



**BAREFOOT BAY
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting
January 25, 2022 at 7:00 PM

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Additions or Deletions to the Agenda**
- 5. Approval of the Agenda**
- 6. Presentations and Proclamations**
- 7. Approval of Minutes**
 - A. Special Meeting minutes dated January 6, 2022, and BOT Regular Meeting minutes dated January 14, 2022.
- 8. Treasurer's Report**
 - A. Treasurer's Report
- 9. Audience Participation**
- 10. Unfinished Business**
- 11. New Business**
 - A. Acceptance of Donation Request: Bench for Golf Course
 - B. Selection of RFP Evaluation Committee Member for Pool #3 Parking Lot Paving Project
 - C. Selection of RFP Evaluation Committee Member for 19th Hole Kitchen Renovations and (2) Walk in Coolers Project
- 12. Manager's Report**
 - A. Jan. 25th Comm. Mgr.'s Report
- 13. Attorney's Report**
- 14. Incidental Trustee Remarks**
- 15. Adjournment**

If an individual decides to appeal any decision made by the Recreation District with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim.

Barefoot Bay Recreation District Regular Meeting



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Special Meeting
ABM Superintendent Presentation

January 6, 2022
9AM- Building D&E

Welcome

The Barefoot Bay Recreation District Board of Trustees held a Special Meeting on January 6, 2022, Building D/E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Maino called the meeting to order at 9AM.

Pledge of Allegiance

Led by Mr. Maino.

Roll Call

Present: Mr. Maino, Mr. Grunow, Mr. Nugent, Mr. Amoss, Mr. Morrissey. Also, present, John W. Coffey, ICMA-CM, Community Manager, Stephanie Brown, District Clerk, John Cary, General Counsel, Ernie Cruz, Golf Operations Manager and Mackenzie Leiva, Management Analyst.

Audience Participation

David Wheaton-spoke in favor of Mr. Jones's work and believes with the support of BBRD staff he will get the golf course up to standard.

Presentation by ABM Superintendent Rick Jones

Mr. Jones presented a Power Point presentation regarding improvements to the greens, tee boxes and fairways. He also addressed the process for reporting any issues/concerns with the golf course. Mr. Maino asked various questions about sodding and the progress for improving the putting green. Mr. Jones responded that have to wait for warm weather for the holes in the putting green to get better. Mr. Maino also asked Mr. Jones's opinion on overseeding. Mr. Jones responded that a healthy turf does not require overseeding, but if it is not healthy, it is better to overseed. Mr. Amoss asked if a sod farm would be created. Mr. Jones responded that there is not enough real estate to have a sod farm. Mr. Nugent asked about the progress on the condition of the lawn bowling and softball field. Mr. Jones responded that lawn bowling is doing well. He has been applying top dressing, mowing 2/3 times a week, weeding, and controlling the water. The softball and baseball field are still a work in progress, and he is also trying to control the water on those fields. Mr. Grunow asked about the plan for the crab grass. Mr. Jones responded that it has been sprayed chemicals to stop the growth. Mr. Morrissey and Mr. Maino thanked Mr. Jones for the information he provided.

Discussion of COVID-19 Precautions

Mr. Maino voiced his concern about mandating two riders per cart with residents that have not been vaccinated. Mr. Grunow stated there was a discussion of recommending the waiving trail fees for one day and that there was not discussion of requiring all parties to ride two riders per cart. Mr. Cruz responded that there will be time to address any concerns with the rider arrangements prior to the tournament. Mr. Nugent spoke in favor of the two rider per cart for the Veteran's Tournament only. Mr. Amoss spoke in favor of two rider per cart indefinitely.

Mr. Grunow made a motion to go back to two riders per cart for the Veterans Tournament and a re-evaluation at the January 14, BOT Meeting. Second by Mr. Amoss. Motion passed unanimously.

Adjournment

Mr. Amoss made a motion to adjourn. Second by Mr. Nugent Mr. Maino adjourned.

Meeting adjourned at 9:47AM

Jeff Grunow, Secretary

Stephanie Brown, District Clerk

If an individual decides to appeal any decision made by the Recreation District with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim. Barefoot Bay Recreation District Regular Meeting



BAREFOOT BAY RECREATION DISTRICT

I Board of Trustees Regular Meeting

January 14, 2022

1PM –Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on January 14, 2022, Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Maino called the meeting to order at 1PM.

Pledge of Allegiance to the Flag

Led by Mr. Nugent.

Roll Call

Present: Mr. Nugent, Mr. Morrissey, Mr. Amoss, Mr. Maino and Trustee-elect Mr. Brinker. Also, present, John W. Coffey, ICMA-CM, Community Manager, John Cary, General Counsel, Cliff Repperger, Former General Counsel, Honorable Judge Curt Jacobus, Stephanie Brown, District Clerk, Mackenzie Leiva, Management Analyst, Charles Henley, Finance Manager, Rich Armington, Resident Relations Manager, and Matt Goetz, Property Services Manager. Mr. Grunow was excused.

Additions or Deletions to the Agenda

None.

Approval of the Agenda

Mr. Morrissey made a motion to approve the agenda as is. Second by Mr. Amoss. Motion passed unanimously.

Presentations and Proclamations

None.

Approval of Minutes

Mr. Nugent made a motion to approve BOT Meeting minutes dated December 3rd and Special Meeting minutes dated November 23rd, December 1st, and 17th. Second by Mr. Morrissey. Motion passed unanimously.

Treasurer's Report

Mr. Amoss made a motion to approve the Treasurer's Report for January 14, 2022, as read. Second by Mr. Morrissey. Motion passed unanimously.



BAREFOOT BAY RECREATION DISTRICT

Oath of Office

Honorable Curt Jacobus (Circuit Court Judge) administered the Oath of Office to Trustee-elect Brinker and Trustee Maino.

Reorganization of the BOT

*Mr. Amoss nominated Mr. Maino for Chair. By acclamation, Mr. Maino is now Chair.
Mr. Morrissey nominated Mr. Nugent for Treasurer. By acclamation, Mr. Nugent is now Treasurer.
Mr. Maino nominated Mr. Brinker for Secretary. By acclamation, Mr. Brinker is now Secretary.
Mr. Maino nominated Mr. Amoss for Vice Chair. By acclamation, Mr. Amoss is now Vice Chair.
Mr. Morrissey is Second Vice Chair.*

Appointment of the NRP Sub-Committee

Mr. Maino nominated himself, Mr. Briner and Mr. Amoss.

Mr. Nugent made a motion to appoint Mr. Maino, Mr. Brinker, and Mr. Amoss to the NRP Sub-Committee. Second by Mr. Morrissey. Motion passed unanimously.

Appointment of ARCC liaison

Mr. Brinker nominated himself as the ARCC Liaison.

Mr. Amoss made a motion to appoint Mr. Briner as the ARCC Liaison. Second by Mr. Nugent. Motion passed unanimously.

Audience Participation

Louise Crouse-808 Sapodilla Drive-Spoke in favor of the Ad Hoc Committee member selection...finished with ballot questions by April and there was good audience participation during the first meeting. She expressed her gratitude to staff for the opportunity to serve on the committee.

Jeanne Osborne-100 Cherokee Court-voiced her concern about COVID-19 precautions.

Mr. Coffey read a letter from Thomas Nelson- 1008 Waterway Drive-who spoke in favor of promoting alternates on the ARCC to voting positions and new candidates to alternate positions. He requested for Mr. Klosky to fill one of the ARCC vacant voting positions and Mr. Carey as a BOT appointee.



BAREFOOT BAY RECREATION DISTRICT

Unfinished Business

Discussion of COVID-19 Precautions

Staff recommends ending the one-rider per cart rule effective immediately.

Mr. Amoss spoke in favor of ending the one-rider per cart rule. Mr. Maino stated that he is not opposed to two riders per cart, but to be mindful of those with private carts who may not want to ride two riders per cart as a safety precaution. Mr. Brinker spoke in favor of two riders per cart to be optional. Mr. Coffey explained that if a resident is paying trail fees, essentially their personal golf cart becomes a part of the BBRD fleet and suggested for the BOT to decide whether to make the one-rider per cart rule permanent, or go back to two riders per cart. Mr. Morrissey voiced his concern about COVID precautions reinstating two riders per cart.

Mr. Amoss made a motion to end the one-rider per cart rule, effective immediately. Second by Mr. Brinker. Motion passed. 4-1. Mr. Morrissey dissents.

Mr. Coffey asked the BOT if the one-rider per cart rule should be placed on any future agendas. Mr. Maino responded that it no longer needs to be placed on any future agendas.

New Business

ARCC Appointments

Staff recommends the BOT appoint: Mr. Klosky to the vacant voting position (previously held by Ms. Lochmandy) with an expiration date of February 22, 2024; A homeowner to the vacant voting position (previously held by Mr. Brinker) with an expiration date of October 30, 2022; and A homeowner to the vacant alternate position (previously held by Mr. Klosky) with an expiration date of February 22, 2024.

Mr. Nugent made a motion to appoint Mr. Klosky and Mr. Constantino to the vacant voting positions and Mr. Grunow to the vacant alternate position. Second by Mr. Morrissey. Mr. Nugent vacated the motion.

Mr. Morrissey made a motion to appoint Mr. Klosky to the vacant voting position (previously held by Ms. Lochmandy) with an expiration date of February 22, 2024. Second by Mr. Amoss. Motion passed unanimously.

Mr. Nugent made a motion to appoint Edward Constantino to the vacant voting position (previously held by Mr. Brinker) with an expiration date of October 30, 2022. Second by Mr. Brinker. Motion passed 3-2. Mr. Amoss and Mr. Maino dissented.

Mr. Amoss made a motion to appoint Barbara Schempf to the vacant alternate position (previously held by Mr. Klosky) with an expiration date of February 22, 2024. Second by Mr. Maino. Motion passed unanimously.



BAREFOOT BAY RECREATION DISTRICT

Violations Committee Appointment

Staff recommends the BOT appoint one of the alternates to the unexpired voting position (term ends September 30, 2024) and one homeowner to the unexpired alternate position (term ends September 30, 2024).

Mr. Amoss made a motion to appoint Louise Crouse to the unexpired voting position, with the term ending on September 30, 2024. Second by Mr. Nugent. Motion passed unanimously.

Discussion of Issuing a Request for Proposal for Maintenance of the Golf Course, Softball Field Turf, and Lawn Bowling Field

Mr. Nugent voiced his concern about Mr. Jones not receiving sufficient support from ABM and spoke in favor of starting the RFP process. Mr. Maino agreed with Mr. Nugent, but spoke in favor of giving ABM Superintendent Mr. Jones time to see what improvements he can make to the golf course. Mr. Morrissey also spoke in favor of giving Mr. Jones an opportunity to make improvements prior to starting the RFP process. Mr. Amoss agreed with Mr. Morrissey and Mr. Maino.

Building A Retaining Wall Repairs Award of Contract

Staff recommends the BOT award of contract to Foundation Professionals of Florida in the amount of \$114,780.00 for Building A Retaining Wall repairs, waive the second bid requirement, and authorize Chairman Maino to sign the contract drafted by General Counsel Cary.

Mr. Nugent made a motion to award of contract to Foundation Professionals of Florida in the amount of \$114,780.00 for Building A Retaining Wall repairs, waive the second bid requirement, and authorize Chairman Maino to sign the contract drafted by General Counsel Cary. Second by Mr. Amoss. Motion passed unanimously.

Managed Information Technologies Services Contract Renewal

Staff recommends the BOT approve the three-year contract renewal with Omega Technology Solutions and authorize Chairman Maino to execute the agreement.

Mr. Amoss asked if there was anything in the contract regarding ransomware. Mr. Coffey responded that the Ms. Brown and Omega are in the process of working on a ransomware protocol.

Mr. Mr. Morrissey made a motion to approve the three-year contract renewal with Omega Technology Solutions and authorize Chairman Maino to execute the agreement. Second by Mr. Nugent. Motion passed unanimously.



BAREFOOT BAY RECREATION DISTRICT

Neighborhood Revitalization Program (NRP) Purchase Confirmation 416 Barefoot Blvd.

Staff recommends the BOT confirm the purchase of 416 Barefoot Blvd. via the Neighborhood Revitalization Program.

Mr. Nugent made a motion to confirm the purchase of 416 Barefoot Blvd. via the Neighborhood Revitalization Program. Second by Mr. Brinker. Motion passed unanimously.

Manager's Report

Finance

- **Revised FY22 Assessment Collection Update** – \$3,3,225,293.90 (gross) or 80.1% of the FY22 Budget has been received as of January 11th (see attached for details).

