



Request for Proposals to Design, Finance, Construct, Operate and Maintain
Wireless Communications Facilities
Greater Boca Raton Beach & Park District
Boca Raton, Florida

PROPOSALS ARE DUE AT 11:00 AM on April 29, 2026

The Board of Commissioners of the Greater Boca Raton Beach & Park District (the "District") will receive proposals until Wednesday April 29, 2026, at 11:00 A.M. for the purpose of selecting one or more qualified entities to design, permit, construct, operate, and maintain wireless communications facilities on District-owned park properties.

These proposals will be publicly opened in the District's office, on the second floor of the Swim & Racquet Center, 21618 St. Andrews Blvd., Boca Raton, Florida, in the presence of District officials at the above-stated time and date. All Proposers or their representatives are invited to be present.

Contact Person:

Proposal documents can be acquired electronically by contacting the Executive Director, Briann Harms, at BHarms@mybocaparks.org or by calling 561-417-4599.

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Proposal Schedule

Submission of a proposal shall constitute an acknowledgement by the Proposer that it has thoroughly examined and is familiar with all the requirements of this solicitation package. The failure or neglect of a Proposer to examine the solicitation package shall in no way relieve the Proposer of any obligation with respect to its Proposal or the requirements of a contract. No claim for additional compensation will be allowed, which is based on a lack of knowledge of the requirements of this Solicitation package or the resulting contract.

An anticipated schedule for the RFP Process is below:

Item	Event	Date
A	RFP Issued/Advertised	March 10, 2026
C	Due Date for Proposals	April 29, 2026
D	Evaluation Process Begins	April 29, 2026
E	Board Meeting to Discuss Proposals	TBD
F	Award Contract	TBD

Overview

DESCRIPTION OF THE GREATER BOCA RATON BEACH & PARK DISTRICT

Since its inception more than five decades ago, following a special act of the Florida Legislature in 1974, the Greater Boca Raton Beach & Park District has remained committed to providing its residents with an active lifestyle by virtue of the most pristine public beaches and extraordinary parks in all of South Florida. The District comprises a vibrant landscape encompassing the southeastern corner of Palm Beach County, east of the Florida Turnpike and South of Clint Moore Road, including all of the City of Boca Raton.

The success of the Greater Boca Raton Beach & Park District is a culmination of outstanding leadership and community involvement. The District's Board of Commissioners meets on the first and third Mondays of every month and encourages its residents to attend and participate in public meetings held on the second floor of the Swim and Racquet Center located at 21618 St. Andrews Blvd. Boca Raton, FL., 33433.

Over the past five decades, the District has grown from its role of providing additional tax revenue to the City of Boca Raton's beaches and parks to a role of preserving green space and developing parks and recreational facilities that meet the growing needs of a diverse community. The District owns Sugar Sand Park, Patch Reef Park, Ocean Strand, the Swim & Racquet Center, and North Park. The District provides operation and maintenance funds to the City of Boca Raton for DeHoernle Park, Mizner Bark (dog park), and Red Reef Park (including Gumbo Limbo). The District also provides half of the local share of all beach renourishment and dredging projects and provides funding to the Boca Raton Community Redevelopment Agency.

PURPOSE AND INTENT

The Greater Boca Raton Beach & Park District is seeking proposals from qualified entities interested in obtaining authorization from the District for the placement, construction, and operation of wireless communications facilities on District-owned park property. Any authorization granted as a result of this solicitation shall be in the form of a limited, non-exclusive easement, license, or similar property interest, as permitted by the District's enabling legislation, and shall not convey any leasehold or ownership interest in District property.

The purpose of this solicitation is to improve wireless service coverage and infrastructure within the community while ensuring that such facilities are compatible with the recreational, environmental, and aesthetic character of the District's parks. The District seeks proposals that demonstrate a commitment to minimizing visual intrusion, preserving open space and park amenities, and integrating facilities into the park environment in a context-sensitive manner that does not interfere with the primary public purposes of the park system.

The District intends for any wireless facility authorized pursuant to this solicitation to provide a public benefit by enhancing communications infrastructure and generating non-tax revenue to support park operations and improvements. The District reserves the sole and absolute right to select one proposer, multiple proposers, or no proposer as a result of this Request for Proposals and may elect to approve authorization for one, multiple, or no sites. Issuance of this RFP does not obligate the District to grant any easement, license, or other authorization, and the District retains full discretion to determine whether any proposal is in its best interest.

