



**BAREFOOT BAY
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting
January 10, 2020 at 1:00 PM
Building D&E

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Approval of Minutes**
 - A. December 2nd and 6th 2019 Minutes
- 5. Treasurer's Report**
 - A. Treasurer's Report
- 6. Presentations and Proclamations**
- 7. Oath of Office**
- 8. Reorganization of BOT**
- 9. Appointment of NRP Sub-committee**
- 10. Audience Participation**
- 11. Unfinished Business**
- 12. New Business**
 - A. DOR 19-000573 961 CASHEW CIRCLE
 - B. DOR VIOLATION 19-004730 890 PECAN CIRCLE
 - C. DOR Violation 18-004333 926 Periwinkle Circle
 - D. Selection of RFP Evaluation Committee Member for Beach Prefabricated Restrooms Procurement
 - E. Name the Facilities Contest Proposal
- 13. Manager's Report**
 - A. January 10, 2020
- 14. Attorney's Report**
- 15. Incidental Trustee Remarks**

16. 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 Workshop
FY21 Budget Kickoff Townhall Meeting
December 2, 2019
7PM –Building D&E

Welcome

The Barefoot Bay Recreation District Board of Trustees held a Meeting on December 2, 2019 Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 7PM.

Pledge of Allegiance to the Flag

Led by Ms. Henderson

Roll Call

Present: Mr. Klosky, Mr. Diana, Ms. Henderson, and Mr. Loveland, Trustee-elect Michael R. Maino and Trustee-elect Roger Compton. Also present, John W. Coffey, ICMA-CM, Community Manager and Stephanie Brown, District Clerk. Mr. Wheaton was not present.

Review of FY20-24 Five-Year Financial Model and Capital Improvement Plan Out Year Assumptions and Projects

Audience Participation

Annette Manzo-208 Corbia Court -spoke in favor of adding additional funding into the FY21 budget for Christmas decoration maintenance.

Mr. Loveland, Mr. Diana, Ms. Henderson, Mr. Klosky, trustee elects Mr. Compton and Mr. Maino voiced their tentative support.

Louise Crouse-808 Sapodilla Drive-requested an upgrade to building A sound panels and training for custodians to use sound system, with a partial donation by Little Theater.

Mr. Loveland, Mr. Diana, Ms. Henderson, Mr. Klosky, trustee elect Mr. Compton voiced their tentative support. Mr. Maino reserved judgment.

Nancy Eisele-spoke about the removal of curtains in building A as possibly contributing to the sound panel issue.

Jack Reddy-806 Tamarind Circle-requested an update on the Veterans building gathering space. Mr. Reddy is in favor of explaining the value of amenities to residents.

Edward Constantino-705 Oleander Cir-Spoke about adding additional funds in the budget to maintain the golf course.

Mr. Loveland, Mr. Diana, Ms. Henderson, Mr. Klosky, trustee elects Mr. Compton and Mr. Maino voiced their tentative support.



BAREFOOT BAY RECREATION DISTRICT

Ed Keeley-101 Hydrangea Ct.-requested an explanation of the 3% assessment rate increase. He spoke in favor of performing an evaluation on existing facilities and how they can be fixed.

Trustee Remarks

Ms. Henderson spoke in favor of the purchase of 2 properties-(8 parcels-1 on Falcon Rd and 2.4 acres off of Micco RV lot) for additional storage and expansion of the RV lot. She is also in favor of the lot behind the shopping center being made into a park. Ms. Henderson also spoke in favor of repairing the roof in the Lounge. *Mr. Loveland, Mr. Diana, Ms. Henderson, Mr. Klosky, trustee elects Mr. Compton and Mr. Maino are in favor of repairing the roof within the FY20 budget.* Additionally, Ms. Henderson spoke on not being in favor of the beach gate access card system or resident electronic badge stations. She voiced her concerns that it may lead to unwanted guests and spoke in favor of holding off and reevaluating. Mr. Coffey recommended pushing resident electronic badge stations back an additional year.

Mr. Klosky spoke on being in favor of focusing on building A construction.

Mr. Loveland spoke on being in favor of focusing on building A construction and the Lounge expansion.

Mr. Diana voiced his concern about food and beverage price increases. He spoke in favor of eliminating the increase for at least a year. Mr. Coffey reviewed the growth in departmental revenues over the last 6 years.

Trustee elect Mr. Compton asked various questions regarding FY 20 projects.

Adjournment

The next meeting will be on December 6, 2019 at 1pm in Building D/E.

Mr. Diana made a motion to adjourn. Adjourned by Mr. Klosky.

Meeting adjourned at 9:14pm

Steve Diana, Secretary

Stephanie Brown, District Clerk



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting
December 6, 2019
1PM –Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on December 6, 2019 Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 1PM.

Pledge of Allegiance to the Flag

Led by Mr. Diana.

