

RESOLUTION NO. 03-67

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE SELECTION OF THE YMCA OF SOUTH DADE AND THE DAVE AND MARY ALPER JCC TO PROVIDE PARKS AND RECREATION SERVICES TO THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village is desirous of providing the highest levels of parks and recreation services to the residents of Palmetto Bay; and

WHEREAS, the Village has followed a competitive selection process for said services under Request for Qualification (RFQ) #03-005; and,

WHEREAS, the selection committee recommends the selection of the YMCA of South Dade and the Dave and Mary Alper JCC to provide parks and recreation services as determined by the Village Manager; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The YMCA of South Dade and the Dave and Mary Alper JCC are hereby selected to provide parks and recreation services for the Village of Palmetto Bay, in accordance with the following schedule:

YMCA of South Dade-	After school and summer camp programs Adult programming services
Dave & Mary Alper JCC-	Special programming services Adult programming services

Section 2. The Village Manager is authorized to negotiate a Contract for Professional Services with the YMCA of South Dade and the Dave and Mary Alper JCC in substantially terms and conditions provided in the attached proposal.

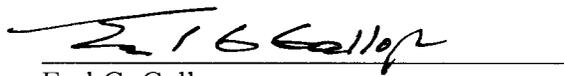
Section 3. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 4th day of August, 2003.

Attest: 
Meighan Pier
Village Clerk


Eugene P. Flinn, Jr.
Mayor

APPROVED AS TO FORM:

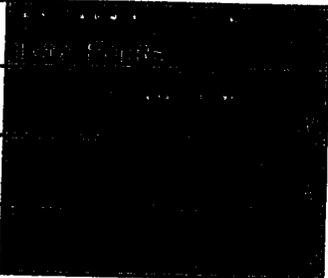

Earl G. Gallop,
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	<u>AYE</u>
Council Member Paul Neidhart	<u>AYE</u>
Council Member John Breder	<u>AYE</u>
Vice-Mayor Linda Robinson	<u>AYE</u>
Mayor Eugene P. Flinn, Jr.	<u>AYE</u>

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Village of Palmetto Bay
Request for Qualifications
Recreation and Programming Services
RFQ NO. 03-005
June 2003

Proposer		
Jane Forman Tennis Academy		
Dave and Mary Alper		
South Dade YMCA		

- Criteria 1. The experience, knowledge and commitment of the contractor
- Criteria 2. The quality of programs offered by the contractor
- Criteria 3. The experience and quality of staff to be utilized in providing services to VPB
- Criteria 4. The ability to provide all of the services requested by the Village
- Criteria 5. The knowledge of and experience with the VPB
- Criteria 6. Accomplishments, in providing the services to entities comparable to VPB
- Criteria 7. Commitment of the contractor to diversity and inclusion

VILLAGE OF PALMETTO BAY



REQUEST FOR QUALIFICATIONS PARK & RECREATION SERVICES

RFQ# 03-005

June, 2003

**VILLAGE OF PALMETTO BAY
REQUEST FOR QUALIFICATIONS
PARK AND RECREATION SERVICES: RFQ#: 03-005**

SECTION 1- INTRODUCTION/INFORMATION

1.01 GENERAL INFORMATION/PURPOSE

The Village of Palmetto Bay, a recently incorporated Florida municipality located in Miami-Dade County, is requesting Proposals stating qualifications from qualified Contractors, hereinafter referred to as "Contractor", to perform Park & Recreation Services, to include programming and facility management and maintenance for the Village.

1.02 INFORMATION AND CLARIFICATION

All requests for information or clarification should be addressed to Meighan Pier, Village Clerk, at 305-238-7192 or via email at vbpclerk@msn.com

1.03 ELIGIBILITY

To be eligible to respond to this Request for Qualifications (RFQ), the Contractor must have successfully completed engagements of similar nature and technical specifications contained in this RFQ within the past three years. This experience shall be reflected in the response along with contact names and phone numbers. Each responder shall meet all legal, technical and professional requirements for providing such services.

1.04 PRESENTATION COSTS

The Village shall not be liable for any costs, fees, or expenses incurred by any Contractor in completing this RFQ, subsequent inquiries or presentations relating to a response.

1.05 CERTIFICATION

The signer of the RFQ must declare that the only person(s), company or parties interested in the project as principals, are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that the proposal is in all respects fair and in good faith without fraud or collusion; and that the signer of the proposal has full authority to bind the principals.