Project Background and Scope

The Greater Boca Raton Beach & Park District owns and manages a diverse system of parks and recreational facilities within the City of Boca Raton, including Sugar Sand Park, Patch Reef Park, Ocean Strand, North Park, and the Swim & Racquet Center. These properties provide essential recreational, environmental, educational, and community benefits to residents and visitors and are actively programmed and used throughout the year. As a result, any proposed wireless communications facility must be designed, located, constructed, and operated in a manner that does not interfere with or detract from the primary recreational and public purposes of these sites.

Through this Request for Proposals, the District is seeking one or more qualified entities to propose the design, permitting, construction, operation, and maintenance of wireless communications facilities on one or more District-owned properties. Proposers may recommend specific locations within the identified parks; however, all proposed sites are

subject to District review, public process, and regulatory approval, and the District does not guarantee that any proposed site will be approved or made available. Proposals should reflect a clear understanding of the park context and demonstrate how the proposed facilities will be integrated into the site with minimal impacts to aesthetics, natural features, park users, and surrounding neighborhoods.

General Terms and Conditions

This Request for Proposals is issued subject to all applicable provisions of federal, state, and local law, including but not limited to Chapters 119, 255, 286, and 287, Florida Statutes, and all applicable District resolutions and policies. In the event of any conflict between this solicitation and applicable law, the applicable law shall govern.

All proposals submitted in response to this RFP shall become public records in accordance with Chapter 119, Florida Statutes. Proposers acknowledge that their submissions are subject to public disclosure and agree to comply with all public records obligations applicable to contractors doing business with a public entity.

The District reserves the sole and absolute right to accept or reject any or all proposals, to waive irregularities, to request additional information, to negotiate with one or more proposers, to cancel or reissue this solicitation, and to determine that no proposal is in the best interest of the District. Issuance of this RFP does not obligate the District to award any agreement, nor does it create any rights in any proposer.

Proposals may be withdrawn by written notice received by the District prior to the proposal due date. No proposal may be withdrawn after the due date without the written consent of the District.

Proposers shall disclose any conflicts of interest as required by Florida law and shall submit all required affidavits, including non-collusion and public entity crimes certifications. Failure to disclose conflicts or submit required certifications may result in disqualification.

Any agreement resulting from this RFP shall prohibit assignment or transfer without prior written approval of the District. The selected proposer shall be required to indemnify and hold harmless the District and maintain insurance in amounts and forms acceptable to the District.

This solicitation and any resulting agreement shall be governed by the laws of the State of Florida, and venue for any action shall lie exclusively in Palm Beach County, Florida.

Statement of Work

The selected Proposer or Proposers shall be responsible for the complete design, engineering, permitting, construction, operation, and maintenance of the proposed wireless communications facility or facilities. This responsibility includes all site evaluations, feasibility studies, engineering analyses, and conceptual and final designs necessary to develop a facility that meets applicable technical standards and is compatible with the park environment. The Proposer shall obtain all required federal, state, county, and municipal approvals, including but not limited to zoning approvals, building permits, Federal Communications Commission registrations, and Federal Aviation Administration determinations, where applicable.

Construction of the facility shall be performed in a manner that minimizes disruption to park operations, protects existing infrastructure and natural resources, and restores any disturbed areas to their original or better condition upon completion. Following construction, the Proposer shall be responsible for the ongoing operation, monitoring, maintenance, and security of the facility, including compliance with all safety, insurance, and regulatory requirements. The Proposer shall also be responsible for all utilities, access control, and emergency response coordination associated with the facility for the duration of the agreement.

Financial Requirements

Each proposal shall include a financial offer that provides a meaningful and long-term benefit to the District and its residents. To be considered responsive, proposals must meet or exceed the District's minimum financial thresholds. At a minimum, the Proposer shall offer a base rent of not less than three thousand five hundred dollars (\$3,500) per month per facility, subject to an annual escalation of not less than three percent (3%) compounded annually. The initial easement term shall be no less than five (5) years, with any renewal options subject to District approval.

