

8.1 The Selection Procedure is a two (2) step process.

### **STEP 1**

The evaluation committee (herein after called EC) shall be responsible for reviewing and recommending proposals that are responsive and provide input to the City Commission. The EC may also, at its sole discretion, request additional or clarifying information (through the Purchasing Manager) from any responder. The EC may expressly request such information to remedy any incomplete response but will not be obligated to do so. Failure to provide the information could result in the rejection of the responder's proposal. The occurrence or absence of such a request shall not be cause for objection by any responder.

### **STEP 2**

The City Commission will create a shortlist from the recommended firms and select the highest proposer (but not award at this juncture) and may require the selected firm to appear in front of the City Commission for oral presentations and/ or discussions on its qualifications, experience and proposal.



**Proposer understands that if a team is short listed and selected to be interviewed and /or to make oral presentations to the City Commission, only the team members evaluated in the written submissions may present or be interviewed. The firm principal can accompany the team, and if not a team member, introduce the team. Any changes to the team at the oral presentations/interviews shall result in that team's disqualification.**

This award and development agreement execution will take place concurrently with the selected developer executing the NSP contract with the City and submitting the required Performance and Payment bonds. The awarded developer is required to enter into a Development Agreement within twenty (20) days of its receipt of the final negotiated draft of the Development Agreement from the City. The Development Agreement will incorporate this RFP, the Developer's proposal (or sections thereof) reference to the NSP Agreement Performance and Payment bonds and the terms and conditions negotiated by the parties.

8.2 The Submittal Package (or sections thereof) of the successful respondent(s) shall be incorporated in any Contract that ensues.

8.4 Any contract(s) resulting from this RFP shall be governed by the laws of the State of Florida. The selected firm will also be required to comply with all applicable laws, ordinances, rules, regulations and contract provisions.

8.4 The City reserves the right to retain Qualifications and use ideas from any responses to the RFP.

#### **SECTION 9 - REJECTION CRITERIA**

Submittals shall be rejected as non-responsive if any of the following criteria exist (this list is not all-inclusive):

9.1 All questions, instructions, and forms in the Qualification package have not been properly completed so as to not be able to render an evaluation.

9.2 The RFP response is found to have concealed or contained false and/or misleading information.

9.3 The City did not receive the RFP package prior to the submittal deadline.

9.4 Your firm is not licensed with the Florida Secretary of State to do business in Florida. **You must submit a State of Florida Certificate of Status for your firm.**

9.5 The Qualification package signature page is not properly executed.

9.6 Substitution of (SF) 330/255/254 (or similar form) or resumes for Tab #3, Proposed Development Team Firms, Tab#5 Project Team Staffing Experience, and Tab#6, Development Team and Personnel Qualifications and Experience.

9.7 Not submitting the required financial requirements.

#### **SECTION 10 - WAIVERS**

The City in its sole discretion, reserves the right to reject any and all qualifications, accept any Qualification packages or any combination of qualifications or waive any minor irregularity or technicality in qualifications received and may, at its sole discretion, request a re-qualification, when in its sole judgment, it will best serve public interest.



## **SECTION 11 - EVALUATION METHODOLOGY**

11.1 The City reserves the right to contact any of the firms listed in this RFP (e.g., listed in past performance, etc.) or to call any entity to check past performance whether listed in the submittal or not.

11.2 The City EC shall be comprised of staff and additional consultants if necessary. This committee shall evaluate the responsiveness of the firms, and recommend responsive firms to the Commission for further evaluation.

### **11.3 The Qualifications/Proposals shall be evaluated as follows:**

<b>Criteria</b>	<b>Max Points</b>
Development team and personnel qualifications and experience	0-20
Successful past performance for similar projects in Florida.	0-30
Developer's overall vision/plan for development of property	0-30
Commitment and capacity to successfully complete project and meet timelines	0-15
References	0-5
Financials	Pass/Fail
Responsiveness	Point Deduct
<b>MAXIMUM POINTS</b>	<b>100 POINTS</b>

### **11.4 Additional Criteria**

- 11.4.1 Proposed schedule and timeline for the two phases: (1) demolition of the existing structures on the property and (2) construction of the housing units. Drawings of proposed housing units to include proposed number of units, proposed percentage and number of NSP units, design, location, etc. are to be included for evaluation. Any deed revert clause dates for completion will be based on the approved schedule and timeline.
- 11.4.2 Demonstrated ability of the Respondent to complete the project. .
- 11.4.5 The Respondent's capacity and commitment to successfully complete the project and meet timelines.
- 11.4.6 Overall vision for the development, including, but not limited to, a development plan for the planning, design, financing, construction, marketing and management of the site as a workforce housing development including directly associated related uses and amenities. See the requirements for the Submittal Package below for details.
- 11.4.7 Playground plan and cost for Mace Park.

## **SECTION 12 - ADDENDA**

12.1 If revisions or clarifications become necessary, the City will provide written addenda through the City website at least five (5) working days prior to the opening date if possible. It is the sole responsibility of the proposer to ensure it is received.

