

# RFP NO. 25-002 PARKS MASTER PLAN

#### ADDENDUM NO. 2

April 3, 2025

This addendum shall modify and become a part of the RFP document. Specifications not specifically mentioned in this Addendum are not altered by any changes, amendments, deletions, or additions.

## **Reply to Requests for Information:**

1. Would the City please provide a sample copy of the Purchase Order Terms and provisions that will apply?

See link below to the City's Purchase Order Terms and Conditions.

https://greenacresfl.gov/purchasing/page/terms-conditions

2. As currently worded, we believe that the indemnity provision in section 40, page 7 of the RFP, is not in compliance with FL Statute 725.08 and is unenforceable. Would the City please consider rewording the same to conform with the statute? Suggested language per FL Statutes 725.08: "The design professional shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract."

Item 40 Indemnification under General Terms and Conditions has been revised as follows:

The proposer agrees to indemnify and hold harmless the City, its council members, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the proposer, its agents, officers, subcontractors, employees, or anyone else employed or utilized by the proposer in the performance of this Agreement. The proposer's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the proposer against the City and the proposer hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. Proposer expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

3. Would the City please remove the requirement to "furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary" from the proposal form on page 26? As design professionals, we do not supply materials, tools, etc. Would the City please revise this language to state that we will furnish all "services" necessary.

See attached for the revised Proposal Form (page 26).

4. Would the City please provide a sample contract for review?

As this is new project, the City does not have a sample contract.

5. For the cost proposal, can we submit a lump sum fee instead of hourly rates?

The City's expectation for the cost proposal is as follows as stated in the RFP:

This is to be the total cost to perform the requirements stated in this RFP document. Fee basis should be an all-inclusive, hourly fee. Provide a complete fee schedule delineating hourly rate, estimated hours proposed for personnel and a total not-to-exceed fee for services. Fees shall include estimated travel expenses for any on-site meetings required.

6. Should we provide references in both Tabs 4 (4.1 Professional References) and 7 (7.1 Professional References form)?

Proposers may just submit the Professional References under Tab 4. This shall also include form on pages 28 and 29 of the RFP document.

7. Tab 4.1 Professional References requires firms to include Section 2-6 D., items "a" through "m," on pages 11 and 12, which differs from the information required on the Tab 7.1 Professional References form. Should we follow the criteria in Tabs 4.1 or Tabs 7.1?

Tab 7 refers to the Professional References form which is a summary of references. Tab 4 refers to Section 2-6 D, which includes detailed information for references.

8. Section 2-6 D., item I. on page 12 requests that firms "provide financial statements for their latest year of operation." Does this need to be included for each of the five similar projects performed?

Item I (Provide financial statements for your firm's latest year of operation) will only need to be submitted once. All other items will need to be included for each reference.

9. On page 23, the RFP states "...attach evidence of licenses and certification to perform the required services." Can you provide more detail on what is required?

Are we to attach copies of certificates for RLA/PLA registrations and AICP certifications for each individual or are you looking for business licenses for the firm?

Tab 2 shall include any professional and/or certifications for individuals proposed to work with the City on this project.

10. On page 23, the RFP states "If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was incorporated, also the names and business addresses of its president, secretary and treasurer. The proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the proposal as agent shall file with the proposal, legal evidence of his authority to do so."

Can you provide more detail on what is required? Our firm does not have a "seal." Is the president's signature sufficient or is something more formal required? Also, what type of document may qualify as legal evidence of the president being able to sign as an agent?

The person signing the proposal must be signed by an officer or employee having authority to bind the company or firm. The City verifies this through Sunbiz.org.

11. Could you confirm if our proposal, as Prime, should include our sub-consultants' proposals as attachments, or if our sub-consultant's proposals should be addressed separately to the City? We appreciate the clarification.

The proposal shall be submitted by the Prime. Any subcontractors the Prime anticipates using, shall be indicated and included in the Prime's proposal submission. Reference Tab 3 on page 24 and List of Proposed Subcontractors form on page 31 of the RFP document.

