

REQUEST FOR QUALIFICATIONS (RFQ)

GYMNASTICS PROGRAM INSTRUCTIONAL SERVICES

2019-047-WG

RFQ ISSUANCE DATE: NOVEMBER 26, 2018

STATEMENTS OF QUALIFICATIONS DUE: JANUARY 4, 2019 @ 3:00 PM

ISSUED BY:

MIAMIBEACH

William Garviso, Procurement Contracting Officer II

PROCUREMENT DEPARTMENT

1755 Meridian Avenue, 3rd Floor, Miami Beach, FL 33139

305.673.7000 x 6650 | WilliamGarviso@miamibeachfl.gov | www.miamibeachfl.gov

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SECTION 0200

INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

1. GENERAL. This Request for Qualifications (RFQ) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposer to submit their qualifications, proposed scopes of work and cost Statement of Qualifications (the "proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposer and, subsequently, the successful proposer(s) (the "contractor[s]") if this RFQ results in an award.

The City utilizes **PublicPurchase** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFQ. Any prospective proposer who has received this RFQ by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure it receives any addendum issued to this RFQ. **Failure to receive an addendum may result in disqualification of proposal submitted.**

2. PURPOSE.

The City of Miami Beach is seeking statements of qualification from qualified providers of gymnastic program instruction services for the Scott Rakow Youth Center, in accordance with the terms, conditions and specifications contained herein.

On April 14, 2014 the City of Miami Beach entered into an agreement with Gym Kidz Inc., pursuant to RFP 157-2013, for gymnastics program instruction services. The initial term of the agreement was for a two (2) year term with three (3) additional one-year renewal options. The agreement is effective through April 2019.

The Parks and Recreation Department has been offering gymnastics instruction as part of its year round curriculum of classes at the Scott Rakow Youth Center. The Scott Rakow Youth Center offers a variety of programs and activities for the entire community. It is a place where people of all ages come to have fun, learn a new skill, and spend time with their families. The center is home to after school and summer camp programs, specialty camps, athletic leagues and offers classes in swimming, ice skating, dance, exercise, gymnastics and much more.

The gymnastics multipurpose room is approximately 5,000 square feet and is equipped with a spring exercise floor, uneven bar, vault, mats and balance beams.

3. SOLICITATION TIMETABLE. The tentative schedule for this solicitation is as follows:

Solicitation Issued	November 26, 2018
Pre-Submittal Meeting	December 5, 2018 @ 10:00AM
Deadline for Receipt of Questions	December 28, 2018 @ 5:00PM
Responses Due	January 4, 2019 @ 3:00PM
Evaluation Committee Review	January 16, 2019 @ 9:00AM
Proposer Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

William Garviso, CPPB

(305) 673-7000 #6650

WilliamGarviso@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov; or via facsimile: 786-394-4188.

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

5. PRE-PROPOSAL MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled.

A Pre-PROPOSAL conference will be held as scheduled in Anticipated RFQ Timetable section above at the following address:

City of Miami Beach
Procurement Department
Conference Room
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 5804578

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this RFQ expressing their intent to participate via telephone.

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*. Any prospective proposer who has received this RFQ by any means other than through *PublicPurchase* must register immediately with *PublicPurchase* to assure it receives any addendum issued to this RFQ. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated RFQ Timetable** section.

7. CONE OF SILENCE. This RFQ is subject to, and all proposers are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement

Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov

8. SPECIAL NOTICES. You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website:

<http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

• CONE OF SILENCE.....	CITY CODE SECTION 2-486
• PROTEST PROCEDURES.....	CITY CODE SECTION 2-371
• DEBARMENT PROCEEDINGS.....	CITY CODE SECTIONS 2-397 THROUGH 2-485.3
• LOBBYIST REGISTRATION AND DISCLOSURE OF FEES.....	CITY CODE SECTIONS 2-481 THROUGH 2-406
• CAMPAIGN CONTRIBUTIONS BY VENDORS.....	CITY CODE SECTION 2-487
• CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES.....	CITY CODE SECTION 2-488
• REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS.....	CITY CODE SECTION 2-373
• LIVING WAGE REQUIREMENT.....	CITY CODE SECTIONS 2-407 THROUGH 2-410
• PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES.....	CITY CODE SECTION 2-374
• FALSE CLAIMS ORDINANCE.....	CITY CODE SECTION 70-300
• ACCEPTANCE OF GIFTS, FAVORS & SERVICES.....	CITY CODE SECTION 2-449

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

10. COMPLIANCE WITH THE CITY'S LOBBYIST LAWS. This RFQ is subject to, and all Proposers are expected to be or become familiar with, all City lobbyist laws. Proposers shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such non-compliance.