12.2 If addenda are issued, please acknowledge under Section 1.12 that you have received any addenda.

## **SECTION 13 - INSURANCE**

13.1 The Developer according to the scope of development undertaken by each party, will maintain, at his sole cost and expense, adequate insurance with responsible insurers with coverage normally obtained by businesses similar to that of the Developer but covering at least: (i) damage to physical property from fire and other hazards for the full insurable value of such property; (ii) liability on account of injury to persons; and (iii) insurance against theft, forgery or embezzlement or other illegal acts of officers or employees in reasonable amounts.

13.2 The selected Developer, at its sole cost and expense, with the City listed as an additional named insured, shall also obtain and maintain the following policies of insurance. The Developer Agreement will discuss the insurance in more detail.



13.2.1 Builders risk insurance until construction of the improvements has been completed. Such policy to be obtained by the Developer shall be in an amount of no less than 80% of the replacement value of Workforce Housing and directly associated related uses required to be constructed by the Developer under this Agreement.

13.2.2 Flood insurance if any part of the Project Area is located in an area identified by the Federal Emergency Management City as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (and any amendment or successor act thereto) in an amount at least equal to the value of the improvements or the maximum limit of coverage available with respect to the improvements under such Act, whichever is less.

13.2.3 Commercial General Liability insurance, broad form with endorsements naming the City as additional insured. The Developer may choose to provide this coverage through an O.C.P. (Owner's, Contractor's Protective) Policy with review and approval of the City.

13.2.4 Comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect Developer 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, but not limited to, leased and rented automobiles, whether such operations be by the Developer or by anyone, directly or indirectly, employed by the Developer.

13.2.5 Worker's Compensation at the statutory amounts and limits as prescribed by applicable law

13.2.6 Such other insurance as may be from time to time be reasonably required by the CITY in order to protect its or the City's interests and which is customarily required by institutional mortgagees with respect to similar properties similarly situated.

13.2.7 All policies of insurance (the "Policies") required pursuant to this Section:

13.2.8 Shall be issued by insurers reasonably satisfactory to the City.

13.2.9 Shall be maintained throughout the term of this Agreement without cost to the City.

13.2.10 If requested, copies shall be delivered to the City.

13.2.11 Shall contain such provisions as the City deem reasonably necessary or desirable to protect its interests, including, without limitation, endorsements providing that neither the City nor any other party shall be a co-insurer under such Policies and that the City shall receive at least thirty (30) days prior written notice of any modification or cancellation; and

13.2.12 Shall be satisfactory in form and substance to the City and shall be approved by the City, in its reasonable discretion, as to amounts, form, risk coverage, deductibles, loss payees and insureds.

13.3 The Developer shall pay the premiums for the Policies as the same become due and payable.

13.4 The Developer may self-insure all or a portion of the insurance coverage and limit requirements required by this Section.

## **SECTION 14 - INDEMNIFICATION**

14.1 As it relates to the demolition and construction portions of the resulting Contract, the Developer shall indemnify and hold harmless the City, its officers, employees and agents from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent arising out of or in any way connected or arising out of the negligence, recklessness, or intentional wrongful misconduct of the Developer and persons employed or utilized by the Developer in the performance of the Contract.





14.2 As it relates to work/services under the resulting Contract, other than the demolition and construction services, the Developer shall defend, indemnify and hold harmless City, its officers, agents, and employees, from and against all claims, liabilities, damages, losses, costs and expenses, including, but not limited to, reasonable costs, collection expenses, attorneys' fees, fees and charges of engineers, architects and other professionals, and all court, arbitration or other dispute resolution costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the Developer, its officers, agents or employees or other person utilized by the Developer in performance or non-performance of its obligations under the Contract. The Developer recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract. Compliance with any insurance requirements required elsewhere in the Contract shall not relieve the Developer of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the Contract. Nothing in the Contract shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in §768.28, Florida Statutes.

#### **SECTION 15 - PROHIBITION ON CONTINGENCY FEES:**

The resulting contract with the selected proposer shall contain a prohibition against contingent fees which will state substantially that the:

Developer warrants that he or she or it has not employed or retained any company or person, other than a bona fide employee working solely for the firm to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement."

#### **SECTION 16 – PUBLIC RECORDS:**

Upon receipt, all qualifications and information submitted with each qualification become "public record", property of the City and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). In order to possibly be exempt from disclosure, offerors must invoke the specific exemptions to disclosure provided by law in their qualification by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material/ideas submitted in response to this RFP and/or any resulting contract from it. Disqualification, rejection or selection of an offeror does not eliminate this right.

#### **SECTION 17 - PALM BEACH COUNTY INSPECTOR GENERAL:**

In accordance with Palm Beach County ordinance number 2011-009, qualifications submitted, and the process to negotiate a resulting contract pursuant to this RFP may be subject to investigation and/or audit by the Palm Beach County Inspector General. Prospective offerors should review Palm Beach County ordinance number 2011-009 in order to be aware of their rights and/or obligations under such ordinance.