In addition to base payment, the Proposer shall provide the District with a share of revenues derived from third-party co-location on the facility, which shall be no less than twenty-five percent (25%) of gross co-location revenues or one thousand dollars (\$1,000) per month per additional carrier, whichever is greater. The Proposer shall also be required to provide financial security in the form of a performance bond or letter of credit in an amount not less than fifty thousand dollars (\$50,000) per facility and a separate decommissioning bond or escrow in an amount not less than seventy-five thousand dollars (\$75,000) per facility to ensure removal of the facility and restoration of the site at the end of the agreement.

PROJECT SPECIFICS

Proposers shall clearly describe all aspects of the wireless communications facility or facilities proposed for District-owned park properties. Each proposal shall include a

detailed narrative describing the type of facility proposed, its intended function, and the technical characteristics of the structure and equipment, including height, structural type, antenna configuration, equipment shelters or cabinets, and any associated utility or access requirements. Proposers shall identify the specific park or parks for which a proposal is being submitted and the proposed location within each site, together with an explanation of why the proposed location is appropriate and how it minimizes impacts on park operations, park users, natural features, and surrounding neighborhoods.

Proposals must include conceptual site plans and visual renderings sufficient to allow the District and the public to understand the scale, appearance, and visibility of the proposed facility from within the park and from adjacent properties and public rights-of-way. Proposers shall describe any stealth, camouflage, or architectural integration techniques that will be used to reduce visual impacts and shall explain how the proposed design is compatible with the character and intended use of the park.

Each proposal shall include a detailed description of the anticipated development schedule, including design, permitting, construction, and operational milestones, as well as an explanation of how construction and maintenance activities will be coordinated to minimize disruption to park users and park programming. Proposers shall describe anticipated construction methods, duration of construction, staging areas, and any temporary impacts on access, parking, or recreational activities.

Proposers shall identify who will own the facility, who will operate and maintain it, and the anticipated term of operation. Proposers shall describe any anticipated co-location opportunities, including the number of additional carriers that may be accommodated, and how co-location will be managed over time.

Each proposal shall include a description of the anticipated financial benefit to the District, including base payment, escalations, co-location revenue, and any other compensation. Proposers shall also identify any commitments or actions required of the District, if any, in order to implement the project.

Finally, proposers shall describe how the proposed facility will be decommissioned and removed at the end of the agreement term and how the site will be restored to its original or improved condition.

Response Requirements

SUBMITTAL REQUIREMENTS

In response to this Request for Proposals, the proposer shall return seven (7) signed original solicitations and an accessible electronic copy of the Proposal on a USB drive, of the entire completed proposal as a single PDF document. Please do not password-protect electronic documents. The USB Drive should be sealed with the signed solicitations.

MINIMUM INFORMATION TO INCLUDE

Proposers shall include the following minimum information in their proposals:

- Identification of the specific District park or parks for which the proposal is submitted and the proposed location within each park.
- A description of the type of wireless facility proposed, including structure type, height, antenna configuration, equipment, and any associated utility or access requirements.
- Conceptual site plans and visual renderings showing the proposed facility in context from within the park and from adjacent properties or rights-of-way.
- A proposed project schedule identifying key milestones for design, permitting, construction, and commencement of operations.
- A description of the ownership, operational, and maintenance structure for the facility, including identification of all parties involved.
- A description of anticipated co-location opportunities and how co-location will be managed over the term of the agreement.
- A detailed financial proposal including base payment, annual escalations, co-location revenue sharing, and any other compensation to the District.
- A description of all costs to be borne by the Proposer and any commitments or actions requested of the District.
- Evidence of the Proposer's financial capacity to perform the work, including identification of funding sources.
- Relevant experience and references for similar projects, particularly those on public or park properties.
- A description of the proposed decommissioning and site restoration approach at the end of the agreement term.

SUBMITTAL FORMAT

To facilitate and expedite the review process, the District requests that proposers follow the response format below.

Tab1: Cover Letter and Executive Summary

A signed cover letter summarizing the proposal, identifying the proposed site(s), and confirming the Proposer's understanding of and commitment to the requirements of this RFP.

Tab 2: Proposer Information and Qualifications

Firm information, organizational structure, relevant experience, key personnel, and references.