Roll Call

Present: Mr. Klosky, Mr. Diana, Ms. Henderson, and Mr. Loveland, Trustee-elect Michael R. Maino and Trustee-elect Roger Compton. Also, present, John W. Coffey, ICMA-CM, Community Manager, Cliff Repperger, General Counsel, and Stephanie Brown, District Clerk, Charles Henley, Finance Manager, Matt Goetz, Property Services Manager and Rich Armington, Resident Relations Manager/H.R. Coordinator. Mr. Wheaton was excused.

Presentations

No Presentations.

Minutes

Mr. Loveland made a motion to approve the minutes dated November 08, 2019. Second by Mr. Diana. Motion carried unanimously.

Treasurer's Report

Mr. Diana made a motion to approve the Treasurer's Report for December 6, 2019 as read. Second by Ms. Henderson. Motion passed unanimously.

Audience Participation

Mr. Jack Reddy-806 Tamarind Circle-spoke in favor of making the Tuesday night regular Board of Trustee meeting be dedicated to golfers.

Unfinished Business

No unfinished business.

New Business

BOT 2020 Regular Meeting Schedule

Staff recommends approval of BOT 2020 regular meeting schedule. *Mr. Diana made a motion to approve the schedule as read. Second by Ms. Henderson. Motion passed unanimously.*

Facilities Usage Report

Ms. Henderson spoke in favor of not constructing a new building and effectively utilizing the current space.



BAREFOOT BAY RECREATION DISTRICT

Shopping Center Lease Renewal: RJ's Family Restaurant

Staff recommends approval for RJ's lease renewal. *Mr. Loveland made a motion to renew lease as read. Second by Ms. Henderson. Motion unanimously passed.*

Acknowledgement of Name Change in Renewal and Amended Service Agreement-ABM Industry Groups, LLC

Ms. Henderson made a motion to acknowledge name change in Renewal and Service Agreement as read. Second by Mr. Loveland. Motion passed unanimously.

FY20 Employee Pay and Classification Plan

Resolution read by Mr. Repperger:

RESOLUTION 2019-17-A RESOLUTION OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2018-16, OR AS OTHERWISE NUMBERED, AND ADOPTING AN EMPLOYEE PAY AND CLASSIFICATION PLAN FOR FISCAL YEAR 2019-2020; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT WITH OTHER PROVISIONS; AND, PROVIDING FOR AN EFFECTIVE DATE.

Mr. Loveland made a motion to approve 2019-17 as read. Second by Ms. Henderson. Mr. Diana abstained. Motion passed.

FY20 Budget Amendment: Employee Insurance Budgeted Savings

Resolution read by Mr. Repperger:

RESOLUTION 2019-18-A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2019-03; AMENDING THE BUDGET

Mr. Diana made a motion to approve 2019-18 as read. Second by Mr. Loveland. Motion passed unanimously.

Manager's Report

Resident Relations

ARCC Meeting 11/12/19

- (1) Old Business – Extension - Approved
- (1) Tabled – 10/29/2019 – Approved
- (9) Consent Items – Approved
- (23) Other Items
 - (1) Tabled
 - (22) Approved

ARCC Meeting 11/26/19

- (3) Old Business – Extensions – Approved
- (1) Tabled 11/12/19 – Approved with stipulations



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- (7) Consent – Approved
- (11) Other Items – Approved

ARCC Meeting 12/10/19.

- (10) Consent Items
- (11) Other Items

VC Meeting 11/22/2019

- (29) Cases
 - (15) In compliance prior to the meeting
 - (1) DOR is working with the homeowner
 - (13) Presented and approved

VC Meeting 12/06/2019

- (17) Cases
- (6) Came into compliance prior to the meeting
- (11) Found in violation

Food & Beverage

The **Jingle Bell Rocks Party** is in the Lounge on Saturday, December 21st from 6-10pm with TC and SASS. There will be an ugly Christmas sweater contest, a holiday small plate menu and spirited cocktails.

Tickets for **reserved seating in the Lounge for the New Year's Eve Party** with Soul Time are on sale now in the Administration Building. A \$5 fee will be collected at the gate to enter the lakeside area on New Year's Eve starting at 6pm.

Tickets can be purchased at the 19th Hole for the **New Year's Eve 19th Hole Small Plate Dinner and Party** with Steve Cole.

There will be a **Pavilion Grand Opening** on Wednesday, January 22nd from 4-5:30pm. A brief ceremony, complementary appetizers and a cash mini bar will be available.



BAREFOOT BAY RECREATION DISTRICT

Big Time Tributes presents its Classic Rewind concert at this year's Friday night kickoff event at the Barefoot Bay by the Lake Festival. Barefoot Bay residents may purchase tickets for lakeside reserved seating at the Administration Building. Field seats (\$5) may also be purchased at the Lounge, the 19th Hole and the CVO Office. There will be limited open free seating, so get your tickets early.