#### **SECTION 18 – BONDING:**

18.1 Bonds are to be provided by the Developer. (See sample bond forms-Bid Bond, Performance and Payment Bonds forms). The awarded proposer shall provide bonds to the City in accordance with the Development Agreement. It is anticipated that upon award of the contract by the City Commission to the selected developer (and before the commencement of construction of any of the improvements), the Developer shall furnish and provide to the City a Payment and Performance Bond (the "Bonds") satisfying the requirements of Section 255.05, Florida Statutes ("Payment and Performance Bond"). The Bonds must guarantee the completion of the construction of the improvements and shall include the City as an obligee. The Bonds shall be in the amount of not less than 100% of the costs of development and construction of the entire site. If the costs of the



development project increase, the amount of the Performance and Payment bonds must be increased to match the increased costs.

18.2 All bonds shall be in the form prescribed by the Development Agreement except as provided otherwise by laws or regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

#### **SECTION 19 – LOCAL PREFERENCE: NOT APPLICABLE**

19.1 There is no local preference or Glades area preference associated with this RFP.

#### **SECTION 20 – ANTI-COLLUSION**

The Proposer certifies, through the submittal of its Qualifications/Proposal, that this Qualifications/Proposal is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a qualifications/proposal for the same services, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any provisions of services. If there is reason to believe that a violation of this provision exists, the City may reject proposals, terminate the resulting contract and/or prohibit the violator from bidding on future City projects. The Proposer shall complete and submit with its Proposal **Attachment A "Non-Collusion Affidavit"**.

#### **SECTION 21 –CONFLICT OF INTEREST/CODE OF ETHICS**

This RFP is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Firms are highly encouraged to review these Codes in order to ensure compliance with the same. If any proposer violates or is a party to a violation of an applicable Code of Ethics, such proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is submitted and may be further disqualified from bidding on any future RFPs (or other procurement requests and invitations) for work or for goods or services for the City.

The award of a contract under this RFP is subject to any and all applicable conflict of interest provisions found in Florida Statutes. The Proposer shall complete and submit with its Proposal **Attachment B "Conflict of Interest Form"** attached hereto.

#### **SECTION 22 – E-VERIFY**

If awarded a contract, pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Developer shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
6. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida





Statutes, the Developer may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

### **SECTION 23 – DISCLOSURE AND DISCLAIMER**

The information contained herein is provided solely for the convenience of responding firms. It is the responsibility of a firm to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or advisors, shall be at each firm's own risk. Firms should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no firm or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposals conforming to these requirements will be selected for consideration, negotiation or approval.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the firm submitting such qualifications.

### **SECTION 24 - PROTESTS**

Protests shall be handled in accordance with protest procedures set forth in the City's Purchasing Code, section 2-431 of the Code of Ordinances. Venue for disputes regarding this RFP shall be in Palm Beach County, Florida.

**THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**SECTION 25 - SUBMITTAL PACKAGE**

Submit this portion of the Request for Proposals as your firms Qualifications Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the City to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by the City.

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the City in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the Qualifications package, and if after the award, to cancel and terminate the award and/or contract.

**Resumes or Standard Form (SF) 330/254/255 cannot be submitted as substitutes for Tab #3, Proposed Development Team Firms, Tab #5 Successful Past Performance of the Firm, and Tab#6, Development Team and Personnel Qualifications and Experience.**

**Substituting Resumes or Standard Form (SF) 330/254/255 for the above tabs shall result in your Qualifications package being rejected as non-responsive.**

**TAB #1**      **Consultant Profile:** Complete the following Information

- 1.1 If a corporation, complete the following:
  - 1.1.1. Firm name, address, and phone number: (specify if different than parent company)
  - 1.1.2. Address of proposed office in charge (including Phone No. And Fax No., **email address**)
  - 1.1.3. Type of firm: corporation, individual, other; If corporation, complete the following:
  - 1.1.4. Date incorporated
  - 1.1.5. State of incorporation
  - 1.1.6. Date authorized to do business in Florida
  - 1.1.7. President, Vice President, Secretary
  - 1.1.8. Authorized representative/contact person, phone, fax and email
  - 1.1.9. Federal Employers Identification Number
- 1.2 If partnership, complete the following:
  - 1.2.1. Firm name, address, and phone number: (specify if different than parent company)
  - 1.2.2. Address of proposed office in charge (including Phone No. And Fax No., email address)
  - 1.2.3. Date organized, Type: General, Limited
  - 1.2.4. Names and addresses of Partners
  - 1.2.5. Authorized representative, phone, fax and email
  - 1.2.6. Federal Employers Identification Number
- 1.3 Insurance
  - 1.3.1. Submit under Tab #10
  - 1.3.2. Submit proof of all insurances, Liability, Auto, Workers Comp, etc.
  - 1.3.3. Submit number and amount of claims currently against this insurance
- 1.4 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past ten (10) years. Include in the description the disposition of each such petition.
- 1.5 List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last ten (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.



