

Request for Qualifications (RFQ)
2024-107-LB
Gymnastics Program Instructional Services

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SECTION 0100 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 Proposers to submit proposals for the City’s consideration in evaluating qualifications to select a firm with whom it may negotiate an agreement for the purpose noted herein.

The City utilizes Periscope S2G (formerly known as BidSync) (www.periscopeholdings.com or www.bidsync.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 Periscope S2G must register immediately with Periscope S2G to ensure it receives any addendum issued to this RFQ. Failure to receive an addendum may result in disqualification of proposal submitted.

2. BACKGROUND

On July 1, 2019, the City of Miami Beach entered into an agreement with Gym Kidz, Inc., pursuant to RFQ 2019-047-WG, for the gymnastics instruction services. The initial term of the agreement was for a two (2) year term with three (3) additional one-year renewal options. Due to staffing issues, Gym Kidz, Inc. could not continue to provide the services as outlined in the agreement and opted not to renew for an additional year. Before issuing a replacement bid, the Parks and Recreation Department conducted market research to evaluate the need to increase rates to support gymnastics instruction professionals to mitigate staffing challenges and proposed raising participant fees. At the direction of the Finance and Economic Resiliency Committee, on July 21, 2023 the Parks and Recreation Department requested an enhancement to the fiscal year 2024 budget to add funds to their operating budget to subsidize the gymnastics program to avoid fee increases necessary to effectively recruit instructors to resume programming. The enhancement was not approved and at this time, the Parks and Recreation Department wishes to reestablish a gymnastics program for the City of Miami Beach.

3. PURPOSE

The City of Miami Beach is seeking proposals from qualified providers of gymnastic program instruction services, in accordance with the terms, conditions, and specifications contained herein.

The Parks and Recreation Department offers 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, and 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, tumble track, uneven bars, vault, mats, and balance beams. The gymnastics program has approximately 1,491 enrollees annually.

3.1. Interested Parties. Interested parties are invited to submit proposals (qualifications, approach and public benefit) in accordance with Section 0300. All proposals will be evaluated in accordance with the qualitative criteria found in Section 0400. Financial considerations will be negotiated with the awarded firm(s). For award and negotiation process, see Section 0100, Sub-sections 12 and 13.

The current contract for services is attached as Appendix C. It is anticipated that the terms and conditions of any resulting agreement as a result of this RFQ shall contain similar terms and conditions. Notwithstanding, the City reserves the right to amend, add, or delete any term or condition prior to execution.

5. ANTICIPATED RFQ TIMETABLE. The tentative schedule for this solicitation is as follows:

RFQ Issued	September 23, 2021
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MIAMI BEACH

Pre-Proposal Meeting	September 30, 2021 at 10:00 am ET Join on your computer or mobile app Click here to join the meeting Or call in (audio only) +1 786-636-1480 United States, Miami Phone Conference ID: 916 525 649#
Deadline for Receipt of Questions	October 18, 2021 at 5:00 pm ET
Responses Due	October 28, 2021 at 3:00 pm ET Join on your computer or mobile app Click here to join the meeting Or call in (audio only) +1 786-636-1480 United States, Miami Phone Conference ID: 316 934 347#
Evaluation Committee Review	TBD
Tentative Commission Approval	TBD
Contract Negotiations	Following Commission Approval

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

Procurement Contact: Livia Barcelos Telephone: 305-673-7490 Email: liviabarcelos@miamibeachfl.gov

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

The Proposal 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 0100-5. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

7. PRE-PROPOSAL MEETING OR SITE VISIT(S). A pre-proposal meeting or site visit(s) may be scheduled. Attendance for the pre-proposal meeting shall be via web conference and recommended as a source of information but is not mandatory. Proposers interested in participating in the Pre-Proposal Meeting must follow these steps:

Join on your computer or mobile app
[Click here to join the meeting](#)
Or call in (audio only)
 +1 786-636-1480 United States, Miami
 Phone Conference ID: 916 525 649#

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

8. 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 *Periscope S2G*. Any prospective proposer who has received this RFQ by any means other than through *Periscope S2G* must register

immediately with *Periscope S2G* 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.

9. 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

10. 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).

11. 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.

