

**AGREEMENT
BETWEEN THE CITY OF MIAMI BEACH
AND
GYM KIDZ, INC.
FOR
GYMNASTICS PROGRAM INSTRUCTIONAL SERVICES, PURSUANT TO REQUEST
FOR QUALIFICATIONS (RFQ) No. 2019-047-WG**

This Professional Services Agreement (Agreement) is entered into this 13 day of ~~November~~ 2019, between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the "City"), and **GYM KIDZ, INC.**, a Florida Corporation, whose address is 2038 N.E. 155 Street, North Miami Beach, Florida 33162 ("Contractor").

**SECTION 1
DEFINITIONS**

- Agreement:** This Agreement between the City and Contractor, including any exhibits and amendments thereto.
- City Manager:** The chief administrative officer of the City.
- City Manager's Designee:** The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager's designee shall be the John Rebar, Department Director.
- Contractor:** For the purposes of this Agreement, Contractor shall be deemed to be an independent contractor, and not an agent or employee of the City.
- Services:** All services, work and actions by the Contractor performed or undertaken pursuant to the Agreement.
- Fee:** Amount paid to the Contractor as compensation for Services.
- Proposal Documents:** Proposal Documents shall mean City of Miami Beach Request for Qualifications ("RFQ") **No. 2019-047-WG for Gymnastics Program Instructional Services**, together with all amendments thereto, issued by the City in contemplation of this Agreement (the "RFQ"), and the Contractor proposal in response thereto ("Proposal"), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: this Agreement; the RFQ; and the Proposal.
- Risk Manager:** The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 6435; and fax number (305) 673-7023.

SECTION 2
SCOPE OF SERVICES (SERVICES)

2.1 In consideration of the Fee to be paid to Contractor by the City, Contractor shall provide the work and services described in **Exhibit "A"** hereto (the Services). In addition thereto, Contractor shall provide the Services in adherence with the fee schedule established by the City, attached and incorporated as **Exhibit "B"** hereto.

SECTION 3
TERM

3.1 The term of this Agreement (Term) shall commence retroactively, as of July 1, 2019, and shall have an initial term of two (2) years, with three (3) additional one-year renewal options, to be exercised at the City Manager's sole option and discretion, by providing Contractor with written notice of same no less than thirty (30) days prior to the expiration of the initial term, (or of a renewal option, as the case may be). Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Contractor.

3.2 During the Term of the Agreement, Contractor shall provide the Services in accordance with the following schedule:

Contractor will be required to provide City with a written schedule of all classes it intends to provide within fourteen (14) days of the Effective Date of this Agreement and, thereafter, at least one month in advance of any new class start date. Classes may be scheduled Monday through Sunday, at such times and locations deemed appropriate by both the Contractor and the City; provided, however, that in the event of a dispute between City and Contractor as to a particular class time and/or location, the City Manager's decision shall be final and binding upon the parties.

A contract year shall begin on July 1st and end on June 30th of a given year.

Upon thirty (30) days prior written notice to the City Manager and the City's Parks Director, and upon approval of the City Manager, the fees set forth in **Exhibit "B"** may be adjusted annually, effective July 1st of each Contract Year ("date of adjustment"), and affect the Fall Season (September) of the upcoming Contract Year, according to increases or decreases in the Consumer Price Index, All Urban Consumers (CPI-U) US City average, Recreation Services, however, in the case of an increase, the annual maximum adjustment shall not exceed three (3) percent. In the event the Federal Government increases the minimum wage by more than three percent (3%), the parties agree to negotiate a reasonable modification to the rates. If the parties cannot reach an agreement, Contractor may terminate the Agreement upon providing the City with six (6) months prior written notice. All notifications of adjustments must be made in writing, on or before June 1st, of the year preceding the date of adjustment; otherwise, the adjustment shall be deemed waived for that particular year.

SECTION 4
CENTER TO BE MANAGED

4.1 The City has employed the Contractor, and Contractor agrees, to operate, manage and

maintain, the following City-owned recreational facilities (hereinafter such recreational facility may be referred to as the "Center"):

4.1.1 That certain City-owned recreational facility commonly known as the Gymnastics Room, located at the Scott Rakow Youth Center, 2700 Sheridan Avenue, Miami Beach, Florida 33140

- 4.2 Contractor herein accepts the Center, including, without limitation, all buildings, improvements, and fixtures located thereon, in their "as is" "where is" condition, and agrees that the City shall have no obligation to improve, restore, refurbish, or otherwise incur any expense in improving or changing the condition of the Center at any time during the Term of this Agreement. Notwithstanding the foregoing, the City shall be responsible for any structural repairs which the City Manager, in the City Manager's sole discretion, deems may be necessary including, roof, A/C, plumbing and electrical repairs, unless caused as a result of the negligence of the Contractor. The City will not be responsible for any interruption of access or use of the Center.

SECTION 5 **PERSONNEL**

5.1 Personnel Background Checks.

Contractor shall comply with the requirements of Sections 435.04, 1012.32 and 1012.465, Florida Statutes, requiring that only those employees who have successfully passed the background screening required by the referenced statutes, and who meet the standards established by the statutes, be allowed access to the Center and/or allowed to perform services under this Agreement. This requirement shall also extend to all Contractor representatives, agents, independent contractors, sub-contractors, or volunteers (such employees, representatives, agents, independent contractors, sub-contractors, or volunteers of Contractor shall be collectively referred to herein as "Personnel") performing duties under this Agreement.

The Personnel shall undergo the aforesated background screening and a drug screening, as well as a credit history check for those positions that require the handling of money (collectively referred to herein as "Background Check Process") prior to entering the Center to begin employment and/or deliver services. The Background Check Process will be conducted by the City of Miami Beach Human Resources Department. Contractor will bear the cost, (currently estimated at approximately \$82.50 per employee, but subject to change from time to time), of acquiring the required Background Check Process, and any fee imposed by the Florida Department of Law Enforcement to maintain the records related to the background screening provided with respect to Contractor and its Personnel. Employment may be contingent upon satisfactory results as determined by the City.

The Personnel shall not be permitted to work at the Center until such time as the Background Check Process has been completed and the Personnel cleared to perform duties under this Agreement. If any Personnel is away from the job for a period of 45 or more days, the City will require a new Background Check Process.

Contractor agrees to require all of its Personnel to notify the Contractor and the City of any arrest(s) or conviction(s) of any offense within 24 hours of its occurrence. Contractor further agrees to immediately notify the City upon becoming aware that one of its

Personnel, who was previously certified as completing the Background Check Process, is subsequently arrested or convicted of any disqualifying offense. **Failure by Contractor to notify the City of such arrest or conviction within 24 hours of being put on notice shall constitute a material breach of this Agreement entitling the City to terminate this Agreement immediately, without further liability to the City**

In connection with the performance of its responsibilities hereunder, Contractor may hire Personnel (as defined in Subsection 5.1 herein), who will be the Personnel of the Contractor and not of the City, and who will be subject to a background Check Process, as set forth in Subsection 5.1 herein, at the expense of the Contractor. Contractor shall provide an adequate number of Personnel and man-hours in order to perform the services required under this Agreement to the satisfaction of the City. Contractor shall select the number, function, qualifications (as stated in the Job Descriptions provided in the attached **Exhibit "C"**), compensation, including benefits (if any), and may, at its discretion and at any time, adjust or revise the terms and conditions relating to such Personnel, in order to ensure an adequate number of Personnel and man-hours to the satisfaction of the City. Contractor must provide the City with a complete list of employees including but not limited to: name, contact phone number, certifications, email addresses, positions held and duties.

- 5.2** The Contractor agrees that all personnel for the Center, shall maintain membership and be certified in the following areas during 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

Contractor is responsible for maintaining all certifications for him/herself and all its employees. Contractor shall provide documentation, on a yearly basis, of current certifications of each staff member.

There must be onsite management by the Contractor at the Center during operating hours.