Flyers with all the details are posted.

Golf-Pro Shop

- December 11th: Golf Course Members Only Christmas sale in the pro shop
 - 5–7 pm
 - Cheese, crackers and wine
- December 24th: Course closes at 2pm
 - Last Cart out will be at 10am
- December 25th: Course Closed
- December 31st: Course closes at 2pm
 - Last Cart out will be at 10am

Ernie says *“there are only 18 more shopping Days till Christmas”* so do not delay, come to the Pro Shop for all your official BBRD logo gifts.

Property Services

- Constructed forms for additional concrete at the miniature golf project (Concrete to be poured next)
- Constructed forms for the new softball bleachers pads (concrete to be poured at the same time as miniature golf pour)
- Set up Christmas decorations
- Trimmed low various low hanging limbs around BBRD properties
- Facilitated the removal of Australian pines on the corner of East and Egret
- Rototilled the softball field
- Painted the concrete under the new pavilion
- Replaced hot water heater in the golf maintenance building
- Continued soliciting bids and quotes for various projects

General Information

Request to Waive Donation Requirements for Petals and Palms – The organization responsible for many landscaped areas in BBRD is requesting BOT permission to directly purchase a Christmas Palm to



BAREFOOT BAY RECREATION DISTRICT

be planted by staff at the “Y” junction of the sidewalk leading to the Administration Building. Considering the legacy of the group staff recommends the BOT approve this request.

Mr. Loveland made a motion approve the request to directly purchase a Christmas Palm. to Second by Ms. Henderson. Mr. Klosky abstained. Motion passed.

Dates/Times for Lounge/Lakeside Expansion Workshop – Staff presented date and time options for a workshop.

Consensus to hold a Lounge Lakeside Expansion Workshop in the Lounge on Wednesday, Jan 15th at 9am.

Attorney’s Report

Mr. Repperger spoke about a pathway to start utilizing fines in the DOR process. Recommended a workshop to get opinions on how to proceed with DOR enforcement. Mr. Coffey suggested holding the workshop in the D/E building on Wednesday January 29th at 9am. *All BOT members voiced their approval.*

Incidental Trustee Remarks

Mr. Loveland-wished everyone a happy holiday and looks forward to accomplishing great things for the Barefoot Bay community.

Mr. Diana- spoke in favor of staff speaking with Orkin Pest Control about appropriate use of tools and times they should spray chemicals. He also thanked everyone for allowing him to serve and wished the community a happy holiday.

Ms. Henderson-Thanked Mr. Diana for his service on the BOT and Mr. Klosky for the Christmas Parade.

Mr. Klosky-requested Mr. Repperger to set up some time before the next BOT meeting to go over the Sunshine Laws. Mr. Repperger responded that he can do so right before the start of the Jan 10th meeting. Mr. Klosky also thanked Mr. Diana for his service.

Consensus to hold a Sunshine Law workshop on January 10, 2019 at 11am in Building D/E.



BAREFOOT BAY RECREATION DISTRICT

Adjournment

The next meeting will be on January 10, 2019 at 1pm in Building D/E

Mr. Diana made a motion to adjourn. Mr. Klosky adjourned.

Meeting adjourned at 1:55 pm

Steve Diana, Secretary

Stephanie Brown, District Clerk

Barefoot Bay Recreation District

Treasurer's Report

January 10, 2020

Cash Balances in General Fund as of 12/31/19

Petty Cash **Total Petty Cash:** \$ 2,500.00

Operating Cash in Banks

MB&T Operating Account 3,304,473.36
Total Operating Accounts: 3,304,473.36

Interest Bearing Accounts

SBA Reserve Account 692,849.73
Total Interest Bearing Accounts 692,849.73

Total Cash Balances in General Fund: \$ 3,999,823.09

Total Daily Deposits and Assessments Received for 11/26 - 12/31/2019

Daily deposits: \$ 199,104.73
 Assessments received: 1,108,161.21
Total Deposits Received **\$ 1,307,265.94**

