



NORTH BAY VILLAGE

Parks and Recreation Master Plan

Request for Proposal

RFP #2013-001

North Bay Village is requesting sealed proposals from qualified Professional Consultants to develop a Parks and Recreation Master Plan that will provide a blueprint for meeting the existing and future Parks and Recreational needs of the residents of the Village.

PROPOSAL SUBMISSION

Proposals must be received by the North Bay Village Clerk at Village Hall 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141, no later than 2:00 p.m., November 6, 2013. Proposals received after this time will not be considered and no time extensions will be permitted. Please clearly mark packages:

RFP #2013-001 Parks and Recreation Master Plan

Copies of this Proposal Document may be obtained by contacting DemandStar by Onvia at www.demandstar.com or call toll free 1-800-711-1712 and request Document RFP #2013-001-0-20B/DF. This Proposal Document may also be found on the Village's web site at www.nbvillage.com. The Village is not responsible to Vendors who obtain specifications and plans from sources other than DemandStar.com because the Proposal may be incomplete. All addenda, tabulation, evaluation meeting notices and recommendation of award will be posted and disseminated by DemandStar.

FOR INFORMATION

For information on this Request for Proposal, contact Yvonne Hamilton, Village Clerk at 305-756-7171. Deadline for submittal of questions is October 29, 2013 @ 5:00 p.m.

ACCEPTANCE AND REJECTIONS

North Bay Village reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Bidder offering the greatest advantage to the Village.

Please be advised that pursuant to Section 38.18 of the Village Code of Ordinances "Cone of Silence", public notice is hereby given that a Cone of Silence is imposed concerning this competitive purchasing process, which generally prohibits communications concerning the RFP until such time as the Village Commission or Village Manager deliberates on the making of an award concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

Yvonne P. Hamilton, CMC
Village Clerk



NORTH BAY VILLAGE

Parks and Recreation Master Plan

Request for Proposal

RFP #2013-001

Proposals will be received until:
November 6, 2013 at 2:00PM

Village Clerk
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

All requests for assistance should be made in writing. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

For Procurement Assistance contact:

Yvonne Hamilton, Village Clerk
yvonne.hamilton@nbvillage.com

**Request for Proposal
Parks and Recreation Master Plan
RFP #2013-001**

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North Bay Village Parks and Recreation Master Plan

PART I. Background

North Bay Village, located in Miami-Dade County, is a small community of approximately 7,200 residents on 512 acres in Biscayne Bay. Originally the Village was created out of spoil islands and retains beautiful water views of Biscayne Bay.

Prior to 1940, most of what is now North Bay Village lay beneath the waters of Biscayne Bay. The only dry land was Broadcast Key, a five-acre island from which pioneer radio station WIOD began broadcasting in 1926. In 1940, dredging and bulk-heading created North Bay Island. By 1941, palm-lined streets had been laid out, and 12 homes had been built and occupied.

During the mid 1940's dredging and filling created Harbor Island and Treasure Island. Harbor Island is composed primarily of multi-family buildings. North Bay Village was incorporated in 1945, with Harbor Island and Treasure Islands' annexation following several years later. Broadcast Key, also known as Cameo Island, was annexed in 1963. During its early years, North Bay Village was primarily a haven for winter residents. The city became widely known for its popular restaurants and nightclubs, which attracted celebrities like Frank Sinatra and Judy Garland. North Bay Village continues to be home to several of South Florida's most popular restaurants, as well as a variety of business enterprises, apartment buildings, condominiums and 402 single-family homes.

Today, most of North Bay's residents live there year-round, with almost two-thirds of the occupied housing as rental, reflecting a rather mobile population. Approximately one-third of the residents are between the ages of 25 and 39, and 17% are 18 years of age or younger; the median age is 37, thus supporting the notion that North Bay Village is not a retirement oriented community.

PART II: Purpose, Scope of Services and Deliverables

Purpose

To develop a Parks and Recreation Master Plan that will provide a blueprint for meeting the existing and future Parks and Recreational needs of the residents of North Bay Village.

Scope of Services

The consultant will work under the direction of the Village Manager or designee. The project manager assigned to the Parks and Recreation Master Plan will coordinate with the consultant and representatives of the Youth & Education Services Board and/or other boards and committees as designated by the Village Commission. The consultant will be responsible for developing, conducting, analyzing, and providing the results of the Parks and Recreation Master Plan, according to the following Scope of Services.