Resident Relations

ARCC Meeting 12/07/2021

- 9 Consent Items – approved
- 8 Other Items – approved
- 1 Old Business - approved

ARCC Meeting 12/21/2021

- 17 Consent Items – approved
- 9 Other Items - 8 – approved 1 – tabled
- 1 Old Business – approved

ARCC Meeting 01/04/2022

- 17 Consent Items – approved
- 10 Other Items – approved
- 1 Old Business – approved

Next ARCC Meeting

- Is scheduled for January 18th at 9am in the Administration Conference Room

VC Meeting 01/14/2022

- 28 cases to be presented

Next VC Meeting

- Is scheduled for January 28^h at 10am in Bldg. D/E



BAREFOOT BAY RECREATION DISTRICT

December Interesting Facts

- 35 Home sales
- 19 Orientations presented
- 29 Residents in attendance

Job Fair Update – 32 persons attended and submitted employment applications for various positions. All applicants received an initial interview with follow-up interviews being scheduled for the top candidates.

Food & Beverage

- Save these dates for the **4th Annual Barefoot by the Lake Festival** on Friday, February 11th, and Saturday February 12th from 11am -9:30pm. Over 40 artisan and food vendors are attending this year along with a line-up of great free music on the festival stage.
- Tickets are on sale now in the Administration Building for “**Greggie and The Jets**” an Elton John Tribute show to be held on March 25, 2022. Tickets are \$25 with theater style seating and a maximum purchase of 4 seats with a valid badge.
- Tickets will go on sale Wednesday, February 2nd at 9am in Building A for the **50/60s Rock ‘N Roll Doo Wop Dance Show** to be held on April 9 in Building A. Tickets are \$20 with round table seating. Up to 8 tickets may be purchased with a valid badge.

For all shows in the Winter Beats series, the doors, and bar open at 5pm and a food menu is available.

Flyers with all the details are posted.

Property Services

- Replaced the drop ceiling in the new CVO office
- Installed lights and completed electrical install for the CVO office
- Replaced 6 outdoor heaters at the Lounge
- Installed more posts on Hawthorne Dr.
- Completed install of 4 HVAC units Per FY21 and FY22 Budgets
- Cleaned out the gutters at Building A
- Installed bollards at the HVAC units behind 2002 and Holy Cannoli
- Installed 3 pallets of mulch around the common grounds
- Repaired the wheel on the gate at the Beach
- Repaired irrigation heads at the Beach
- Repaired loose post at back gate Pool 1
- Replaced rotten wood at the tennis court with wire mesh to keep out the leaves
- Repaired broken sign on Micco and Brown Rd.
- Temporarily repaired sign at the softball field
- Made electrical repairs to the shed at the softball field
- Repaired well pump at the softball field
- Realigned the access gates at Micco and West RV lots
- Replaced security light at the softball field



BAREFOOT BAY RECREATION DISTRICT

- Replaced toilet in the ladies room on #16 Tee
- Removed Christmas decorations on the light poles
- Trimmed various trees around BBRD grounds

Golf-Pro Shop

- Cart Barn Repairs project: awaiting engineering and permitting
- Picnic Area Scoreboard project: in permitting
- January Golf Tournaments (Contact Pro Shop at 664.3174 for details)
 - 15th Sandy LoBello Memorial Veterans Tournament
12:30pm Air Sports Parachute Jumpers will touchdown on the driving range
Benefits: American Legion Post 366 & Veterans Council of BBRD
 - 25th Ladies 18-Holers CTP Tournament
 - 29th Carl Anderson Memorial

General Information

- **Request for Proposals (RFPs)** – The release of two RFPs (one for Pool #3 parking lot paving and one for 19th Hole Kitchen work and two walk in coolers [new exterior unit for 19th Hole and replacement of existing exterior unit at the Lounge]) will be on the January 25th BOT meeting agenda.
- **Building A Renovations Project Update** – As of Friday, January 7th, all work is completed with the exception of reconnecting the fire alarm to the kitchen hood system. Once that final task is completed, the final round of inspections will be requested by the general contractor. A formal ribbon cutting, and grand opening ceremony will be scheduled in the future for residents to be able to tour the new facilities.
- **Beach Restroom Project Update** – Due to a change in land use regulations, the pilings (estimated cost of over \$100,000) are no longer required if the new building is relocated approximately 20 feet towards A1A. BBRD's engineers are currently working on the site plan redesign. Once completed, the following steps will be required to complete the project:
 - Submittal and approval of DEP permit
 - Submittal and approval of County site plan amendment
 - Solicitation of a bids for installation of septic tank and drain field system, relocation of utilities, and preparation of building pad (including inspections by Health Department and Brevard County)
 - Delivery of new building
 - Connection of utilities and final inspections
- **Holiday Closure Notice** – The Administration Building and Falcon Drive complex will be closed on Monday, January 17th in observation of Martin Luther King, Jr. Day.
- **FY23-27 Budget Kick-off Townhall Meeting** – The BOT will host a townhall meeting on Tuesday, January 18th at 7pm in Building D/E to hear from the public regarding their requests and priorities



BAREFOOT BAY RECREATION DISTRICT

for the next five years. Staff should have the CPI number (maximum amount of FY23 assessment increase) at the meeting. Residents may pick up a free paper copy of the meeting agenda which contains a narrative discussion of issues facing BBRD and a list of projects (currently budgeted, planned for funding in future years, nonfunded projects, and new requests) at the Administration Building or download it from www.bbrd.org.

Mr. Morrissey asked for an update on the speeding survey. Mr. Coffey responded that BBRD is on a list for a survey and the last update was that it was 4 months out.

Attorney's Report

Mr. Cary spoke about adding addendums to vendor contract or using tailored contracts from Vose Law Firm. Mr. Repperger went over the matter list that was given to the BOT. He stated that the lease swap between Shaw and CVO shall be completed soon, and he still has not received a response from Stewart Medical Group regarding the ground lease. The violation on 750 Lark has now come into compliance. Mr. Repperger requested for the BOT to make a motion closing case# 829-00018 935 Vireo Drive and case #829-00029 890 Pecan Circle.

Mr. Nugent made motion to approve ratification/closure of case# 829-00018 935 Vireo Drive and case #829-00029 890 Pecan Circle. Second by Mr. Amoss. Motion passed unanimously.

Incidental Trustee Remarks

Mr. Morrissey asked residents for their cooperation in being safe while on the road.

Mr. Amoss welcomed Mr. Brinker to the BOT.

Adjournment

The next regular meeting will be on January 25, 2022, at 7pm in Building D/E.

Mr. Morrissey made a motion to adjourn. Second by Mr. Brinker. Mr. Maino adjourned.

Meeting adjourned at 2:46pm

Hurrol Brinker, Secretary

Stephanie Brown, District Clerk

Barefoot Bay Recreation District

Treasurer's Report

January 25, 2022

Cash Balances in General Fund as of 1/18/22

Petty Cash Total Petty Cash: \$ 2,500.00

Operating Cash in Banks

MB&T Operating Account 530,029.63
Total Operating Accounts: 530,029.63

Interest Bearing Accounts

MB&T Money Market Account 3,151,170.14
SBA Reserve Account 700,053.16
Total Interest Bearing Accounts: 3,851,223.30

Total Cash Balances in General Fund: \$ 4,383,752.93

Total Daily Deposits and Assessments Received for 1/7/22 - 1/18/22

Daily Deposits: \$ 42,894.21
Interest Received: Money Market Account -
Interest Received: SBA Account -
Interest Received: Other Interest -
Golf Revenues 17,128.89
Assessments Received: 181,105.36
Total Deposits Received: \$ 241,128.46

Expenditures for 1/7/22 - 1/18/22

Check Number	Vendor	Description	Check Amount
58388	ABM Landscape & Turf Services	Golf Course & Ball Field Maint. - 1/22	40,123.67
58390	Barefoot Services, Inc	50% Deposit for Golf Course Score Board	7,370.00
58448	Health First Health Plans Inc	Employee Health Insurance: 2/22	29,810.53
58453	MSL, P. A.	Billing #2 Audit FY 2021	10,000.00
58460	Brevard County Supervisor of Elections	Municipal Elections Nov 2, 2021	23,823.38
58465	Keep'n Cool Inc.	AC unit for 937 & 931 Barefoot Blvd	12,315.00
220114a	Florida Department of Revenue	Sales Tax: 12/21	15,368.55

Total Expenditures \$5,000 and above: \$ 138,811.13

Expenditures under \$5,000: \$ 57,850.05

Total Expenditures: \$ 196,661.18

Board of Trustees Meeting Agenda Memo

Date: Tuesday, January 25, 2022
Title: **Acceptance of Donation Request: Bench for Golf Course**
Section & Item: 11.A
Department: Golf
Fiscal Impact: \$777.15
Contact: Ernie Cruz, Golf Manager, John W Coffey, ICMA-CM, Community Manager
Attachments: donation request, Excerpt from Policy Manual
Reviewed by General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Acceptance of a donation request for a bench on the Golf Course.

Background and Summary Information

Per BBRD Policy Manual (since 2015), the party requesting to donate the item must pay BBRD the cost, and staff will procure the donation.

Ms. Paradis and Mr. Trella request to donate a bench in memory of Pete Sexten who died last year. Rule 3.5.1 (for donations) states “no gifts or memorial may be considered until the person has been deceased for more than 90 days.” The donators request the BOT waive this clause in the acceptance of the funds for the bench so they can view the placement of the bench before they go back to their northern home later this spring.

Staff recommends the BOT waive the 90-day clause and accept the donation of \$777.15 from Ms. Paradis and Mr. Trella for a bench on the Golf Course.

ERNIE CRUZ



Barefoot Bay Recreation District
625 Barefoot Boulevard, Building "F"
Barefoot Bay, FL 32976-9233
Phone 772-664-3141
Fax 772-664-1928

Gift and/or Memorial Request Form

In accordance to Item 3.5 Guidelines for Gift or Memorials located in Policy Manual

Donor Information (please list all)		
Name <u>DIANE H. PARADIS / JACK TRELLA</u>		
Street Address <u>1012 BAREFOOT CIRCLE</u>		
Town/Zip <u>BAREFOOT BAY, FL. 32976</u>		
Telephone # <u>(508) 341-8720</u>	Alternate Phone # <u>(508) 612-1513</u>	E-mail address <u>dhp52@hotmail.com</u>
In Memory of <u>PETE SEXTON</u>		
Description of Requested Gift/Memorial, including proposed location (may attach separate sheet)		
<u>Request A memorial Bench, 6' Grey w/ Black Rest</u> <u>Composite w/o ARM RESTS, to be PLACED</u> <u>AT HOLE # 2 AS DISCUSSED WITH ERNIE CRUZ.</u> <u>Engraved on back REST A PETE SEXTON.</u> <u>AND "KEEP THE FAITH"</u>		
Donations: All Donations must be submitted to the District Clerk for purchase by District Staff. Memorials: Barefoot Bay Recreation District will make reasonable efforts to contact the donor or their heirs in advance of the removal of a memorial so that donors may replace the item. However, Barefoot Bay Recreation District will not be held responsible if unable to contact donor prior to removal.		
I acknowledge that I have read and agree to abide by <i>Guidelines for Gift and or Memorials for the Barefoot Bay Recreation District</i>		
Signature of Donor <u><i>Diane Paradis</i></u>		Date <u>Dec. 7, 2021</u>
FOR OFFICE USE ONLY		
Memorial Name:	Date:	
Approved By:	Date Approved:	
Memo:		

Rest
All Capital
Letters



American Recycled Plastic

A Family Owned & Operated Business Since 1989

773 N. Union Grove Rd / Friendsville TN 37737

Ph: 865.738.3439



Black Charcoal

Customer Quote

Client:	Barefoot Bay Recreation District	Quote #:	0111-015
Contact:	Ernie Cruz	Phone:	772-663-0631
From:	Amy	Email:	ecruz@bbrd.org
Item:	Recycled Plastic Custom Bench	Date:	1/11/2022

Products*

Item #	Description & Size	Color	Qty	Ea Price	Extension
BDP6	Deluxe Park Bench 6', Black Legs	Charcoal	1	\$499.00	\$499.00
Custom	Engraving, 3", per character		24	\$4.50	\$108.00
DELFE	Ground Freight*				\$170.15

*Ships in 2 oversized boxes

QUOTE ACCEPTED BY

1/12/2022
DATE

DIANE H. PARADIS
PRINT NAME

[Signature]
SIGN NAME

Order Subtotal Prior to Sales Tax		\$777.15
Sales Tax	TN Locations Only 9.75%	\$0.00
QUOTE TOTAL:		\$777.15

*pricing is based on one single order of item(s) quoted.

Terms & Conditions

Order Type: This is a custom/personalized order and current lead times are 2-4 weeks plus shipping transit time.

