



## CITY OF PALM BEACH GARDENS, FLORIDA

---

Recreation Division  
10500 North Military Trail  
Palm Beach Gardens, FL 33410  
[www.pbgfl.com](http://www.pbgfl.com)  
Phone: 561-630-1104  
Fax: 561-630-1144

**DATE:**

**LOI NO.**

### **REQUEST FOR LETTERS OF INTEREST**

REQUESTS FOR RLI PACKETS MUST BE MADE TO THE CITY CLERK'S OFFICE TO BE ELIGIBLE.

#### **ALL INTERESTED PARTIES:**

The City of Palm Beach Gardens, Florida, hereinafter referred to as CITY, will receive Letters of Interest (L.O.I.) together with any other information relative to the Proposal, at the office of the City Clerk, City Hall, 10500 North Military Trail, Palm Beach Gardens, Florida 33410-4698, for furnishing the services described below:

#### **Recreational Program Proposals**

L.O.I.s must be received by the City Clerk, either by mail or hand delivery, up to 11:00 a.m. on the first Tuesday of each month. The City Clerk will track all submissions for any public review process. Proposals submitted by that time will be reviewed by the Program Analysis Committee every second Tuesday of the month. Facsimile submittals shall not be accepted. Any L.O.I. received after 11:00 a.m. on the first Tuesday of the month shall not be reviewed until the following month.

The CITY reserves the right to reject any or all L.O.I.s, or portions thereof, and to waive any informalities or irregularities in any L.O.I.s received, to re-advertise for L.O.I.s, to award in whole or in part to one or more Proposers, or take any other such actions that may be deemed to be in the best interests of the CITY.

Any questions regarding the L.O.I. specifications and process should be submitted in writing to Tim Kasher, Director of Recreation, 4404 Burns Road, Palm Beach Gardens, FL 33410 or fax (561) 630-1144. Any information that changes, adds to or clarifies the terms, provisions, or requirements of the L.O.I. will be conveyed equally to all competitors in an addendum.

No verbal or written communications shall be made by any Proposer to any City staff member other than Ann Schilling, Resource Manager, Recreation Division. No verbal or written communications shall be made by any Proposer to any elected or appointed official. Violation of the provision shall result in the disqualification and rejection of the Letter of Interest.

A request for a preliminary discussion session on a proposed program can be made through Ann Schilling, Resource Manager, at 561-630-1104. This meeting in no way constitutes an agreement by the CITY to accept any program proposal. These meetings are merely set to discuss the proposal process and access initial potential issues with the proposal.

## **I. GENERAL INFORMATION**

The CITY is seeking to contract, form partnerships and/or hire individuals or businesses, to provide varied recreational/instructional program services to participants in the CITY's Public Recreation Program.

- Proposers may offer to provide specific or varied recreation program services provided that they are consistent with the general nature of recreational/instructional program services to the public.
- Proposals are encouraged but not limited to the leisure activity areas of youth and adult athletics, wellness and exercise, art instruction, dance, education, and other related areas that are recognized acceptable as public recreation offerings.
- Proposals can be similar or different to current programs and do not have to emulate the structure of current programs.
- Proposals must demonstrate a value and reasonable price related to that value to the community as a recreation program.
- Proposals must not rely on the CITY to provide any additional financial support, other than overhead operation costs, and/or capital expenditure. Overhead costs include facility maintenance, utilities, and basic Recreation Division administrative support.
- Activities and/or programs proposed must utilize a Recreation facility or area within the CITY park system.
- The CITY makes no warranty, guarantee or representation as to the success of any program operated as a result of any contract award made pursuant to this L.O.I.
- The CITY shall not approve any proposal or a part of any proposal if it is contrary to laws, statutes, ordinances, policies or procedures of the CITY or is not in the best interest of the CITY as determined in the sole discretion of the CITY.

## **II. SUBMISSION ELEMENTS**

### **A. SERVICES PROPOSED**

The Proposal shall clearly describe the scope of activities or programs proposed, including details of your approach and plan. A statement shall be included which explains why your approach and plan would be effective and beneficial to the City of Palm Beach Gardens Recreation Division.

The following areas shall be presented in detail:

- **Qualifications:** Proposer shall present evidence that they are fully qualified and have substantial experience in the field of their proposal and in the instruction and/or conducting of the program. If staffing is proposed, the same information must be made available for each proposed staff member.
- **Operation:** Proposer shall provide an outline of intended staffing, days and hours for programs, proposed age groups, and the variety of programs to be provided. Narrative must include a program outline, goals of the program and marketing plan.
- **Budget:** Proposal must include a budget of all the costs associated with the program or activity and a proposed fee, if any, that will be charged to participants.
- **Other Information:** Any additional information to assist the CITY in its evaluation of each proposal and optional additions to the Proposer's base proposal, if any, shall also be presented.

### **B. PROPOSER'S QUALIFICATIONS**

This section of the Proposal shall provide a complete resume'. Particular emphasis shall be given as to professional qualifications, the method and manner by which your experience and expertise in similar programs will be brought to bear on this proposal.

### **C. REFERENCES**

Provide a list and description of similar programs satisfactorily performed and completed within the past (3) years. For each program listed, include the name and telephone number of a representative who can verify satisfactory performance.

### **D. COMPENSATION TO CITY**

- The proposal shall detail the proposed relationship desired with the CITY and if applicable, compensation offered to the CITY for the program.

- In the best interest of the CITY, the CITY reserves the right and option to accept or reject any and all proposals or portions of proposals or waive any minor irregularity or technicality in any proposals received.

## **PROPOSAL SUBMITTALS**

One (1) original and three (3) copies of the proposal should be submitted to the City Clerk located at City Hall, 10500 North Military Trail, Palm Beach Gardens, Florida 33410. The proposal is to be submitted in an envelope with the words “ Recreation Program Proposal” clearly marked on the front. Letters of Interest are opened the first Tuesday of each month at 11:00 a.m.

## **ACCEPTANCE OF PROPOSALS**

Proposals will be evaluated by the Program Analysis Committee for the value and benefit the proposed activity or program will bring to the overall public recreation offering. Each proposer will be notified if their proposal(s) will be accepted and subsequent negotiations will occur. If successful negotiations occur, the activity or program will be added to the CITY’s public recreation offering.

**Acceptance of proposals does not guarantee that the offering will be automatically added to the city’s public recreation offering. Additionally, once added, no guarantees are made the CITY will automatically continue offering the activity or program.**

## **INDEMNIFICATION**

**GENERAL INDEMNIFICATION:** To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save, and hold harmless the CITY, its officers, agents, and employees, harmless from any and all claims, damages, losses, liabilities, and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers employees or independent contractors pursuant to the Contract, specifically including but not limited to those caused by or arising out of any act, omission, negligence or default of the Successful Proposer and/or his subcontractors, agents, servants or employees in the provision of the services under the Contract.

**PATENT AND COPYRIGHT INDEMNIFICATION:** Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY its officers, agents, and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.