1.6 List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants. Include all case and docket numbers, dates in question, case name.

1.7 If applicable: I have received addenda #\_\_\_\_\_ through addenda# \_\_\_\_\_.

**TAB #2 Letter of Transmittal:**

Provide a statement addressing why your firm would be in the best position to deliver the required services. (Limit to two (2) pages.)

**Tab #3 Proposed Development Team Firms:**

For each **consultant, sub-consultant/ discipline offered**, please list the following:

- 3.1 Name of Consultant
- 3.2 Florida State License Number (Division of Professional Regulation);
- 3.3 Copy of Corporate Charter Number, if a corporation, as issued by the Division of Corporations, Division of State. Submit copy under Tab #10.

**TAB #4 Developer's Capacity and Commitment to Complete Project and Meet Timelines:**

4.1 Submit proof of the Developer's financial capability to complete the proposed project. Acceptable Financial information are Audited or Certified financial statements no more than two (2) years old and should be submitted in a separate, sealed envelope or package and marked "**CONFIDENTIAL.**" **A COMPILATION IS NOT ACCEPTABLE AND SHALL CAUSE YOUR SUBMITTAL TO BE REJECTED AS NON-RESPONSIVE; OR:**

**4.1.1 IN PLACE OF A CERTIFIED OR AUDITED FINANCIAL STATEMENT, PROPOSER MAY SUBMIT A FIVE PERCENT (5%) BID BOND. THE AMOUNT OF THE BID BOND WILL BE FIVE PERCENT (5%) OF THE AMOUNT SUBMITTED AS THE DEVELOPMENT COST ESTIMATE AS STATED IN TAB 9, SECTION 9.8.**

**FAILURE TO SUBMIT THE REQUIRED FINANCIAL STATEMENT OR BID BOND SHALL CAUSE YOUR SUBMITTAL TO BE REJECTED AS NON-RESPONSIVE.**

- 4.2 Submit a timeline for the project beginning from the execution of the Development Agreement to full occupancy, including but not limited to securing funding, formal site plan application, demolition of structures, commencement of construction, completion of construction, marketing of property, issuance of certification of occupancy, 50% occupancy, and 100% occupancy.
- 4.3 Submit a list of the Developer's personnel, each team member's personnel that are available to work on this project. Also include when the Developer and the team members are available to begin work on this project.
- 4.4 Submit a list of current projects, a project description, percentage of project completed, total contract fee, total remaining fees to be paid to proposer, and the uncompleted amount of the contract. **SEE 4.6**
- 4.5 Describe the Developer's regulatory agency experience and anticipated interaction for this development.



#### 4.6 Recent/Current Projects

	Project	Total Contract Fee	Percent Completed	Total Remaining Fees to be Paid to Firm	Uncompleted Amount of Contract
1.					
			Totals		

#### 4.7 Prior City of Belle Glade Work Awarded to Firm

List all work awarded to the firm during the past five (5) years.

	Project Name	Date Awarded	Contract Amount
	Total Contract Dollars Awarded		

#### **TAB #5**      **Successful Past Performance of the Firm:**

List at least THREE (3) projects completed and/ or held in Florida comparable in scope and geography to the Glades area. Indicate:

- 5.1 Client Name contact person and title, address, telephone number, fax number and email address.
- 5.2 Description of the project including photographs, project starting and ending dates.
- 5.3 Whether the project was completed on time and within budget.
- 5.4 Principal/Project Manager in Charge, licensing/ certifications, (if not included in Tab #6) various positions.
- 5.5 Whether your firm was the primary or subcontractor
- 5.6 Firm's Fee
- 5.7 List all design capabilities/disciplines offered by the firm in house.

#### **TAB #6**      **Development Team and Personnel Qualifications and Experience:**

6.1 Provide a list of the proposed Development Team Members (e.g., Developer/Applicant, Architect, Builder, other consultants and other private and public sector partners, etc.).

6.1.1 Include the name of each Team Member, Florida State License Number (Division of Professional Regulation), and corporate charter number, if a corporation, as issued by the State of Florida Division of Corporations (submit the charter number under Tab #8).

6.1.2 Include each team member's general qualifications and experience and background information on the principals.



for the project. For each individual listed, indicate the discipline(s) of licensure, training, qualifications, and related experience (e.g., list of similar projects they actively participated in, etc.).

6.3 Describe with detail the housing management experience of the proposer and the team members and include the client name, contact person, title, address, telephone number, fax number and email address.

**TAB #7**      **Required Executed forms (ALL FORMS ARE INCLUDED IN THIS DOCUMENT)**

All of the following forms must be executed and included in your step 1 submittal package or your submittal may be considered non –responsive.

Attachment A Non-Collusion affidavit

Attachment B Conflict of Interest Form

Attachment C Proposer Certification and Signature Page (**Mandatory rejection if not included and executed**)

**TAB # 8**      **Reference Check**

Please list your references.