12. DETERMINATION OF AWARD. The City Manager may appoint an evaluation committee to assist in the evaluation of proposals received. The evaluation committee is advisory only to the city manager. The city manager may consider the information provided by the evaluation committee process and/or may utilize other information deemed relevant. The City Manager's recommendation need not be consistent with the information provided by the evaluation committee process 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 Manager 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 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.

13. 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.

14. E-VERIFY. As a contractor you are obligated to comply with the provisions of Section 448.095, Fla. Stat.,

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"Employment Eligibility." Therefore, you shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

15. PERISCOPE S2G (FORMERLY BIDSINC). The Procurement Department utilizes Periscope S2G, Supplier-to-Government electronic bidding (e-Bid) platform. If you would like to be notified of available competitive solicitations released by the City you must register and complete your vendor qualifications through Periscope S2G, Supplier-to-Government www.bidsync.com/Miami-Beach. Registration is easy and will only take a few minutes. For detailed instructions on how to register, complete vendor qualifications and submit electronic bids visit <https://www.miamibeachfl.gov/city-hall/procurement/for-approval-how-to-become-a-vendor/>.

Should you have any questions regarding this system or registration, please visit the above link or contact Periscope S2G, Supplier-to-Government at support@bidsync.com or 800.990.9339, option 1, option 1.

16. HOW TO MANAGE OR CREATE A VENDOR PROFILE ON VENDOR SELF SERVICE (VSS). In addition to registering with Periscope S2G, the City encourages vendors to register with our online Vendor Self-Service web page, allowing City vendors to easily update contacts, attachments (W-9), and commodity information. The Vendor Self-Service (VSS) webpage (<https://selfservice.miamibeachfl.gov/vss/Vendors/default.aspx>) will also provide you with purchase orders and payment information.

Should you have any questions and/or comments, do not hesitate to submit them to vendorsupport@miamibeachfl.gov

17. SUPPLIER DIVERSITY. The City has established a registry of LGBT-owned businesses, as certified by the National LGBT Chamber of Commerce (NGLCC) and small and disadvantaged businesses, as certified by Miami-Dade County. See authorizing resolutions [here](#).

If your company is certified as an LGBT-owned business by NGLCC, or as a small or disadvantaged business by Miami-Dade County, click on the link below to be added to the City's supplier registry (Vendor Self-Service) and bid system (Periscope S2G, Supplier-to-Government). These are two different systems and it is important that you register for both.

Click to see acceptable certification and to register: <https://www.miamibeachfl.gov/city-hall/procurement/how-to-become-a-vendor/>.

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SECTION 0200 **GENERAL CONDITIONS**

FORMAL SOLICITATIONS TERMS & CONDITIONS - GOODS AND SERVICES. By virtue of submitting a proposal in response to this solicitation, proposer agrees to be bound by and in compliance with the Terms and Conditions for Services (dated 10.27.2022), incorporated herein, which may be found at the following link:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

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SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. ELECTRONIC RESPONSES (ONLY). Proposals must be submitted electronically through Periscope S2G (formerly BidSync) on or before the date and time indicated. Hard copy proposals or proposals received through email or facsimile are not acceptable and will be rejected.

A proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for proposal submittals. The City will only consider the latest version of the bid.

Electronic proposal submissions may require the uploading of attachments. All documents should be attached as separate files in accordance with the instructions included in Section 4, below. Attachments containing embedded documents or proprietary file extensions are prohibited. It is the Bidder's responsibility to assure that its bid, including all attachments, is uploaded successfully.

Only proposal submittals received, and time stamped by Periscope S2G (formerly BidSync) prior to the proposal submittal deadline shall be accepted as timely submitted. Late bids cannot be submitted and will not be accepted. Bidders are cautioned to allow sufficient time for the submittal of bids and uploading of attachments. Any technical issues must be submitted to Periscope S2G (formerly BidSync) by contacting (800) 990-9339 (toll free) or S2G@periscopeholdings.com. The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

It is the sole responsibility of each Bidder to ensure its proposal is successfully submitted in BidSync prior to the deadline for proposal submittals.

2. NON-RESPONSIVENESS. Failure to submit the following requirements shall result in a determination of non-responsiveness. Non-responsive proposals will not be considered.