Freight/Shipping: Quote is for ups ground delivery, UPS drivers usually deliver to front door only.

Delivery: Items ship boxed, final assembly is required.

Payment Terms: We accept Checks, MC/Visa, Amex and Discover for your convenience.

Notes:

Accept Quote / Place Order

Signature required to accept the above terms & place order: _____

Thank you for the opportunity to present this quote; we look forward to working with you!

Once an order is placed, you will receive an Order Confirmation within 24-48 hrs.



American Recycled Plastic, Inc. / 865.738.3439 / www.itsrecycled.com

18. Any private commercial caterer and/or event planner providing food-related services for any resident or club-hosted meeting or special event, excluding simple food service delivery, shall be required to execute an indemnification and hold harmless agreement in favor of the District related to any food-related services provided.

3.5 Guidelines for Gift and or Memorials for the Barefoot Bay Recreation District¹⁸⁴

All gifts and /or memorials plans must be submitted for review by the Community Manager for compliance with the guidelines below. Those meeting the criteria below may be recommended for acceptance to the Board of Trustees at a regularly scheduled meeting. Acceptance of any memorial or gift meeting the criteria shall be at the discretion of the Board of Trustees. The Board of Trustees reserves the right to decline the acceptance of gifts or memorials due to inappropriateness, restrictions placed upon the gift or memorial and any potential financial or legal liability and for any other reason.

1. No gifts or memorials may be considered until the person has been deceased for more than 90 days.
2. Residents desiring to donate gifts and/or memorials shall work with staff to determine the costs of the memorial or item. The cost of the item will be presented to the donor. BBRD will purchase the item after the resident has paid for the item(s) and assume legal liability for the item.
3. No restrictions can be placed on the use or ownership of the gift or memorial. The BBRD is the sole owner of all gifts and will determine the use of the gift or memorial.
4. The gift or memorial must be deemed appropriate by the Community Manager and the Board of Trustees.
5. The Community Manager must determine all short and long-term costs of all gifts and memorials. These costs shall include the maintenance, repair, upkeep, insurance and/or any other hazards or liability. The placement of any memorial or gift shall not interfere with the maintenance of District facilities.
6. The acceptance, placement, use and removal of gifts and memorials are at the sole discretion of the District.
7. Plaques for all memorials shall not be considered permanent and will be removed at the sole discretion of the District when they deteriorate.

Part 4. Public Records Request Policy

4.0 PURPOSE.¹⁸⁵

Barefoot Bay Recreation District ("BBRD") is committed to the tenets set forth in Chapter 119, Florida Statutes, governing access to public records, also known as Florida's Public Records Act.

The purpose of this Policy is to provide guidelines and procedures for BBRD staff to assure compliance and uniformity with regard to handling of requests for inspection and copies of public records not exempted by state law.

To the extent that any term is not specifically defined herein, the definitions pursuant to Sec. 119.011, F.S. shall apply to any request for public records submitted to BBRD.

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, January 25, 2022

Title: **Selection of RFP Evaluation Committee Member for Pool #3 Parking Lot Paving Project**

Section & Item: 11.B

Department: R&M/Capital Projects

Fiscal Impact: \$75,000 and use of fund balance

Contact: John W Coffey, ICMA-CM, Community Manager

Attachments: Exhibit A RFP 2022-01 combined 026Jan22, Excerpt from Policy Manual

Reviewed by General Counsel: N/A

Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Selection of one Trustee to serve as a voting member on the Request for Proposal (RFP) Evaluation Committee for the Pool #3 Parking Lot Paving project.

Background and Summary Information

The FY22 Budget contains \$75,000 for paving of the Pool #3 parking lot project.

The project consists of the following:

- Design and all required permitting
- Conversion of current parking surface to a traditional asphalt pavement
- Striping of parking spaces
- Installation of plastic wheel stops
- Any other work required by permitting agencies

The *Policy Manual* requires a Request for Proposal (RFP) process to be used for any project anticipated to cost over \$75,000. Additionally, the evaluation committee shall consist of three voting members (one Trustee, one employee from the user department, and one non-employee resident as selected by the Community Manager) plus two non-voting members (Chairman of the BOT and the Community Manager).

The anticipated schedule is listed below:

Order	Task	Date (and Time if applicable)
1	Florida Today Advertisement	January 24, 2022
2	Publication Date	January 26, 2022
3	Advertisement	January 26, 2022 through March 14, 2022
4	Required Pre-Submittal Site Inspection	February 16, 2022 10am-Noon or by appointment (mattgoetz@bbrd.org)
5	Deadline for Written Questions	March 4, 2022
6	Responses/Addendum Issued	January 27, 2022 through March 7, 2022
7	Submission Deadline (RFP close date)	March 14, 2022 (4:30pm) at the Administration Bldg. 625 Barefoot Blvd.
8	RFQ Opening and Evaluation Committee Meeting Date (Discussion & Review)	March 15, 2022 (2:00pm Administration Bldg. 625 Barefoot Blvd.)

9	Evaluation Committee Meeting (interviews, if needed, March 22, 2022 (9:00pm Administration Bldg. 625 otherwise review of proposals and vote to recommend Barefoot Blvd.) award to Board of Trustees)	
10	Board of Trustees award of contract	April 8, 2022 (1:00pm, Bldg. D/E)

Weighted criteria to be used by the evaluation committee to select a recommended vendor shall be as follows:

- Experience and References: 30%
- Start Date and Number of Days of Project: 20%
- Cost Proposal: 50%

Hence, the BOT needs to select one Trustee to serve as a voting member. Afterward, the Community Manager will announce the 5 persons who will serve on the RFP evaluation committee and the start and end dates for the RFP. Said RFP is attached and will be posted to BBRD.org and Demandstar.com.

If the BOT wishes to alter the planned implementation of this project or make changes to the scope of work, the release of the RFP will be postponed until it can be revised according to the wishes of the BOT.



REQUEST FOR PROPOSAL #2022-01 Pool #3 Parking Lot Paving Project

Barefoot Bay Recreation District
Office of the District Clerk
625 Barefoot Blvd.
Barefoot Bay, FL 32976

ISSUE DATE: 01/26/2022

CONTACT: Stephanie Brown, District Clerk
PHONE NUMBER: 772.664.3141
FAX: 772.664.1928
E-MAIL: sbrown@bbrd.org

**PROPOSALS TO BE RECEIVED NO LATER THAN
4:30 PM ON MONDAY, 3/14/2022**

**PROPOSALS WILL BE OPENED AT 2:00PM ON
TUESDAY, 3/15/2022**

TABLE OF CONTENTS

Section I	
Introduction	2
Standard Terms & Conditions and Insurance Requirements.....	2
Specific Contractual Language the Proposer will be bound by if awarded contract for services.....	3
Section II	
Background.....	5
Scope of Work	5
Section III	
RFP Timeline	6
Selection Process	6
Evaluation Process	7
Waiver of Irregularities	8
Proposer Complaints and Disputes.....	8
Criteria.....	8
Section IV	
Required Proposal Content	9
Exhibit A: Parking Lot Picture from Road.....	10
Exhibit B: Parking Lot Aerial Picture.....	11
Exhibit C: Parcel Size and Shape.....	12
Exhibit D: Sample A1A Schedule of Values Form.....	13

SECTION I

INTRODUCTION

Barefoot Bay Recreation District (hereinafter referred to as “BBRD”) is requesting sealed Proposals for “RFP No. 2022-01, Pool #3 Parking Lot Paving Project.”

PROPOSALS DUE DATE & TIME: Monday, March 14, 2022 at 4:30pm. Proposals package shall be mailed or hand-delivered to the Office of the District Clerk, located at the Administration Building, 625 Barefoot Blvd., Barefoot Bay, Florida 32976. Proposals are to be received NO LATER THAN 4:30pm. after which time receipt will officially be closed. Proposals received after the specified time and date will not be accepted. BBRD will not be responsible for mail delays, late or incorrect deliveries. The time/date written on the package by staff in the Administration Building will be the official authority for determining late Proposals.

NOTE: Proposals will not be opened on the same date and time as identified above. The Proposals opening will be conducted by the Evaluation Committee in public at 2pm on, Tuesday, March 15, 2022. The location of the opening will be the Administration Building Conference Room, 625 Barefoot Blvd., Barefoot Bay, FL 32976 (subject to change).

All Proposals must be executed and submitted in a single sealed package. Proposer shall mark Proposals package, “RFP No. 2022-01, Pool #3 Parking Lot Paving Project.” Proposer’s name and return address should be clearly identified on the outside of the package.

Proposer shall submit one complete set with all supporting documentation.

Proposals submitted by facsimile (fax) or electronically via e-mail will NOT be accepted. Submittal of Proposals in response to this Request for Proposals constitutes an offer by the Proposer. Proposals, which do not comply with these requirements, may be rejected at the option of BBRD. It is the Proposer’s responsibility to ensure that submittals are in accordance with all addendums issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from its terms and requirements.

Questions about the meaning or intent of the RFP shall be submitted in writing and directed to The Office of the District Clerk, 625 Barefoot Blvd., Barefoot Bay, FL 32976, Attention: Stephanie Brown, District Clerk. Questions may also be e-mailed to sbrown@bbrd.org. Questions received after March 4, 2022, will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Proposers in submitting their Proposals. Material changes, if any, to the Proposals or procedures will only be transmitted by written addendum as posted on www.bbrd.org.

STANDARD TERMS & CONDITIONS AND INSURANCE REQUIREMENTS

Proposers are responsible for reviewing BBRD’s terms and conditions of RFPs within the BBRD Policy Manual available at <http://bbrd.org/resident-relations> (click on “BBRD Policy Manual” and the file will automatically download to your computer).

SPECIFIC CONTRACTUAL LANGUAGE THE PROPOSER WILL BE BOUND BY IF AWARDED CONTRACT FOR SERVICES

The following is an excerpt of the Barefoot Bay Recreation District (BBRD) *Policy Manual* and not meant to be viewed as the only contractual language to be included in a final contract between BBRD and the successful Proposer.

- **Relationship of Parties/Insurance** *The parties hereby agree and intend that the relationship of Contractor to BBRD is that of an independent contractor. Contractor shall provide a copy of Contractor's Certificate of Liability, Workers Compensation, and Auto Insurance listing Barefoot Bay Recreation District as an additional insured in regard to Liability Insurance.*
- **Indemnity** *The Contractor shall indemnify and hold harmless BBRD and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Contractor agrees to pay, on behalf of the BBRD, the cost of BBRD's legal defense as may be selected by BBRD for all claims described in this paragraph. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge that specific consideration has been exchanged for this provision.*
- **Control of Work** *Contractor shall have sole control of the manner and means of performing the Services described in Paragraph 2 herein, and shall complete said Services by Contractor's own means and methods of work. Nothing in this Agreement will allow BBRD to exercise control or direction over the manner, means, or method by which Contractor provides the Services under this Agreement. Although Contractor shall control the method of performing services as provided herein, Contractor shall perform all work in a timely manner. Contractor shall permit BBRD personnel unlimited access to worksite to inspect quality of work and materials being used.*
- **Warranty** *Contractor provides the following warranties:*
 - *Materials:*
 - *TBD*
 - *Workmanship of installation:*
 - *TBD*
- **Waiver** *No waiver is enforceable unless in writing and signed by such waiving party, and any waiver shall not be construed as a waiver by any other party or as a waiver of any other or subsequent breach.*
- **Amendments** *This Agreement may not be amended or modified unless by the mutual consent of all of the parties hereto in writing. All amendments or modifications shall be attached to this Agreement and made a part thereof.*
- **Indemnification** *Contractor shall indemnify and hold harmless BBRD and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of Contractor, or anyone directly or indirectly employed by Contractor, or*

anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Contractor agrees to pay, on behalf of the BBRD, the cost of BBRD's legal defense as may be selected by BBRD for all claims described in this paragraph. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes, or otherwise provided.