12. Has the City determined a budget amount for the *City of Greenacres, RFP 25-002 - Parks Master Plan* proposal, and if the City has, can you please provide the budget?

The City's FY 2025 Adopted Budget includes a budget of \$150,000. See attached for the budget sheet. The City is currently in process of preparing the FY 2026 Budget.

The proposal submission deadline is Friday, April 11, 2025, at 3:00 PM. Any proposal response received after the designated closing time will be returned unopened.

Any questions concerning this Addendum should be addressed to Monica Powery, Director of Purchasing at purchasing@greenacresfl.gov.

All Proposers shall acknowledge receipt of this addendum by annotating the proposal signature page with the addendum number, completing the section below, and returning with the proposal response to verify receipt.

Company Name:	
Address:	
City, State, and Zip Code:	
Authorized Signature:	
Name and Title:	
Telephone:	Date:



# CITY OF GREENACRES RFP NO. 25-002 PARKS MASTER PLAN

### PROPOSAL FORM

The undersigned, as proposer, hereby declares that the only person or persons interested in the RFP Proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interest in the proposal to which the work pertains; that this proposal is made without connection or arrangement with any other person, company, or parties submitting a proposal; and that the proposal is in all respects fair and made in good faith without collusion or fraud.

The proposer further declares that the RFP proposal document, in its entirety, including the Scope of Work specifications for the work to be done and the other documents relating thereto have been examined. Proposer affirms that all exhibits, attachments, and addenda have also been read prior to the RFP closing and that proposer is satisfied fully, relative to all matters and conditions with respect to the work to which this RFP Proposal pertains. Proposer has given the City written notice of all conflicts, errors, or discrepancies that have been discovered in the proposal documents and the written resolution thereof by the City is acceptable.

The proposer agrees, if this proposal is accepted, to contract with the City of Greenacres, in the form of contract specified, to furnish all services necessary to complete the work specified in the RFP Proposal and the Contract in the manner specified.

Acknowledgement is hereby made of the following Addenda received since issuance of RFP Documents			
Addendum No.	_ Dated:	Addendum No.	_ Dated:
Addendum No.	_ Dated:	Addendum No	_ Dated:
The undersigned hereby certifies that he/she is an authorized representative of the Company who may legally bind the Company:			
*SIGNATURE:		DATE:	
Name:	Printed	Title:	
Company Name:		egal Name	
Telephone No.:		Fax No.:	
Federal I. D. #:		_	

\*Failure to affix signature will result in disqualification of proposal.

**PROJECT NAME** Parks Master Plan

**DEPARTMENT** Community & Recreation Services

**PROJECT NO.** 303-240

## **Project Description**

The City's 2024 Comprehensive Plan outlines a requirement to conduct a City Parks Master Plan. The city maintains 14 parks. The Master Plan Scope of Work should address: Additional required park land; evaluation and analysis of the city's current parks; CPTED requirements; future growth; park use; proximity of city parks; programming; amenities; feasibility of existing park CIP's; current and future projected levels of service.



### Operating Impact Created by Project:

Projected Operating Expense: \$150,000 Estimated Useful Life: 10-20 yrs

Description of Operating Impact: Survey will provide information needed replacement of existing park

elements

#### **Project Budget Budget** Budget Year Cost by CIP Year FY 2026 FY 2027 FY 2028 FY 2029 FY 2030 TOTAL 2024 2025 \$150,000 Consultant Services \$0 \$0 \$0 \$0 \$0 \$0 \$150,000 **Estimated Total** \$0 \$150,000 \$0 \$0 \$0 \$0 \$0 \$150,000 Cost Budget Budget Year **Funding Source** FY 2026 FY 2027 FY 2028 FY 2029 FY 2030 TOTAL 2024 2025 \$150,000 \$0 \$150,000 City \$0 \$0 \$0 \$0 \$0 Private \$0 County \$0 State \$0 Federal \$0 **Estimated Total** \$0 \$150,000 \$0 \$0 \$0 \$0 \$0 \$150,000 Revenue

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