1. Bid Submittal Questionnaire (submitted electronically).
2. Failure to comply with the Minimum Eligibility Requirements (if applicable).

3. OMITTED OR ADDITIONAL INFORMATION. Failure to complete and submit the Bid Submittal Questionnaire (submitted electronically) with the bid and by the deadline for submittals shall render a proposal non-responsive. With the exception of the Bid Submittal Questionnaire (completed and submitted electronically), the City reserves the right to seek any omitted information/documentation or any 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. Failure to submit any omitted or additional information in accordance with the City's request shall result in proposal being deemed non-responsive.

4. ELECTRONIC PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the tabs, and sections as specified below. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic proposal shall be submitted through the "Line Items" attachment tab in Periscope S2G.

TAB 1	Cover Letter, Table of Contents, and Minimum Qualification Requirement
<p>1.1 Cover Letter and Table of Contents. The table of contents should indicate the tabs, sections with tabs and page numbers to facilitate the evaluation committee's review. The cover letter must be signed by a principal or agent able to bind the firm.</p>	

1.2 Minimum Qualification Requirement. Intentionally Omitted.

TAB 2 Experience and Qualifications

2.1 Qualifications of Proposing Firm. Submit detailed information regarding the firm's history, 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 member's qualifications, including membership or certification in the following areas:

- **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 the statement of work outlined in Appendix A, including but not limited to the following considerations:

- **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. Programs should be suitable for various age groups and skill levels. Classes and programs should promote a positive and inclusive atmosphere, ensuring teamwork and individual growth.
- **Flexible Scheduling.** Proposer should address make-up and cancellation policies.
- **Safety and Supervision.** Proposer should address its plan to maximize safety and supervision at all times, including the monitoring of staff, participants, staff-to-student ratios, equipment and facilities. Proposer will provide for a clean, organized, and well-maintained facility. Proposer should follow all safety protocols and consistently check if the facility is well-maintained and is in good condition. Certified and experienced coaches must be utilized for program operations to ensure individual attention and proper supervision
- **Philosophy & Culture.** Proposer should describe its coaching mission, vision and philosophy. The proposer should describe the program culture and its organizational values.
- **Competition Opportunities.** Proposer should describe opportunities for competition and the program's training approach.
- **Communication Plan:** Proposer should address how it plans to communicate program information to parents and the community, as well as informing parents on child's progress and development within the program.
- **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**

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 but are not limited to scholarships, free trial options, and special rates for City of Miami Beach residents etc

SECTION 0400

PROPOSAL EVALUATION

1. EVALUATION COMMITTEE. An Evaluation Committee, appointed by the City Manager, may meet to evaluate each Proposal in accordance with the qualitative criteria set forth below. In doing so, the Evaluation Committee may review and score all proposals received, with or without requiring presentations. It is important to note that the Evaluation Committee is advisory only and does not make an award recommendation to the City Manager or the City Commission. The City Manager will utilize the results to take one of the following actions:

- a. 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; or
- b. The City Manager may recommend that the City Commission authorize negotiations or award a contract to one or more firms in accordance with Section 0100, Sub-section 12; or
- c. The City Manager may Recommend that the City Commission short-list one or more firms for further consideration by the Evaluation Committee; or
- d. The City Manager may recommend to the City Commission that all firms, if more than one (1) responsive submittal is received, be rejected.

2. PRESENTATIONS BY SHORT-LISTED FIRMS. If a short-listing of firms responding to this RFQ is approved, the short-listed firms may be required to make presentations to and be interviewed by the Evaluation Committee. In further considering the short-listed firms, the Evaluation Committee will utilize the criteria set forth in Sub-section 4 below.

3. TECHNICAL ADVISORS. The City, at its discretion, may utilize technical or other advisers to assist the evaluation committee or the City Manager in evaluating proposals.