- *BBRD shall indemnify and hold harmless Contractor and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of BBRD, or anyone directly or indirectly employed by BBRD, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, BBRD agrees to pay, on behalf of Contractor, the cost of Contractor's legal defense as may be selected by Contractor for all claims described in this paragraph. Such payment on behalf of Contractor shall be in addition to any and all legal remedies available to Contractor and shall not be considered to be Contractor's exclusive remedy. BBRD agrees that in no event shall Contractor be liable for any consequential, incidental, indirect, exemplary, or special damages, whether in contract or in tort, in any action, in connection with any goods or services provided by Contractor. The parties acknowledge that specific consideration has been exchanged for this provision. This section shall survive the termination of this agreement.*
- **Public Records** *All documents, maps, drawings, data, and worksheets maintained by Contractor for BBRD under this Agreement shall be deemed public records pursuant to Chapter 119, Florida Statutes, and shall be maintained as public records by Contractor. Upon request from the BBRD public records custodian, provide BBRD 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 allowable under Florida Law. Contractor agrees to ensure that public records that are confidential and exempt from disclosure are not disclosed except as authorized by law. Contractor agrees that upon termination of this Agreement, all proprietary interest of BBRD in its business assets, tangible or intangible, including records, files, lists, and information which Contractor deals with or develops during the course of this Agreement shall remain the sole and exclusive property of BBRD, and in no event shall Contractor acquire any interest therein. Contractor agrees that in the event of termination of this Agreement, Contractor shall promptly return at no cost to BBRD all public records documents, forms, contracts, lists, and completed work or work in progress relating to the affairs of BBRD and any personal property of BBRD in Contractor's possession at the time of termination. Notwithstanding the foregoing, and in lieu of transferring public records back to BBRD at the termination of this Agreement, the Auditor may keep and maintain public records in accordance with Florida Law at the time of termination of this Agreement. Upon the transfer of public records from Auditor to BBRD at the time of termination of this Agreement, as provided for herein, duplicate public records that are exempt or confidential shall be destroyed by Auditor at the time of termination. If Auditor keeps and maintains public records upon termination of this agreement, the contractor shall meet all applicable state statutory requirements for retaining public records. Public records maintained by Auditor in an electronic format shall be provided to BBRD in a format that is compatible with the information technology systems of BBRD at the time of termination. All title to supplies, records of any type whatsoever, equipment, and furnishings shall remain the sole property of BBRD.*
 - **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE**

PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 772.664.3141, SBROWN@BBRD.ORG, BAREFOOT BAY RECREATION DISTRICT, 625 BAREFOOT BOULEVARD, BAREFOOT BAY, FL 32976

- **Governing Law, Venue, and Attorney's Fees** *This Agreement shall be governed by the laws of the State of Florida. Any action or legal proceedings to enforce this Agreement or any of its terms, or for indemnification, shall be exclusively brought and prosecuted in an appropriate court of jurisdiction in and for Brevard County, Florida, and the parties to this Agreement consent to the personal jurisdiction and venue of such courts and to the service of process by any manner provided by Florida law. In the event that any legal or equitable action is brought by either party to enforce the terms of this Agreement and/or regarding any work performed pursuant to this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing of such action.*
- **Assignment and Binding Effect** *The rights and obligations of the Contractor under this Agreement are personal. This Agreement may not be assigned or transferred in whole, or in part, by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure for the benefit of the parties hereto and their respective heirs and permitted successors and/or assigns.*
- **Severability** *This Agreement shall be construed to be valid and enforceable to the fullest extent allowed by applicable law. The invalidity or unenforceability of any term, sentence, or provision of this Agreement shall not affect the validity or enforceability of any other term, sentence or provision of this Agreement, which shall remain in full force and effect.*
- **Consents and Authorizations** *By the execution of this Agreement, each party acknowledges and agrees that each such party has the full right, power, legal capacity, and authority to enter into this Agreement, and the same constitutes the valid and legally binding agreement of each such party in accordance with the terms, conditions, and other provisions contained herein.*

SECTION II

Background

Pool #3 at 1344 Gardenia Drive, Barefoot Bay, FL 32976 historically had a grass parking lot. In the 2005-2010 era, asphalt millings were laid creating the current surface (see Exhibit A) The natural slope of the land is toward the road. The approximate size of the current parking surface is 74ft. x 136ft. (see Exhibit B). A drainage ditch runs behind the pool which is the conveyance for stormwater from local roads. There is not currently any form of water retention for the parking lot. Total acreage of the parcel is 1.52 acres as indicated in Exhibit C. The Board of Trustees (governing body of the independent special district form of local government) desires to construct a standard asphalt paved parking lot to replace the asphalt millings parking lot.

SCOPE OF WORK

The successful proposer will be responsible to obtain all required engineering and applicable permits for the project. A generalized summary of the project includes the following:

- Design and all required permitting
- Conversion of current parking surface to a traditional asphalt pavement
- Striping of parking spaces

- Installation of plastic wheel stops
(<https://www.uline.com/Product/ProductDetailRootItem?modelnumber=H-2309> or an equivalent)
- Any other work required by permitting agencies

A performance bond is not required to be included in the proposal.

SECTION III

REQUEST FOR PROPOSALS TIMELINE

The anticipated schedule for this RFP is as follows:

Order	Task	Date (and Time if applicable)
1	Florida Today Advertisement	January 24, 2022
2	Publication Date	January 26, 2022
3	Advertisement	January 26, 2022 through March 14, 2022
4	Required Pre-Submittal Site Inspection	February 16, 2022 10am-Noon or by appointment (mattgoetz@bbrd.org)
5	Deadline for Written Questions	March 4, 2022
6	Responses/Addendum Issued	January 27, 2022 through March 7, 2022
7	Submission Deadline (RFP close date)	March 14, 2022 (4:30pm) at the Administration Bldg. 625 Barefoot Blvd.
8	RFQ Opening and Evaluation Committee Meeting Date (Discussion & Review)	March 15, 2022 (2:00pm Administration Bldg. 625 Barefoot Blvd.)
9	Evaluation Committee Meeting (interviews, if needed, otherwise review of proposals and vote to recommend award to Board of Trustees)	March 22, 2022 (9:00pm Administration Bldg. 625 Barefoot Blvd.)
10	Board of Trustees award of contract	April 8, 2022 (1:00pm, Bldg. D/E)

SELECTION PROCESS

An Evaluation Committee, identified by the Community Manager prior to issuance of the RFP, shall review all responses to the RFP. The Board of Trustees shall be advised of the membership of the committee at the time of the issuance of the RFP.

Members of the Evaluation Committee shall consist of at least one (1) user department representative, one (1) Board member, and one (1) third-party non-employee resident chosen at the discretion of the Community Manager. The Community Manager and Board of Trustees Chairman shall serve on the committee as non-voting members.

The Evaluation Committee meetings are subject to Florida's Sunshine Law; and therefore, public notice of the intended meeting of the committee must be posted in advance to allow for the provision of any special accommodation needs of any attendees. Evaluation Committee members should not conduct, with another voting committee member, any discussion related to the proposals received except during public meetings. A memorandum explaining the evaluation process and committee member responsibilities will be provided to each committee member prior to any meeting.

Oral Interviews (If Requested)

BBRD may choose to conduct oral interviews with one or more of the Proposers. If BBRD chooses to allow oral interviews, such interviews will be open to the public. If oral interviews are held the following guidelines will be used:

- BBRD's Office of the District Clerk will advertise the meeting place, date, and time at least seven (7) calendar days in advance. The specific format of the interviews will be established by the evaluation committee and will be provided to Proposers with the notifications.
- BBRD will allot equal time per each Proposer, divided into three sequential parts: formal presentations, questions and answers, and discussion by Evaluation Committee.

Evaluation Committee Final Ranking and Recommendation to the Board of Trustees

After the interviews are completed, the Evaluation Committee will re-score all Proposals to determine a final ranking of Proposers considered most capable of performing the required service in the best interest of BBRD.

Board of Trustees Award of Final Contract

Staff anticipates on April 8, 2022, or at a later meeting, the Board of Trustees will consider an agenda item regarding the award of a contract. The Board of Trustees has the final authority to award a contract. Once the BOT awards a contract, a formal contract will be drafted by BBRD for signatures of the BOT Chairman and representative of the successful Proposer.

EVALUATION PROCESS

All proposals will be subject to a review and evaluation process. It is the intent of BBRD that all Proposers responding to this RFP will be ranked in accordance with the criteria established in these documents. BBRD will consider all responsive and responsible submittals received in its evaluation and award process. Incomplete proposals may be disqualified by the Evaluation Committee.

Submittals shall include all the information solicited in this RFP and any additional data that the Proposer deems pertinent to the understanding and evaluation of the Proposals. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each submittal will be ranked based on the criteria herein addressed.

An adjective-based scoring system shall be applied to the non-price factors throughout the evaluation process for the evaluation of the written responses and the interviews (if requested). A score of 0 is the least favorable and a score of 10 is the most favorable in all sections.

The Proposer's response will be scored by Committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsive to the requirement.
- 1-3 = Below Minimum Standards: Responsive to the requirement but below acceptable standards.
- 4-6 = Marginal: Minimal acceptable performance standards and responsive to the requirement.
- 7-8 = Satisfactory: Above minimum performance, effective and responsive to the requirement.
- 9-10 = Exceeds expectations for effectiveness and responsiveness to the requirement.

NOTE: The Committee member's score will be multiplied by the "weighted value" assigned to the different sections listed under Criteria equals the total score for that section. (EXAMPLE: ranking score of 8 multiplied by the weight of 30% equals 2.4 points).

Proposals will be evaluated by the Evaluation Committee and scored based on the criteria on the following page.

WAIVER OF IRREGULARITIES:

The Board of Trustees shall have the authority to waive irregularities in any and all formal sealed proposals.

PROPOSER COMPLAINTS & DISPUTES (PROTESTS):

Barefoot Bay Recreation District encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the procedures can be found on page 19 of the *Policy Manual* located at <http://bbrd.org/resident-relations> (click on “BBRD Policy Manual” and the file will automatically download to your computer).

CRITERIA

Proposals shall be evaluated based on the following information. Proposers are encouraged to use the last page of this RFP as part of their submittal or they may provide the information in a different format. Proposals lacking all desired information may be disqualified by the RFP committee.

Experience and References: (30% X ____ ranking = maximum ____ points)

- a) Number of years company has worked in Brevard County
- b) Number of years company has worked in Brevard County
- c) A listing of sub-contractors (name, address, and contact number) who will work on the project, including engineers/design professionals
- d) A listing of comparable client references that are applicable to the scope of work outlined in this RFP, (i.e., client name, address, telephone number, contact person, description, size of the project, and contract amount)
- e) If firm is currently, or has previously provided services for BBRD, please provide an itemized list of these projects to include contact person, type of work provided, and the contract amount

Start Date and Number of Days of Project (20% X ____ ranking = maximum ____ points)

Due to the seasonal nature of BBRD, as early a construction start date as possible is desired. Preference will be given to proposals with the earliest start dates and the shortest number of days of work.

Cost Proposal: (50% X ____ ranking = maximum ____ points)

Cost proposal shall be segregated per the 3 elements of Section II (Scope of Work) and each element shall be broken out by type of work with unit costs, amount of and brand name of materials to be used. The AIA schedule of values document (see Exhibit D for sample) shall be submitted with the proposal as the primary means of the listing of unit costs, amount of and brand name of materials to be used. Proposers may submit an additional cost summary document, but proposers not submitting a detailed A1A schedule of values cost proposal may be disqualified.

Warranty information shall be included under the “comments” sections where appropriate.