1. Review Goals, Objectives, and Policies

Review and confirm with the Youth and Education Services Board that the Village's Recreation and Open Space Comprehensive Plan Element appropriately reflects the community's needs. Suggested updates/revisions to the Comprehensive Plan shall be provided as a part of this project, as necessary.

2. Existing Park and Recreational Facility Standards and Inventory

A. Analyze Existing Conditions

- a) Inventory existing public parks, private parks, school playgrounds, and open spaces.
- b) Develop a map and corresponding database which include geographic location and physical characteristics of the parks and open space system. (Include park classifications, list of amenities, programs offered, and planned improvements, use and scheduling limitations.) The Village currently has a GIS data base and the product from this report must be able to be uploaded/converted to the Village's GIS database.

B. Assess and Survey of Public Facilities

- a) Visit sites to assess maintenance conditions, signs of underuse, overuse, overcrowding and general condition.
- b) Interview Village staff and users.
- c) Photograph sites for inclusion in the Village's GIS system.

3. Park and Recreational Facility Needs Assessment

A. Compile Data of Prospective Park Users

- a) Survey citizens to determine how they currently use and would ideally use and access the parks and recreation system.
- b) Conduct one public session at the beginning of the process for the community as a whole to have input.
- c) Gather information about demographic factors including: age group, household income, and household size.
- d) Survey questions should include, but not be limited to:
 - 1) Their current use of the parks. How often? Which ones? When? What amenities?
 - 2) What amenities should parks include to serve their needs?
 - 3) Current user satisfaction.
 - 4) Where additional park facilities should be to serve the community.
 - 5) Additional comments/suggestions.

B. Develop Profiles of Prospective Park Users Based on Demographic Factors.

C. Assess Needs for Existing and Future Park and Recreational Facilities

- a) Use the most recent Census data to project population and demographic distribution based on anticipated development patterns.
- b) Compile the projected population and demographic factors for each park's established service area.
- c) Determine how each park contributes to the needs of the population served, based on the profile of prospective park users.
- d) Identify areas and/or populations which are not being adequately served and the nature of the deficiency.

D. Map Park Needs

Develop a mapping and scoring methodology to identify areas of the Village that are:

1. Adequately served now
2. Expected to adequately serve the projected population
3. Lacking specific parks, facilities, and/or amenities needed to serve the projected population
4. Over served

E. Identify Priority Projects, Programs, and Areas

- a) Based on findings from the Park and Recreational Facilities Needs Assessment identify specific projects, programs or areas where new or enhanced park and recreation services are needed.
- b) Develop a rating system to prioritize needs.

4. Determine Funding, Operations and Maintenance Feasibility

A. Determine Fiscal Capacity for Public Parks

- a) Identify how parks and recreation maintenance, operations and capital improvements are identified, prioritized and funded. Include budgets for funding the construction of new parks, maintaining existing parks, and operating park facilities and programs.
- b) Identify deficiencies in resources for existing parks and recreation programs and functions, relative to best practices and demand.
- c) Identify resources needed to support future parks and recreation programs based on the existing and historical trends for funding, operating and maintaining public parks.

B. Analyze Costs to Support Community's Desired Level of Service

Using the park needs assessment and projected population and development patterns, determine what funding and resources would be required to meet all current and future park and recreation needs. In addition, identify when those funds and resources will be needed over the next 10 – 20 years.

C. Develop Scenarios for Different Levels of Service

- a) Define levels of service provided for existing parks based on current funding structure (current conditions).
- b) Based on the analysis of cost above, determine level of service options to support future growth. Identify where:
 1. Current levels of service can and should be supported by current funding structure.
 2. Levels of service can/should be reduced.
 3. Levels of service can/should be increased.

D. Identify Alternative Funding Options

- a) Identify best practices for how parks and recreation systems are funded and maintained in other cities. Include breakdown for capital costs vs. operations costs.
- b) Determine what funding methods may be feasible in North Bay Village, such as:
 1. Sources of revenue (fees, admissions, etc.)
 2. Legislation
 3. Endowments
 4. Private foundations
 5. Dedicated sales tax
 6. Voter approved tax levies
- c) Identify options to help mitigate any identified funding gap and recommend resource alternatives for the different level of service scenarios.
- d) Review the current Parks and Recreation Impact Fee structure (Chapter 151.100 Village Code) and incorporate projected fees and growth into the Final Parks and Recreation Master Plan.