8.1 Include Organization

8.2 Contact person (s), telephone and email address

8.3 Name of project

8.4 Size of project

8.5 Cost of project

8.6 Development start and end dates

8.7 1<sup>st</sup> tier sub-contractors, eg, Architect, Engineer, Construction company

The City reserves the right to contact any of the firms listed in this RFP or to call any entity to check past performance whether listed in the submittal or not.

**Tab #9**      **Overall Vision and Development Plan:**

Submit your proposed design and schedule to demonstrate your firms understanding of the project and the firm's ability to perform the project. Address the following areas and any other related scope issues that you consider relevant.

9.1. Proposed schedule and timeline for the two phases:

9.2. Demolition of the existing structures on the property and

9.3. Construction of the housing units.

9.3.1 Breakdown of the proposed total number of units and unit types, including number of bedrooms and bathrooms, and square footage for each unit type.

9.3.2 Schematic site layout plan, proposed density, intensity, and height; parking locations; typical floor plans; and elevations.

9.3.3 Drawings of the proposed development and the housing units.

9.4. Drawings of proposed housing units to include:

9.4.1 Proposed number of units, design, location, etc. are to be included for evaluation.

9.4.2 Housing units that are designated to fall under the NSP umbrella, and the percentage and dollars of cost to the overall project.

9.5. Regulatory Agency experience and anticipated interaction for this development.



9.6 Development plan for the planning, design, financing, construction (including demolition of existing structures), marketing and management of the site as a workforce housing development including directly associated related uses and amenities.

9.7 Include a statement whether the development plan provides for ownership required to pay ad-valorem taxes, or, in the alternative, whether the developer/owner agrees to enter into a Payment in Lieu of Taxes (PILOT) Agreement for the amount of ad-valorem taxes that would otherwise be due to the City.

**9.8 Submit a plan for playground equipment of significant value for Mace Park.**

**9.9 Submit the development cost estimate and the development's projected operating revenue and operating expenses.**

**9.10 Any deed revert clause dates for completion will be based on the approved schedule and timeline.**

**TAB #10      Additional Attachments:**

Insert all required attachments here; Licenses, certifications, insurances, signature page, etc.

10.1 NOTE: For the APPLICANT FIRM ONLY:

10.1.1 Attach a copy of the current Florida Division of Professional Regulation License(s)/ registration with the appropriate Commission(s) for your firm and each of the license numbers listed in Tab #3.

10.1.2 Submit your State of Florida proof of incorporation with non-dissolution statement

10.1.3 If not a corporation, submit a copy of your State of Florida Division of Corporations form showing your State registration or your license if you are a sole proprietorship.

10.1.4 Submit project office occupational license.

10.1.5 Submit proof of Small Business Enterprise status if applicable.

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**ATTACHMENT "A"****NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

1. PROPOSER is the \_\_\_\_\_,  
(Owner, Partner, Officer, Representative or Agent)
2. PROPOSER is fully informed respecting the preparation and contents of the attached Qualifications package and of all pertinent circumstances respecting such Qualifications.
3. Such Qualification Package is genuine and is not a collusive or sham Proposal.
4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Qualification Package or any other PROPOSER, or to fix any overhead, profit, or cost element of the RFP Price or the RFP Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;
5. The price of items quoted in the attached Qualification Package are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any other of its agents, representatives, owners, employees or parties in interest.

By \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_ who ☐ is personally known to me or who ☐ has presented the following type of identification: \_\_\_\_\_

\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public, State of Florida

\_\_\_\_\_  
Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and Commission Number

( ) DID take an oath, or ( ) DID NOT take an oath.

**ATTACHMENT "B"****CONFLICT OF INTEREST STATEMENT**

This Request for Proposals is subject to the conflict of interest provisions of the policies and Code of Ordinances of the CITY OF BELLE GLADE, the Palm Beach County Code of Ethics, and the Florida Statutes. The Offeror shall disclose to the CITY OF BELLE GLADE any possible conflicts of interests. The Offeror's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the CITY OF BELLE GLADE.

CHECK ALL THAT APPLY.

☐ To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFP due to any other clients, contracts, or property interests.

☐ To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFP as set forth in the policies and Code of Ordinances of the City of Belle Glade, as amended from time to time.

☐ To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFP as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

☐ To the best of our knowledge, the undersigned business has NO potential conflict of interest for this RFP as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

**IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED**, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR RESPONSE OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name, Title