- 5.3** Contractor's Personnel shall wear clean appropriate apparel to include uniforms/name tags, such that Center patrons can easily identify Contractor and its Personnel. All Personnel furnished to the City of Miami Beach must be uniformed. Each uniform shall display Contractor's name and logo, which logo shall be subject to approval by the City. Uniforms must be provided at the Contractor's expense and may not be charged to an employee or deducted from an employees' paycheck, therefore reducing the hourly pay rate to less than the living wage rate required under the City's Living Wage Ordinance, as same may be amended from time to time.

- 5.4** All Personnel shall observe all the graces of personal grooming. The Contractor shall hire Personnel to work in its operation who are neat, clean, qualified and efficient and shall comport themselves in a professional and courteous manner and be in conformity with the City's Customer Service standards, as set forth in the attached **Exhibit "D"**. If the City deems it appropriate, the Contractor and its Personnel may be required to attend Customer Service training as conducted by the City. If Contractor materially fails to comply with these provisions, the City may send notice of default. The Contractor shall have an experienced manager or managers overseeing the Center—and related operations at all times the Center are open to the general public.

SECTION 6
CENTER HOURS, PROGRAMS, PAYMENTS AND REGISTRATIONS

6.1 Current Center hours are as follows:

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

Contractor and its employees shall, at all times, be prompt in opening the Center for business at the scheduled time each day. Contractor's responsibilities and duties may include, but are not limited to, checking class/program/activity rosters for registered participants; monitoring the Center during hours of operation; addressing and controlling inappropriate behavior or patrons and visitors; assisting a patron by providing answers to questions regarding programs, events, etc.; and, managing the Center in a pleasant, efficient and effective manner.

6.2 All attendees participating in any authorized Gymnastics program, activity or camp, must be registered with and make payment to the Contractor through the use of a registration software system acceptable to the City. All program, camp and/or activity registrations for participation in an authorized Gymnastics program as agreed to by the Parks and Recreation Director, or his/her designee, and the Contractor shall be paid directly to the Contractor.

Ticket sales for performances, costs of participant uniforms and applicable competition fees shall be paid directly to the Contractor.

The term "gross revenue" shall include all monies received from Gymnastics services provided by the Contractor as agreed to by the City. Payment to the City will be calculated based on monies collected by the Contractor. The Contractor shall make remittance on a per session/semester basis. Payment to the City will be made no later than thirty (30) days from the end of the session/semester. Contractor 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 Contractor 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 maintained by the Gymnastics Director shall be available for inspection by the City or its agents without notice.

SECTION 7 MARKETING

7.1 Contractor 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.

SECTION 8 PROPERTY AND MAINTENANCE

- 8.1 The Contractor shall, at all times, take precautions to avoid any damage or loss to the gymnastics equipment at the Center ("City's Equipment"). The Contractor agrees to reimburse the City for any repairs to the Center or the City's Equipment that are a result of negligence, unsafe, careless, etc., actions on the part of the Contractor or his/her staff. The CONTRACTOR agrees to purchase any additional gymnastics equipment and/or supplies (Contractor's Equipment") that are not already located in the Gymnastics Room of the Scott Rakow Youth Center. Contractor shall keep an inventory of all Contractor's Equipment purchased during the Term of the Agreement and notify the City within thirty (30) days of each purchase. At the conclusion of this Agreement, Contractor shall be permitted to retain any and all equipment and supplies purchased by it hereunder.
- 8.2 Contractor shall replace or repair to the City's satisfaction any loss or damage caused by Contractor, and/or its staff at the Contractor's expense.
- 8.3 Contractor shall adhere at all times to all safety concerns regarding employees and visitors to the facility.
- 8.4 Contractor shall be responsible for preventative maintenance inspections, and reporting and supervising daily maintenance of the Gymnastics Room, including the City's Equipment and Contractor's Equipment. The City may ask for copies of maintenance reports at its discretion. Contractor shall initiate the scheduled preventative maintenance requirements for upkeep and/or repair of the Gymnastics Room equipment. The Contractor will be responsible for corrective actions when identified within a reasonable amount of time based on industry standards for such repairs, or immediate corrective action shall be taken when it addresses life safety issues.

SECTION 9 FINES AND PENALTIES

- 9.1 The City reserves the right to levy fines against the Contractor when the City determines that Contractor is not meeting the necessary work requirements. The following table below depicts areas where fines will be levied:

<i>Work Activity</i>	<i>Grace Period</i>
Quality of Operations	24 hours
Personnel Shortages	4 hours
Personnel Dress Code	8 hours
Equipment Deficiencies	72 hours
Supplies	8 hours
Program Management	24 hours

Communications	48 hours
Life Safety Maintenance	2 hours

Fines for failures to complete corrective action for any of the work activities listed above are as follows:

- \$100 after failing to complete corrective action after two (2) notifications
- \$200 after three (3) notifications
- \$500 after four (4) notifications

If additional time is required to complete corrective action, a written request must be submitted for approval to the City prior to the end of the grace period; however the total time granted to complete the corrective action shall not exceed thirty (30) days. The basis for the implementation of fines and penalties includes but is not limited to the following:

- a. Quality of Operations – Inability to provide service in a workmanlike and professional manner; failure to conform to professional and industry standards; and unable to provide maintenance services in a manner in clean orderly and safe condition.
- b. Personnel Shortages – Failure to provide a staffing plan that meets the maintenance coverage requirements of the service area, and/or failure to provide the necessary on-site personnel in accordance to the staffing plan approved by the City
- c. Personnel Dress Code – Failure of employees to meet uniform requirements, including wearing clean uniforms.
- d. Equipment Deficiencies – Inability to fully operate; in non-functional condition; in state of disrepair and or visibly damaged; lacking maintenance; and not generally maintained and in clean condition.
- e. Supplies – Failure to provide the supplies necessary for the proper execution of the program or maintenance service specified.
- f. Program Management - Failure to implement a comprehensive management program to respond to City and/ or stakeholder requests for services and maintenance issues covered by the Contract.
- g. Communications – Failure to submit an approved communications plan addressing routine, scheduled, and emergency maintenance and repair activities, and failure to provide timely notifications as previous prescribed.
- h. Safety Regulations – Failure to adhere to OSHA's most recently published Safety and Health Regulations and general Occupational Safety and Health Standards.

SECTION 10

FEE

10.1 In consideration of the Services to be provided pursuant to this Agreement, the Contractor shall, at the conclusion of every class session, pay the City 20% of all fees collected by the Contractor from the program participants with the exception of registration and competition fees. Contractor shall retain 80% of all fees collected by the Contractor from the program participants. Contractor shall retain 100% of the registration and competition fees. The Contractor shall provide the City with payment, along with session rosters, which will include each participant residency information, and proof of individual payments, all of which must be submitted to the City no later than thirty (30) days from the end of the session/semester.

SECTION 11

TERMINATION

11.1 TERMINATION FOR CAUSE

If the Contractor shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the City, through its City Manager, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the City shall notify the Contractor of its violation of the particular term(s) of this Agreement, and shall grant Contractor ten (10) days to cure such default. If such default remains uncured after ten (10) days, (unless such breach relates to the work activities referenced in Section 9.1, and cannot be cured within 10 days and Contractor has notified City as provided for in Section 9.1 that it requires additional time to comply), not to exceed a total of thirty (30) days, the City may terminate this Agreement without further notice to Contractor. Notwithstanding the foregoing, if the default is of a nature that cannot be cured, such as engaging in fraudulent conduct or making a material misrepresentation of fact, no cure period shall be required and the City Manager may terminate this Agreement immediately, effective upon Grantee receiving the City's written notification. Upon termination, the City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Contractor. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's rights and remedies against Contractor. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

11.2 TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO CONTRACTOR OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE CONTRACTOR OF SUCH NOTICE. ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR

WRITTEN NOTIFICATION TO CONTRACTOR, MAY IMMEDIATELY SUSPEND THE SERVICES UNDER THIS AGREEMENT FOR A TIME CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE. IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE CITY, CONTRACTOR SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED UP TO THE DATE OF TERMINATION; FOLLOWING WHICH THE CITY SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT.