Expenditures over \$5,000 for for 11/26 - 12/31/2019

| Check Number | Vendor | Description | Check Amount |
|--|-----------------------------------|--|----------------------|
| 54294 | Florida Power & Light Co | Electricity: 10/19 | 7,121.82 |
| 54316 | Seman's Tree Service | Pine Trees & Stump Removal | 8,900.00 |
| 54329 | US Foods | Food and Supplies | 7,297.87 |
| 54333 | Wesco Turf, Inc | Groundmaster 360 Mower | 32,332.24 |
| 54338 | ABM Landscape & Turf Services | Grounds Maintenance: 12/19 | 38,691.16 |
| 54361 | Florida Municipal Insurance Trust | Insurance: Second Installment | 36,668.25 |
| 54372 | Milestone Professional Services | Audit Consulting: 11/25/19 - 12/9/19 | 5,880.00 |
| 54379 | Rossway Swan et al | Legal Fees: 11/19 | 5,020.13 |
| 54401 | Card Service Center | Parts, Supplies, Refrigerator, Electrician | 5,120.92 |
| 54418 | Complete Electric Inc. | Final Payment for NAB Generator | 39,872.00 |
| 54427 | Health First Health Plans Inc | Employee Health Insurance: 1/20 | 24,891.41 |
| 54444 | Special District Services, Inc | Management Fees: 11/19 | 13,431.14 |
| 54447 | TLC Engineering Solutions Inc | Kitchen Reno, Shopping Center Reroof | 44,531.74 |
| 54465 | Barefoot Services, Inc | 50% Deposit for Band Shell | 8,750.00 |
| 54479 | Florida Power & Light Co | Electricity: 11/19 | 6,663.97 |
| 54497 | Special District Services, Inc | Management Fees: 12/19 | 13,431.14 |
| | Brevard County Tax Collector | Tax Certificates: NRP | 5,858.72 |
| | US Treasury | Payroll Tax: PPE 11/24/19 | 18,989.37 |
| | Paychex | Net Payroll: PPE 11/24/19 | 60,922.50 |
| | US Treasury | Payroll Tax: PPE 12/8/19 | 19,176.21 |
| | Paychex | Net Payroll PPE 12/8/19 | 61,571.48 |
| | Florida Department of Revenue | Sales Tax: 11/19 | 15,255.34 |
| | US Treasury | Payroll Tax: PPE 12/22/19 | 18,528.70 |
| | Paychex | Net Payroll: PPE 12/22/19 | 60,378.12 |
| Total Expenditures over \$5,000 | | | \$ 559,284.23 |

Board of Trustees

Meeting Agenda Memo

Date: Friday, January 10, 2020
Title: **DOR 19-000573 961 CASHEW CIRCLE**

Section & Item: 12.A.

Department: Resident Relations, DOR

Fiscal Impact: N/A

Contact: Richard Armington, Resident Relations Manager, John W. Coffey
ICMA-CM, Community Manager

Attachments: 861 Cashew. Post-VC. PW, 861 (1) Cashew. Pre-VC. Siding, windows,
861 (2) Cashew. Siding damage, window damage, 861 (2) Cashew.
Siding and window damage

Reviewed by
General

Counsel: No

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



Requested Action by BOT

Referral to General Counsel Repperger

Background and Summary Information

Violation to Article III Section 11 and 2(D)-Exterior Maintenance. First Violation occurred on 2/12/2019. Property found in violation by the Violations Committee on 4/12/2019. DOR has preformed 12 follow ups and 9 pictures have been taken since the first Violation. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail and Certified Mail. Property has been posted.

Staff recommends that the BOT refer this Violation to the General counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien









Board of Trustees

Meeting Agenda Memo

Date: Friday, January 10, 2020
 Title: **DOR VIOLATION 19-004730 890 PECAN CIRCLE**
 Section & Item: 12.B.
 Department: Resident Relations, DOR
 Fiscal Impact: N/A
 Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager
 Attachments: 890 Pecan. Post-VC re-inspection, 2890 Pecan. Post-VC. Debris, 3890 Pecan. Posted notice, 3890 Pecan. Unapproved items
 Reviewed by
 General Counsel: No
 Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Referral to General Counsel Repperger.

Background and Summary Information

Violation to Article III Section 2 (C) Unauthorized items. First Violation occurred on 4/18/2017. Property found in violation by the Violations Committee on 11/5/2019. DOR has preformed 5 follow ups and 5 pictures have been taken since the first Violation.Four pictures attached. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail and Certified Mail.Property has been posted.

Staff recommends that the BOT refer this Violation to the General counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien









Board of Trustees

Meeting Agenda Memo

Date: Friday, January 10, 2020
Title: **DOR Violation 18-004333 926 Periwinkle Circle**
Section & Item: 12.C.
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager
Attachments: 926 Periwinkle. Parked on grass, 926 Periwinkle. Parking on grass (1), TimePhoto_20190422_064021, 926 Periwinkle. Parking



Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager

Requested Action by BOT

Referral to General Counsel Repperger

Background and Summary Information

Violation to Article III Section 3 (D). First Violation occurred on 9/24/2018. Property found in violation by the Violations Committee on 1/11/2019. DOR has preformed 3 follow ups and 16 pictures have been taken since the first Violation Four pictures attached. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail and Certified Mail. Property has been posted.