11. DEBARMENT ORDINANCE: This RFQ is subject to, and all proposers are expected to be or become familiar with, the City's Debarment Ordinance as codified in Sections 2-397 through 2-406 of the City Code.

12. WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS. This RFQ is subject to, and all Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their responses, in the event of such non-compliance.

13. CODE OF BUSINESS ETHICS. Pursuant to City Resolution No.2000-23879, the Proposer shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Department with its response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

14. AMERICAN WITH DISABILITIES ACT (ADA). Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673-7000, Extension 2984.

15. POSTPONEMENT OF DUE DATE FOR RECEIPT OF PROPOSALS. The City reserves the right to postpone the deadline for submittal of proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.

16. PROTESTS. Proposers that are not selected may protest any recommendation for selection of award in accordance with the proceedings established pursuant to the City's bid protest procedures, as codified in Sections 2-370 and 2-371 of the City Code (the City's Bid Protest Ordinance). Protest not timely made pursuant to the requirements of the City's Bid Protest Ordinance shall be barred.

17. JOINT VENTURES. Joint Ventures are not allowed. Proposals shall be submitted only by the prime contractor. Proposals may, however, identify other sub-contractors or sub-consultants to the prime Proposer who may serve as team members.

18. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City Code Section 2-374, the City shall give a preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest responsive, responsible proposer, by providing such proposer an opportunity of providing said goods or contractual services for the lowest responsive proposal amount (or in this RFQ, the highest proposal amount). Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more proposers which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest proposal pursuant to an RFQ or oral or written request for quotation, and such proposals are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

19. DETERMINATION OF AWARD. The final ranking results of Step 1 & 2 outlined in Section 0400, Evaluation of Proposals, will be considered by the City Manager who may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the Proposer to perform the contract.
- (2) Whether the Proposer can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

20. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the

selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

21. POSTPONEMENT/CANCELLATION/ACCEPTANCE/REJECTION. The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this RFQ; postpone or cancel, at any time, this RFQ process; or waive any irregularities in this RFQ, or in any responses received as a result of this RFQ. Reasonable efforts will be made to either award the proposer the contract or reject all proposals within one-hundred twenty (120) calendar days after proposal opening date. A proposer may withdraw its proposal after expiration of one hundred twenty (120) calendar days from the date of proposal opening by delivering written notice of withdrawal to the Department of Procurement Management prior to award of the contract by the City Commission.

22. PROPOSER'S RESPONSIBILITY. Before submitting a response, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

23. COSTS INCURRED BY PROPOSERS. All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

24. RELATIONSHIP TO THE CITY. It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

24. OCCUPATIONAL HEALTH AND SAFETY. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this proposal must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer.

25. ENVIRONMENTAL REGULATIONS. The City reserves the right to consider a proposer's history of citations and/or violations of environmental regulations in investigating a proposer's responsibility, and further reserves the right to declare a proposer not responsible if the history of violations warrant such determination in the opinion of the City. Proposer shall submit with its proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify the City immediately of notice of any citation or violation which proposer may receive after the proposal opening date and during the time of performance of any contract awarded to it.

26. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

27. MISTAKES. Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFQ. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

28. PAYMENT. Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be consistent with Purchase Order format.

29. COPYRIGHT, PATENTS & ROYALTIES. Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

30. DEFAULT. Failure or refusal of the selected Proposer to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a response before such award is made and approved, may result in a claim for damages by the City and may be grounds for removing the Proposer from the City's vendor list.

31. MANNER OF PERFORMANCE. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of this contract.

Where contractor is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The contractor shall be liable for any damages or loss to the City occasioned by negligence of the Proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

32. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

33. NON-DISCRIMINATION. The Proposer certifies that it is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. In accordance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, Proposer shall prohibit discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, and age or disability.

34. DEMONSTRATION OF COMPETENCY. The city may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) in making an award that is in the best interest of the City, including:

- A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.
- B. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.
- C. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.
- D. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.
- E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the City.
- F. The City may require Proposer s to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.

35. ASSIGNMENT. The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

36. LAWS, PERMITS AND REGULATIONS. The Proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

37. OPTIONAL CONTRACT USAGE. When the successful Proposer (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

38. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR. It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

39. DISPUTES. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this solicitation; then
- B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
- C. The solicitation; then
- D. The Proposer's proposal in response to the solicitation.

40. INDEMNIFICATION. The Proposer shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including

appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

41. CONTRACT EXTENSION. The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

42. FLORIDA PUBLIC RECORDS LAW. Proposers are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

43. OBSERVANCE OF LAWS. Proposers are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFQ (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

44. CONFLICT OF INTEREST. All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

45. MODIFICATION/WITHDRAWALS OF PROPOSALS. A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of 120 calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

47. EXCEPTIONS TO RFQ. Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFQ, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFQ to which Proposer took exception to (as said term and/or condition was originally set forth on the RFQ).