11.3 TERMINATION FOR INSOLVENCY

The City also reserves the right to terminate the Agreement in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.2.

SECTION 12 **INDEMNIFICATION AND INSURANCE REQUIREMENTS**

12.1 INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Contractor, its officers, employees, agents, contractors, or any other person or entity acting under Contractor's control or supervision, in connection with, related to, or as a result of the Contractor's performance of the Services pursuant to this Agreement. To that extent, the Contractor shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the Contractor's responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The parties agree that one percent (1%) of the total compensation to Contractor for performance of the Services under this Agreement is the specific consideration from the City to the Contractor for the Contractor's indemnity agreement. The provisions of this Section 12.1 and of this indemnification shall survive termination or expiration of this Agreement.

12.2 INSURANCE REQUIREMENTS

The Contractor shall maintain and carry in full force during the Term, the following insurance:

1. Contractor General Liability, in the amount of \$1,000,000;
2. Automobile Liability- \$1,000,000 each occurrence-owned/non-owned/hired automobiles included.
3. Workers Compensation & Employers Liability, as required pursuant to Florida Statutes.

The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

All of Contractor's certificates shall contain endorsements providing that written notice shall be given to the City at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy. The insurance certificates for General Liability shall include the City as an additional insured and shall contain a waiver of subrogation endorsement.

Original certificates of insurance must be submitted to the City's Risk Manager for approval (prior to any work and/or services commencing) and will be kept on file in the Office of the Risk Manager. The City shall have the right to obtain from the Contractor specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

The Contractor is also solely responsible for obtaining and submitting all insurance certificates for any sub-contractors.

Compliance with the foregoing requirements shall not relieve the Contractor of the liabilities and obligations under this Section or under any other portion of this Agreement.

The Contractor shall not commence any work and or services pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City's Risk Manager.

SECTION 13

LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Contractor and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 14

LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$10,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to the Contractor for damages in an amount in

excess of \$10,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

SECTION 15

DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/PATENT RIGHTS; COPYRIGHT; AND CONFIDENTIAL FINDINGS

15.1 DUTY OF CARE

With respect to the performance of the work and/or service contemplated herein, Contractor shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

15.2 COMPLIANCE WITH APPLICABLE LAWS

In its performance of the work and/or services, Contractor shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

15.3 WORK PRODUCT/CONFIDENTIAL FINDINGS/PARTICIPANT RECORDS

Any work product arising out of this Agreement, as well as all information specifications, data and findings, are intended to be the property of the City and shall not otherwise be made public and/or disseminated by Contractor, without the prior written consent of the City Manager, excepting any information, records etc. which are required to be disclosed pursuant to Court Order and/or Florida Public Records Law.

Contractor understands and agrees that it is subject to all laws relating to the confidentiality of the information and records of the minors who participate in the gymnastics program. Contractor agrees to regard all participant information as confidential and will not disclose the participant information to any third party.

SECTION 16

GENERAL PROVISIONS

16.1 MAINTENANCE AND EXAMINATION OF RECORDS.

Contractor shall maintain current, accurate, and complete financial records on an accrual basis of accounting related to its operations pursuant to this Agreement. Systems and procedures used to maintain these records shall include a system of internal controls and all accounting records shall be maintained in accordance with generally accepted accounting principles and shall be open to inspection and audit, but not photocopying, by the City Manager upon reasonable prior request and during normal business hours. Such records and accounts shall include a breakdown of revenues, expenses, and profit and loss statements. Contractor shall

maintain accurate receipt-printing cash registers or a like alternative at the Center which will record and show the payment for every sale made or service provided at the Center; and such other records shall be maintained as would be reasonably required by an independent CPA in order to audit a statement of annual revenues and profit and loss statement pursuant to generally accepted accounting principles.

16.2 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Contractor, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Contractor shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

16.3 ASSIGNMENT, TRANSFER OR SUBCONTRACTING

Contractor shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void.

16.4 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Contractor shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

16.5 NO DISCRIMINATION

In connection with the performance of the Services, the Contractor shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Contractor shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

16.6 CONFLICT OF INTEREST

Contractor herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and

Code, as may be amended from time to time; both of which are incorporated by reference as if fully set forth herein.

Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. Contractor further covenants that in the performance of this Agreement, Contractor shall not employ any person having any such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

16.7 CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

- (A) Contractor shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.
- (B) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.
- (C) Pursuant to Section 119.0701 of the Florida Statutes, if the Contractor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Contractor shall:
 - (1) Keep and maintain public records required by the City to perform the service;
 - (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the City;
 - (4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (D) REQUEST FOR RECORDS; NONCOMPLIANCE.
 - (1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

- (2) Contractor's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.
- (3) A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

(E) CIVIL ACTION.

- (1) If a civil action is filed against a Contractor to compel production of public records relating to the City's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorneys' fees, if:
 - a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the City and to the Contractor.
- (2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the City or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- (3) A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411**

SECTION 17

NOTICES

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the Contractor and the City listed below or may be mailed by U.S. Certified Mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service.

Until changed by notice, in writing, all such notices and communications shall be addressed as follows:

TO CONTRACTOR:	Joslyn Varona, President Gym Kidz, Inc. 2038 N.E. 155 Street North Miami Beach, FL 33162
TO CITY:	John Rebar, Director Parks & Recreation Department City of Miami Beach 1700 Convention Center Drive Miami Beach, FL 33139

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand delivered, or by overnight delivery. In the event an alternate notice address is properly provided, notice shall be sent to such alternate address in addition to any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

Notice shall be deemed given on the date of an acknowledged receipt, or, in all other cases, on the date of receipt or refusal.

SECTION 18

MISCELLANEOUS PROVISIONS

18.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

18.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18.3 WAIVER OF BREACH

A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A party's waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

18.4 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

18.5 ENTIRETY OF AGREEMENT

The City and Contractor agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.


FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: 

City Clerk


City Manager

Date: 11/13/19


FOR CONTRACTOR:

GYM KIDZ, INC.

ATTEST:

By: 

Print Name and Title


Solyn Varona
Print Name and Title

Date: 11/8/19



APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney

9-20-19
Date

EXHIBIT “A”

DESCRIPTION OF SERVICES

EXHIBIT "A"

DESCRIPTION OF SERVICES

Contractor shall establish and administer Gymnastics classes and events for Miami Beach residents and visitors at the Scott Rakow Youth Center located at 2700 Sheridan Avenue, Miami Beach, FL 33140.

The goal of programming should be to provide a multi-level and diverse gymnastics experience for all participants. The Contractor 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.

Contractor shall manage and administer these types of programs, classes and/or events for the community on dates mutually agreed upon by Contractor and the City. Contractor shall identify and, as necessary, retain specialized partners and shall be responsible for coordinating and executing the programs contemplated by this Agreement. Contractor shall be solely responsible for the costs and expenses associated with its implementation of the activities, including payment, if any, to specialized partners identified or retained by Contractor in connection with the Services.

Contractor's Programs may include, but not be limited to the following activities:

- Classes / Clinics
- Camps
- Drop-in Classes
- Special Events
- Special Abilities Programs / Classes / Events
- Parent Workshops
- Birthday Parties / Rentals
- Competitive Programs

Any change to the approved fees shall require the prior written approval of the City Manager.

The Contractor 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 Contractor 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 Contractor shall make recommendations on appropriate actions and/or changes.

The Contractor 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.