Staff recommends that the BOT refer this Violation to the General counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien









Board of Trustees

Meeting Agenda Memo

Date: Friday, January 10, 2020
 Title: **Selection of RFP Evaluation Committee Member for Beach Prefabricated Restrooms Procurement**
 Section & Item: 12.D.
 Department: R&M/Capital Projects
 Fiscal Impact: N/A
 Contact: Matt Goetz, Property Services Manager, John W. Coffey ICMA-CM, Community Manager
 Attachments: RFQ Beach restroom draft 10Jan20, RFP attachment Policy Manual excerpt
 Reviewed by
 General Counsel: No
 Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Selection of one Trustee to serve as a voting member of the Request for Proposal Evaluation Committee for the procurement of a prefabricated restroom building for the beach.

Background and Summary Information

The FY20 Approved Budget contains \$95,700.00 in the R&M/Capital Department for the construction of restrooms at the BBRD Beach. Previously, discussed are the following elements of the project:

- Procurement of a prefabricated concrete restroom building
- Development of site plan
- Removal of existing changing room building
- Installation of septic tank and drain field
- Delivery of prefabricated building
- Connection of utilities
- Re-connection of CCTV and exterior rinse station.

The Policy Manual requires a request for proposal (RFP) process be used for any project anticipated to cost over \$50,000. 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 on the following page.

| Order | Task | Date (and Time if applicable) |
|-------|---|---|
| 1 | Florida Today Advertisement | Jan. 10, 2020 |
| 2 | Publication Date | Jan. 13, 2020 |
| 3 | Advertisement | Jan. 13, 2020 through Feb. 13, 2020 |
| 4 | Deadline for Written Questions | Feb. 6, 2020 |
| 5 | Responses/Addendum Issued | Jan. 14, 2020 through Feb. 6, 2020 |
| 6 | Submission Deadline (RFQ close date) | Feb. 13, 2020 (4:30pm) |
| 7 | RFQ Opening and Evaluation Committee Meeting Date (Discussion & Review) | Feb. 17, 2020 (2:00pm Administration Conference Room) |

| | | |
|----|--|--|
| 8 | Additional Evaluation Committee Meetings (Short listing, if needed, otherwise vote to recommend award to Board of Trustees) | Feb. 25, 2020 (10:00am Administration Conference Room) |
| 9 | Evaluation Comm. Interviews (if needed) and vote to recommend the top respondents to Board of Trustees | Date & Time TBD, no later than Mar. 4, 2020 |
| 10 | Board of Trustees award of contract | Mar. 14, 2020 (1:00pm, Bld. D/E) |

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

- Experience and References: 40%
- Cost Proposal: 60%

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 to 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 #2020-01 Pre-Fabricated Beach Restrooms

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

ISSUE DATE: 01/13/2020

**PROPOSALS TO BE RECEIVED NO LATER THAN
4:30 PM ON THURSDAY, 02/13/2020**

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

**PROPOSALS WILL BE OPENED AT 2:00PM ON
MONDAY, 03/17/2020**

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Exhibit A: Map of vicinity

Exhibit B: Close in aerial picture of site

SECTION I

INTRODUCTION

Barefoot Bay Recreation District (hereinafter referred to as “BBRD”) is requesting sealed Proposals for **“RFP No. 2020-01, Pre-Fabricated Beach Restrooms.”**

PROPOSALS DUE DATE & TIME: Thursday, February 13, 2020 at 4:30 P.M. 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 9am on, Monday, February 17, 2020. The location of the opening will be the Conference Room in the Administration Building, 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. 2020-01, Pre-Fabricated Beach Restrooms.”** 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 February 6, 2020 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.demandstar.com and 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> (click on “Departments” then “District Clerk” then “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) 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 this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing 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

SCOPE OF WORK

BBRD desires to add pre-fabricated restrooms to its private beach owned (see exhibit A for location).

- Currently, an obsolete building is in the location BBRD desires for the placement of the restroom unit (see exhibit B for location)
- Access to the site is via locked gate and a circular crushed concrete driving surface is used for parking and for dumpster service
- The site is approximately TBD feet from the edge of the crushed concrete surface
- Once a vendor and pre-fabricated restroom model is selected, BBRD will contract with its engineering company for design of a septic tank and drain field system
- BBRD will remove the current building prior to anticipated delivery of the pre-fabricated building
- Permitting and installation of the septic system will be accomplished prior to the delivery of the pre-fabricated restroom unit
- Non-potable water (via a well) and electricity are currently available at the site

BBRD desires proposals to be based on a single unit with separate men and women facilities plus a separate utility room. Proposers are encouraged to submit the following:

- Multiple primary proposals (of different models) with separate cost proposals and documentation

- Alternate proposal(s) for a unisex unit with separate utility room with separate cost proposals and documents

Both primary and optional proposals must be ADA compliant and meet local building and wind load requirements.