**ATTACHMENT "C"****PROPOSER CERTIFICATION AND SIGNATURE PAGE**

The undersigned attests to his (her, their) authority to execute this submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all the work required of the Proposer in the Contract.
2. The facts stated in the Proposer's response pursuant to this Request for Proposals are true and correct in all respects.
3. The Proposer has read and complied with, and submits their Qualifications agreeing to all the requirements, terms and conditions as set forth in the Request for Proposals.
4. Proposer certifies that he or she has not divulged, discussed, or compared his or her submittal with other proposers and has not colluded with any other proposer or parties to a submittal whatsoever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in one or more of the following: cancellation, return of materials (as applicable) and the removal of the Proposer from the City vendor list(s).
5. **Proposer understands that if a team is short listed and selected to be interviewed and /or to make oral presentations to the EC and/or the Commission, only the team members evaluated in the written submissions may present or be interviewed. The firm principal can accompany the team, and if not a team member, introduce the team. Any changes to the team at the oral presentations/interviews shall result in that team's disqualification.**
6. The undersigned certifies that if the firm is selected by the City, the firm will not withdraw their qualifications for a period of one hundred twenty (120) days after qualification closing and will negotiate in good faith to establish an agreement.
7. Proposer understands that all information listed above may be checked by the City and Proposer authorizes all entities or persons listed in this Qualifications submittal to answer all questions. Proposer hereby indemnifies the City and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.
8. By my signature below and submitting this proposal developer acknowledges their responsibility to design a plan for playground equipment of significant value for Mace Park.

Submitted on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Please check one: \_\_\_\_\_ Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Non-incorporated Organization

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Company

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Printed Name, Title

(If a corporation, affix seal)

Incorporated under the laws of the State of (if applicable) \_\_\_\_\_.



**SAMPLE FORMS**

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**BID BOND**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

KNOW ALL MY BY THESE PRESENTS that \_\_\_\_\_ as Principal, hereinafter called BIDDER and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of Belle Glade, hereinafter called the CITY in the penal sum of:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas the BIDDER has submitted the accompanying Bid, dated \_\_\_\_\_, 20\_\_\_\_, for:

PROJECT NAME \_\_\_\_\_

BID NO: \_\_\_\_\_

NOW, THEREFORE,

1. It is a condition precedent to the submission of said Bid that a certified check, cashiers check or bid bond in the amount of ten percent (10%) of the base Bid be submitted with said Bid as a guarantee that BIDDER will, if awarded the contract, enter into a written contract with CITY.
2. If the BIDDER shall not withdraw said bond within ninety (90) days after date of the same, and shall within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the CITY in accordance with the Bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligation shall be void and of no effect, otherwise the sum herein stated shall be due and payable to CITY and the Surety herein agrees to pay said sum immediately upon demand of the CITY in good and lawful money of the United States of America as liquidated damages for failure thereof of said BIDDER.

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.



WITNESS: (If Sole Proprietorship or Partnership, two (2) Witnesses required. If Corporation, Secretary Only will attest and affix seal.)

WITNESSES:

\_\_\_\_\_  
 \_\_\_\_\_  
 (AFFIX SEAL)

\_\_\_\_\_  
 BIDDER  
 \_\_\_\_\_  
 By (Signature & Title)  
 \_\_\_\_\_  
 Typed Name & Title signed above

ATTEST:

\_\_\_\_\_  
 Secretary

\_\_\_\_\_  
 CORPORATE SURETY (Affix Seal)  
 \_\_\_\_\_  
 By (Signature & Title)  
 \_\_\_\_\_  
 Typed Name & Title signed above

ATTEST:

\_\_\_\_\_  
 Secretary  
 \_\_\_\_\_  
 (AFFIX SEAL)

\_\_\_\_\_  
 Attorney in Fact (Affix Seal)  
 \_\_\_\_\_  
 Business Phone  
 \_\_\_\_\_  
 Business Address  
 \_\_\_\_\_  
 CITY State  
 \_\_\_\_\_  
 Name of Local Insurance Agency



## CERTIFICATE AND AFFIDAVIT FOR BONDS (MUST BE SUBMITTED WITH ALL BONDS)

TO: THE CITY OF BELLE GLADE COMMISSION

RE: Bid Number: \_\_\_\_\_

Bidder: \_\_\_\_\_

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

Address: \_\_\_\_\_

City/ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_

Bond Amount: \_\_\_\_\_

## SURETY BOND COMPANY:

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

Address: \_\_\_\_\_

City/ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_

This is to certify that in accordance with Chapter 85-104, Laws of Florida (HB 1266) the insurer named above:

1. Holds a certificate of authority authorizing it to write surety bonds in the state of Florida;
2. Has twice the minimum surplus and capital required by the Florida Insurance Code; and
3. Holds a current valid certificate of authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

\_\_\_\_\_  
Date\_\_\_\_\_  
Agent and Attorney-in-Fact



### CONSTRUCTION PERFORMANCE BOND

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):

---

SURETY (Name, Principal Place of Business,  
Telephone No.):

---

CITY (Name and Address):

City of Belle Glade, Florida  
ATTN: Purchasing Division  
110 Dr. Martin Luther King Jr. West  
Belle Glade FL., 33430-3900  
Telephone No.

#### CONSTRUCTION AGREEMENT

Date:

Amount:

Project (Name and Location)

Contract No.

Bond

Bond No.

Date (Not earlier than Construction Agreement):

Amount:

Modifications to this Bond:

☐ None

☐ See Page 4

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature

Name and Title

---

Signature

Name and Title

---

(Any additional signatures appear on page 4)

---

*FOR INFORMATION ONLY – Name, Address and Telephone)*

AGENT or BROKER: CITY'S REPRESENTATIVE (Architect, Engineer or other party):

---



1. CONTRACTOR and SURETY, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Construction Contract, which is incorporated herein by reference, pursuant to the requirement of Florida Statute 255.05.