5. Determine Optimum Structure for Public/Private Park System Management

- a) Identify best practices for park system management and programming.
- b) Identify responsibilities of the Village relative to these best practices.
- c) Identify entities/mechanisms (such as conservancies, foundations, public schools, neighborhood groups, etc.) that should be established or included to accomplish implementation goals beyond those identified as Village responsibilities.

- d) Determine opportunities for public/private partnerships where some parks and recreation system functions may be managed by non-Village entities. Recommend appropriate responsibilities and priorities where parks and recreation systems are identified for possible management by non-Village entities.

6. Implementation

A. Identify Partnership Opportunities

- a) Identify potential partnerships (neighborhood groups, public schools, community organizations, etc.) to provide desired levels of service for parks and recreation functions.
- b) Define roles for each group in providing input, services, maintenance, funding, programs, etc.
- c) Identify how to engage partners in assigned roles in most effective and cost efficient manner.

B. Assign Priority Projects and Programs to Funding Sources

- a) Identify timeframes for completing priority projects, programs, or other implementation measures.
- b) Identify responsible parties to affect identified projects, programs, or other implementation measures.

C. Develop Guidelines for Maintenance of Public Spaces

Develop maintenance and interaction guidelines for the Village, partners and other outside groups.

D. Determine Approach to Increase Public Awareness & Involvement

- a) Recommend means for engaging with the community and targeted partners about:
 1. partnership opportunities
 2. responsibilities
 3. involvement
 4. maintenance
- b) Recommend methods for establishing an acknowledgement and recognition campaign for community and targeted partners.

Deliverables

The consultant will compile the information developed through the above tasks into a draft 10-year Parks and Recreation Master Plan document for review and comment by Village staff. The plan will be provided in an electronic format for reproduction by the Village, as needed. Staff will review the plan and provide comments to the consultant. The consultant will incorporate staff comments, as well as comments from other shareholders, as directed by the Village Manager, into the plan document. The consultant will present the 10-year Parks and Recreation Master Plan to the Village Commission and incorporate Village Commission comments into the final draft. The final Master Plan will include data in a format that can be uploaded into the Village's GIS System.

Part III: Instructions / Proposal Format

Firms interested in providing planning services to create the Master Plan shall **submit one (1) original, five (5) copies and one (1) electronic version (CD or memory stick) of the response for evaluation.** Failure to provide the required copies and information may result in the Proposal not being considered.

The Proposal submitted shall be clear, concise, indexed by subject, typed on letter size paper, and individually bound. The proposal shall cover, in as much detail as possible, the requirements of the solicitation, including any addendum. The Proposal shall be mailed or delivered in a sealed package clearly marked on the outside with the project name and due date.

Packages must be received by the North Bay Village Clerk at Village Hall 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141, no later than 2 p.m., November 6, 2013.

Any package delivered after the stated deadline will not be considered and will not be opened by the Village.

Questions related to the Parks and Recreation Master Plan RFP should be directed to:

**Yvonne Hamilton, Village Clerk
1666 Kennedy Causeway Suite 300
North Bay Village, FL 33141
yvonne.hamilton@nbvillage.com
Tel: 305-756-7171**

Inquiries related to this request must be in writing by email - and received no later than 5 p.m., October 29, 2013 to allow adequate time for response. Please do not contact any other staff member of the Village, except the above, with regard to this request.

At a minimum, the Proposal should include the following tabbed sections and information:

Tab 1 - Letter of Transmittal

Tab 2 - Overview

Provide an overview of the firm and discuss the firm's experience with similar projects.

Tab 3 - Project Team

Identify the project team members and provide their addresses, phone numbers, email addresses, and technical resumes.

Tab 4 - Project Narrative

Discuss the project approach and rationale to address the Scope of Services. Provide a schedule and description of key tasks, responsible project team members, and deliverables to address the Scope of Services.

Tab 5 - References

List similar projects with references. Provide a short description of each project, including the name of the project, location, type, scheduled completion date, and value. Provide a summary of any formal and informal contract disputes with clients.

Tab 6 - Project Budget

Provide a project budget outlining for each key task, the responsible project team member(s), hourly rate(s), number of hour(s), and any other costs. The final budget is subject to negotiations with the selected firm. This document shall have a summary of all budgets for the entire project.

Tab 7 - Deliverables

The consultant will provide a list of deliverables associated with the project.

Tab 8 - Completed Forms

Forms included in this RFP must be completely filled out, executed and notarized where required and submitted with your proposal.