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 | Jan. 10, 2020 |
| 2 | Publication Date | Jan. 13, 2020 |
| 3 | Advertisement | Jan. 13, 2020 through Feb. 13, 2020 |
| 4 | Deadline for Written Questions | Feb. 6, 2020 |
| 5 | Responses/Addendum Issued | Jan. 14, 2020 through Feb. 6, 2020 |
| 6 | Submission Deadline (RFQ close date) | Feb. 13, 2020 (4:30pm) |
| 7 | RFQ Opening and Evaluation Committee Meeting Date (Discussion & Review) | Feb. 17, 2020 (2:00pm Administration Conference Room) |
| 8 | Additional Evaluation Committee Meetings (Short listing, if needed, otherwise vote to recommend award to Board of Trustees) | Feb. 25, 2020 (10:00am Administration Conference Room) |
| 9 | Evaluation Comm. Interviews (if needed) and vote to recommend the top respondents to Board of Trustees | Date & Time TBD, no later than Mar. 4, 2020 |
| 10 | Board of Trustees award of contract | Mar. 14, 2020 (1:00pm, Bld. 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. The Evaluation Committee has sole discretion to recommend either the primary proposed unit or the alternate unisex unit.

Board of Trustees Award of Final Contract

Staff anticipates on March 14, 2020 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 for either the primary proposed unit or the alternate unisex unit. 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 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 20 of the Policy Manual located at <http://bbrd.org> (click on "Departments" then "District Clerk" then "BBRD Policy Manual" and the file will automatically download to your computer).

CRITERIA

Proposals shall be evaluated based on the following information. Proposals lacking all desired information may be disqualified by the RFP committee.

Experience and References: (40% X ___ ranking = maximum _____ points)

- a) Number of years company has worked in Florida
- b) A listing of comparable client references that are applicable to scope of work outlined in this RFP, (i.e., client name, address, telephone number, contact person, description, size of units, pictures of installed units, and contract amount).

Cost Proposal: (60% X ___ ranking = maximum _____ points)

- a) Cost proposal shall be clearly labeled as "Primary" (unit with separate men and women restrooms) and "Optional" (unisex unit). Proposers submitting more than one primary or Alternate proposal shall label them as follows:
 - Primary 1: ABC Model
 - Primary 2: DEF Model
 - Alternate 1: JKL Model
 - Alternate 2: XYZ Model
 - Etc.
- b) Each proposal shall have detailed information regarding the model, elements, and construction.
- c) Each proposal shall include the total price and shall include all costs, including delivery and set-up. Work outside of proposal (such as connections of plumbing, electricity, etc. shall be clear noted).

SECTION IV

Required Proposal Content

(The following information at a minimum should be provided on proposer's letterhead for primary desired unit and optional alternate unit)

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 North America

Number of years company has worked in Florida

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

Warranty

Length

Point of Contact

Limitations

Proposals

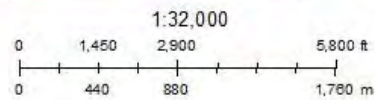
Each proposal shall clearly be labeled as "primary" or "alternate" and include all costs.

Exhibit A

Brevard County Property Appraiser



December 2, 2019



2846850
EagleView Pictometry BCRAO

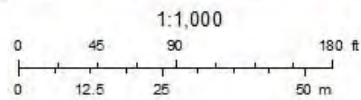
For illustration only. Not a survey. Map layers may not precisely align.
© BCRAO 2015

Exhibit B

Brevard County Property Appraiser



December 2, 2019



2846850
EagleView Pictometry BCRAO

For illustration only. Not a survey. Map layers may not precisely align.
© BCRAO 2015

Exhibit A
Barefoot Bay Recreation District Policy Manual
PUBLIC RECORDS REQUEST POLICY

1. Be properly licensed under existing Federal, State and local laws.
2. Provide a Certificate of Insurance to assure BBRD's insurance provider will not be responsible for any losses in any way arising out of or resulting from the contractor's operations, activities, or services provided to BBRD. Further, contractors must agree to hold harmless and indemnify BBRD for any claims whatsoever, which may arise as a result of the contractor's actions. The amounts and types of insurance required will be specifically detailed in the bidding, purchase, and/or contract documents for each specific project. However, the amounts and types of insurance required shall be no less than those as provided for herein unless otherwise waived or approved by the Board of Trustees:

Workers' Compensation Insurance: statutory benefits, as provided by statute;

Employer's Liability Insurance: \$1,000,000 per occurrence;

Comprehensive or Commercial General Liability Insurance (Including, but not limited to, the following Supplementary Coverages: (i) Contractual Liability to cover liability assumed under this Agreement; (ii) Product and Completed Operations Liability Insurance; (iii) Broad Form Property Damage Liability Insurance; and, (iv) Explosion, Collapse, and Underground Hazards (Deletion of the X,C,U Exclusions), if such exposure exists):

Bodily Injury: \$1,000,000 per occurrence
Property Damage:\$1,000,000 per occurrence;

Automobile Liability Insurance:

Bodily Injury: \$1,000,000 per occurrence
Property Damage:\$1,000,000 per occurrence

If a Combined Single Limit is provided, the total coverage shall not be less than \$2,000,000 per occurrence;

Professional Liability Insurance (For professional services as defined pursuant to Florida Law, environmental contractors, or as otherwise specifically required by BBRD): \$1,000,000 per occurrence

The most recent Rating Classification Financial Size Category of the Insurer regarding any coverage's as required herein, as published in the latest edition of AM Best's Rating Guide (Property-Casualty), shall be a minimum of A.