2. THE CONDITION OF THIS BOND is that if CONTRACTOR:

2.1 Fully performs the above mentioned Contract between CONTRACTOR and CITY within the calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract;

2.2 Indemnifies and pays CITY all losses, damages (specifically including, but not limited to, damages for delay, liquidated damages, 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 CITY sustains because of default by CONTRACTOR under the Contract;

2.3 Upon notification by CITY, corrects any and all defective or faulty work or materials, which appear within one (1) year after final acceptance of the work; and

2.4 Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract,

then this Bond is void, and SURETY and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1, otherwise it remains in full force.

3. If there is no CITY Default, SURETY'S obligation under this Bond shall arise after:

3.1 CITY has notified CONTRACTOR and SURETY at its address described in Paragraph 10 below, that CITY is considering declaring a Contractor Default and has requested and attempted to arrange a conference with CONTRACTOR and SURETY to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If CITY, CONTRACTOR and SURETY agree, CONTRACTOR shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a Contractor Default:

3.2 CITY has declared a Contractor Default and formally terminated CONTRACTOR'S right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after CONTRACTOR and SURETY have

received notice as provided in Subparagraph 3.1; and

- 3.3 CITY has agreed to pay the Balance of the Contract Price to SURETY in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with CITY.

4. When CITY has satisfied the conditions of Paragraph 3, SURETY shall promptly and at SURETY'S expense take one of the following actions:

4.1 Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Construction Contract;

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors;

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to CITY for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to CITY the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by CITY resulting from CONTRACTOR'S default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to CITY and, as practicable after the amount is determined, tender payment therefor to CITY; or

.2 Deny liability in whole or in part and notify CITY citing reasons therefor.

5. If SURETY does not proceed as provided in Paragraph 4 with reasonable promptness, SURETY shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from CITY to SURETY demanding that SURETY perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If SURETY proceeds as provided in Subparagraph 4.4 and CITY refuses the payment tendered or SURETY has denied liability, in whole or in part, without further notice CITY shall be entitled to enforce any remedy available to CITY.



6. After CITY has terminated CONTRACTOR'S right to complete the Construction Contract, and if SURETY elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of SURETY to CITY shall not be greater than those of CONTRACTOR under the Construction Contract, and the responsibilities of CITY under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, SURETY is obligated without duplication for:
  - 6.1 The responsibilities of CONTRACTOR for correction of defective work and completion of the Construction Contract;
  - 6.2 Additional legal including appellate proceedings, design professional and delay costs and expenses resulting from CONTRACTOR'S default, and resulting from the actions or failure to act of SURETY under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. SURETY shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators, or successors.
8. SURETY hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after CONTRACTOR ceased working or within two years after SURETY refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable. Venue for the purposes of all litigation shall be in Palm Beach County, Florida, exclusive of all other venues. This provision is intended to be a mandatory venue provision.
10. Notice to SURETY, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond. This instrument, regardless of its form shall be construed and deemed a statutory bond issued in accordance with section 255.05, Florida Statutes.
12. Definitions:
  - 12.1 Balance of the Contract Price: The total amount payable by CITY to CONTRACTOR under the Construction Contract after all proper adjustments have been made, including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Construction Contract.
  - 12.2 Construction Contract: The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto shall be known as the Construction Contract.
  - 12.3 Contractor Default: Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract shall be deemed a CONTRACTOR Default.
  - 12.4 CITY Default: Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Construction Contract or to perform and complete or comply with the other terms thereof shall be deemed a CITY Default.
13. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), and 255.05 (10) Florida Statutes.
14. This Bond shall also be security for the performance of the Principal and Surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation. The principal guarantees all materials and workmanship, installed and performed





under the contract, for a period of one year after acceptance of the work. SURETY'S obligation under

this Bond shall continue for a period of one year after CITY'S acceptance of the work.

(Space is provided on the next page for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company:

(Corporate Seal)

SURETY  
Company:

(Corporate Seal)

Signature  
\_\_\_\_\_  
Name and Title

Signature  
\_\_\_\_\_  
Name and Title

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**CONSTRUCTION PAYMENT BOND**

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):  

---

SURETY (Name & Principal Place of Business,  
Telephone No.):  

---

CITY (Name and Address):

City of Belle Glade, Florida  
ATTN: Purchasing Division  
110 Dr. Martin Luther King Jr. West  
Belle Glade FL., 33430-3900  
Telephone No.:

CONSTRUCTION AGREEMENT

Date:

Amount:

Project (Name and Location)

Contract No.