48. ACCEPTANCE OF GIFTS, FAVORS, SERVICES. Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

49. SUPPLEMENTAL INFORMATION. City reserves the right to request supplemental information from Proposers at any time during the RFQ solicitation process.

50. ADDITIONAL ITEMS / SERVICES. Although this solicitation and resultant contract identifies specific goods, services or facilities ("items"), it is hereby agreed and understood that the City may require additional items to be added to the Contract which are ancillary or supplemental to the items specified herein and required to complete the work. When additional items are required to be added to the Contract, awarded vendor(s), as applicable to the item being requested, under this contract may be invited to submit price quote(s) for the additional items. If these quote(s) are determined to be fair and reasonable, then the additional items will be awarded to the current contract vendor(s) through either a Purchase Order (or Change Order if Purchase Order already exists) or an amendment to the Contract. Additional items with a cumulative value of \$50,000 or less may be approved by the City Manager. City Commission approval is required for additional items with a cumulative value greater than \$50,000.

The City may determine to obtain price quotes for the additional items from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the City's discretion.

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SECTION 0300

SUBMITTAL INSTRUCTIONS AND FORMAT

1. SEALED RESPONSES. One original Statement of Qualifications (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, proposer name, proposer return address. Statement of Qualifications received electronically, either through email or facsimile, are not acceptable and will be rejected.

2. LATE BIDS. Statement of Qualifications are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of Statement of Qualifications will be considered late and not be accepted or will be returned to proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

3. STATEMENTS OF QUALIFICATIONS FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of Statement of Qualifications, it is strongly recommended that Statement of Qualifications be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references.

TAB 1	Cover Letter & Requirements
1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.	
1.2 Proposal Certification, Questionnaire & Requirements Affidavit (Appendix A). Attach Appendix A fully completed and executed.	

TAB 2	Experience & Qualifications
2.1 Qualifications of Proposing Firm. Submit detailed information regarding the firm's history and relevant experience and proven track record of providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. For each project that the Proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement.	
2.2 Qualifications of Proposer Team. Provide an organizational chart of all personnel and sub-consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications, including membership or certification in the following areas: <ul style="list-style-type: none"> • USAG (U101) Safety and Risk Management Certification • USAG (U100) Fundamental Gymnastics Instruction Course Certification • USAG (U110) Safe Sport Course Certification • CPR/First Aid 	
A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.	

TAB 3	Approach and Methodology
Submit detailed information addressing how Proposer will achieve each portion of the scope of services and technical requirements outlined in Appendix C, Minimum Requirements and Specifications, including (at a minimum) each of the scope related items identified on pages 25 – 31 of Appendix C. Additionally, proposal should emphasize how the Proposer will address the following areas of the scope of services:	

- **Schedule of Activities.** Proposer should include a full schedule of activities to include: class/program name, age of participants to be served, class/program description inclusive of field trip location and date, begin/end time of the class/program and weekly lesson plan.
- **Safety and Supervision.** Proposer should address its plan to maximize safety and supervision at all times, including the monitoring of staff, participants, equipment and facilities.
- **Added Value Programming:** Proposer should include with their program proposal any programs, services, or amenities that would be in addition to and beyond the above program specifications that will provide an added value to the program for the participant(s) and/or City. These added value programs, services, or amenities would be in addition to the standard or traditional programs typically offered and those not requested elsewhere in this RFQ.

TAB 4	Public Benefit
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4.1 Contribution to Educational Initiatives. The City maintains a 501(C)(3) that is used to support the educational initiatives of the Mayor and City Commission. Proposers may propose a financial contribution to the educational initiatives 501(C)(3).

4.2 Other Value-Added Public Benefits. Proposers may submit detailed information on how Proposer will include other value-added public benefits in the delivery of the proposed services, which may include any other benefits, contributions or services that benefit the City and its residents.

4. FINANCIAL CAPACITY. Within three (3) business days of request by the City, Each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

5. ADDITIONAL INFORMATION OR CLARIFICATION. After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

The City reserves the right to request any documentation omitted, with exception of Proposal Certification, Questionnaire & Requirements Affidavit (Appendix A). Bidder must submit any omitted documentation within three (3) business days upon request from the City, or the bid may be deemed non-responsive. Non-responsive bid packages will receive no further consideration.

SECTION 0400

STATEMENTS OF QUALIFICATIONS EVALUATION

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Statement of Qualifications in accordance with the requirements set forth in the solicitation. If further information is desired, Proposals may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of Statement of Qualifications will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the Statement of Qualifications only. The Evaluation Committee does not make an award recommendation to the City Manager. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFQ, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations. The City, in its discretion, may utilize technical or other advisers to assist the evaluation committee in the evaluation of proposals.