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

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

EXHIBIT “B”

PARTICIPANT FEES

Gymnastics Recreation Classes (10 classes)	New Contract Fees
Recreation Classes - Resident	\$164.06
Recreation Classes - Sibling Discount	\$147.65
Recreation Classes - Non Resident	\$246.09
Registration Fee to Gym Kidz	\$40.00
Weekly Camps (Summer/Winter/Spring)	New Contract Fees
Residents (9:00 am - 5:30 pm)	\$216.79
Non-Residents (9:00 am - 5:30 pm)	\$390.24
Residents (9:00 am - 3:00 pm)	\$185.00
Non-Residents (9:00 am - 3:00 pm)	\$296.00
Daily Camps (Summer/Winter/Spring)	New Contract Fees
Residents (9:00 am - 5:30 pm)	\$60.00
Non-Residents (9:00 am - 5:30 pm)	\$96.00
Residents (9:00 am - 3:00 pm)	\$50.00
Non-Residents (9:00 am - 3:00 pm)	\$80.00
Birthday Parties	New Contract Fees
Residents (1-20 kids)	\$439.45
Non Residents (1-20 kids)	\$550.78
Residents (21-25 kids)	\$498.07
Non Residents (21-25 kids)	\$609.40
Residents (26 - 30 kids)	\$556.69
Non Residents (26 - 30 kids)	\$668.02
Competitive Team (5 week Terms)	New Contract Fees
2 hours Resident	not doing 2 hrs
2 hours Sibling Discount	not doing 2 hrs
2 hours Non Resident	not doing 2 hrs
4 hours Resident	\$287.11
4 hours Sibling Discount	\$258.30
4 hours Non Resident	\$430.68
7.5 hours Resident	\$362.26
7.5 hours Sibling Discount	\$326.03
7.5 hours Non Resident	\$543.39
10 hours Resident	\$402.52

10 hours Sibling Discount	\$362.26
10 hours Non Resident	\$603.76
Privates (5 - 1hour private class)	New Contract Fees
Resident	\$335.61
Non Resident	\$503.42

EXHIBIT “C”

JOB DESCRIPTIONS

EXHIBIT “D”

CITY’S CUSTOMER SERVICE STANDARDS

EXHIBIT “E”

REQUEST FOR QUALIFICATIONS

MIAMIBEACH

City of Miami Beach, 1755 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DEPARTMENT
Tel: 305-673-7490.

ADDENDUM NO. 3 RFQ 2019-047-WG GYMNASTICS PROGRAM INSTRUCTIONAL SERVICES

December 28, 2018

This Addendum to the above-referenced RFQ is issued in response to questions from prospective bidders, or other clarifications and revisions issued by the City. The RFQ is amended in the following particulars only.

I. ANSWERS TO QUESTIONS RECEIVED

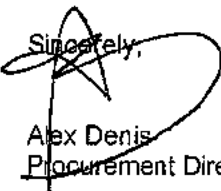
- Q1) Does the price and percentage need to be included in the RFQ?
- A1) **The purpose of the RFQ is to select the best qualified (as determined by the City) proposer for the project. Responses pursuant to the RFQ are not to include cost. Rather, as required per the RFQ, proposers are to submit their qualifications as indicated in Section 0300 (p. 12 – 13). After selection the City and the selected proposer will negotiate scope, terms, and cost.**
- Q2) Can the City clarify Appendix C, Paragraph 6 (page 30), which reads "the Successful proposer shall replace or repair to the City's satisfaction any loss or damage at the successful proposer's expense."
- Scenario 1) If the floor is damaged and we need to replace the entire floor (about \$15k expense), is the equipment the property of the city or the successful proposer? If a piece was damaged, example tumble track bed and we fixed that part only, whose property is it when our contract is over?
- A2) **Please refer to response to Question 1 above.**
- Q3) If Contractor is solely responsible for the equipment, will the room only be used for gymnastics by the Contractor?
- A3) **The room will be a shared space between the Contractor and the City.**
- Q4) If another program or persons not enrolled in gymnastics enter the facilities and injures themselves who will be liable for the injuries?
- A4) **Please refer to response to Question 1 above.**
- Q5) Can the City clarify "the services" as found in Appendix C, Paragraph 9 (page 31)?
- A5) **Please refer to response to Question 1 above.**
- Q6) What is the definition of gross revenue?
- A6) **Please refer to Appendix C, Paragraph 8 (page 31), Entitled Percentage of Gross.**
- Q7) Can you please clarify Section 0200, entitled Exceptions to RFQ (Page 11)?
- A7) **The referenced clause defines Exceptions.**
- Q8) Can you please clarify Appendix A, Paragraph 13 (page 20), entitled Acknowledgement of Addendum? Do I initial # and or do I initial if there is no addendum
- A8) **The referenced clause defines how to acknowledge receipt of addendum.**

- Q9) Can the City clarify what is expected by log in and out on the last paragraph of page 27?
What is expected for classes and camps?
- A9) Please refer to response to Question 1 above.
- Q10) Can the City clarify the second paragraph on page 29? "The Successful Proposer, and employees of the Successful Proposer, shall use neither controlled substance, unless prescribed by a licensed physician, illegal substances or alcohol. Is the use of alcohol by off duty staff prohibited?
- A10) The Contractor shall not allow any employee or sub-contractor to work in the program while under the influence.
- Q11) Is the successful Contractor required to have content insurance or is that covered by the City?
- A11) The City has property insurance coverage for its buildings and contents. Should the City's carrier pay a claim that is found to be the responsibility of the vendor, then subrogation efforts may be initiated.
- Q12) As it relates to the gross revenue due the City; can the City please clarify the penalty for not paying in 10 days?
- A12) Please refer to response to Question 1 above.
- Q13) Can the City clarify the last paragraph of in Appendix C, Paragraph 9 (page 31), Entitled Program Registration and Payment? Is registration fee included?
- A13) Please refer to response to Question 1 above.

Any questions regarding this Addendum should be submitted in writing to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov.

Procurement Contact: William Garviso	Telephone: 305-673-7000, ext. 6650	Email: WilliamGarviso@miamibeachfl.gov
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Proposers are reminded to acknowledge receipt of this addendum as part of your RFQ submission.

Sincerely,

Alex Denis
Procurement Director

MIAMIBEACH

City of Miami Beach, 1755 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DEPARTMENT
Tel: 305-673-7490.

ADDENDUM NO. 2
RFQ 2019-047-WG
GYMNASTICS PROGRAM INSTRUCTIONAL SERVICES

December 24, 2018

This Addendum to the above-referenced RFQ is issued in response to questions from prospective bidders, or other clarifications and revisions issued by the City. The RFQ is amended in the following particulars only.

I. REVISION

- 1. RFQ DUE DATE AND TIME.** The deadline for the receipt of proposals is extended until 3:00 P.M., on Friday, January 11, 2019, at the following location.

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

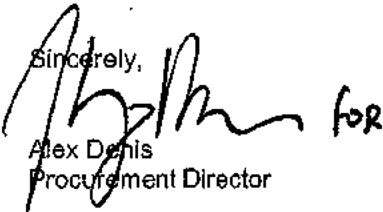
Late proposals will not be accepted. Proposers are cautioned to plan sufficient time to allow for traffic or other delays for which the Proposer is solely responsible.

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov.

Procurement Contact: William Garviso	Telephone: 305-673-7000, ext. 6650	Email: WilliamGarviso@miamibeachfl.gov
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Proposers are reminded to acknowledge receipt of this addendum as part of your RFQ submission.

Sincerely,

 for
Alex Denis
Procurement Director

MIAMIBEACH

City of Miami Beach, 1755 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DEPARTMENT
Tel: 305-673-7490.

ADDENDUM NO. 1
RFQ 2019-047-WG
GYMNASTICS PROGRAM INSTRUCTIONAL SERVICES

November 29, 2018

This Addendum to the above-referenced RFQ is issued in response to questions from prospective bidders, or other clarifications and revisions issued by the City. The RFQ is amended in the following particulars only.

I. REVISION

The Pre-bid meeting has been postponed to December 11, 2018 @ 10:00AM, at the following address:

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

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov.