SECTION IV**REQUEST FOR PROPOSAL #2022-01
Pool #3 Parking Lot Paving Project****Contact Information**

Company Name: _____

Address: _____

Point of Contact (name): _____

Telephone Number: _____

E-mail Address: _____

Person authorized to submit proposal (name and title): _____

Signature of person listed immediately above: _____

Date: _____

Experience and References

Number of years company has worked in Brevard County: _____

Number of years company has worked in Florida: _____

Sub-contractors to be used on project (name, address, telephone number):

References (name of project, company name, address, telephone number):

Prior work for Barefoot Bay Recreation District:

Anticipated start date and number of days of the project

Permit application date: _____

Date of commencement of work: _____

Number of workdays (excluding weekends): _____

Exhibit A (25Jan22 BOT Meeting Agenda item)
Exhibit A: Parking Lot view from Road

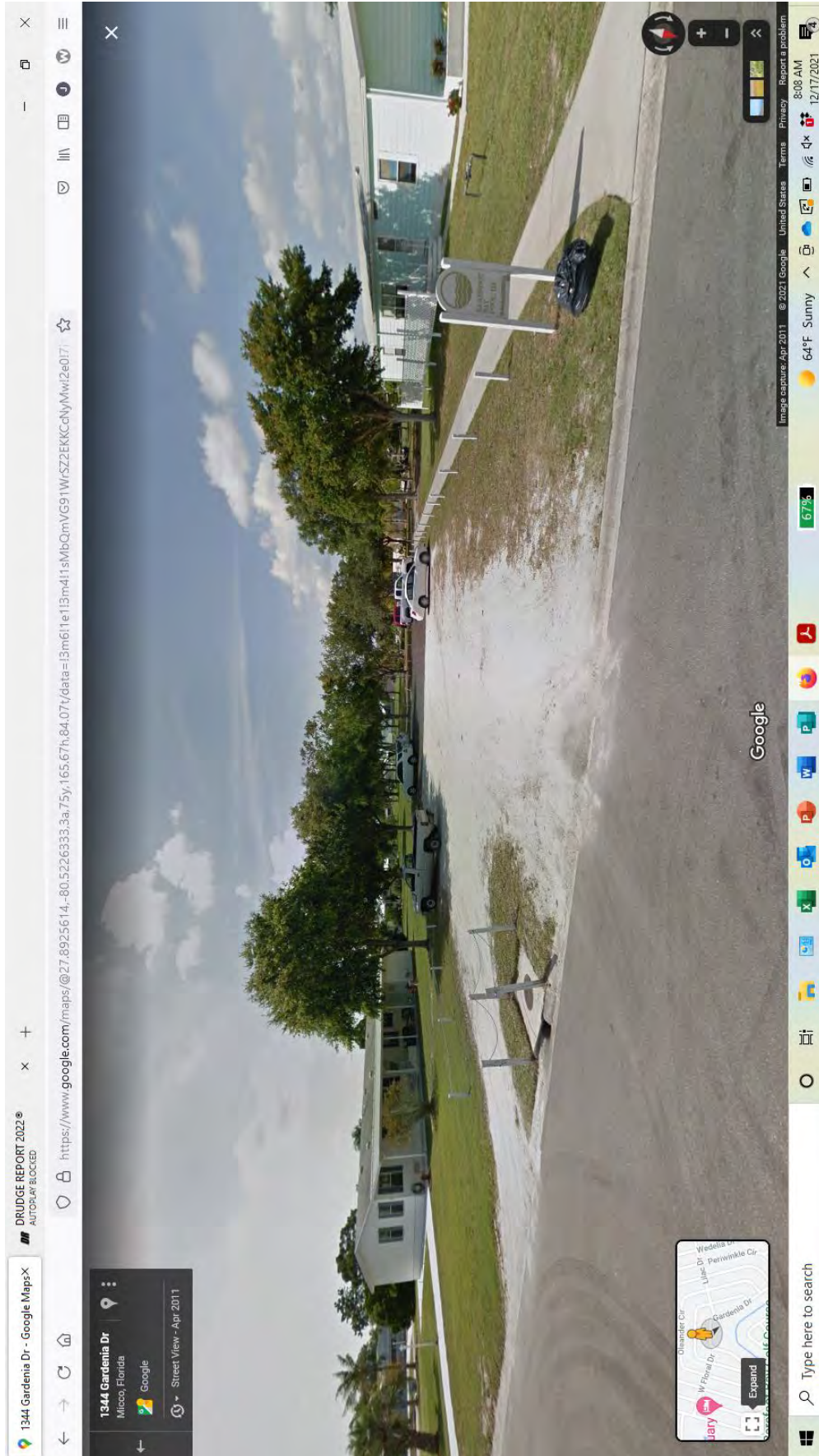


Exhibit A (25Jan22 BOT Meeting Agenda item)
Exhibit B: Parking Lot aerial picture



Exhibit A (25Jan22 BOT Meeting Agenda item)
Exhibit C: Parcel Shape and Size

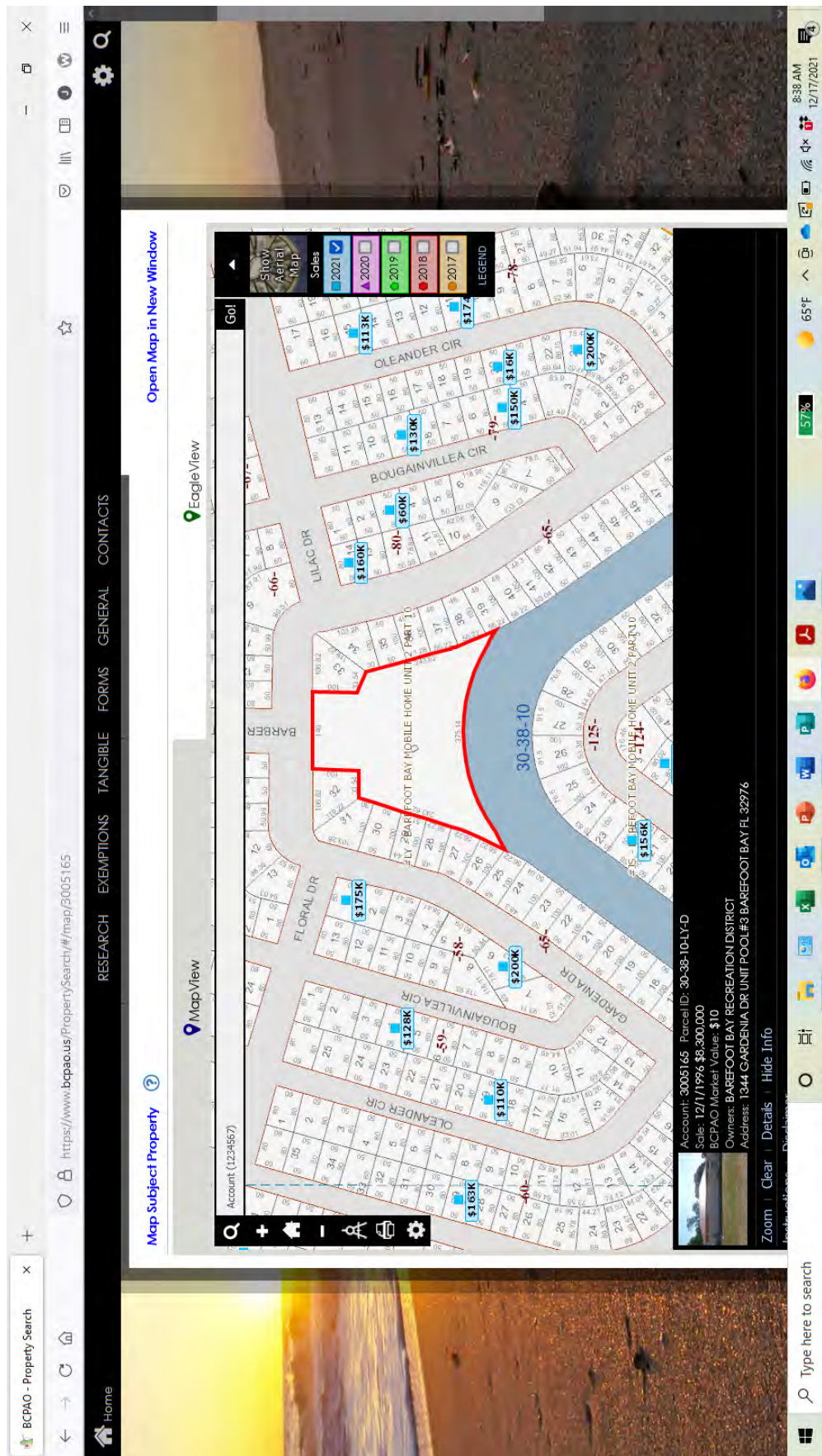


Exhibit D
Exhibit A (25Jan22 BOT Meeting Agenda item)

Sample A1A Schedule of Values Form

CONTINUATION SHEET

SCHEDULE of VALUES

Page of Pages

APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Subcontractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

CONTRACTOR:

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

PROJECT NAME:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D or E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G divided by C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	General Conditions	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
2	Sitework	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
3	Fencing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
4	Landscape & Irrigation	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
5	Concrete - Slab	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
6	Concrete Parking & Walks	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
7	Masonry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
8	Structural Steel	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
9	Rough Carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
10	Siding Carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
11	Wood Trusses	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
12	Materials	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
13	Finish carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
14	Cabinets	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
15	Counter Allowance	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
16	Roofing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
17	Int. & Ext. Insulation	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
18	Doors & Hardware	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
19	Wiindows	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
20	Stucco	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
20	Drywall	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
21	Acoustical Ceiling	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
22	Floorcovering	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
23	Painting	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
24	Specialties	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
25	Plumbing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	HVAC	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	Electric	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	Phone & Electric Service Allowance	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	OH & Profit	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
1	C.O. #1	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
2	C.O. #2	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
COLUMN TOTALS		0.00	0.00	0.00		\$ -	#DIV/0!	\$ -	

The Chairman of the NRP BOT Sub-Committee shall be authorized to sign any proposed contracts for sale of BBRD owned properties acquired through the NRP (as recommended by the Community Manager or designee). Once a property is under contract for sale, the transaction shall be placed on the next regularly scheduled BOT meeting agenda for confirmation.

Any proceeds from sale of properties acquired through the NRP shall be added back into the NRP expenditure account via a budget amendment at the next available meeting after receipt of proceeds for said sale.

Unacceptable Purchasing Practices

The following practices are prohibited:

1. Purchase of a product or service prior to obtaining an approved purchase order.
2. Splitting purchase orders into smaller amounts for the purpose of avoiding the need for quotations, or formal bidding.
3. Specifying a purchase as a sole source when other sources, or substitute products or services are available.
4. Miscoding purchases to accounts in order to avoid having to process a budget transfer.

2.14 FORMAL SEALED BIDS (FOR PURCHASES OF ~~\$50,000~~75,000.00 OR MORE)³⁹

Competitive Procurements Process For Formal Bids

Formal bids are written documents issued by the Department Heads, and approved by the Community Manager, inviting potential contractors to submit sealed, written pricing for specific goods or services in conformance with specifications, terms, conditions and other requirements described in the bid invitation documents. Formal bids shall be utilized to document procurements of goods and contractual services with an aggregate cost of ~~\$50,000~~75,000.00 or more.

Request for Proposals or Request for Qualifications (RFP's, RFQ's) are written documents issued by the Department Heads and approved by the Community Manager, inviting potential vendors to submit sealed proposals for specific professional services or goods in conformance with the scope of services, terms, conditions and other requirements described the RFP documents. RFP's are utilized for procurements of professional services or goods with an aggregate cost of ~~\$50,000~~75,000.00 or more. At the time of publication of the RFP/RFQ a copy shall be furnished to each member of the Board of Trustees.

RFQ's/RFP's for engineers/consultants will follow Sec. 287.055 F. S.

Request for Proposals/Qualifications. RFQ's/RFP's shall be publicly advertised as provided by law or otherwise.

Specific Procedures for Formal Sealed Bids/Quotes

Bids/Quotes shall be opened in public at the date, time and place stated in the public notices. No bids shall be accepted after the time and date or at any location other than that designated for bid opening. Bids received late will be returned unopened. All quotes/bids received and accepted will be made available for public inspection ten (10) days after opening or upon recommendation of award, whichever occurs first as per Sec. 119.07 (3) (m), F.S.

A tabulation of all formal sealed bids/quotes received with the recommended award(s) will be available for public inspection in the main offices of the District during regular business hours no

later than (3) business days after a public opening. Vendors filing protest of award must do so as per the section titled, "Vendor Complaints and Disputes."

Award of Bids

For formal sealed bids/quotes, the user department shall submit a recommendation of award to the Community Manager prior to final award. On all procurements, to determine the lowest responsive and qualified quoter/bidder, the following will be considered:

1. The ability, capacity, equipment, and skill of the quoter/bidder to perform the contract
2. Whether the quoter/bidder can perform the contract within the time specified, without delay or interference
3. The character, integrity, reputation, judgment, experience and efficiency of the quoter/bidder
4. The quality of performance on previous contracts
5. The previous and existing compliance by the quoter/bidder with laws and ordinances relating to the contract
6. The sufficiency of the financial resources to perform the contract to provide the service
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required
8. The ability of the quoter/bidder to provide future maintenance and service
9. The number and scope of conditions attached to the quote/bid

Waiver of Irregularities

The Board of Trustees shall have the authority to waive irregularities in any and all formal sealed quote/bids.

Evaluation Committee

An evaluation Committee, identified by the Community Manager prior to issuance of the RFP or RFQ, shall review all responses to the RFP or RFQ. The Board shall be advised of the membership of the committee at the time of the issuance of the RFP or RFQ.⁴⁰

Members of the Evaluation Committee shall consist of at least one (1) user department representative, one (1) Board member, and one (1) third-party non-employee resident chosen at the discretion of the Community Manager. The Community Manager and Board Chairman shall serve on the committee as non-voting members.⁴¹

The Committee should consist of an odd number of people to avoid a tie when selecting the awarded vendor. Selection committee meetings are subject to Sunshine Law; and therefore, public notice of the intended meeting of the committee must be posted in advance to allow for the provision of any special accommodation needs of any attendees. Committee members should not conduct, with another voting committee member, any discussion related to the proposals received except during public meetings. A memorandum explaining the evaluation process and committee member responsibilities will be provided to each committee member prior to any meeting.