1.06 PUBLIC RECORDS

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials

received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

1.07 RETENTION OF PROPOSALS

The Village reserves the right to retain all proposals submitted and to use any ideas contained in a response to a proposal, regardless of whether that Contractor is selected.

1.08 PROPOSAL SUBMISSION

All sealed proposals must be received by the Village of Palmetto Bay, 900 Perrine Avenue, Palmetto Bay, FL 33157 by 2:00 p.m. on Monday, June 30th, 2003, at which time they will be publicly evaluated by the Village Manager or his designee(s).

The proposals shall be signed by a representative who is authorized to contractually bind the Contractor.

Each proposal shall be prepared simply and economically, providing straightforward, concise delineation of the Contractor's capabilities to satisfy the requirements of the RFQ. The emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the evaluation of the RFQ, it is essential that Contractors follow the format and instructions contained herein.

If the Contractor so wishes, the proposal may be accompanied by brochures, promotional materials or colorful displays properly identified. However, proposal submission requirements must be followed as listed above.

Ten signed copies of your proposal shall be submitted in one sealed package, clearly marked on the outside "RFQ #03-005, PARK & RECREATION SERVICES".

1.09 CLARIFICATION OF REQUIREMENTS:

To facilitate the clarification of requirements, Contractors are requested to submit questions in writing, at least five (5) business days prior to the final day of submission to:

Meighan Pier, Village Clerk
Village of Palmetto Bay
900 Perrine Avenue
Palmetto Bay, FL 33157
Phone (305) 238-7192
Fax: (305) 254-0805
Email: vpbclerk@msn.com

SECTION II - SPECIAL CONDITIONS

2.01 TERM OF ENGAGEMENT

An agreement is contemplated for one (1) year, with the option to extend the contract for five (5) one-year terms. The agreement may be terminated by the Village with ninety (90) days notice.

2.02 PERMITS, TAXES, LICENSES

The Contractor shall at its own expense obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

2.03 LAWS, ORDINANCES

The Contractor shall observe and comply with all federal, state and local laws, ordinances, rules, regulations and professional standards that would apply to this contract. This specifically includes all certifications and background checks required for park and recreation and child care workers.

2.04 INSURANCE

Prior to execution of an agreement with the Village, the successful Contractor shall provide certificates evidencing insurance coverage as required hereunder. Companies authorized to do business under the laws of the State of Florida shall issue all insurance policies. The Certificates shall clearly indicate that the successful Contractor has obtained insurance of the type, amount, and classification as required and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Village's representative. Compliance with the foregoing requirements shall not relieve the successful Contractor of its liability and obligations under the agreement.

The successful Contractor shall maintain during the term of the agreement, standard Professional Liability insurance in the minimum amount of \$500,000 per occurrence.

The successful Contractor shall maintain during the life of the agreement, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect it from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the agreement, whether such operations be by the successful Contractor or by anyone directly employed by or contracting with the successful Contractor.

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

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

The Contractor shall also maintain other required insurance coverage specific to parks and recreation and child care services.

SECTION III- TECHNICAL SPECIFICATIONS/PROJECT DESCRIPTION:

3.01 NATURE OF SERVICES REQUIRED

A. GENERAL

The Village of Palmetto Bay is a new municipality of approximately 25,000 residents in southeast Miami-Dade County. The Village has a park system currently comprised of three parks – Coral Reef Park, Perrine Park and Perrine Wayside Park.

The provision of the highest quality of park and recreation services is a top priority of the Village. Currently, parks and recreation services are supervised by Miami-Dade County and provided by the County and a number of local community groups. The Village anticipates continuing to work with existing local groups but is seeking to expand the services provided by the County.

The Village of Palmetto Bay has established, as a primary goal, the development of a maximally efficient government administration. The strategy to achieve this will be through a small core Village staff and the extensive use of outsource contractors. This RFQ is seeking an outsource contractor(s) for Park & Recreation Services.

The Village reserves the right to award the contract to the Contractor who will best serve the interests of the Village and is deemed to be the most responsive and most responsible at the discretion of the Village. The Village reserves the right, based upon its deliberations and in its opinion to accept or reject any or

all Proposals. In making such a determination, the Village reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Contractor, including officers, principals and senior management and supervising personnel assigned to the project. The Village also reserves the right to waive minor variations or irregularities.