4. EVALUATION CRITERIA. Responsive, responsible proposals will be evaluated in accordance with the following criteria:

Qualitative Criteria (Points Assigned by Evaluation Committee)	Maximum Points
Experience & Qualifications (Tab 1)	65
Approach & Methodology (Tab 2)	30
Public Benefit	5
TOTAL AVAILABLE POINTS for Qualitative Criteria	100
Quantitative Criteria (Points Assigned by Procurement Department)	Maximum Points
Veteran's Preference Points	5
TOTAL AVAILABLE POINTS for Qualitative and Quantitative	105

5. QUALITATIVE CRITERIA. The Evaluation Committee shall review responsive, responsible proposals and assign points for the qualitative factors only. The Evaluation Committee shall not consider quantitative factors (e.g. veteran's preference) in its review of proposals. The Evaluation Committee shall act solely in an advisory capacity to the City Manager. The results of the Evaluation Committee process do not constitute an award recommendation. The City Manager may utilize, but is not bound by, the results of the Evaluation Committee process, as well as consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Section 0100, Sub-section 10. In its review of proposals received, the Evaluation Committee may review and score all proposals, with or without conducting interview sessions, in accordance with the evaluation criteria.

6. QUANTITATIVE CRITERIA. Following the results of the evaluation of the qualitative criteria by the Evaluation Committee, the Proposers may receive additional points, to be added by City staff. Veterans' Preference points will be assigned in accordance with Section 2-374 of the City Code.

7. DETERMINATION OF FINAL RANKING. The sum of the evaluation criteria points will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Qualitative Points	82	74	80
	Quantitative Points	10	5	0
	Total	92	79	80
	Rank	1	3	2
Committee Member 2	Qualitative Points	82	85	72
	Quantitative Points	10	5	0
	Total	92	90	72
	Rank	1	2	3
Committee Member 2	Qualitative Points	90	74	66
	Quantitative Points	10	5	0
	Total	100	79	66
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

It is important to note that the results of the proposal evaluation process in accordance with Section 0400 does not represent an award recommendation. The City Manager will utilize the results of the proposal evaluation process, and any other information he deems appropriate, to develop an award recommendation to the City Commission, which may differ from the results of the proposal evaluation process and final rankings.

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APPENDIX A

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Minimum Requirements, Specifications & Special Conditions

RFQ 2024-107-LB Gymnastics Program Instructional Services

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

A1. Minimum Eligibility Requirements. Intentionally Omitted.

A2. Statement of Work.

- 4.1 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.
- 4.2 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.
- 4.3 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
- 4.4 **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.
- 4.5 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.
- 4.6 The Successful Proposer (or his/her designee) 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.
- 4.7 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.
- 4.8 The Successful Proposer (or his/her designee) 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.

- 4.9 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.
- 4.10 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	\$181.18
Non-Residents	\$226.47
Registration Fee to Contractor	\$49.64
Birthday Parties	
	\$493.94 (1-20) Res. \$617.42 (1-20) Non-Res, \$559.83 (21-25) Res \$699.79 (21-25) Non-Res \$630.73 (26-30) Res.\$788.40(26-30) Non-Res

Gymnastic Camps 9:00AM - 5:00PM	
Residents (Weekly)	\$241.02
Non-Residents (Weekly)	\$301.27

Competitive Team 5 week	
4 hour resident	\$296.07
4 hour sibling discount	\$266.46
4 hour non-resident	\$333.07
7.5 hour resident	\$402.75
7.5 hour sibling discount	\$362.47
7.5 non-resident	\$503.43
10 hour resident	\$415.08
10 hour sibling discount	\$373.57
10 hour non-resident	\$518.85

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

- 4.11 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.
- 4.12 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.

- 4.13** 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.
- 4.14** 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.
- 4.15** 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.
- 4.16 Available Gymnastic Center Hours**
- | | |
|-----------|--------------------|
| Monday | 9:00 AM to 8:00 PM |
| Tuesday | 9:00 AM to 8:00 PM |
| Wednesday | 9:00 AM to 8:00 PM |
| Thursday | 9:00 AM to 8:00 PM |
| Friday | 9:00 AM to 8:00 PM |
| Saturday | Closed |
| Sunday | 9:30 AM to 5:00 PM |
- 4.17 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.
- 4.18** 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.
- 4.19** All of the services required by this RFQ shall be performed by the Successful Proposer and his/her personnel.
- 4.20** 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.

- 4.21** 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
- 4.22** 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.
- 4.23** 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.
- 4.24** The Successful Proposer, and employees of the Successful Proposer, shall comply with all applicable local, state and federal laws, rules, regulations and procedures.
- 4.25** 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.
- 4.26 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.
- 4.27 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.
- 4.28 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.
- 4.29** 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.