The user department, in conjunction with the Community Manager shall select evaluation criteria (to include price whenever possible). Such criteria must be stated in the RFP. The user department may also assign a weight to each criterion by its relative importance, with the total weights equal to 100. If used, these weights will be assigned prior to issuance of the solicitation but may or may not be published in the solicitation. If unpublished, the weights will be revealed at the opening of the RFP unless otherwise directed within the RFP. If weights are not assigned, the RFP shall set for the relative importance of the factors in addition to price that will be considered in award. The intent of which is to provide a complete understanding on the part of all competitors of the basis upon which award will be made.

The user department/Community Manager shall issue and receive the RFP proposals. Committee members shall review the received proposals and independently score each proposal for each criterion. Price will be objectively scored, as shown, when applicable.

The lowest priced proposal receives the maximum weighted score for the price criteria. The other proposals should receive a percentage of the weighted score based on the percentage differential between the lowest proposal and the other proposals. All weighted scores are then multiplied by the maximum score available (i.e. 45%) to determine the total percentage awarded.

<u>VENDOR PRICE</u>	<u>% AWARDED</u>	<u>X</u>	<u>WEIGHT</u>		<u>WEIGHTED SCORE</u>
A \$20,000	(100 %)	X	45%	=	45
B \$25,000	(80%)	X	45%	=	36
C \$28,000	(71%)	X	45%	=	31

*Vendor B's percentage is $\$20,000/\$25,000 = 80\%$

** Vendor C's percentage is $\$20,000/\$28,000 = 71\%$

NOTE: Weighted Score shall be rounded to nearest whole number price evaluation and calculation may be revised to conform to the needs for each individual RFP selection committee. Each committee member shall then rank each vendor's score. A scoring sheet (Exhibit A) shall be completed by each voting committee member. The rankings are then added for each vendor and the vendor with the lowest sum of collective rankings is recommended for award. A ranking sheet (Exhibit B) compiling the ranking of each proposal shall be completed by the Community Manager and posted with the scoring sheets.

If oral presentations are requested and the vendors short-listed, the original rankings are eliminated and the process begins again. At a minimum, three (3) vendors should be short-listed. A summary of total scores and rankings will be prepared for the vendors after all members of the evaluation committee have reviewed and evaluated the written and, if required, oral presentations. A copy of all evaluation forms and notes completed by each evaluator must be maintained by the Community Manager for review and audit records. The Community Manager will prepare an agenda item for Board approval of the recommended award.

If fewer than three sealed and qualified proposals are received by the Evaluation Committee, by a majority vote the Evaluation Committee may request the Community Manager to seek non-sealed bids for comparative analysis or forward their recommendation for award of contract or (in the case of a RFQ) their recommended ranking order for staff to negotiate a contract to the Board of Trustees for their consideration.⁴²

Vendor Complaints & Disputes (Protests)

Barefoot Bay Recreation District encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

1. *Posting of Bid/RFP Award Notices*

No later than three (3) business days after a bid opening the Community or his/her designee shall post the intended award recommendation. If after posting the tabulation, the highest ranked vendor is found non-responsive to the specifications, the next highest vendor shall be

the intended award recommendation. The time for filing a protest will begin on the date of the notice of posting of intended award.

2. *Posting of Formal Sealed Proposals*

No later than three (3) business days after the selection committee recommendations are finalized the Community Manager or his/her designee shall post the selection committee's rankings and recommended award for proposals.

3. *Proceedings for Protest of Award*

Any bidder, quoter, or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Community Manager within five (5) business days of the posted award recommendation. The formal written protest shall reference the bid/quote/proposal number and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought. The Community Manager shall schedule the protest to be heard before the Board of Trustees prior to the Board's consideration of the intended award. The intended award vendor shall be given notice and an opportunity to be heard during the protest hearing. The Board of Trustees shall have the sole discretion to reverse any intended award on the basis of a protest; to require re-evaluation by the selection committee, or to take any other action as determined by the Board to be appropriate and responsive to the protest.

4. *Stay of Procurement During Protests*

Failure to observe any or all of the above procedures shall constitute a waiver of the right to protest a contract award. In the event of a timely protest under the procedure, the District shall not proceed further with solicitation or with the award until a protest is resolved.

PART THREE. GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

3.0 GENERAL

Definitions:

As used in these rules, the following terms shall have the following meanings:

"Amenity" shall mean something, such as a swimming pool or shopping center that is intended to make life more pleasant or comfortable for the people in a community.

"Associate Golf Membership" shall mean a golf membership that is available to non-residents of Barefoot Bay.

"Board" shall mean the Board of Trustee(s) of the Barefoot Bay Recreation District.

"BFBHOA" shall mean the Barefoot Bay Home Owners' Association.

"Cause" shall mean a violation of the rules or a violation of State, Local, or Federal law.

"Club or Social Club" shall mean a Club or Organization consisting of a majority of members who are residents of the Barefoot Bay Recreation District. Certified organizations intended to benefit Veterans or their families are not considered to be "clubs or social clubs."

"Delinquent" shall mean any fee or charge which is not paid by the defined date.

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, January 25, 2022

Title: **Selection of RFP Evaluation Committee Member for 19th Hole Kitchen Renovations and (2) Walk in Coolers Project**

Section & Item: 11.C

Department: R&M/Capital Projects

Fiscal Impact: \$184,562

Contact: Kathy Mendes, Food & Beverage Manager, John W Coffey, ICMA-CM, Community Manager

Attachments: Exhibit A Combined RFP 19th Hole Kitchen Renovations and Walk in coolers RFP 26Jan22, Excerpt from Policy Manual

Reviewed by

General Counsel: N/A

Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Selection of one Trustee to serve as a voting member on the Request for Proposal (RFP) Evaluation Committee for the 19th Hole Kitchen Renovations and (2) Walk in Coolers project.

Background and Summary Information

The FY22 Budget contains \$184,562 for the 19th Hole Kitchen Renovations and (2) Walk in Coolers project (one at the 19th Hole and replacement of one at the Lounge).

The project consists of the following:

- Design and all required permitting
- 19th Hole
 1. Removal of existing Hood system, patching of roof, and restoration of interior ceiling system
 2. Installation of new stove/oven and hood system
 3. Installation of exterior walk in cooler and all required site alterations, and utility deconflctions
- Lounge
 1. Demolition and removal of existing walk in cooler
 2. Site work and installation of new walk in cooler
- Any other work required by permitting agencies

The *Policy Manual* requires a Request for Proposal (RFP) process be used for any project anticipated to cost over \$75,000. Additionally, the evaluation committee shall consist of three voting members (one Trustee, one employee from the user department and one non-employee resident as selected by the Community Manager) plus two non-voting members (Chairman of the BOT and the Community Manager).

The anticipated schedule is as follows:

Order	Task	Date (and Time if applicable)
1	Florida Today Advertisement	January 24, 2022
2	Publication Date	January 26, 2022
3	Advertisement	January 26, 2022 through March 7, 2022
4	Required Pre-Submittal Site Inspection	February 8, 2022, 10am-Noon or by appointment (kathymendes@bbrd.org)

5	Deadline for Written Questions	February 25, 2022
6	Responses/Addendum Issued	January 27, 2022 through February 28, 2022
7	Submission Deadline (RFP close date)	March 7, 2022 (4:30pm) at the Administration Bldg. 625 Barefoot Blvd.
8	RFQ Opening and Evaluation Committee Meeting Date (Discussion & Review)	March 8, 2022 (2:00pm Administration Bldg. 625 Barefoot Blvd.)
9	Evaluation Committee Meeting (interviews, if needed, otherwise review of proposals and vote to recommend award to Board of Trustees)	March 17, 2022 (9:00am Administration Bldg. 625 Barefoot Blvd.)
10	Board of Trustees award of contract	April 8, 2022 (1:00pm, Bldg. D/E)

Weighted criteria to be used by the evaluation committee to select a recommended vendor shall be as follows:

- Experience and References: 30%
- Start Date and Number of Days of Project: 20%
- Cost Proposal: 50%

Hence, the BOT needs to select one Trustee to serve as a voting member. Afterwards, the Community Manager will announce the 5 persons who will serve on the RFP evaluation committee and the start and end dates for the RFP. Said RFP is attached and will be posted to BBRD.org and Demandstar.com.

If the BOT wishes to alter the planned implementation of this project or make changes to the scope of work, the release of the RFP will be postponed until it can be revised according to the wishes of the BOT.



REQUEST FOR PROPOSAL #2022-02 19th Hole Kitchen Renovations and (2) Walk in Coolers Project

Barefoot Bay Recreation District
Office of the District Clerk
625 Barefoot Blvd.
Barefoot Bay, FL 32976

ISSUE DATE: 01/26/2022

CONTACT: Stephanie Brown, District Clerk
PHONE NUMBER: 772.664.3141
FAX: 772.664.1928
E-MAIL: sbrown@bbrd.org

**PROPOSALS TO BE RECEIVED NO LATER THAN
4:30 PM ON MONDAY, 3/7/2022**

**PROPOSALS WILL BE OPENED AT 2:00PM ON
TUESDAY, 3/8/2022**

TABLE OF CONTENTS

Section I	
Introduction	2
Standard Terms & Conditions and Insurance Requirements.....	2
Specific Contractual Language the Proposer will be bound by if awarded contract for services.....	3
Section II	
Background.....	5
Scope of Work	5
Section III	
RFP Timeline	6
Selection Process	7
Evaluation Process	7
Waiver of Irregularities	8
Proposer Complaints and Disputes.....	8
Criteria.....	8
Section IV	
Required Proposal Content	10

SECTION I

INTRODUCTION

Barefoot Bay Recreation District (hereinafter referred to as “BBRD”) is requesting sealed Proposals for **“RFP No. 2022-02, 19th Hole Kitchen Renovations and (2) Walk in Coolers Project.”**

PROPOSALS DUE DATE & TIME: Monday, March 7, 2022 at 4:30pm. Proposals package shall be mailed or hand-delivered to the Office of the District Clerk, located at the Administration Building, 625 Barefoot Blvd., Barefoot Bay, Florida 32976. Proposals are to be received NO LATER THAN 4:30pm. after which time receipt will officially be closed. Proposals received after the specified time and date will not be accepted. BBRD will not be responsible for mail delays, late or incorrect deliveries. The time/date written on the package by staff in the Administration Building will be the official authority for determining late Proposals.

NOTE: Proposals will not be opened on the same date and time as identified above. The Proposals opening will be conducted by the Evaluation Committee in public at 2pm on, Tuesday, March 8, 2022. The location of the opening will be the Administration Building Conference Room, 625 Barefoot Blvd., Barefoot Bay, FL 32976 (subject to change).

All Proposals must be executed and submitted in a single sealed package. Proposer shall mark Proposals package, **“RFP No. 2022-02, 19th Hole Kitchen Renovations and (2) Walk in Coolers Project.”** Proposer’s name and return address should be clearly identified on the outside of the package.

Proposer shall submit one complete set with all supporting documentation. Proposals not including all aspects of the requested work may be disqualified by the evaluation committee.

Proposals submitted by facsimile (fax) or electronically via e-mail will NOT be accepted. Submittal of Proposals in response to this Request for Proposals constitutes an offer by the Proposer. Proposals, which do not comply with these requirements, may be rejected at the option of BBRD. It is the Proposer’s responsibility to ensure that submittals are in accordance with all addendums issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from its terms and requirements.

Questions about the meaning or intent of the RFP shall be submitted in writing and directed to The Office of the District Clerk, 625 Barefoot Blvd., Barefoot Bay, FL 32976, Attention: Stephanie Brown, District Clerk. Questions may also be e-mailed to sbrown@bbrd.org. Questions received after February 25, 2022, will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Proposers in submitting their Proposals. Material changes, if any, to the Proposals or procedures will only be transmitted by written addendum as posted on www.bbrd.org.

STANDARD TERMS & CONDITIONS AND INSURANCE REQUIREMENTS

Proposers are responsible for reviewing BBRD’s terms and conditions of RFPs within the BBRD Policy Manual available at <http://bbrd.org/resident-relations> (click on “BBRD Policy Manual” and the file will automatically download to your computer).

SPECIFIC CONTRACTUAL LANGUAGE THE PROPOSER WILL BE BOUND BY IF AWARDED CONTRACT FOR SERVICES

The following is an excerpt of the Barefoot Bay Recreation District (BBRD) *Policy Manual* and not meant to be viewed as the only contractual language to be included in a final contract between BBRD and the successful Proposer.