B. SERVICES REQUESTED

The Village seeks to evaluate the use of outsource contractors for some or all of the following services at some or all of its parks. The Village reserves the right to select a single or multiple contractors to provide these services.

1. Youth After School Programs.
2. Youth Summer Camp Programs.
3. Adult and Senior Programs.
4. Special Needs Programs.
5. Facility Management Services – The Village is desirous of considering a “turnkey” operation at Perrine Park. This would include the full management and operation of the facility, including buildings, fields, grounds and landscaping.
6. Other Services – The Village has acquired 12 acres adjacent to Perrine Park and is seeking to acquire an additional 7 acres. The ability of the Contractor to provide Master Planning Services, while not required, would be an added benefit. Approximately \$1,000,000 has been identified for park development and improvement.

C. ANTICIPATED COMPENSATION

It is anticipated that the services provided by the contractor will be self supporting and not require funding from the Village. The contractor, subject to Village approval, will be allowed to establish fees to be charged to program participants and shall be entitled to retain 90% of those fees. The Village shall be paid 10% of fees generated by the contractor. In the event the Village selects a contractor for Facility Management Services, the contractor will be expected to bear the operating and maintenance expenses of the facility in return for the right to use the facility for programming and operation.

SECTION IV - CONSIDERATION FOR AWARD/AWARD PROCEDURES:

4.01 RFQ DOCUMENTS REQUIRED

Each contractor shall submit 10 copies of the following:

- A. A cover letter indicating the contractors' interest in providing these services to the Village.
- B. A brief history of the contractor including how long the contractor has been engaged in this field of work.
- C. A list of the principal(s) who will be responsible for providing the specified services, including resumes or biographies for each person. This should include park managers and key support staff.
- D. All current local municipal, county, regional and state clients of the contractor including for each client: (a) the length of the contract; (b) the scope of services provided; (c) the type of contract (pro bono, retainer, project based fee, other); (d) accomplishments achieved for the client; and (e) a contact name and phone number for the client.
- E. Any prior or private sector clients that may be relevant, providing the same information as above.
- F. Specific responses with the services to be offered for:
 1. Youth After School Programs.
 2. Youth Summer Camp Programs.
 3. Adult and Senior Programs.
 4. Special Needs Programs.
 5. Facility Management Services.
 6. Facility Master Plan Services.
- G. Discussion of the marketing and outreach plans of the contractor
- H. Copies of any press articles, profiles, commendations, etc., that may assist the Village in its evaluation.
- I. A list of references including comparable jurisdictions to the Village (Please limit to five (5)).

J. An original signed copy of this RFQ wherein the contractor acknowledges and warrants that he/she has read and agrees with all of the terms and conditions contained herein.

4.02 SELECTION CRITEREA

The Village will evaluate the RFP's based on the flowing criteria:

1. The experience, knowledge and commitment of the contractor.
2. The quality of programs offered by the contractor.
3. The experience and quality of staff to be utilized in providing services to the Village of Palmetto Bay
4. The ability of the contractor to provide all of the services requested by the Village.
5. The contractor's knowledge of and experience with the Village of Palmetto Bay.
6. The accomplishments, generally, of the contractor in providing theses services to entities comparable to the Village.
7. The commitment of the contractor to diversity and inclusion.

APPENDIX A

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

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

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

Signature of Official: _____

Name (typed): _____

Title: _____

Contractor: _____

Date: _____

APPENDIX B

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

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

1. This sworn statement is submitted to the VILLAGE OF PALMETTO BAY,
FLORIDA by _____
for _____
whose business address is: _____

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

(if the entity has no FEIN, include the Social Security Number of the
individual signing this sworn statement - S.S. # _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United States and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea or guilty or nab contenders.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime;
or

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any State or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered
In the presence of

By: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 200____, before me, the undersigned
Notary Public of the State of Florida personally appeared
_____ and whose name(s) is/are subscribed to the
within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath. or
- Did not take an oath.

APPENDIX C

NON-COLLUSIVE AFFIDAVIT

State of _____

SS:

County of _____

_____ being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
_____ the Contractor that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or a sham Proposal;
- (4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Contractor or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

By: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 200____, before me, the undersigned
Notary Public of the State of Florida personally appeared
_____ and whose name(s) is/are subscribed to the
within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print, Stamp or
Type as commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath. or
- Did not take an oath.