Procurement Contact: William Garviso	Telephone: 305-673-7000, ext. 6650	Email: WilliamGarviso@miamibeachfl.gov
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Proposers are reminded to acknowledge receipt of this addendum as part of your RFQ submission.

Sincerely,


Alex Denis
Procurement Director

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

MIAMI BEACH

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MIAMI BEACH

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

MIAMI BEACH

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

MIAMI BEACH

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.

MIAMI BEACH

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

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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.

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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:

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- 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

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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.

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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:

- 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:

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- **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

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.

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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

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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

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Response Certification, Questionnaire & Requirements Affidavit

2019-047-WG GYMNASTICS PROGRAM INSTRUCTIONAL SERVICES

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

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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.

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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/>

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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 (LCPTTracker.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/>

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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.

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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.

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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.

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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

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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.

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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/outs 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.

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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

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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.

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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 Proposer's 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.

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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

MIAMI BEACH

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

MIAMI BEACH

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:
- | | |
|---|--------------------------|
| <u> </u> Builders Risk completed value | \$ <u> </u> .00 |
| <u> </u> Liquor Liability | \$ <u> </u> .00 |
| <u> </u> Fire Legal Liability | \$ <u> </u> .00 |
| <u> </u> Protection and Indemnity | \$ <u> </u> .00 |
| <u> </u> Employee Dishonesty Bond | \$ <u> </u> .00 |
| <u> </u> Other | \$ <u> </u> .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.

EXHIBIT “C”

PROPOSAL AND INSURANCE CERTIFICATE COMMISSION MEMORANDUM & RESOLUTION



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation

GYM KIDZ, INC.

Filing Information

Document Number P02000100177

FEI/EIN Number 33-1021977

Date Filed 09/16/2002

State FL

Status ACTIVE

Last Event AMENDMENT

Event Date Filed 06/11/2012

Event Effective Date NONE

Principal Address

2038 NE 155 STREET

NORTH MIAMI BEACH, FL 33162

Mailing Address

2038 NE 155 STREET

NORTH MIAMI BEACH, FL 33162

Registered Agent Name & Address

Regojo, Antonio E

12550 Biscayne Blvd

#110

Miami, FL 33181

Name Changed: 03/24/2016

Address Changed: 02/15/2017

Officer/Director Detail

Name & Address

Title PD

VARONA, JOSLYN L

2038 NE 155ST

N MIAMI BEACH, FL 33162

Title S

VARONA, JORGE A
 2038 NE 155 STREET
 NORTH MIAMI BEACH, FL 33162

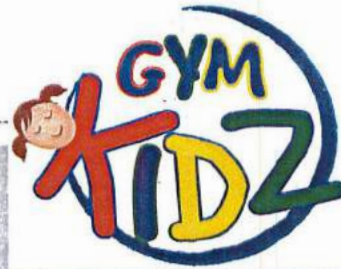
Annual Reports

Report Year	Filed Date
2017	02/15/2017
2018	02/07/2018
2019	04/11/2019

Document Images

<u>04/11/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/07/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/15/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/24/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/07/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/19/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/06/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>06/11/2012 -- Amendment</u>	View image in PDF format
<u>02/08/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>12/27/2011 -- Off/Dir Resignation</u>	View image in PDF format
<u>05/25/2011 -- OFFICER'S NAME CHANGE</u>	View image in PDF format
<u>01/06/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/17/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/02/2009 -- ANNUAL REPORT</u>	View image in PDF format
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<u>01/12/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/27/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/25/2003 -- ANNUAL REPORT</u>	View image in PDF format
<u>09/17/2002 -- Domestic Profit</u>	View image in PDF format

Gym Kidz Gymnastics



**CITY OF MIAMI BEACH
RFQ 2019-047-WG
GYMNASTICS PROGRAM INSTRUCTION SERVICES**

**PROPOSER:
GYM KIDZ, INC
2038 NE 155 ST,
NORTH MIAMI BEACH, FL 33162**

Tab 1: Table of Content

Tab 1.1 Page 3-6

Tab 1.2 Page 7 Attached Appendix A

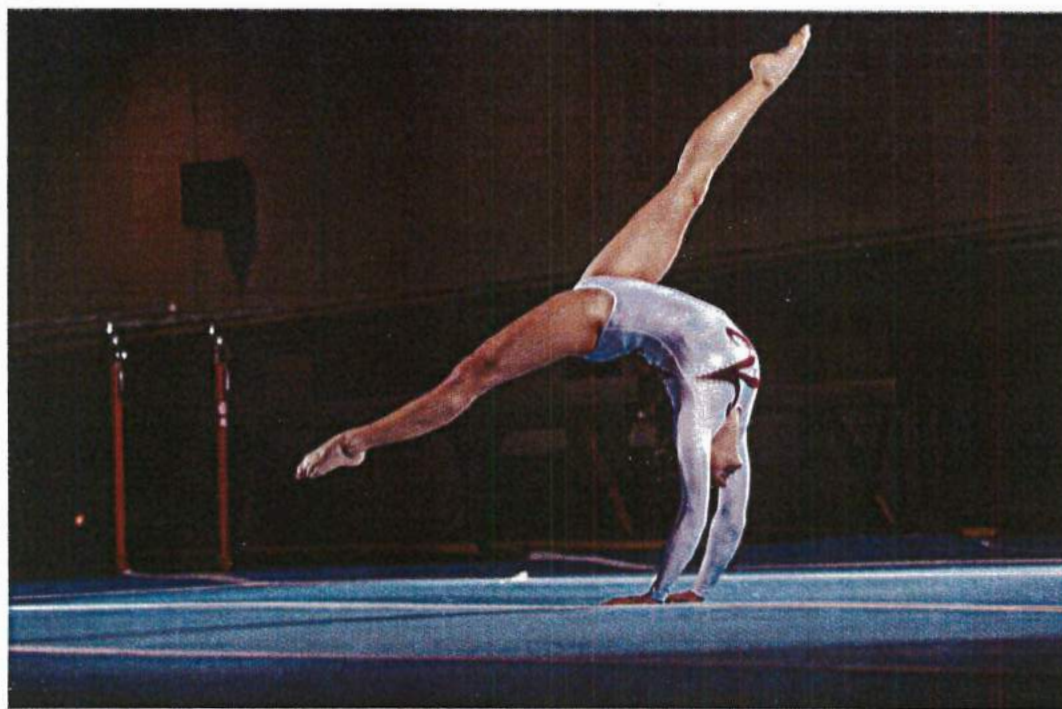
Tab 2.1 Page 8-11

Tab 2.2 Page 12-22 Attached Appendix B

Tab 3 Page 23-38 Attached Appendix C

Tab 4.1 Page 39-40

Tab 4.2 Page 41-42



As an extremely experienced and well established full service gymnastics company with a stellar track record for safety and profitability, Gym Kidz, Inc. has a unique and in-depth understanding of the work and services to be done in connection with the City's RFQ for Gymnastics Services for the City of Miami Beach.

#lovewhatyoudo



Gym Kidz
2038 NE 155 St
N. Miami Beach, FL 33162
305-944-4277
www.gymkidzgymnastics.com
gymkidzmiami@gmail.com

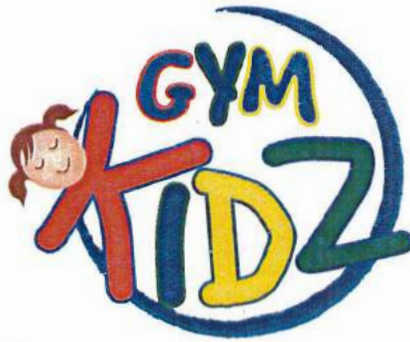
Gym Kidz currently has four (4) separate full-service gymnastics facilities and office locations, including the main corporate office and free-standing facility which is located in North Miami Beach at 2038 N.E. 155 St., North Miami Beach, FL, 33162. Our additional locations are as follows:



**CORAL GABLES YOUTH CENTER
405 UNIVERSITY DRIVE
CORAL GABLES, FL, 33134**

**SCOTT RAKOW YOUTH CENTER
2700 SHERIDAN AVE
MIAMI BEACH, FL 33139**

**PEMBROKE PINES LOCATION
6860 SW 195 AVE
PEMBROKE PINES, FL 33332**



Our North Miami Beach location was founded in 2002 and offers preschool, recreational, and competitive programs. Our leadership team works together to implement and maintain quality customer service while creating a safe and fun environment for children of all ages. By adapting our teaching styles and constantly upgrading our curriculum, we have continued to be a stellar program in the community.