Tab 3: Project Description and Design

Narrative description of the proposed facility, site selection rationale, conceptual site plans, and visual renderings.

Tab 4: Regulatory Compliance and Schedule

Description of anticipated approvals, permitting strategy, and project schedule.

Tab 5: Operations, Maintenance, and Co-Location

Description of ownership, operations, maintenance responsibilities, security, and co-location approach.

Tab 6: Financial Proposal

Base rent, escalations, co-location revenue sharing, bonds, financial capacity, and funding sources.

Tab 7: Decommissioning and Site Restoration

Description of removal and restoration obligations and financial security.

Tab 8: Required Forms and Certifications

All completed and signed forms included in the solicitation.

Evaluation Process

REVIEW OF PROPOSALS

Each proposal received by the District will first be reviewed to determine whether it is responsive to the requirements of this solicitation. A responsive proposal is one that is submitted on time, is properly executed by an authorized representative, includes all required information and forms, and materially complies with the requirements of this Request for Proposals. Proposals that fail to meet these requirements may be deemed non-responsive and may not be considered further.

Proposals determined to be responsive will then be reviewed to determine whether the Proposer is responsible. A responsible proposer is one that demonstrates the ability, capacity, integrity, and reliability necessary to perform the work in accordance with the requirements of this solicitation and any resulting agreement. In making this determination, the District may consider, among other things, the Proposer’s experience, past performance, financial capacity, licensing and certifications, regulatory compliance

history, and any other information reasonably related to the Proposer's ability to perform the work.

Only proposals that are determined to be both responsive and responsible will be evaluated and ranked in accordance with the evaluation criteria and ranking method described in this solicitation. The Board may choose to evaluate and rank proposals by park.

The District reserves the right to request additional information from any Proposer, to verify information submitted, to investigate the qualifications of any Proposer, and to disqualify any Proposer that is found to have submitted false, misleading, or incomplete information.

EVALUATION CRITERIA

Proposals determined to be responsive and responsible will be evaluated using a comparative point-based ranking method. Each proposal will be reviewed against the evaluation criteria identified in this solicitation. The District's Board of Commissioners shall serve as the evaluation committee. For each criterion, the evaluation committee will assign a numerical score based on whether the proposal does not meet, meets, or exceeds the District's requirements.

Each criterion shall be scored as follows:

- **A score of 1** shall be assigned if the proposal does not meet the stated requirement or is deficient in that area;
- **A score of 2** shall be assigned if the proposal meets the stated requirement in a satisfactory manner; and
- **A score of 3** shall be assigned if the proposal exceeds the stated requirement and demonstrates superior quality, benefit, or approach.

The individual criterion scores will be totaled for each proposal. Proposals will then be ranked from highest total score to lowest total score. The ranking will be used to assist the District in identifying the proposal or proposals that are most advantageous to the District.

The evaluation will consider, at a minimum, the following criteria:

- Proposer's experience, qualifications, and demonstrated ability to perform the work;
- Quality of the proposed design and compatibility with the park environment;
- Financial benefit to the District;
- Feasibility of permitting, regulatory compliance, and implementation schedule;

- Community compatibility and minimization of impacts; and
- Overall responsiveness, completeness, and clarity of the proposal.

The District may request additional information, conduct interviews or presentations, and enter into negotiations with one or more proposers prior to final selection. Final selection, if any, shall be made by the District’s Board of Commissioners at a publicly noticed meeting, based on the ranking and the Board’s determination of what is in the best interest of the District.

Criteria	Points		
	Not Met	Meets	Exceeds
Experience & Qualifications	1	2	3
Design & Aesthetics	1	2	3
Financial Benefit	1	2	3
Schedule	1	2	3
Community Compatibility	1	2	3
Overall Responsiveness	1	2	3

ORAL PRESENTATIONS

Upon initial completion of the criteria evaluation indicated above, rating, and ranking, the Greater Boca Raton Board of Commissioners may choose to conduct oral presentations with Proposers that warrant further consideration. The final decision will be made by a majority vote of our Board of Commissioners at a publicly noticed meeting.