PART IV: Method of Evaluation and Award

An Evaluation Team selected by the Village Manager will review and evaluate the proposals. The criteria listed below will be used to evaluate the proposals for the purpose of ranking them in relative position based on how fully each proposal meets the criteria for each task.

Project Approach 25 points

Does the proposal show specific understanding and familiarity with the particular requirements of this project and how to address them?

Project Schedule and Budget..... 25 points

How does the project schedule and budget compare to other respondents?

Project Team Qualifications & Experience..... 20 points

How do the project team members qualifications compare to other respondents? And does the firm and/or project team member(s) have experience with similar projects involving parks and recreation master planning?

Method(s) Presented to Implement Village’s Program 20 points

References 10 points

Each Proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the Village through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified.

There is no obligation on the part of the Village to award the proposal to the lowest priced proposer, and the Village reserves the right to award the contract to the proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the Village in achieving the study or project, and to waive any irregularity or technicality in the proposals received. The Village shall be the sole judge of the proposals and the resulting agreement that is in its best interest and its decision shall be final.

Based on the preliminary ranking of the written proposals, the Evaluation Team may shortlist the top 3 to 5 ranked firms and invite those firms to make a presentation. The number of firms shortlisted will be at the discretion of the Evaluation Team. Firms shortlisted and requested to make a presentation to the Evaluation Team will be contacted and a mutually convenient time will be arranged. Following the presentations, the Evaluation Team will rank the shortlisted firms based on the criteria listed above, considering both the written proposal and presentation.

The recommended firm will be submitted to the Village Commission along with information on the entire procurement process. The final scope of services, contract and cost are subject to changes based on the outcome of the negotiations with the selected firm. This is not a "continuing contract for services". Any applicant coming before the Village Commission for an award of a contract with the Village and who has made an election campaign contribution in an amount that is more than \$100.00 to any elected official of the Village Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, during the application or bidding process and before the award of the contract.

PART V: TERMS and CONDITIONS

ACCEPTANCE OF OFFER

The signed Response shall be considered an offer on the part of the proposer; such offer shall be deemed accepted upon issuance by the Village of a Purchase Order, Blanket Purchase Order, or other contractual document.

The contract will be awarded to the most qualified respondent, based on the criteria set forth in this RFP. The Village reserves the right to accept or reject any and all Responses or parts of Responses, and/or waive minor informalities. The Village reserves the right to award the contract on a split-order, lump-sum, or individual-item basis, or such combination as shall best serve the interest of the Village unless otherwise specified.

RIGHT TO REJECT RESPONSES

Right is reserved to reject any or all Responses and to disregard typographical, mathematical, or obvious errors. The Village will not pay costs incurred by any proposer in the preparation of their respective Response.

CONE OF SILENCE

The Cone of Silence refers to limits on communications held between proposer or proposer's representative from communicating verbally, or in writing to the Village Commission, the Village Manager, the Village Attorney or any Village staff on those procurement items to be considered by the Village Commission. The "Cone of Silence" procedures and requirements are contained in Section 38.18 of the Village code of Ordinances and are incorporated into this RFP by this reference.

The Cone of Silence shall be imposed when the formal competitive solicitation has been issued and the Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission; or the Village Commission takes any other action. Proposers found in violation of the Cone of Silence will be disqualified from the solicitation process and their Responses shall not be considered.

The Cone of Silence does not prohibit a proposer or proposer's representative from making public presentations at a duly noticed evaluation committee meeting or from communicating with the Village Commission during a duly noticed public meeting.

ETHICS REQUIREMENT

No Proposer may employ, directly or indirectly, the mayor, any member of the Village commission or any director or department head of the Village. The Village Code prohibits any employee, or member or their immediate family or close personal relation from receiving a substantial benefit or profit from any contract entered into with the Village, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected Village employee may seek a conflict of interest opinion from the Village Attorney prior to the submittal of a bid. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions. All proposers confirm by the submission of their proposal to abide by all local and state laws regarding ethics and conflict of interest. Any violations of this requirement shall disqualify the proposal submitted.

FISCAL NON-FUNDING CLAUSE

In the event sufficient budgeted funds are not available for a new fiscal period, the Village shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the Village.