As the current gymnastics contract holder for the City of Coral Gables and the City of Miami Beach, Gym Kidz has been successfully providing comprehensive gymnastics services and programs for both cities. Our track record demonstrates that Gym Kidz has significantly elevated the quality, safety, and profitability of the gymnastics programs to new heights. Our Coral Gables location has been under contract with Gym Kidz for the past 14 years. In that time we have improved our programs annually. The program at the City of Miami Beach went from a couple classes a week and has grown to a full service comprehensive gymnastics program for children of all ages. Our current program in Miami Beach services our youth from walkers through competitive team. In a short amount of time, we have been able to implement our programming and create a safe and fun environment for learning.

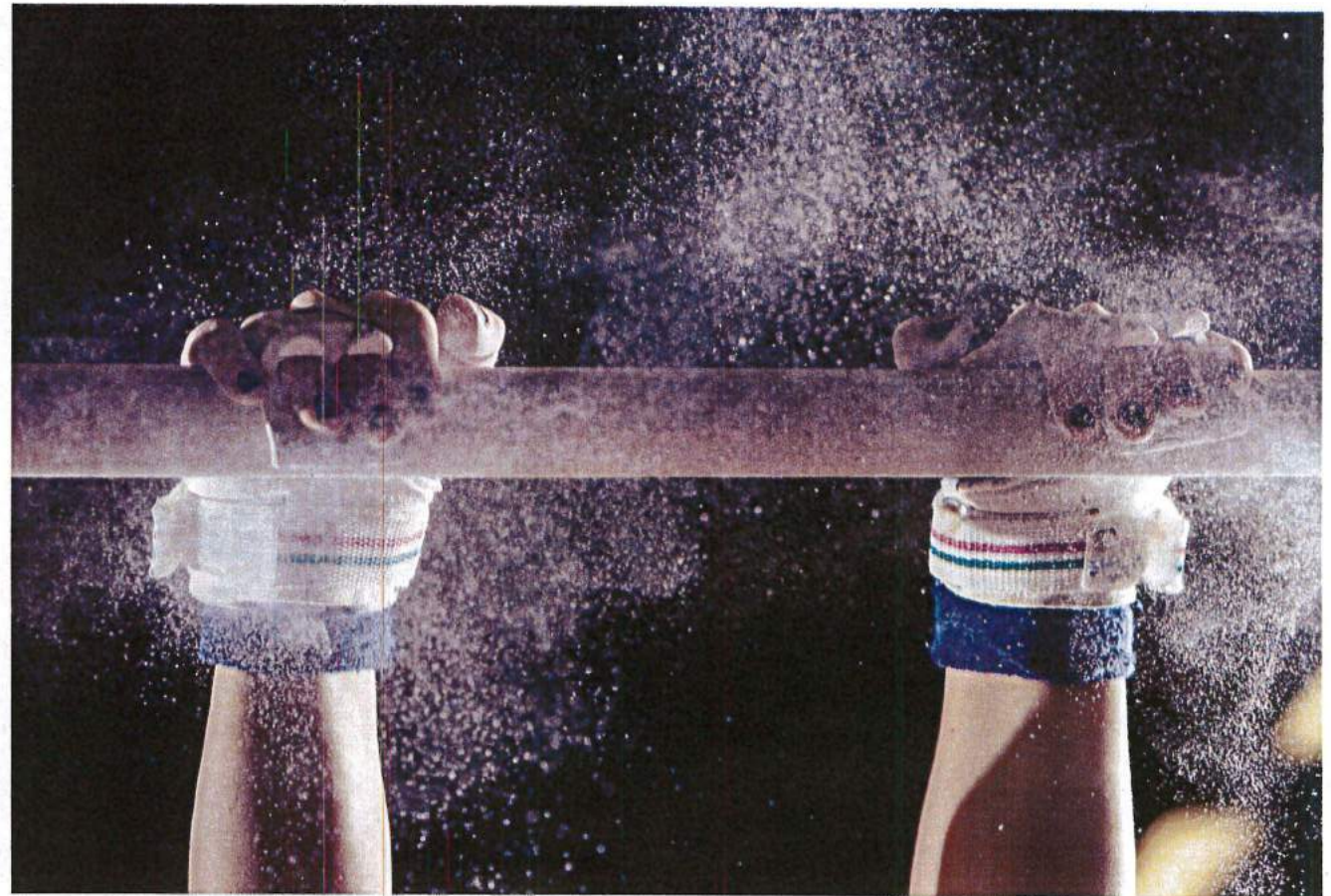
Gym Kidz has a unique, first-hand and special understanding of the actual services to be provided and the work to be done for the project at hand. Not only does Gym Kidz have extensive knowledge and insight concerning the overall gymnastics industry and the business aspects of running a full service gymnastics facility, but Gym Kidz also has extensive knowledge and insight concerning the specific gymnastics needs of running a city based program, and how to continue to enhance and grow the gymnastics program at the Youth Center.

Gym Kidz fully understands the requirements and responsibilities associated with successfully performing the contracted services for the City. With our focus on quality, safety, competency, and innovative programs, Gym Kidz is providing this positive commitment to successfully perform the services and work requested in the RFQ at the highest level of quality and in the best interests of the City. We are fully committed and confident in our ability and competency to provide the highest standard of services for the City.

We will develop and coordinate a fall, winter, spring, and summer schedule of creative gymnastics activities and programs in cooperation with the Parks and Recreation Director. The schedule of activities and programs will include, but not be limited to, gymnastics developmental programming conducted during the academic school year; gymnastics developmental programming for youth to include summer, Holiday and Spring Break Camp Programs, and opportunities for competition. We will continue to expand our value added programs and activities, such as, gymnastic birthday parties, home school field trips, holiday events, inclusion programs, and many others. We will continue to meet and exceed the expectations and needs of the City. The goal of our programming will be to provide a well rounded gymnastics experience for all participants.

Given the nature of the gymnastics services and programs to be provided in accordance with the RFQ, Gym Kidz will be performing the specific gymnastics services under the contract directly on-site at the Youth Center.

Gym Kidz will also have additional support and administrative services being provided from its main corporate office and location. Having multiple locations allows us to enhance our administrative team and enhance the programming to ensure we are implementing our best practices.



**An expert at anything was once a beginner
~Helen Hayes**

Tab 1.2 Proposal Certification, Questionnaire & Requirements Affidavit



(APPENDIX A). ATTACH APPENDIX A FULLY
COMPLETED AND EXECUTED



Tab 2.1: Qualifications of Proposing Firm



Gym Kidz Way... Who We Are!

Qualifications of proposers team

Gym Kidz, Inc. is a well-established, full service gymnastics company, which operates multiple successful gymnastics facilities and provides a broad array of gymnastics classes and programs for children of all ages and levels. We believe there is a gymnastics path for everyone. Our program directors ensure we have programming for children of all ages and abilities and develop curriculum to make each child successful.

On September 16, 2002 we opened our first Gym Kidz in North Miami Beach. Originally we opened with a 5,500 square foot location but have expanded to a 7,500 square foot competitive gymnastics training facility where we offer a broad array of gymnastics classes and programs for children of all ages. Our innovative programs include preschool classes, recreational classes, cheerleading classes, boy's classes, competitive gymnastics, birthday parties, field trips, open gym, field trips, camps, clinics and inclusion programs. Our North Miami Beach location has an extensively trained staff, and over the years, we have consistently provided high quality gymnastics services to thousands of satisfied students. We are continuously striving to enhance the quality of our programs, and to increase parent satisfaction and enrollment.