NEGOTIATIONS

The District reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of the District. If the District and Proposer cannot reach an agreement on a contract the District reserves the right to terminate negotiations and may begin negotiations with the next highest-ranked Proposer.

FINAL CONTRACT

Any contract resulting from this Request for Proposals will be submitted to the District Board of Commissioners for approval. The voting will take place at a publicly noticed meeting.

Proposal Submittals

FORMS

The forms listed below must be completed by someone with legal authority to contractually bind the company or firm.

- Acknowledgement of Addenda
- Proposal Submittal Signature Page
- Conflict of Interest Disclosure Form

- Notification of Public Entity Crimes Law
- Notification of Public Records Law
- Non-Collusion Affidavit
- Truth-In-Negotiation Certificate
- Sample Bond Format (If required, will be requested from the Proposer recommended for award)
- Sample Payment Bond Format (If required, will be requested from the Proposer recommended for award)
- Sample Letter of Credit Format (If required, will be requested from the Proposer recommended for award)

Forms

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1 Dated _____

Addendum #2 Dated _____

Addendum #3 Dated _____

Addendum #4 Dated _____

Addendum #5 Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

Date

PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the District, including all Conflict-of-Interest provisions.

Firm Name:

Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s):

Fax Number(s):

Email Address:

Federal Employer Identification Number:

Prompt Payment Terms: ____% ____ days' net ____ days

Signature:

(Signature of authorized agent)

Print Name: _____

Title: _____

Date: _____

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 90 DAYS, AND THE PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE DISTRICT MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Greater Boca Raton Beach & Park District.

Furthermore, all Proposers must disclose the name of any District employee or officer who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the District the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any District duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

- _____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.

- _____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, *Florida Statutes*

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the Greater Boca Raton Beach & Park District in order to perform the service. Upon request from the Greater Boca Raton Beach & Park District's custodian of public records, Contractor shall provide the Greater Boca Raton Beach & Park District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. Upon completion of the contract, Contractor shall transfer, at no cost, to the Greater Boca Raton Beach & Park District all public records in possession of the Contractor or keep and maintain public records required by the Greater Boca Raton Beach & Park District in order to perform the service. If the Contractor transfers all public records to the Greater Boca Raton Beach & Park District upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Greater Boca Raton Beach & Park District, upon request from the Greater Boca Raton Beach & Park District's custodian of public records, in a format that is compatible with the information technology systems of the Greater Boca Raton Beach & Park District.

Acknowledged:

Firm Name

Signature

Name and Title (Print or Type)

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is _____ of _____, the Proposer that has submitted a Proposal to perform work for the following:

RFP No.: _____ Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such Solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has 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 Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the District or any person interested in the proposed contract.

d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 20____, by _____, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

Name: _____

Title: _____

Date: _____

Signature: _____

SAMPLE PERFORMANCE BOND FORMAT

KNOW ALL MEN BY THESE PRESENTS: that - _____

(Insert full name and address or legal title of successful Bidder)

as Principal, hereinafter called Contractor, and _____,
(Name of Insurer)

as Surety, hereinafter called Surety, are held and firmly bound unto the Greater Boca Raton Beach & Park District, Palm Beach County, Florida.

As Obligee, hereinafter called the District, in the amount of _____,
(\$ _____), for the payment whereof, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by the presents.

WHEREAS, Contractor has by written agreement dated _____, 20__, entered into Contract No. _____ with the District in accordance with the Solicitation specifications prepared by the District, which Contract is by reference made a part hereof and is hereinafter referred as the Contract, for the performance of the following Work:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the District.

Whenever Contractor shall be and declared by the District to be in default under the Contract, the District having performed District’s obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- a. Complete the Contract in accordance with its terms and conditions; or
- b. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the most responsible Bidder, or if the District elects, upon determination by the District and the Surety jointly of the most responsible Bidder, arrange for

a Contract between such Bidder and the District, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the District to Contractor under the contract and any amendments thereto, less the amount properly paid by the District to the Contractor.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the District named herein or the heirs, executors, administrators, or successors of the District.

Signed and sealed this _____ day of _____, 20__.