- **Relationship of Parties/Insurance** *The parties hereby agree and intend that the relationship of Contractor to BBRD is that of an independent contractor. Contractor shall provide a copy of Contractor's Certificate of Liability, Workers Compensation, and Auto Insurance listing Barefoot Bay Recreation District as an additional insured in regard to Liability Insurance.*
- **Indemnity** *The Contractor shall indemnify and hold harmless BBRD and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Contractor agrees to pay, on behalf of the BBRD, the cost of BBRD's legal defense as may be selected by BBRD for all claims described in this paragraph. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge that specific consideration has been exchanged for this provision.*
- **Control of Work** *Contractor shall have sole control of the manner and means of performing the Services described in Paragraph 2 herein, and shall complete said Services by Contractor's own means and methods of work. Nothing in this Agreement will allow BBRD to exercise control or direction over the manner, means, or method by which Contractor provides the Services under this Agreement. Although Contractor shall control the method of performing services as provided herein, Contractor shall perform all work in a timely manner. Contractor shall permit BBRD personnel unlimited access to worksite to inspect quality of work and materials being used.*
- **Warranty** *Contractor provides the following warranties:*
 - *Materials:*
 - *TBD*
 - *Workmanship of installation:*
 - *TBD*
- **Waiver** *No waiver is enforceable unless in writing and signed by such waiving party, and any waiver shall not be construed as a waiver by any other party or as a waiver of any other or subsequent breach.*
- **Amendments** *This Agreement may not be amended or modified unless by the mutual consent of all of the parties hereto in writing. All amendments or modifications shall be attached to this Agreement and made a part thereof.*
- **Indemnification** *Contractor shall indemnify and hold harmless BBRD and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of Contractor, or anyone directly or indirectly employed by Contractor, or*

anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Contractor agrees to pay, on behalf of the BBRD, the cost of BBRD's legal defense as may be selected by BBRD for all claims described in this paragraph. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes, or otherwise provided.

- BBRD shall indemnify and hold harmless Contractor and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of BBRD, or anyone directly or indirectly employed by BBRD, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, BBRD agrees to pay, on behalf of Contractor, the cost of Contractor's legal defense as may be selected by Contractor for all claims described in this paragraph. Such payment on behalf of Contractor shall be in addition to any and all legal remedies available to Contractor and shall not be considered to be Contractor's exclusive remedy. BBRD agrees that in no event shall Contractor be liable for any consequential, incidental, indirect, exemplary, or special damages, whether in contract or in tort, in any action, in connection with any goods or services provided by Contractor. The parties acknowledge that specific consideration has been exchanged for this provision. This section shall survive the termination of this agreement.
- **Public Records** All documents, maps, drawings, data, and worksheets maintained by Contractor for BBRD under this Agreement shall be deemed public records pursuant to Chapter 119, Florida Statutes, and shall be maintained as public records by Contractor. Upon request from the BBRD public records custodian, provide BBRD 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 allowable under Florida Law. Contractor agrees to ensure that public records that are confidential and exempt from disclosure are not disclosed except as authorized by law. Contractor agrees that upon termination of this Agreement, all proprietary interest of BBRD in its business assets, tangible or intangible, including records, files, lists, and information which Contractor deals with or develops during the course of this Agreement shall remain the sole and exclusive property of BBRD, and in no event shall Contractor acquire any interest therein. Contractor agrees that in the event of termination of this Agreement, Contractor shall promptly return at no cost to BBRD all public records documents, forms, contracts, lists, and completed work or work in progress relating to the affairs of BBRD and any personal property of BBRD in Contractor's possession at the time of termination. Notwithstanding the foregoing, and in lieu of transferring public records back to BBRD at the termination of this Agreement, the Auditor may keep and maintain public records in accordance with Florida Law at the time of termination of this Agreement. Upon the transfer of public records from Auditor to BBRD at the time of termination of this Agreement, as provided for herein, duplicate public records that are exempt or confidential shall be destroyed by Auditor at the time of termination. If Auditor keeps and maintains public records upon termination of this agreement, the contractor shall meet all applicable state statutory requirements for retaining public records. Public records maintained by Auditor in an electronic format shall be provided to BBRD in a format that is compatible with the information technology systems of BBRD at the time of termination. All title to supplies, records of any type whatsoever, equipment, and furnishings shall remain the sole property of BBRD.
 - **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE**

PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 772.664.3141, SBROWN@BBRD.ORG, BAREFOOT BAY RECREATION DISTRICT, 625 BAREFOOT BOULEVARD, BAREFOOT BAY, FL 32976

- **Governing Law, Venue, and Attorney's Fees** *This Agreement shall be governed by the laws of the State of Florida. Any action or legal proceedings to enforce this Agreement or any of its terms, or for indemnification, shall be exclusively brought and prosecuted in an appropriate court of jurisdiction in and for Brevard County, Florida, and the parties to this Agreement consent to the personal jurisdiction and venue of such courts and to the service of process by any manner provided by Florida law. In the event that any legal or equitable action is brought by either party to enforce the terms of this Agreement and/or regarding any work performed pursuant to this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing of such action.*
- **Assignment and Binding Effect** *The rights and obligations of the Contractor under this Agreement are personal. This Agreement may not be assigned or transferred in whole, or in part, by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure for the benefit of the parties hereto and their respective heirs and permitted successors and/or assigns.*
- **Severability** *This Agreement shall be construed to be valid and enforceable to the fullest extent allowed by applicable law. The invalidity or unenforceability of any term, sentence, or provision of this Agreement shall not affect the validity or enforceability of any other term, sentence or provision of this Agreement, which shall remain in full force and effect.*
- **Consents and Authorizations** *By the execution of this Agreement, each party acknowledges and agrees that each such party has the full right, power, legal capacity, and authority to enter into this Agreement, and the same constitutes the valid and legally binding agreement of each such party in accordance with the terms, conditions, and other provisions contained herein.*

SECTION II

Background

Barefoot Bay Recreation District (BBRD) operates a Food & Beverage Department out of multiple locations. The 19th Hole (located at 1225 Barefoot Blvd.) has an extremely undersized kitchen and seeks to replace the undersized stove/oven and locate the larger unit in a different part of the kitchen necessitating the installation of a new commercial hood system. Additionally, BBRD desires to install a new exterior walk in cooler. Locating the unit will be a challenge due to site and utility restrictions. The Lounge (located at 625 Barefoot Blvd.) has an existing exterior walk in cooler that is undersized and beyond its useful economic life. BBRD desires to replace the unit with a larger unit in approximately the same location. All three projects (kitchen renovation and two walk in coolers) are budgeted and BBRD has sufficient contingency funding to fund the combined projects.

SCOPE OF WORK

The successful proposer will be responsible to obtain all required design, engineering, and applicable permits for the project. A generalized summary of the project includes the following:

- Design and all required permitting
- 19th Hole

- Removal of existing Hood system, patching of roof, and restoration of interior ceiling system
- Removal of existing walk-in cooler
- Removal of existing 2 bay sink and dishwasher
- Installation of new stove/oven, a flat top grill with refrigerated base, 2 fryer units, 2 side worktables and hood system perpendicular to the current stove/oven location
- Installation of dishwasher and 2/3 bay sink in the space made available by removal of existing
- Installation of exterior walk-in cooler and all required site alterations, and utility deconflictions
- Lounge
 - Demolition and removal of existing walk in cooler
 - Site work and installation of new walk in cooler
- Any other work required by permitting agencies

Determination of equipment specifications will be made at the mandatory pre-submittal site inspection since the size of the hood (wall space available) will determine the size of the equipment and the outdoor space available will determine the walk-in coolers specifications.

A performance bond is not required to be included in the proposal.

SECTION III

REQUEST FOR PROPOSALS TIMELINE

The anticipated schedule for this RFP is as follows:

Order	Task	Date (and Time if applicable)
1	Florida Today Advertisement	January 24, 2022
2	Publication Date	January 26, 2022
3	Advertisement	January 26, 2022 through March 7, 2022
4	Required Pre-Submittal Site Inspection	February 8, 2022, 10am-Noon or by appointment (kathymendes@bbrd.org)
5	Deadline for Written Questions	February 25, 2022
6	Responses/Addendum Issued	January 27, 2022 through February 28, 2022
7	Submission Deadline (RFP close date)	March 7, 2022 (4:30pm) at the Administration Bldg. 625 Barefoot Blvd.
8	RFQ Opening and Evaluation Committee Meeting Date (Discussion & Review)	March 8, 2022 (2:00pm Administration Bldg. 625 Barefoot Blvd.)
9	Evaluation Committee Meeting (interviews, if needed, otherwise review of proposals and vote to recommend award to Board of Trustees)	March 17, 2022 (9:00am Administration Bldg. 625 Barefoot Blvd.)
10	Board of Trustees award of contract	April 8, 2022 (1:00pm, Bldg. D/E)

SELECTION PROCESS

An Evaluation Committee, identified by the Community Manager prior to issuance of the RFP, shall review all responses to the RFP. The Board of Trustees shall be advised of the membership of the committee at the time of the issuance of the RFP.

Members of the Evaluation Committee shall consist of at least one (1) user department representative, one (1) Board member, and one (1) third-party non-employee resident chosen at the discretion of the Community Manager. The Community Manager and Board of Trustees Chairman shall serve on the committee as non-voting members.

The Evaluation Committee meetings are subject to Florida's Sunshine Law; and therefore, public notice of the intended meeting of the committee must be posted in advance to allow for the provision of any special accommodation needs of any attendees. Evaluation Committee members should not conduct, with another voting committee member, any discussion related to the proposals received except during public meetings. A memorandum explaining the evaluation process and committee member responsibilities will be provided to each committee member prior to any meeting.

Oral Interviews (If Requested)

BBRD may choose to conduct oral interviews with one or more of the Proposers. If BBRD chooses to allow oral interviews, such interviews will be open to the public. If oral interviews are held the following guidelines will be used:

- BBRD's Office of the District Clerk will advertise the meeting place, date, and time at least seven (7) calendar days in advance. The specific format of the interviews will be established by the evaluation committee and will be provided to Proposers with the notifications.
- BBRD will allot equal time per each Proposer, divided into three sequential parts: formal presentations, questions and answers, and discussion by Evaluation Committee.

Evaluation Committee Final Ranking and Recommendation to the Board of Trustees

After the interviews are completed, the Evaluation Committee will re-score all Proposals to determine a final ranking of Proposers considered most capable of performing the required service in the best interest of BBRD.

Board of Trustees Award of Final Contract

Staff anticipates on April 8, 2022, or at a later meeting, the Board of Trustees will consider an agenda item regarding the award of a contract. The Board of Trustees has the final authority to award a contract. Once the BOT awards a contract, a formal contract will be drafted by BBRD for signatures of the BOT Chairman and representative of the successful Proposer.

EVALUATION PROCESS

All proposals will be subject to a review and evaluation process. It is the intent of BBRD that all Proposers responding to this RFP will be ranked in accordance with the criteria established in these documents. BBRD will consider all responsive and responsible submittals received in its evaluation and award process. Incomplete proposals may be disqualified by the Evaluation Committee.

Submittals shall include all the information solicited in this RFP and any additional data that the Proposer deems pertinent to the understanding and evaluation of the Proposals. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation

of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each submittal will be ranked based on the criteria herein addressed.

An adjective-based scoring system shall be applied to the non-price factors throughout the evaluation process for the evaluation of the written responses and the interviews (if requested). A score of 0 is the least favorable and a score of 10 is the most favorable in all sections.

The Proposer's response will be scored by Committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsive to the requirement.
- 1-3 = Below Minimum Standards: Responsive to the requirement but below acceptable standards.
- 4-6 = Marginal: Minimal acceptable performance standards and responsive to the requirement.
- 7-8 = Satisfactory: Above minimum performance, effective and responsive to the requirement.
- 9-10 = Exceeds expectations for effectiveness and responsiveness to the requirement.

NOTE: The Committee member's score will be multiplied by the "weighted value" assigned to the different sections listed under Criteria equals the total score for that section. (EXAMPLE: ranking score of 8 multiplied by the weight of 30% equals 2.4 points).

Proposals will be evaluated by the Evaluation Committee and scored based on the criteria on the following page.

WAIVER OF IRREGULARITIES:

The Board of Trustees shall have the authority to waive irregularities in any and all formal sealed proposals.

PROPOSER COMPLAINTS & DISPUTES (PROTESTS):

Barefoot Bay Recreation District encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the procedures can be found on page 19 of the *Policy Manual* located at <http://bbrd.org/resident-relations> (click on "BBRD Policy Manual" and the file will automatically download to your computer).

CRITERIA

Proposals shall be evaluated based on the following information. Proposers are encouraged to use the last page of this RFP as part of their submittal or they may provide the information in a different format. Proposals lacking all desired information may be disqualified by the RFP committee.