2. Step 1 Evaluation. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Department of Procurement Management. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Statement of Qualifications in accordance with the qualifications criteria established below for Step 1, Qualitative Criteria. In doing so, the Evaluation Committee may review and score all proposals received, with or without conducting interview sessions.

Step 1 - Qualitative Criteria	Maximum Points
Proposer Experience and Qualifications	65
Approach and Methodology	30
Public Benefit	5
TOTAL AVAILABLE STEP 1 POINTS	100

3. Step 2 Evaluation. Following the results of Step 1 Evaluation of qualitative criteria, the Proposer may receive additional quantitative criteria points to be added by the Procurement Department to those points earned in Step 1, as follows.

Step 2 - Quantitative Criteria	Maximum Points
Veterans Preference	5
TOTAL AVAILABLE STEP 2 POINTS	5

4. Determination of Final Ranking. At the conclusion of the Evaluation Committee Step 1 scoring, Step 2 Points will be added to each evaluation committee member's scores by the Department of Procurement Management. Step 1 and 2 scores will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Step 1 Points	82	76	80
	Step 2 Points	22	15	12
	Total	104	91	92
	Rank	1	3	2
Committee Member 2	Step 1 Points	79	85	72
	Step 2 Points	22	15	12
	Total	101	100	84
	Rank	1	2	3
Committee Member 2	Step 1 Points	80	74	66
	Step 2 Points	22	15	12
	Total	102	89	78
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

* Final Ranking is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.

APPENDIX A

MIAMI BEACH

Response Certification, Questionnaire & Requirements Affidavit

2019-047-WG GYMNASTICS PROGRAM INSTRUCTIONAL SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

MIAMI BEACH

Solicitation No: 2019-047-WG	Solicitation Title: GYMNASTICS PROGRAM INSTRUCTIONAL SERVICES	
Procurement Contact: William Garviso, CPPB	Tel: 305 673-7000 #6650	Email: WilliamGarviso@miamibeachfl.gov

STATEMENTS OF QUALIFICATIONS CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Response Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposals of certain solicitation and contractual requirements, and to collect necessary information from Proposals in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Statement of Qualifications Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME:		
NO. OF YEARS IN BUSINESS:	NO. OF YEARS IN BUSINESS LOCALLY:	NO. OF EMPLOYEES:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:		
FIRM PRIMARY ADDRESS (HEADQUARTERS):		
CITY:		
STATE:	ZIP CODE:	
TELEPHONE NO.:		
TOLL FREE NO.:		
FAX NO.:		
FIRM LOCAL ADDRESS:		
CITY:		
STATE:	ZIP CODE:	
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:		
ACCOUNT REP TELEPHONE NO.:		
ACCOUNT REP TOLL FREE NO.:		
ACCOUNT REP EMAIL:		
FEDERAL TAX IDENTIFICATION NO.:		

The City reserves the right to seek additional information from proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the proposer to perform in accordance with contract requirements.

MIAMI BEACH

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?

☐

YES

☐

NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

☐

YES

☐

NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Department of Procurement Management with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at <http://www.miamibeachfl.gov/city-hall/procurement/>

7. **Living Wage.** Pursuant to Section 2-408 of the City of Miami Beach Code, as same may be amended from time to time, covered employees shall be paid the required living wage rates listed below:

1. Effective January 1, 2018, covered employees must be paid a living wage rate of no less than \$11.62 per hour with health care benefits of at least \$2.26 per hour, or a living wage rate of no less than \$13.88 per hour without health care benefits.
2. Effective January 1, 2019, covered employees must be paid a living wage rate of no less than \$11.70 per hour with health care benefits of at least \$2.74 per hour, or a living wage rate of no less than \$14.44 per hour without health care benefits.
3. Effective January 1, 2020, covered employees must be paid a living wage rate of no less than \$11.78 per hour with health care benefits of at least \$3.22 per hour, or a living wage rate of no less than \$15.00 per hour without health care benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement. Any payroll request made by the City during the contract term shall be completed electronically via the City's electronic compliance portal, LCP Tracker (LCPTracker.net).

8. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

☐ YES ☐ NO

B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?

☐ YES ☐ NO

C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>.

9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

10. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

11. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375.

12. **Fair Chance Requirement.** Pursuant to Section 2-376 of the City Code, the City shall not enter into any contract resulting from a competitive solicitation, unless the proposer certifies in writing that the business has adopted and employs written policies, practices, and standards that are consistent with the City's Fair Chance Ordinance, set forth in Article V of Chapter 62 of the City Code ("Fair Chance Ordinance"), and which, among other things, (i) prohibits City contractors, as an employer, from inquiring about an applicant's criminal history until the applicant is given a conditional offer of employment; (ii) prohibits advertising of employment positions with a statement that an individual with a criminal record may not apply for the position, and (iii) prohibits placing a statement on an employment application that a person with a criminal record may not apply for the position.