(Principal) (Seal)

(Witness)

(Title)

(Name of Insurer) Surety (Seal)

(Witness)

By: _____
(Attorney-in-Fact)

SAMPLE PAYMENT BOND FORMAT

KNOW ALL MEN BY THESE PRESENTS: that _____

(Insert full name and address or legal title of successful Bidder)

as Principal, hereinafter called Contractor, and _____,
(Name of Insurer)

as Surety, hereinafter called Surety, are held and firmly bound unto the Greater Boca Raton Beach & Park District, Palm Beach County, Florida.

As Obligee, hereinafter called the District, in the amount of _____,
(\$ _____), for the payment whereof, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by the presents.

WHEREAS, Contractor has by written agreement dated _____, 20__, entered into Contract No. _____ with the District in accordance with the Solicitation specifications prepared by the District, which Contract is by reference made a part hereof and is hereinafter referred as the Contract, for the performance of the following Work:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if said Contractor and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contract and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this bond is subject to the following conditions and limitations:

a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated, and judgment rendered thereon.

b) The Principal and Surety hereby designate and appoint _____

_____ as the agent of each of them to

receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

d) This bond is given pursuant to and in accordance with the provisions of Florida Statutes, and all the provisions of the law referring to this character of bond as set forth in any sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the District named herein or the heirs, executors, administrators, or successors of the District.

Signed and sealed this _____ day of _____, 20__.

(Principal) (Seal)

(Witness)

(Title)

(Name of Insurer) Surety (Seal)

(Witness)

By: _____
(Attorney-in-Fact)

SAMPLE LETTER OF CREDIT FORMAT

LETTER OF CREDIT NO.: _____

ISSUANCE DATE: _____

APPLICANT:

{Name of Corporation} _____

{Address} _____

{City, State, Zip} _____

BENEFICIARY:

Greater Boca Raton Beach & Park District
21618 St. Andrews Blvd.
Boca Raton, FLORIDA 33433

FOR U.S.D. \$ _____

DATE OF EXPIRATION: _____

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT NO. _____ IN FAVOR OF THE BENEFICIARY, GREATER BOCA RATON BEACH & PARK DISTRICT, FLORIDA (HEREINAFTER "PBG") FOR THE ACCOUNT OF THE ABOVE-REFERENCED APPLICANT, AVAILABLE BY YOUR DRAFTS DRAWN ON (Insert name of Bank) PAYABLE AT SIGHT FOR ANY SUM OF MONEY NOT TO EXCEED A TOTAL OF (Insert the amount of money), THE AMOUNT REFERENCED ABOVE.

DEMANDS OF THE LETTER OF CREDIT MUST BE ACCOMPANIED BY A STATEMENT FROM THE EXECUTIVE DIRECTOR OF THE GREATER BOCA RATON BEACH & PARK DISTRICT CERTIFYING EITHER: (1) THAT SAID LETTER OF CREDIT IS ABOUT TO EXPIRE AND HAS NOT BEEN RENEWED, OR (2) THAT WORK HAS NOT BEEN COMPLETED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND AGREEMENTS (INCLUDING ANY AMENDMENTS THEREOF) FOR THE FOLLOWING PROJECT: **{Name of Project}** _____ (THE 'PROJECT').

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED FOR PERIODS OF ONE YEAR FROM EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, WITHOUT ANY AMENDMENT, UNLESS THIRTY (30) DAYS BUT NO MORE THAN SIXTY (60) DAYS PRIOR TO ANY EXPIRATION DATE WE SHALL NOTIFY PBG IN WRITING BY CERTIFIED MAIL RETURN RECEIPT REQUESTED, OR BY COURIER VIA HAND DELIVERY AT THE ABOVE-LISTED ADDRESS, THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS, AND BONA FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THE CREDIT THAT SUCH DRAFTS WILL BE

DULY HONORED UPON PRESENTATION TO **{Name of Bank}** _____ (THE 'BANK'), WHICH IS DULY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF FLORIDA IN ACCORDANCE WITH THE TERMS HEREOF. IF A DRAFT, AS DESCRIBED IN THIS LETTER OF CREDIT, IS PRESENTED PRIOR TO THE EXPIRATION DATE AND IN CONFORMITY WITH THE TERMS OF THIS LETTER OF CREDIT AND UPON PRESENTATION IT IS WRONGFULLY DISHONORED BY THE BANK, THE BANK AGREES TO PAY REASONABLE ATTORNEYS FEES AND COSTS, INCLUDING FEES AND COSTS ON APPEAL, INCURRED BY THE GREATER BOCA RATON BEACH & PARK DISTRICT TO ENFORCE THIS LETTER OF CREDIT SHOULD THE DISTRICT PREVAIL.