CONFLICT OF INTEREST

The proposer certifies that, to the best of his/her knowledge or belief, no elected/appointed official or employee of North Bay Village, a spouse thereof or other person residing in the same household, is financially interested, directly or indirectly, in providing the goods or services specified in this proposal. Financial interest includes ownership of more than five percent of the total assets or capital stock; or being an officer, director, manager, partner, proprietor, or agent of the business submitting the proposal; or of any subcontractor or supplier thereof providing goods or services in excess of ten percent of the total proposal amount.

Additionally, the proposer, on company letterhead, must divulge at the time of proposal submittal, any relative, other than those already specified, of an elected /appointed official or employee of North Bay Village who has a financial interest, as defined herein, in providing the goods or services specified in the proposal. The Village, at its sole discretion, will determine whether a conflict exists and whether to accept or reject the proposal.

PUBLIC ENTITY CRIMES

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

SUBCONTRACTING

Where proposers do not have the "in-house" capability to perform work desired in the Request for Proposal, subcontracting may be permitted with prior knowledge and approval of the Village. The Village must be assured and agree that any proposed subcontractor(s) can perform work of the desired quality and in a timely manner.

INSURANCE COVERAGE

The proposer shall be required to procure and maintain at its own expense during the life of the Contract, insurance of the types and in the minimum amounts stated below:

Professional Liability	\$1 Million
General Liability	\$ 1 Million
Automobile Coverage	\$ 500 Thousand
Workers Compensation	Covering all employees meeting Florida Statutory Limits

The Village shall be listed as an Additional Insured on the General Liability policy.

DEFAULT OF CONTRACT

In case of default by the proposer, the Village may procure the services from other sources and hold the proposer responsible for any excess costs occasioned or incurred thereby.

MODIFICATION OF CHANGES

No agreement or understanding to modify this RFP and resultant purchase order or contract shall be binding upon the Village unless made in writing by the Village Manager's Office.

EXAMINATION OF RECORDS

The successful proposer shall keep adequate records and supporting documentation applicable to the subject matter of this RFP to include, but not be limited to, records of costs, time worked, working paper and/or accumulations of data, and criteria or standards by which findings or data are measured. Said records and documentation shall be retained for a minimum of three years from the date the contract is completed and accepted by the Village. If any litigation is started before the expiration of the three year period, the records shall be retained until all litigation, claims, or audit findings, involving the records have been resolved, unless otherwise instructed by the Village. Should any questions arise concerning this contract, the Village and its authorized agents shall have the right to review, inspect, and copy all such records and documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at Village expense. Any subcontractor(s) employed by a proposer is subject to these requirements and the proposer is required to so notify any such subcontractor(s).

QUALIFICATION OF PROPOSER

A proposer may be required, before the award of any contract, to show to the complete satisfaction of the Village that he or she has the necessary facilities, equipment, ability and financial resources to perform the work in a satisfactory manner within the time specified.

PROCUREMENT CODE

The North Bay Village Code of Ordinances, Title III, Chapter 36, Section 36.25, shall govern this RFP.

INDEMNITY

Proposer agrees to indemnify, defend, save and hold harmless the Village, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from Village, its officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's performance of the services or caused by or arising out of (a) any act, omission, default or negligence of Proposer in the provision of the services under the contract; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's execution of services under the contract; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Proposer. This indemnification includes, but is not limited to, the performance of the contract by Proposer or any act or omission of Proposer, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Proposer agrees to pay all claims and losses and shall defend all suits, in the name of the Village, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. Village reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Proposer under this indemnification provision.

To the extent considered necessary by the Village, any sums due Proposer under the contract may be retained by Village until all of Village's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by Village. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to the contract or otherwise. The parties mutually acknowledge that the provisions of §725.08, Fla. Stat., have been fulfilled and govern this provision. This paragraph shall not be construed to require Proposer to indemnify the Village for the Village's own negligence, or intentional acts of the Village, its agents or employees. This clause shall survive the expiration or termination of this Agreement.

OFFICE OF THE INSPECTOR GENERAL

The contractor is aware that the Inspector General of Miami-Dade County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

CONTRACT

The selected Proposer(s) will be expected to enter into a formal agreement at the time of contract award. The selected proposer(s) will also be expected to submit a scope of services for the purpose of entering into a formal contract. Scope of services shall be negotiated and decided prior to award of contract and become part of the contract document at award. If a satisfactory contract cannot be negotiated with the recommended proposer, negotiations simultaneously will then be started with the first alternate vendor. The successful proposal(s) shall become an integral part of the contract, but may be modified by the provisions of the contract.