SUBMITTAL REQUIREMENT: No additional submittal is required at this time. By virtue of executing this affidavit, Proposer certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Proposer agrees to provide the City with supporting documentation evidencing its compliance upon request. Proposer further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity.

13. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Statement of Qualifications made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Statement of Qualifications, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving Statement of Qualifications, may accept or reject Statement of Qualifications, and may accept Statement of Qualifications which deviates from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Statement of Qualifications in response to this solicitation.

Following submission of Statement of Qualifications, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Statement of Qualifications and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposals. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposals should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Statement of Qualifications conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Statement of Qualifications submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Statement of Qualifications.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposals will be bound only as, if and when a Statement of Qualifications, as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Statement of Qualifications and supporting documents shall be subject to disclosure as required by such law. All Statement of Qualifications shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposals are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Statement of Qualifications, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Statement of Qualifications, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Statement of Qualifications is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposals agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

MIAMI BEACH

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposals and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Statement of Qualifications Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of FLORIDA)
)
 County of _____)
 of _____, a corporation, and that the instrument was signed in behalf of the
 said corporation by authority of its board of directors and acknowledged said instrument
 to be its voluntary act and deed. Before me:

On this ____ day of _____, 20__, personally
 appeared before me _____ who
 stated that (s)he is the _____

 Notary Public for the State of Florida
 My Commission Expires: _____.

APPENDIX B

MIAMI BEACH

“No Bid” Form

2019-047-WG GYMNASTICS PROGRAM INSTRUCTIONAL SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached “Statement of No Bid.” The “Statement of No Bid” provides the City with information on how to improve the solicitation process. Failure to submit a “Statement of No Bid” may result in not being notified of future solicitations by the City.

Statement of No Bid

WE HAVE ELECTED NOT TO SUBMIT A STATEMENTS OF QUALIFICATIONS AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

☐ Workload does not allow us to proposal

☐ Insufficient time to respond

☐ Specifications unclear or too restrictive

☐ Unable to meet specifications

☐ Unable to meet service requirements

☐ Unable to meet insurance requirements

☐ Do not offer this product/service

☐ OTHER. (Please specify)

We do ☐ do not ☐ want to be retained on your mailing list for future proposals of this type product and/or service.

Signature: _____

Title: _____

Legal Company Name: _____

Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from our vendors list.

PLEASE RETURN TO:

CITY OF MIAMI BEACH

PROCUREMENT DEPARTMENT

ATTN: William Garviso, CPPB

STATEMENTS OF QUALIFICATIONS #2019-047-WG

1755 MERIDIAN AVENUE, 3rd FLOOR

MIAMI BEACH, FL 33139

APPENDIX C

MIAMI BEACH

Specifications

2019-047-WG GYMNASTICS PROGRAM INSTRUCTIONAL SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

C1. Statement of Work Required.

The goal of programming should be to provide a multi-level and diverse gymnastics experience for all participants. The successful proposer shall coordinate a fall, winter, spring and summer schedule of activities in cooperation with and the approval of the Parks and Recreation Director or designee.

The schedule of activities should at minimum include:

- A gymnastics developmental program conducted during the academic school year.
- A one week or more gymnastics camp conducted during the summer school recess.
- A gymnastics program that would provide opportunities for competition.
- A gymnastics program that would meet the needs of those with physical, developmental and/or emotional challenges conducted by experienced, qualified staff.

Additional programming opportunities are desired, to include:

- Birthday party packages
- Cheerleading instruction
- Open gym
- Holiday events and/or special events
- Parent/toddler programs
- Private Classes

Added Value Programming: The Successful Proposer should include with their program proposal any programs, services, or amenities that would be in addition to and beyond the above program specifications that will provide an added value to the program for the participant(s) and/or City. These added value programs, services, or amenities would be in addition to the standard or traditional programs typically offered and those not requested elsewhere in this RFQ.

The Successful Proposer shall be responsible to and report to the Parks and Recreation Director, or his/her designee, regarding all areas of operation/maintenance of the gymnastics facility.

The Successful Proposer shall be at the site of the gymnastics facility for a minimum of twenty (20) hours per week, during posted business/office hours, and at all additional times reasonably necessary for the performance of the job responsibilities specified in the RFQ and executed contract.

Use of the gymnastics facility by the successful proposer will be scheduled and reserved according to a submitted class/performance/camp schedules. Changes to the schedule or additional use requested must be pre-approved by the Parks and Recreation Director or his/her designee.