Contact North Miami Beach:
North Miami Beach Commerce Center
Years of engagement: 16 years
Building Manager: Lisa Yanowitz

Gym Kidz opened its second location two years later. As the current gymnastics services contract holder with the City of Coral Gables for nearly the past fourteen (14) years, Gym Kidz has also successfully operated all aspects of the gymnastics facility and implemented the comprehensive gymnastics programs at the Coral Gables Youth Center. At the Coral Gables facility, Gym Kidz has an extensively trained staff consisting of energetic and positive team members, and over the past 14 years we have consistently provided high-quality and safe gymnastics services to thousands of children and students for the City of Coral Gables.

Contact: City of Coral Gables Supervisor: Carlos Pichardo
Years of engagement: 14 years

Gym Kidz third location was opened in the City of Miami Beach. What started as a once a week gymnastics class, turned into a comprehensive full service gymnastics program for children of all ages and ability levels under the Gym Kidz brand. The current program offers a variety of classes to ensure all gymnasts have a path to success. Gym Kidz prides itself in running only topnotch programming and has implemented our protocols and procedures adopted through our years of experience from running gymnastics program and applied it to the City of Miami Beach gymnastics program. Our administrative team and coaches are knowledgeable and go through extensive training to ensure everyone is teaching the Gym Kidz way. We have held the contract for the City of Miami Beach almost five years.

Contact: City of Miami Beach

Supervisor: Tracey Herrera (Scott Rakow Supervisor)

Years of engagement: 5 years

Our new Pembroke Pines location is currently under construction and we are planning on opening our doors in January 2019. This new adventure will allow us to apply all of the knowledge we have gained through managing multiple facilities and apply it to provide only the best services for our youth.

Contact: Joslyn Varona

Years of engagement: Start Date January 21, 2019

Since being awarded the gymnastics contract at both the Coral Gables Youth Center and the City of Miami Beach, and having started the program at our North Miami Beach facility, Gym Kidz has increased enrollment, developed and implemented new innovative programs, raised the level of employee education and training, created a higher standard of safety awareness leading to the prevention of risk and injury, and consistently increased revenue for the City. We have also increased the level of competitive team training available and have significantly improved the quality of the competitive gymnastics team.

The highly qualified team members of Gym Kidz' also provide innovative gymnastics services and programs at a variety of pre-schools, learning centers, and other facilities throughout South Florida, including: The MET School, The Growing Place, St Patrick's preschool, and South Point elementary school.

Mobile Programs:

The Growing Place Years of engagement: Over 20 years Contact: Debbie Fernandez

The MET School Years of engagement: 3 years Contact: Ana Delgado

St Patrick's Preschool Years of engagement: 14 years Contact: Alicia Hernandez

South Point Elementary School Years of Engagement: 6 months Contact: Laura Coltro

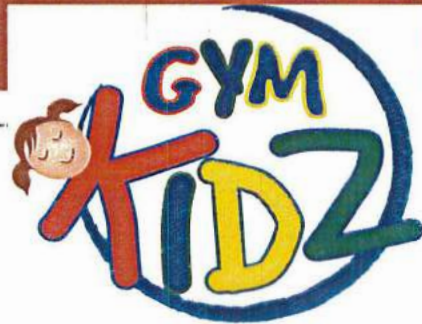
Gym Kidz, collectively through its various programs and facilities, has over 35 extensively trained and energetic staff members, and over the last year alone, Gym Kidz has provided high-quality gymnastics services to more than 1500 children. As a result of all of these successful operations, Gym Kidz has continued to generate substantial revenue.

Based upon our hard work, dedication and creative solutions, Gym Kidz has dramatically increased the overall quality, scope, and consistency of the gymnastics programs. Our proven success and track record has given our Gym Kidz a stellar reputation and impressive history regarding education, staff training, program implementation, program development, program management, and customer satisfaction. We are confident that we are the most culpable, responsive bidder for the services requested.



“Have big dreams, you will grow into them.” unknown

**Gym Kidz substantial firm-wide expertise and experience benefits
work under RFQ**



AS INDICATED IN DETAIL ABOVE, FROM A COMPANY-WIDE PERSPECTIVE, GYM KIDZ HAS AN IMMENSE AMOUNT OF FIRM-WIDE EXPERTISE, EXPERIENCE, HIGHLY TRAINED STAFF MEMBERS, GYMNASTIC INDUSTRY RESOURCES, AND A WELL-ESTABLISHED REPUTATION FOR QUALITY THROUGHOUT THE COMMUNITY. AS EVIDENCED BY OUR TRACK RECORD OF SUCCESS AND OUR DIRECT ACCESS TO (AND OUR ABILITY TO TAP INTO) SUBSTANTIAL RESOURCES, EXPERTISE, EXPERIENCE, AND GYMNASTICS INDUSTRY KNOW HOW WILL BE BROUGHT TO BEAR ON THE PROPOSED WORK UNDER THE RFQ, AND WE WILL CONTINUE TO SUCCEED.

Tab 2.2: Qualifications of Proposers Team

Gym Kidz, Inc.'s ownership and Administrative/Leadership team currently consists of Joslyn Varona, Melissa Martin, Ana Fratto and Jose Luis which collectively bring over 60 years of in-depth and extensive experience with respect to "hands-on" gymnastics instruction, staff management, gym design and development, and the gymnastics industry business. This stellar leadership team is second to none, and their hard work, dedication and experience will ensure the continued success of the Gym Kidz' programs.

Gym Kidz, Inc. was born out of a gymnastics services business known as J&E Sports, which was originally founded by Ms. Joslyn Varona in 1997. To continue the development and expansion of the wonderfully successful gymnastics business, Gym Kidz, Inc. was incorporated in 2002, and under the current leadership team, Gym Kidz has continued to enhance and expand its top-notch gymnastics services and business operations.

The overriding mission of Gym Kidz is to provide innovative and dynamic gymnastics training and programs in a safe and secure environment for children of all ages, and to run an effective, profitable, and exciting business.

Project Management Team

The Gym Kidz Inc. ownership and leadership team consists of Joslyn Varona, Tina Pace, Romina Musach, Jose Luis, and Melissa Martin which all have an extensive amount of experience in connection with all areas of gymnastics coaching, management, maintenance, and fitness education. The resumes for members of the leadership and project management team are attached hereto under Appendix B. Each one of these experienced gymnastics professionals will play an integral part of the management, implementation, and on going execution of the work to be performed as indicated in the RFQ.

The Miami Beach management team collectively has a vast array of experience in coaching, management, and development, which is necessary for creating the best learning environment for our gymnasts to thrive.