3. Obtain all permits required for the nature of the work.
4. Have the completed job inspected by appropriate staff to affirm correctness of the job before submitting the invoice for payment

Hiring or Use of Employment Service Workers-Temporary Employees

The contract for services or use of an Employment Agency for temporary employees, that can be funded through an existing departmental available budget, shall have the approval of the Community Manager. Any contract requiring a budget amendment to recognize additional monies for said use will be brought to the Board of Trustees for approval.³⁶

Exhibit A
Barefoot Bay Recreation District Policy Manual
PUBLIC RECORDS REQUEST POLICY

Purchase or Sale of Properties by BBRD Using Neighborhood Revitalization Program (NRP) Funding

The Chairman of the NRP BOT Sub-Committee shall be authorized to approve (as recommended by the Community Manager or designee) the expenditures of NRP funds in excess of \$7,500 and not to exceed \$25,000 by staff toward the acquisition of a target property identified by the Sub-Committee in accordance with NRP rules as established by the BOT.

The purchase of the property shall be ratified by the Board of Trustees at the next scheduled regular meeting of the Board of Trustees.

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 OR MORE)³⁷

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 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 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.

Exhibit A
Barefoot Bay Recreation District Policy Manual
PUBLIC RECORDS REQUEST POLICY

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.³⁸

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.³⁹

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

Exhibit A
 Barefoot Bay Recreation District Policy Manual
PUBLIC RECORDS REQUEST POLICY

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.

Exhibit A
Barefoot Bay Recreation District Policy Manual
PUBLIC RECORDS REQUEST POLICY

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.⁴⁰

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:

Board of Trustees Meeting Agenda Memo

Date: Friday, January 10, 2020
Title: Name the Facilities Contest Proposal
Section & Item: 12.E.
Department: Administration, District Clerk
Fiscal Impact: TBD
Contact: John W. Coffey ICMA-CM, Community Manager, Mr. George Baldwin
Attachments: Name a building proposal
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Review proposal by Mr. Baldwin and direction to staff.

Background and Summary Information

Historically, with the exception of the walking trail (TuTu Trail) and the Administration Building, facilities in BBRD have generic names with buildings using letters of the alphabet and pools using integers. Mr. Baldwin proposes having a contest to solicit names for facilities and voting by residents to select the new names.

Staff cautions the reader to remember that placing new lettering on buildings and signs has a cost (amount depends upon desired quality of signage/letters). Additionally, staff recommends the Administration Building not be included in the contest if the BOT wishes to pursue Mr. Baldwin's proposal.

Staff requests direction from the BOT regarding this matter.

Name the Facilities Contest

Barefoot Bay is the largest manufactured home community in Florida with around five thousand homes and ten thousand seasonal or full time residents. The main facility buildings have perhaps, the most unimaginative names possible for this community. Current designations of A, B, C, D, E, pool 1, pool 2, pool 3, and NAB (the new administration building), seem to be used as place holders until better names were suggested in the future. The future is here now and I propose a contest be held to rename these facilities.

The following shall apply:

1. Contest will run from February 1, 2020 through March 1, 2020. Announcement of the contest to be published in the Peak at the Week and the Tattler.
2. Submissions to be made for new names for the A, B, C, D&E, pool 1, pool 2, pool 3, the NAB and the lakeside pavilion.
3. Submitted names for each building must begin with the letter of the current name. For example, the A building must have a new name beginning with the letter "A".
4. The new administration building, the lakeside pavillion, and the pools are exceptions to rule 3.
5. No facility to be named after person living or dead.
6. Names with tropical, Floridian, easy living, native plants or animals are preferred.
7. Submissions to be made on Facebook through Barefoot Bay Community or by written entry that will be available in the CVO office.
8. Once the top 3 most popular names for each facility are determined, they will be voted on by a poll conducted on Facebook Barefoot Bay Community and by ballot in the CVO office.
9. The most popular names will be submitted to the Board of Trustees for final consideration. The board will have the option of voting to accept the newly proposed names, or decide to not make any or all changes.
10. Regardless of the Board decision, a winner will be chosen from each submission that recieved the most votes for each facility. In the event the same popular name was submitted by multiple people, the winner will be determined by drawing name from a hat.
11. Prizes for winners to be determined. Suggest the prizes be awarded by the CVO and be along the lines of free tickets to a Barefoot Bay event, certificate, or whatever chosen suitable by the CVO.