TERMINATION

The Contract may be terminated by the Village at any time, with or without cause. In the event the Contract is terminated the Contractor shall be reasonably compensated for service rendered to the effective date of such termination, as mutually agreed upon.



Parks and Recreation Master Plan

PROPOSER INFORMATION PAGE

RFP #2013-001

Company Name: _____

Authorized
Signature: _____

Title: _____ Date: _____

Physical
Address: _____

City	State	Zip Code
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Phone: _____ Fax: _____

Email Address: _____

Web Site (if applicable): _____

Parks and Recreation Master Plan

CONFLICT OF INTEREST STATEMENT

_____ hereby certifies that no member of the firm ownership, management or staff has vested interest in any aspect of any Department of North Bay Village or its governing body. _____ also affirms that there is no potential conflict of interest due to any other clients, contracts, or property interest for any project to be awarded to our firm by North Bay Village.

Signature

Name and Title

The foregoing Affidavit of bidder regarding Conflict of Interest Statement was acknowledged before me this _____ day of _____, 2013 by: _____, who is personally known to me or _____ who has produced _____ as identification and who did/(did not) take an oath.

Notary Public: _____

Commission No: _____

Parks and Recreation Master Plan

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

1 This sworn statement is submitted to _____
(Print name of the public entity)

By: _____
(Print individual's name and title)

For: _____
(Print name of entity submitting sworn statement)

Whose business address is: _____

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

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(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 an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or 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 jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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 any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid 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 an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

The foregoing Affidavit of Bidder regarding Public Entity Crime was acknowledged before me this _____ day of _____, 2013 by: _____, who is personally known to me or _____ who has produced _____ as identification and who did /(did not) take an oath.

Notary Public

Commission No.

Parks and Recreation Master Plan

DRUG FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that

_____ does.
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Submitter's Signature

Date

Parks and Recreation Master Plan

REPRESENTATIONS AND DISCLOSURES

RFP No. _____

STATE OF _____

COUNTY and VILLAGE OF _____

I am an officer of the Proposer firm, named below, submitting its qualifications under an RFP and am authorized to make the following Representations and Disclosures on behalf of the Proposer. I certify or affirm that to the best of my knowledge and belief, the following statements are true:

1. Proposer agrees that its proposal may become part of any contract entered into between the Village and the Proposer.
2. There are no actual, apparent or potential conflicts of interest with Proposer or any sub-consultants or subcontractors that are present or could develop with respect to the scope of services for the project/study and any parties to this solicitation or any third parties.
3. Submission of Proposer's Proposal is made without connection with any persons, company or party making another submittal, and that it is in all respects fair and in good faith without collusion or fraud.
4. Proposer has not filed for bankruptcy in the past five (5) years.
5. Neither Proposer nor any of Proposer's principals have been convicted of or indicted for a felony or fraud.
6. Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list.
7. Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFP and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award.
8. Proposer certifies the compensation and hourly rates and other expenses or costs to be compensated as proposed are accurate, complete and current at the time of contracting and no higher than those charged to the Proposer's other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period.

9. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFP will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

I certify or affirm that to the best of my knowledge and belief, the above 9 statements are true.

Proposer Firm: _____

Officer's Name: _____ Title: _____

Signature: _____

AFFIRMED AND SIGNED before me this _____ day of _____, 2013 by

By _____ (name) as _____

(title) of _____ (Proposer firm), and who is personally

known to me or produced _____ as identification.

Notary Public

Notary Stamp:

Parks and Recreation Master Plan

PROPOSER'S CERTIFICATION

I have carefully examined this Request for Proposal, which includes scope of services, deliverables, requirements for submission, general information and the method of evaluation and award.

I acknowledge receipt of the following addenda, if any.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

I hereby propose to provide the services requested in this proposal. I agree that the proposal will remain firm for a period of up to ninety (90) days from the date opened in order to allow the Village adequate time to evaluate the qualifications.

I agree that the Village terms and conditions herein shall take precedence over any conflicting terms and conditions submitted with the proposal and agree to abide by all conditions of this proposal.

I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

_____	_____	
NAME OF BUSINESS	MAILING ADDRESS	
_____	_____	
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE	
_____	_____	
NAME, TITLE, TYPED	TELEPHONE NUMBER/FAX NUMBER	_____
		E-MAIL ADDRESS

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2013,
by: _____, who is personally known to me
or who has produced _____ as identification.

Notary Public

Notary Stamp