- 4.30 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.
- 4.31 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.
- 4.32 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.
- 4.33 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.
- 4.34 The Successful Proposer and employees of the Successful Proposer, in contact with the public, shall perform duties in an efficient and courteous manner.
- 4.35 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.\
- 4.36 **Equipment.** 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.
- 4.37 The Successful Proposer shall replace or repair to the City's satisfaction any loss or damaged equipment at the Successful Proposers expense.
- 4.38 The Successful Proposer shall adhere at all times to all safety concerns regarding employees and visitors to the facility.
- 4.39 The Successful Proposer shall be responsible for preventative equipment maintenance inspections, and reporting and supervising daily maintenance of the gymnastics facility. Proposer shall complete routine equipment maintenance inspection reports and submit inspection reports to the City upon request.
- 4.40 The Successful Proposer, or his/her designee, shall initiate the scheduled preventative equipment maintenance requirements for upkeep and/or repair of the gymnastics facility

equipment and shall provide to the City proof of such upon request.

- 4.41** The Successful Proposer, or his/her designee, shall report all instances of facility equipment natural deterioration and replacement needs to the City within a year of expected replacement. Equipment replacement and/or repair that poses an immediate danger must be addressed no later than 24 hours of noted deficiency.
- 4.42 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.
- 4.43** The Successful Proposer, as an independent contractor, is not entitled to any City employee fringe benefit such as vacation, sick leave, insurance, etc.
- 4.44** 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.
- 4.45** 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.
- 4.46 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 an agreed upon 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.
- 4.47 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.
- 4.48** 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.

- 4.49 Ticket sales for performances conducted in compliance with the requirements of this RFQ shall be paid directly to the Successful Proposer.
- 4.50 The costs of participant uniforms and applicable competition fees may be paid directly to the Successful Proposer.
- 4.51 **Gross Revenue.** 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.
- 4.52 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.

A3. Special Conditions

- 1. **Term of Contract.** The term of the Agreement resulting from this RFQ shall be for an initial term of three (3) years.
- 2. **Option to renew.** The City, through its City Manager, will have the option to extend for one (1) two-year renewal term or two (2) one-year renewal terms at the City Manager's sole discretion. The successful contractor shall maintain, for the entirety of any renewal period, the same revenue share, terms, and conditions included within the originally awarded contract. 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. **Cost Adjustments.** On or about the anniversary of each contract year, the contractor may request, and the city manager may approve, a cost adjustment based on documented cost increases for the following contract year. Cost adjustments should be limited to changes in the applicable Bureau of Labor Statistics index for the local region or other verifiable evidence of price increases. The Contractor's adjustment request must substantiate the requested increase. The City of Miami Beach, through its city manager, reserves the right to approve a requested adjustment or may terminate the agreement and readvertise for bids for the goods or services.
- 4. **Competitive Specifications.** It is the goal of the City to maximize competition for the project among suppliers & contractors. Consultant shall endeavor to prepare all documents, plans & specifications that are in accordance with this goal. Under no condition shall

Consultant include means & methods or product specifications that are considered “sole source” or restricted without prior written approval of the City.

5. **Change of Project Manager.** A change in the Consultant’s project manager (as well as any replacement) shall be subject to the prior written approval of the City Manager or his designee (who in this case shall be an Assistant City Manager). Replacement (including reassignment) of an approved project manager or public information officer shall not be made without submitting a resume for the replacement staff person and receiving prior written approval of the City Manager or his designee (i.e. the City project manager).
6. **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.
7. **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.
8. **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.

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APPENDIX B

MIAMI BEACH

INSURANCE REQUIREMENTS

RFQ 2024-107-LB
Gymnastics Program Instructional
Services

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

**TYPE 7 – PROFESSIONAL SERVICES
(NON-CONSTRUCTION)
INSURANCE REQUIREMENTS**

The vendor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440 and Employer Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.
- C. Automobile Liability Insurance covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.
- D. Professional Liability (Errors & Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000.

Additional Insured - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the contractor's insurance.

Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation

endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:

City of Miami Beach
c/o Exigis Insurance Compliance Services
P.O. Box 947 Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.