Respectfully submitted,

George Baldwin
648 Marlin Circle
585 451-9889

Rev 1.1



Barefoot Bay Recreation District

625 Barefoot Boulevard, "New Administration Building"
Barefoot Bay, FL 32976-9233

Phone 772-664-3141
Fax 772-664-1928

Memo To: Board of Trustees
From: John W. Coffey, ICMA-CM, Community Manager
Date: January 10, 2020
Subject: Manager's Report

Resident Relations

ARCC Meeting 12/10/19

- (10) Consent Items – Approved
- (11) Other Items
 - (1) Tabled
 - (10) Approved

ARCC Meeting 1/7/20

- (1) Old Business
- (23) Consent
- (13) Other Items

Next ARCC Meeting 1/21/20

VC Meeting 1/10/2020

- 13 Cases on the agenda

Interesting Facts for December

- 38 home sales
- 53 new homeowners
- Santa was tired after visiting BBRD

Food & Beverage

There will be a **Pavilion Grand Opening** on Wednesday, January 22nd from 4-5:30pm. A brief ceremony, complementary appetizers and a cash mini bar will be available.

A **“Dance Party with TC & Sass”** is in Building A on Saturday, January 25th. Five dollar tickets are on sale now @ the Lounge, the 19th Hole and Administration.

The **Super Football Sunday party** is Sunday, February 2nd at the 19th Hole. \$13 tickets for the buffet are on sale at the 19th Hole now.

A **Neil Diamond Tribute and Variety Show** will be in Building A on Friday, February 21st. \$10 tickets go on sale January 21st at 10am in the Administration Building.

Tickets for this year’s Friday night, February 14 kickoff concert at the **Barefoot Bay by the Lake Festival** may be purchased for lakeside reserved seating at the CVO office. \$5 field seats may also be purchased now at the Lounge, the 19th Hole and the CVO office.

Big Time Tributes presents its Classic Rewind concert at this year’s Friday night (February 14th) kickoff event at the Barefoot Bay by the Lake Festival. Barefoot Bay residents may purchase tickets for lakeside reserved seating at the Administration Building and CVO Office. Field seats (\$5) may also be purchased at the Lounge, the 19th Hole and the CVO Office. There will be limited open free seating, so get your tickets early.

Flyers with all the details are posted.

Golf-Pro Shop

Tournaments at BBRD Golf Course: Contact Pro Shop 664.3174 for details or to sign up

- Jan 18th: Sandy Lobello Memorial Veterans Golf Tournament
 - Shotgun at 8:30am and 1:00pm
 - Appropriate fees apply (see pro shop for details)
 - Sign up starts January 1st
- Jan 28th: 18-Hole CTP Tournament
 - Shotgun at 8:00am
 - Must be a Ladies League Member
 - Appropriate fees apply (see pro shop for details)

BBRD Song CD available for purchase

Practice Green aerification to repair water damage

- Half of green completed January 2nd
- Other half will be completed January 13th
- **New portable tire inflation service:** staff recently added a portable air compressor to the player assistant’s cart, therefore, if someone on the course has a low tire staff will be happy to add air to ensure a safe and happy round of golf.

Property Services

- Obtained the permit for the Veterans flagpole and began install
- Poured slabs and assembled bleachers at the softball field

- Repaired beach gate and guide wheel
- Continued progress on the mini golf
- Repaired all the loose and sinking pavers at Pool 1
- Replaced light fixtures in pools 2&3 restrooms with LED fixtures
- Began removal of Christmas decorations for storage
- Continued soliciting bids and quotes for various projects

General Information

Bldg. A Project Update

- Staff received the 100% design plans for the project that will accomplish the following previously separately budgeted projects:
 - Renovation/expansion of the Kitchen
 - Upgrade of HVAC system
 - Completion of Electrical Infrastructure Upgrades
- Once the plans have been reviewed and found acceptable, staff will prepare a RFP and place an agenda item on a future agenda for selection of the evaluation committee.

FY21-25 Five-year Financial Model and Capital Improvement Plan

- Hard copies of the FY21-25 5yrFM&CIP and Narrative Supplement will be delivered and emailed to the Trustees before the end of January 17th.
- Electronic copies will be placed on www.bbrd.org by Noon Saturday, January 18th.
- Paper copies (one copy each free to each property owner) will be available starting Wednesday, January 22nd at the Administration Building (Monday, January 20th is a BBRD holiday and offices are closed).
- The BOT will formally review and modify the plan in a workshop scheduled for January 30th in Bldg. D/E at 7pm.