The Successful Proposer must be physically visible in the gymnastics facility during all hours of operation and shall monitor and supervise the gymnastics facility, staff and programs during all scheduled/reserved use.

The Successful Proposer will provide a full schedule of activities to include: class/program name, age of participants to be served, class/program description inclusive of field trip location and date, begin/end time of the class/program and weekly lesson plan.

MIAMI BEACH

The present Billing Rates are specified below. The City reserves the right to negotiate the fee schedule with the successful proposer.

Gymnastics Program 10-week	Present Rate
Residents	\$149.14
Non-Residents	\$223.72
Registration Fee to Gym Kidz	\$26.64
Birthday Parties/weekly camps/one day camps	\$ \$399.50 (1-20) Res, \$500.71 (1-20) Non-Res, \$452.79 (21-25) Res \$554 (21-25) Non-Res \$506.08 (26-30) Res, \$607.29 (26-30) Non-Res

Gymnastic Camps 9:00AM - 5:00PM	
Residents (Weekly)	\$197.08
Non-Residents (Weekly)	\$354.76

Competitive Team 5 week	
2 hour Resident	\$143.82
2 hour sibling discount	\$122.25
2 hour non-resident	\$215.74
4 hour resident	\$261.01
4 hour sibling discount	\$221.86
4 hour non-resident	\$391.52
7.5 hour resident	\$329.32
7.5 hour sibling discount	\$279.93
7.5 non-resident	\$493.99
10 hour resident	\$365.92
10 hour sibling discount	\$311.03
10 hour non-resident	\$548.87

Privates (5 – 1 hour private classes)	
Resident	\$305.10
Non-Resident	\$457.65

The schedule of classes/programs/camps will be submitted by the Successful Proposer upon the request of the Parks and Recreation Director, or his/her designee. Information submitted will be used for inclusion in the Miami Beach Parks and Recreation Department's biannual Recreation Review, and posted yearly on the department's website.

The Successful Proposer shall monitor (to include attendance and sign in/out of all participants and), maintenance of equipment and daily janitorial upkeep to include but not limited to: vacuuming, sweeping, mopping, sanitizing mats, emptying trash, glass cleaning, etc. as well as supervising the gymnastics operations and the behavior, actions, work, etc., of the Successful Proposer's staff. Additionally, the Successful Proposer and his/her staff will conduct operations in an orderly, professional manner so as not to annoy, disturb or be offensive to customers, patrons or others in the immediate vicinity of such operations.

The Successful Proposer shall furnish prompt and efficient service adequate to meet all reasonable demands, including the establishment of a schedule of services/programs for approval by the Parks and Recreation Director, or his/her designee. Any changes to a pre-approved schedule of services/programs must be approved by the Parks and Recreation Director, or his/her designee, prior to implementation.

The Successful Proposer shall inform the Parks and Recreation Director, or his/her designee, of changes regarding the gymnastics industry in general, rules, regulations, equipment and trends associated with the operation of a recreational gymnastics program. The Successful Proposer shall make recommendations on appropriate actions and/or changes.

The Successful Proposer, or his/her designee, shall assist the Parks and Recreation Director, or his/her designee, in recommending gymnastics facility equipment and improvements and improvements to the overall gymnastics operating policies and procedures at the Scott Rakow Youth Center.

2. Present Gymnastic Center Hours

Monday	2:00 PM to 8:00 PM
Tuesday	2:00 PM to 8:00 PM
Wednesday	2:00 PM to 8:00 PM
Thursday	2:00 PM to 8:00 PM
Friday	No Classes
Saturday	9:00 AM to 12:00 PM
Sunday	9:00 AM to 12:00 PM

3. Personnel

The Successful Proposer represents that he/she has, or will secure at his/her own expense, all necessary personnel required to perform the stated services of this RFQ and the executed contract. Such personnel shall NOT be City employees.

The Successful Proposer, prior to working for the City of Miami Beach must present a complete list of employees including but not limited to: name, contact phone number, certifications, email address, position held and duties, to the Parks and Recreation Director, or his/her designee.

All of the services required by this RFQ shall be performed by the Successful Proposer and his/her personnel.

Staff employed by the Successful Proposer to perform these services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Successful Proposer shall be liable for all work performed by his/her personnel.

The Successful Proposer's instruction personnel shall maintain membership and be certified in the following areas throughout the contract term:

- USAG (U101) Safety and Risk Management Certification
- USAG (U100) Fundamental Gymnastics Instruction Course Certification
- USAG (U110) Safe Sport Course Certification
- CPR/First Aid

The Successful Proposer shall establish, implement and maintain procedures and internal controls to ensure that each employee complies with any and all applicable provisions of the executed contract and all site rules and regulations of the Youth Center and the City of Miami Beach.