DOCUMENTS MUST BE PRESENTED FOR PAYMENT TO:

{Name of Bank Branch} _____

{Address} _____

{City, State, Zip} _____

ATTN: **{Department}** _____

ALL DRAWINGS UNDER THIS LETTER OF CREDIT MUST BE ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT INSTRUMENT WHICH WILL BE RETURNED TO THE BENEFICIARY AFTER ENDORSING THE BACK OF SAME WITH THE AMOUNT OF EACH DRAWING BY US.

PARTIAL DRAWINGS ARE PERMITTED.

THE AMOUNT OF ANY DRAFT DRAWN UNDER THIS CREDIT MUST BE ENDORSED ON THE REVERSE OF THE ORIGINAL CREDIT. ALL DRAFTS MUST BE MARKED "DRAWN UNDER **{Name of Bank}** _____ LETTER OF CREDIT NUMBER _____ DATED _____, 20__."

THIS CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600", AND TO THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. IF A CONFLICT BETWEEN THE LAW OF ANOTHER STATE OR COUNTRY AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. VENUE FOR ANY DISPUTES RELATING TO THE ENFORCEMENT OF THIS LETTER OF CREDIT SHALL BE PALM BEACH COUNTY, FLORIDA.

{Name of Bank} _____

BY: _____

{Name} _____

{Title} _____

SAMPLE PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: that - _____

(Insert full name and address or legal title of successful Proposer)

as Principal, hereinafter called Contractor, and _____,

(Name of Insurer)

as Surety, hereinafter called Surety, are held and firmly bound unto the Greater Boca Raton Beach & Park District, Palm Beach County, Florida, as Obligee, hereinafter called the District, in the amount of _____, (\$ _____), for the payment whereof, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by these presents.

WHEREAS, the Contractor has by written agreement dated _____, 20__, entered into a Contract with the District in accordance with Solicitation specifications RFP _____ prepared by the District, hereinafter referred as the Contract; and

WHEREAS, all of the terms and conditions of the Contract, including, but not limited to the Contractor and Surety's obligation for liquidated damages, the Contractor's and Surety's acknowledgment of all provisions referring to or related to "no damages for delay" as well as all warranty and guarantee provisions are hereby incorporated herein and made a part hereof by reference.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, _____ 20__ between Principal and Owner for Design/Build Public Services Operations Center, the contract being made part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05 (1)(a), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Public Construction Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with section 255.05, Florida Statute.

9. Any action brought under this instrument shall be brought in the court of competent jurisdiction in the County in which the Project or any part thereof, is situated (i.e. Palm Beach County) and not elsewhere.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due. No right of action shall accrue on this bond to or for the use of any person or corporation other than the District named herein or the heirs, executors, administrators, or successors of the District.

Signed and sealed this _____ day of _____, 20__.

(Principal) (Seal)

(Witness)

(Title)

(Name of Insurer) Surety (Seal)

(Witness)

By: _____
(Attorney-in-Fact)

SOLICITATION SUMMARY

Greater Boca Raton Beach & Park District
21618 St. Andrews Blvd.
Boca Raton FL, 33433

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the public opening for this Solicitation. It is important that the summary information you provide below is exactly the same information contained in your Proposal. If subsequent to the opening of Proposals, the District determines that the information contained in the electronic version of your Proposal is different from the information on this Solicitation Summary, the District reserves the right to deem your Proposal non-responsive and remove your Proposal from further evaluation and consideration for contract award.

PROPOSAL INFORMATION

Proposal Title: _____

Due Date and Time: April 29, 2026, @ 11:00 AM

Name of Proposer:

Address:

Contact Person:

Authorized Signature:

Date:

By signing and submitting this Solicitation Summary, the Proposer affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Proposer's Proposal to the Greater Boca Raton Beach & Park District.

THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ORIGINAL HARD COPY IN THE ENVELOPE CONTAINING YOUR PROPOSAL.