Experience and References: (30% X ____ ranking = maximum ____ points)

- a) Number of years company has worked in Brevard County
- b) Number of years company has worked in Brevard County
- c) A listing of sub-contractors (name, address, and contact number) who will work on the project, including engineers/design professionals
- d) A listing of comparable client references that are applicable to the scope of work outlined in this RFP, (i.e., client name, address, telephone number, contact person, description, size of the project, and contract amount)
- e) If firm is currently, or has previously provided services for BBRD, please provide an itemized list of these projects to include contact person, type of work provided, and the contract amount

Start Date and Number of Days of Project (20% X ____ ranking = maximum ____ points)

Due to the seasonal nature of BBRD, as early a construction start date as possible is desired. Preference will be given to proposals with the earliest start dates and the shortest number of days of work.

Cost Proposal: (50% X ____ ranking = maximum ____ points)

Cost proposal shall be segregated per the 3 elements of Section II (Scope of Work) and each element shall be broken out by type of work with unit costs, amount of and brand name of materials to be used. The AIA schedule of values document (see Exhibit A for sample) shall be submitted with the proposal as the primary means of the listing of unit costs, amount of and brand name of materials to be used. Proposers may submit an additional cost summary document, but proposers not submitting a detailed A1A schedule of values cost proposal may be disqualified.

Warranty information shall be included under the “comments” sections where appropriate.

SECTION IV**REQUEST FOR PROPOSAL #2022-02****19th Hole Kitchen Renovations and (2) Walk in Coolers Project****Contact Information**

Company Name: _____

Address: _____

Point of Contact (name): _____

Telephone Number: _____

E-mail Address: _____

Person authorized to submit proposal (name and title): _____

Signature of person listed immediately above: _____

Date: _____

Experience and References

Number of years company has worked in Brevard County: _____

Number of years company has worked in Florida: _____

Sub-contractors to be used on project (name, address, telephone number):

References (name of project, company name, address, telephone number):

Prior work for Barefoot Bay Recreation District:

Anticipated start date and number of days of the project

Design start date: _____

Anticipated permit application date: _____

Anticipated Commencement of work date: _____

Number of workdays (excluding weekends): _____

Exhibit D
Exhibit A (to an agenda item of the Jan. 25, 2022 BOT Meeting agneda)

Sample A1A Schedule of Values Form

CONTINUATION SHEET

SCHEDULE of VALUES

Page of Pages

APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Subcontractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

CONTRACTOR:

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

PROJECT NAME:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D or E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G divided by C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	General Conditions	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
2	Sitework	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
3	Fencing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
4	Landscape & Irrigation	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
5	Concrete - Slab	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
6	Concrete Parking & Walks	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
7	Masonry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
8	Structural Steel	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
9	Rough Carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
10	Siding Carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
11	Wood Trusses	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
12	Materials	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
13	Finish carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
14	Cabinets	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
15	Counter Allowance	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
16	Roofing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
17	Int. & Ext. Insulation	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
18	Doors & Hardware	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
19	Wiindows	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
20	Stucco	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
20	Drywall	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
21	Acoustical Ceiling	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
22	Floorcovering	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
23	Painting	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
24	Specialties	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
25	Plumbing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	HVAC	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	Electric	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	Phone & Electric Service Allowance	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	OH & Profit	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
1	C.O. #1	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
2	C.O. #2	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
COLUMN TOTALS		0.00	0.00	0.00		\$ -	#DIV/0!	\$ -	

The Chairman of the NRP BOT Sub-Committee shall be authorized to sign any proposed contracts for sale of BBRD owned properties acquired through the NRP (as recommended by the Community Manager or designee). Once a property is under contract for sale, the transaction shall be placed on the next regularly scheduled BOT meeting agenda for confirmation.

Any proceeds from sale of properties acquired through the NRP shall be added back into the NRP expenditure account via a budget amendment at the next available meeting after receipt of proceeds for said sale.

Unacceptable Purchasing Practices

The following practices are prohibited:

1. Purchase of a product or service prior to obtaining an approved purchase order.
2. Splitting purchase orders into smaller amounts for the purpose of avoiding the need for quotations, or formal bidding.
3. Specifying a purchase as a sole source when other sources, or substitute products or services are available.
4. Miscoding purchases to accounts in order to avoid having to process a budget transfer.

2.14 FORMAL SEALED BIDS (FOR PURCHASES OF ~~\$50,000~~75,000.00 OR MORE)³⁹

Competitive Procurements Process For Formal Bids

Formal bids are written documents issued by the Department Heads, and approved by the Community Manager, inviting potential contractors to submit sealed, written pricing for specific goods or services in conformance with specifications, terms, conditions and other requirements described in the bid invitation documents. Formal bids shall be utilized to document procurements of goods and contractual services with an aggregate cost of ~~\$50,000~~75,000.00 or more.

Request for Proposals or Request for Qualifications (RFP's, RFQ's) are written documents issued by the Department Heads and approved by the Community Manager, inviting potential vendors to submit sealed proposals for specific professional services or goods in conformance with the scope of services, terms, conditions and other requirements described the RFP documents. RFP's are utilized for procurements of professional services or goods with an aggregate cost of ~~\$50,000~~75,000.00 or more. At the time of publication of the RFP/RFQ a copy shall be furnished to each member of the Board of Trustees.

RFQ's/RFP's for engineers/consultants will follow Sec. 287.055 F. S.

Request for Proposals/Qualifications. RFQ's/RFP's shall be publicly advertised as provided by law or otherwise.

Specific Procedures for Formal Sealed Bids/Quotes

Bids/Quotes shall be opened in public at the date, time and place stated in the public notices. No bids shall be accepted after the time and date or at any location other than that designated for bid opening. Bids received late will be returned unopened. All quotes/bids received and accepted will be made available for public inspection ten (10) days after opening or upon recommendation of award, whichever occurs first as per Sec. 119.07 (3) (m), F.S.

A tabulation of all formal sealed bids/quotes received with the recommended award(s) will be available for public inspection in the main offices of the District during regular business hours no

later than (3) business days after a public opening. Vendors filing protest of award must do so as per the section titled, "Vendor Complaints and Disputes."

Award of Bids

For formal sealed bids/quotes, the user department shall submit a recommendation of award to the Community Manager prior to final award. On all procurements, to determine the lowest responsive and qualified quoter/bidder, the following will be considered:

1. The ability, capacity, equipment, and skill of the quoter/bidder to perform the contract
2. Whether the quoter/bidder can perform the contract within the time specified, without delay or interference
3. The character, integrity, reputation, judgment, experience and efficiency of the quoter/bidder
4. The quality of performance on previous contracts
5. The previous and existing compliance by the quoter/bidder with laws and ordinances relating to the contract
6. The sufficiency of the financial resources to perform the contract to provide the service
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required
8. The ability of the quoter/bidder to provide future maintenance and service
9. The number and scope of conditions attached to the quote/bid

Waiver of Irregularities

The Board of Trustees shall have the authority to waive irregularities in any and all formal sealed quote/bids.

Evaluation Committee

An evaluation Committee, identified by the Community Manager prior to issuance of the RFP or RFQ, shall review all responses to the RFP or RFQ. The Board shall be advised of the membership of the committee at the time of the issuance of the RFP or RFQ.⁴⁰

Members of the Evaluation Committee shall consist of at least one (1) user department representative, one (1) Board member, and one (1) third-party non-employee resident chosen at the discretion of the Community Manager. The Community Manager and Board Chairman shall serve on the committee as non-voting members.⁴¹

The Committee should consist of an odd number of people to avoid a tie when selecting the awarded vendor. Selection committee meetings are subject to Sunshine Law; and therefore, public notice of the intended meeting of the committee must be posted in advance to allow for the provision of any special accommodation needs of any attendees. Committee members should not conduct, with another voting committee member, any discussion related to the proposals received except during public meetings. A memorandum explaining the evaluation process and committee member responsibilities will be provided to each committee member prior to any meeting.

The user department, in conjunction with the Community Manager shall select evaluation criteria (to include price whenever possible). Such criteria must be stated in the RFP. The user department may also assign a weight to each criterion by its relative importance, with the total weights equal to 100. If used, these weights will be assigned prior to issuance of the solicitation but may or may not be published in the solicitation. If unpublished, the weights will be revealed at the opening of the RFP unless otherwise directed within the RFP. If weights are not assigned, the RFP shall set for the relative importance of the factors in addition to price that will be considered in award. The intent of which is to provide a complete understanding on the part of all competitors of the basis upon which award will be made.

The user department/Community Manager shall issue and receive the RFP proposals. Committee members shall review the received proposals and independently score each proposal for each criterion. Price will be objectively scored, as shown, when applicable.

The lowest priced proposal receives the maximum weighted score for the price criteria. The other proposals should receive a percentage of the weighted score based on the percentage differential between the lowest proposal and the other proposals. All weighted scores are then multiplied by the maximum score available (i.e. 45%) to determine the total percentage awarded.

<u>VENDOR PRICE</u>	<u>% AWARDED</u>	<u>X</u>	<u>WEIGHT</u>	<u>=</u>	<u>WEIGHTED SCORE</u>
A \$20,000	(100 %)	X	45%	=	45
B \$25,000	(80%)	X	45%	=	36
C \$28,000	(71%)	X	45%	=	31

*Vendor B's percentage is $\$20,000/\$25,000 = 80\%$

** Vendor C's percentage is $\$20,000/\$28,000 = 71\%$

NOTE: Weighted Score shall be rounded to nearest whole number price evaluation and calculation may be revised to conform to the needs for each individual RFP selection committee. Each committee member shall then rank each vendor's score. A scoring sheet (Exhibit A) shall be completed by each voting committee member. The rankings are then added for each vendor and the vendor with the lowest sum of collective rankings is recommended for award. A ranking sheet (Exhibit B) compiling the ranking of each proposal shall be completed by the Community Manager and posted with the scoring sheets.

If oral presentations are requested and the vendors short-listed, the original rankings are eliminated and the process begins again. At a minimum, three (3) vendors should be short-listed. A summary of total scores and rankings will be prepared for the vendors after all members of the evaluation committee have reviewed and evaluated the written and, if required, oral presentations. A copy of all evaluation forms and notes completed by each evaluator must be maintained by the Community Manager for review and audit records. The Community Manager will prepare an agenda item for Board approval of the recommended award.

If fewer than three sealed and qualified proposals are received by the Evaluation Committee, by a majority vote the Evaluation Committee may request the Community Manager to seek non-sealed bids for comparative analysis or forward their recommendation for award of contract or (in the case of a RFQ) their recommended ranking order for staff to negotiate a contract to the Board of Trustees for their consideration.⁴²

Vendor Complaints & Disputes (Protests)

Barefoot Bay Recreation District encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

1. *Posting of Bid/RFP Award Notices*

No later than three (3) business days after a bid opening the Community or his/her designee shall post the intended award recommendation. If after posting the tabulation, the highest ranked vendor is found non-responsive to the specifications, the next highest vendor shall be

the intended award recommendation. The time for filing a protest will begin on the date of the notice of posting of intended award.

2. *Posting of Formal Sealed Proposals*

No later than three (3) business days after the selection committee recommendations are finalized the Community Manager or his/her designee shall post the selection committee's rankings and recommended award for proposals.

3. *Proceedings for Protest of Award*

Any bidder, quoter, or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Community Manager within five (5) business days of the posted award recommendation. The formal written protest shall reference the bid/quote/proposal number and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought. The Community Manager shall schedule the protest to be heard before the Board of Trustees prior to the Board's consideration of the intended award. The intended award vendor shall be given notice and an opportunity to be heard during the protest hearing. The Board of Trustees shall have the sole discretion to reverse any intended award on the basis of a protest; to require re-evaluation by the selection committee, or to take any other action as determined by the Board to be appropriate and responsive to the protest.

4. *Stay of Procurement During Protests*

Failure to observe any or all of the above procedures shall constitute a waiver of the right to protest a contract award. In the event of a timely protest under the procedure, the District shall not proceed further with solicitation or with the award until a protest is resolved.

PART THREE. GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

3.0 GENERAL

Definitions:

As used in these rules, the following terms shall have the following meanings:

"Amenity" shall mean something, such as a swimming pool or shopping center that is intended to make life more pleasant or comfortable for the people in a community.

"Associate Golf Membership" shall mean a golf membership that is available to non-residents of Barefoot Bay.

"Board" shall mean the Board of Trustee(s) of the Barefoot Bay Recreation District.

"BFBHOA" shall mean the Barefoot Bay Home Owners' Association.

"Cause" shall mean a violation of the rules or a violation of State, Local, or Federal law.

"Club or Social Club" shall mean a Club or Organization consisting of a majority of members who are residents of the Barefoot Bay Recreation District. Certified organizations intended to benefit Veterans or their families are not considered to be "clubs or social clubs."

"Delinquent" shall mean any fee or charge which is not paid by the defined date.