Bond

Bond No.:

Date (Not earlier than Construction Agreement):

Amount:

Modifications to this Bond:

☐ None☐ See Page 4

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature

Name and Title

Signature

Name and Title

---

(Any additional signatures appear on page 4)

---

*FOR INFORMATION ONLY – Name, Address and Telephone)*

AGENT or BROKER: CITY'S REPRESENTATIVE (Architect, Engineer or other party):



1. CONTRACTOR and SURETY, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to CITY to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. THE CONDITION OF THIS BOND is that if CONTRACTOR:
  - 2.1 Promptly makes payment to all Claimants, as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, materials, services and/or supplies, used directly or indirectly, by CONTRACTOR in the prosecution of the work provided in the Construction Contract, at the times and in the manner prescribed in the contract; and
  - 2.2 Pays CITY all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of default by CONTRACTOR under the Construction Contract; then this Bond is void; otherwise, it remains in full force and effect.
3. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the contract or the changes to the Construction Contract does not affect SURETY'S obligation under this bond.
4. SURETY shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with CONTRACTOR have given notice to SURETY (at the address described in Paragraph 12) and sent a copy, or notice thereof, to CITY, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim;
  - 4.2 Claimants who do not have a direct contract with CONTRACTOR:
    1. Have furnished written notice to CONTRACTOR and sent a copy, or notice thereof, to CITY, within forty-five days after beginning to furnish labor, materials, or supplies; and
    2. Have furnished written notice to CONTRACTOR and sent a copy, or notice thereof, to CITY, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed;
3. Have either received a rejection in whole or in part from CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from CONTRACTOR by which CONTRACTOR has indicated the claim will be paid directly or indirectly; and
4. Not having been paid within the above 30 days, have sent a written notice to SURETY (at the address described in Paragraph 12) and sent a copy, or notice thereof, to CITY, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to CONTRACTOR.
5. If a notice required by Paragraph 4 is given by CITY to CONTRACTOR or to SURETY that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, SURETY shall promptly and at SURETY'S expense take the following actions:
  - 6.1 Send an answer to the Claimant, with a copy to CITY, within 45 days after receipt of the claim, stating the amounts that are undisputed and that basis for challenging any amounts that are disputed; and
  - 6.2 Pay or arrange for payment of any undisputed amounts.
7. SURETY'S total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by SURETY.
8. Amounts owed by CITY to CONTRACTOR under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By CONTRACTOR furnishing and CITY accepting this Bond, they agree that all funds earned by CONTRACTOR in the performance of the Construction Contract are dedicated to satisfy obligations of



CONTRACTOR, and SURETY under this Bond, subject to CITY'S priority to use the funds for the completion of the work.

9. SURETY shall not be liable to CITY, Claimants or others for obligations of CONTRACTOR that are unrelated to the Construction Contract. CITY shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. SURETY hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a Court of competent jurisdiction in the location in which the work or part of the work is located of after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2(iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable. Venue for the purposes of all litigation shall be in Palm Beach County, Florida, exclusive of all other venues. This provision is intended to be a mandatory venue provision.
12. Notice to SURETY, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by SURETY, CITY or CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be

deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond. This instrument, regardless of its form, shall be construed and deemed a statutory bond issued in accordance with section 255.05, Florida Statutes.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a subcontractor of CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Construction Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of CONTRACTOR and CONTRACTOR's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto shall be known as the Construction Contract.

15.3 CITY Default: Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Construction Contract or to perform and complete or comply with the other terms thereof shall be deemed a CITY Default.

#### 16. Claimants to this bond must adhere to the notice and time limitation provisions of Section 255.05(2), 255.05(10) Florida Statutes.

(Space is provided below and on the next page for additional signatures of added parties, other than those appearing on the cover page.)



CONTRACTOR AS PRINCIPAL  
Company:

(Corporate Seal)

SURETY  
Company:

(Corporate Seal)

Signature  
\_\_\_\_\_  
Name and Title

Signature  
\_\_\_\_\_  
Name and Title



## CERTIFICATE AND AFFIDAVIT FOR BONDS (MUST BE INCLUDED WITH ALL BONDS)

TO: THE CITY OF BELLE GLADE COMMISSION

RE: Bid Number: \_\_\_\_\_

Bidder: \_\_\_\_\_

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

Address: \_\_\_\_\_

CITY/ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_

Bond Amount: \_\_\_\_\_

## SURETY BOND COMPANY:

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

Address: \_\_\_\_\_

CITY/ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_

This is to certify that in accordance with Chapter 85-104, Laws of Florida (HB 1266) the insurer named above:

1. Holds a certificate of authority authorizing it to write surety bonds in the state of Florida;
2. Has twice the minimum surplus and capital required by the Florida Insurance Code; and
3. Holds a current valid certificate of authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

\_\_\_\_\_  
Date\_\_\_\_\_  
Agent and Attorney-in-Fact



**EXHIBIT "A" PALM BEACH COUNTY PROPERT APPRAISER'S DESCRIPTION OF THE GOVE PROPERTY**

**EXHIBIT "B" GLADES AREA MAP**

**EXHIBIT "C" REVISED SITE MAPS (2 PAGES) SHOWING DEMOLISHED PORTABLES**

**EXHIBIT "D" SITE SURVEY**