The Successful Proposer, and employees of the Successful Proposer, shall use neither controlled substance, unless prescribed by a licensed physician, illegal substances or alcohol. The Successful Proposer and employees of the Successful Proposer, when on or in City property, will not smoke or use tobacco-related products while engaged in their work.

The Successful Proposer, and employees of the Successful Proposer, shall comply with all applicable local, state and federal laws, rules, regulations and procedures.

All applicable taxes, fringe benefits and training for all personnel for the performance under the executed contract shall be the sole responsibility of the Successful Proposer.

Identification: The Contractor(s) shall submit a list of employees with the required background checks as stated above and a photocopy of a valid picture I.D. to the Contract Manager prior to commencement of services hereunder. I.D. shall show company name, employee name and a photo of the employee and shall be in their possession at all times while performing services under this Contract.

4. Marketing Plan

The Successful Proposer shall establish and implement an advertising and marketing plan at its sole expense. All advertising and marketing materials, including but not limited to, flyers, articles, etc., must be pre-approved by the Parks and Recreation Director or his/her designee.

5. Customer Service

The Successful Proposer, and employees of the Successful Proposer, shall, at all times, provide courteous and efficient service to the citizens of Miami Beach and members and guests of the Gymnastics Center and/or Youth Center.

The Successful Proposer shall monitor, control and supervise the conduct, demeanor and appearance of employees, agents, representatives, visitors, customers and patrons. Upon objection by the Parks and Recreation Director, or his/her designee, concerning the conduct, demeanor or appearance of any such person, the Successful Proposer shall immediately take all necessary steps to correct the course of such objection.

The Successful Proposer and its employees shall, at all times, be prompt in opening the Gymnastics Center for business at the scheduled time each day.

The responsibilities and duties of the Successful Proposer and staff of the Successful Proposer may include, but are not limited to, checking class/program/activity rosters for registered participants; monitoring the gymnastics facility during hours of operation; addressing and controlling inappropriate behavior of patrons and visitors; assisting a patron by providing answers to questions regarding programs, events, etc.; and, managing the gymnastics facility operation in a pleasant, efficient and effective manner.

The Successful Proposer and its employees shall, at all times, limit personal activities including visitors, phone calls and individual conversations. Operations of the gymnastics facility shall be conducted in a business-like manner, at all times.

The Successful Proposer shall be responsible for maintaining CPR, First Aid and AED certifications for him/herself and all its employees. The Successful Proposer shall provide documentation, on a yearly basis, of current certifications of each staff member.

The Successful Proposer and employees of the Successful Proposer, in contact with the public, shall perform duties in an efficient and courteous manner.

The Successful Proposer and its employees shall be distinctively uniformed or appropriately attired so as to be distinguishable as the Successful Proposer's employee and not as an employee of the Youth Center and/or the City of Miami Beach.

6. Property

The Successful Proposer shall, at all times, take precautions to avoid any damage or loss of property of the City. The Successful Proposer agrees to reimburse the City for any gymnastics or facility repairs that are a result of negligence, unsafe, careless, etc., actions on the part of the Successful Proposer and his/her staff. The Successful Proposer agrees to purchase any additional equipment and / or supplies that are not already located in the Multipurpose Room located at the Scott Rakow Youth Center.

The Successful Proposer shall replace or repair to the City's satisfaction any loss or damage at the Successful Proposers expense.

The Successful Proposer shall adhere at all times to all safety concerns regarding employees and visitors to the facility.

The Successful Proposer shall be responsible for preventative maintenance inspections, and reporting and supervising daily maintenance of the gymnastics facility.

The Successful Proposer, or his/her designee, shall initiate the scheduled preventative maintenance requirements for upkeep and/or repair of the gymnastics facility equipment.

7. Independent Contractor

The Successful Proposer shall remain an independent contractor with respect to all acts and services to be performed by the Successful Proposer as detailed in this RFQ. The executed Contract shall not render the Successful Proposer as an agent, partner, representative or employee of the City for any purposes whatsoever, nor authorize the Successful Proposer to contract or assume any liabilities in the name of the City. The City shall not be liable for any wages or salaries of any representative, assistant or employee of the Successful Proposer, nor for any debts, liabilities, nor any other obligations of the Successful Proposer.

The Successful Proposer, as an independent contractor, is not entitled to any City employee fringe benefit such as vacation, sick leave, insurance, etc.

The Successful Proposer and/or its employees shall not conduct any business or activity not specifically authorized by this RFQ, unless approved by the Parks and Recreation Director and/or City Manager, when required. If approved, the business or activity shall not interfere in any manner with the use of the public area or infringe upon the normal method of operations of any other parties authorized to be in the center.

The Successful Proposer shall not purchase any merchandise or consignment in the name of the City or Youth Center nor shall the Successful Proposer incur any debt in the name of the City or the Youth Center. The Successful Proposer shall not suffer or permit any mechanics lien to be filed against the premises or the leasehold estate hereby created or any part thereof by reason of work, labor services, or materials supplied or claimed to have been supplied to the Successful Proposer or any sublease or suffer or permit any other lien to attach to the premises or any part thereof of the leasehold estate hereby created.

8. Percentage of Gross (PG)

In consideration of the City executing an agreement and granting the rights provided in the agreement, the successful contractor shall guarantee and pay to the City a Percentage of Gross Revenue. In the event that the City chooses to extend the term of the agreement past the original term or any renewal term(s), the PG may be increased in a manner to be negotiated between the City and successful contractor.

9. Program Registration and Payment

All attendees participating in an authorized program, activity or camp, as outlined in this RFQ, must be registered with and make payment to the Successful Proposer through the use of a registration software system acceptable to the City.

All program, camp and/or activity registrations for participation in an authorized program as agreed to by the Parks and Recreation Director, or his/her designee, and the Successful Proposer, in compliance with the requirements of this RFQ shall be paid directly to the successful Proposer

Ticket sales for performances conducted in compliance with the requirements of this RFQ shall be paid directly to the Successful Proposer.

The costs of participant uniforms and applicable competition fees may be paid directly to the Successful Proposer.

The term "gross revenue" shall include all monies received from all related Gymnastics services provided by the Successful Proposer. Payment will be calculated based on monies collected by the Successful Proposer. The Successful Proposer shall make remittance on a per session/semester basis. Payment will be made no later than ten (10) days from the end of the session/semester. Successful Proposer must submit a detailed financial report outlining the revenues and registrations collected for each session/semester for the corresponding payment due to the City.

The Successful Proposer agrees to establish an effective inventory system, keep accurate books and records in accordance with recognized accounting procedures and to keep and preserve all such complete and true records in the City of Miami Beach for a period of two (2) years following the end of each contract year. All such books and records maintained by the Gymnastics Director shall be available for inspection by the City or its agents without notice.

APPENDIX D

MIAMI BEACH

Special Conditions

2019-047-WG GYMNASTICS PROGRAM INSTRUCTIONAL SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

1. TERM OF CONTRACT. The contract shall commence upon effective date of fully executed agreement and shall be effective for two (2) years.

2. OPTION TO RENEW. The City, through its City Manager, will have the option to extend for three (3) additional one year periods at the City's sole discretion. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the successful contractor.

3. PROTECTION OF PROPERTY. The Successful Contractor will at all times guard against damage to or loss of property belonging to the City of Miami Beach. It is the responsibility of the Successful Contractor to replace or repair any property lost or damaged by any of its employees. The City of Miami Beach may withhold payment or make such deductions as it might deem necessary to ensure reimbursement for loss or damage to property through negligence of the Successful Contractor, its employees or agents.

4. BACKGROUND CHECKS. The Successful Proposer and all employees of the Successful Proposer, prior to contact with any/all participants, must submit to a background check, at the expense of the successful proposer and at no cost to the City, in compliance with local, state and federal laws. The background check shall be completed by the City of Miami Beach's Human Resource Department at the expense of the Successful Proposer. The City shall have the right to refuse to allow any potential employee of the Successful Proposer to work on City property when it deems that their presence on City property is not in the City's best interest.

5. EXAMINATION OF SITES RECOMMENDED. Prior to submitting its offer it is advisable that the vendor visit the sites of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and or labor required. The vendor is also advised to examine carefully the specifications and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

APPENDIX E

MIAMI BEACH

Insurance Requirements

2019-047-WG GYMNASTICS PROGRAM INSTRUCTIONAL SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

MIAMIBEACH

INSURANCE REQUIREMENTS

This document sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods.

- XXX 1. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.
- XXX 2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- XXX 3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
- ___ 4. Excess Liability - \$_____.00 per occurrence to follow the primary coverages.
- XXX 5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
- ___ 6. Other Insurance as indicated:
- | | | |
|-----------------------------------|----------|----|
| ___ Builders Risk completed value | \$_____. | 00 |
| ___ Liquor Liability | \$_____. | 00 |
| ___ Fire Legal Liability | \$_____. | 00 |
| ___ Protection and Indemnity | \$_____. | 00 |
| ___ Employee Dishonesty Bond | \$_____. | 00 |
| ___ Other | \$_____. | 00 |
- XXX 7. Thirty (30) days written cancellation notice required.
- XXX 8. Best's guide rating B+:VI or better, latest edition.
- XXX 9. The certificate must state the proposal number and title

The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.