Our current management team for the Miami Beach location is as follows:

Joslyn Varona- Owner and President

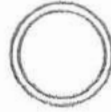
Tina Pace- Miami Beach Manager/ Head Team Coach

Romina Musach- Assistant Miami Beach Manager/ Choreography specialist/ Team Coach

Melissa Martin- Team Administrator/ Coach Development Team

Jose Luis- Facilities Manager and Maintenance Specialist/ Curriculum Development/ Coach Development Team

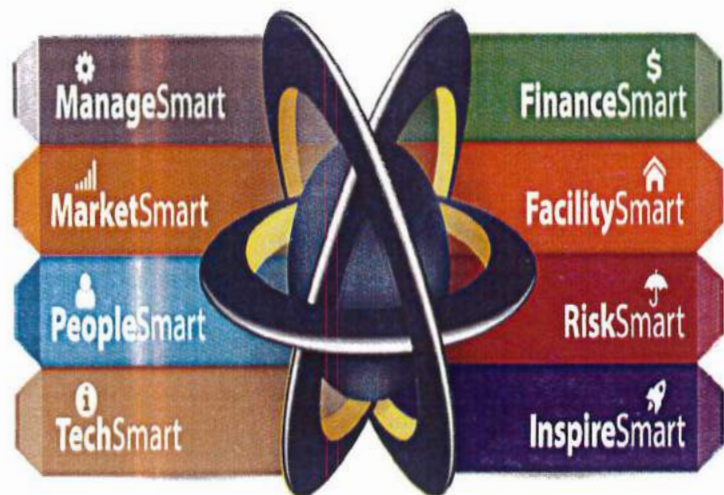
Gym Kidz Resources and Team



Given the fact that Gym Kidz is an experienced and well-established gymnastics company with successful on-going operations in North Miami Beach, Coral Gables, Miami Beach, Pembroke Pines, and other locations throughout South Florida. Gym Kidz has significant resources and has access to its own existing pool of experienced staff and personnel members to satisfy any and all needs relating to the provision of the gymnastic services under the RFQ. Through our experience we have developed a strong culture and have been able to implement protocols and procedures to help each gymnast and coach develop to their full potential. As previously explained, in its North Miami Beach location, Gym Kidz has fully equipped 7,500 square foot competitive gymnastics training facility where Gym Kidz offers a broad array of gymnastics classes and programs. Gym Kidz also has extensive equipment, supplies, and materials in connection with its other operations. Gym Kidz has an impeccable track record for quality performance, and Gym Kidz has significant coverage for workers compensation insurance and liability insurance.

With respect to the methods and procedures for selection of its staff members, the Gym Kidz leadership team reviews resumes and conducts an in-depth personal interview of its potential staff members to ensure that such persons have the qualifications, skills, personality, and team player mentality that is necessary to be a Gym Kidz staff member. All staff members are background checked, drug tested, and required to be first aid/CPR certified, as well as, obtain a USA safety certification. Gym Kidz has intensive and on-going training and education for its staff members and personnel, including "Gym Kidz University" and other innovative training techniques. Gym Kidz has customized and detailed job descriptions for the various employee positions relating to the operation of a full service gymnastics facility. The Gym Kidz leadership team constantly monitors and reviews the performance of its staff members to ensure that Gym Kidz delivers the highest quality and safest gymnastics services.

In order to retain our staff, Gym Kidz has extensive training programs to keep our coaches engaged and ready to teach. Our team also offers paid time off for employees averaging 20 hours or more per week and a retirement program (after being employed for one year) with contribution for those that elect to partake. These benefits are necessary to ensure we are able stay competitive in the market place.



Frank Sahlein- Consultant

As a member of 3rd Level Consulting, we have relied heavily on the guidance of Frank Sahlein and his team at 3rd Level Consulting. Frank Sahlein has been a pioneer in the gymnastics industry as a coach, business owner, and now a mentor.

Frank travels the world gathering and disseminating industry best practices in the areas of business systems, expansion planning, succession planning, and valuation. His work with individual clients, key managers, associations, and suppliers gives him a unique perspective. His mission is to leave a legacy of business education in the children's activity center industry.

Through his company, 3rd Level Consulting, he has mentored many children activity centers and organizations throughout the world.

Gym Kidz has been a member of 3rd Level Consulting for the past ten years and Frank Sahlein has been an integral part of our growth as a business leader in South Florida. We currently utilize his online platforms to train our staff, document all HR training, record all maintenance records and incidents, and allow our staff to grow through the transformations institute. Our business practices are always growing and evolving to be the best we can be by utilizing the KPI's the 3rd Level Consulting has set up in their system.

The program focuses on the following areas to help our business follow best practices:

Manage Smart
Market Smart
People Smart
Tech Smart
Finance Smart
Facility Smart
Risk Smart
Inspire Smart

Frank Sahlein and his team is always only a phone call away. We consult with him to help us on many of our business dealings.

Meet Our Miami Beach Team

Joslyn Varona (Owner and Operator) – As reflected in her resume, Joslyn Varona is the founder and President of Gym Kidz Inc., and she has over 25 years of coaching and management experience in the sport of gymnastics, tumbling, and children's fitness. As an administrator with a wealth of experience, she has been able to personalize each gymnastics program and cater to each facilities demographic by implementing programming that will best serve each community. She has extensive experience conducting the exact same services requested by the RFQ.

- **USA Gymnastics Certifications:**
Fundamentals of Gymnastics Instruction U100
Safety and Risk Management U101
Safe Sport Trained U110
First Aid/CPR Certified
- **CDC Heads Up concussion Training**
- **School of Competitive Gymnastics: Women's Artistic**
School of Competitive Gymnastics: Women's Artistic
Gymnastics: Junior Olympic Team Coach
- **School of Recreational Gymnastics**
School of Recreational Gymnastics: Director
- **School of Business**
School of Business: Executive



Melissa Martin (Team Administrator)- Our team program is managed by Melissa Martin. She is a native Iowan and has coaching experience alongside Liang Chow (Shawn Johnson's coach) while working at Iowa Gym-Nest during her college years. She has had tremendous influences from Al Fong, owner of GAGE gymnastics in Kansas City, MO, as she spent much time training with him as a gymnast. Other influences have come from her own coach, Kelly Dornon –owner of Siouxland Gymnastics Academy in Sioux City, IA who is also a collegiate and recognized brevet level judge.

Melissa received her undergraduate degree in the year 2000 from the University of Iowa in Environmental Bio-Science. She spent five years in Costa Rica where she worked as a bilingual environmental education coordinator for a multi-national school in Monteverde, Costa Rica. She mastered the Spanish language and upon her return to the United States, she lived in Portland, OR, for three years. There she worked as the Pre-Team Director for over 30 girls under the age of seven at American Elite Gymnastics in Troutdale, OR. From there, she sought the Florida sun and resumed teaching gymnastics at Gym Kidz in the year 2005. Melissa, "Coach Missy", holds her Level 4/5, judges rating through NAWGJ and has been managing and providing administrative direction for our Gym Kidz Competitive team for the past fourteen years. As a Level 10 gymnast who attained collegiate status for the University of Iowa, Coach Missy has brought Gym Kidz up to a level that is above standard throughout the gymnastics community. Missy has experience working with pre-school, recreational, and competitive level gymnastics up through Level 9. In addition, she currently works at Cushman School as a fourth grade math and science teacher. Melissa is USAG Certified.



USA Gymnastics Certifications:
Fundamentals of Gymnastics Instruction U100
Safety and Risk Management U101
Safe Sport Trained U110
First Aid/CPR Certified
CDC Heads Up concussion Training
School of Competitive Gymnastics: Women's Artistic
School of Competitive Gymnastics: Women's Artistic
Gymnastics: Junior Olympic Team Coach
School of Recreational Gymnastics
School of Recreational Gymnastics: Advanced Teacher
School of Judging
School of Judging: Women's 4/5 Rated



Jose Luis Fuentes

(Team Coach Development and Maintenance Supervisor) –

Jose Luis is our Head Team coach at our North Miami Beach facility. As a seasoned gymnast he plays an instrumental role in helping to develop our curriculum company wide. As a member of the Venezuelan Gymnastics team he spent years competing for his country on the international stage. His largest accomplishment was attending the 2008 Beijing Olympics as a member of the men's Venezuelan National Team. Jose Luis spent his life in the gym training and is very familiar with all apparatus and safety measures used to train at the highest level. Jose is responsible for visiting each gym monthly for a comprehensive safety check of all equipment. Using our state of the art software tracking system, Jose Luis will be able to record, comment, track, and maintain all records pertaining to gymnastics maintenance. He is also responsible for the maintenance and reporting at all our locations. Jose Luis is a vital part of our compliance and training team.

USA Gymnastics Certifications:

Fundamentals of Gymnastics Instruction U100

Safety and Risk Management U101

Safe Sport Trained U110

First Aid/CPR Certified

CDC Heads Up concussion Training

Currently working on Ninja Kidz certified coach

USA Gymnastics University: Instructor



Tina Pace (Manager)

Tina is a native New Yorker and graduated with a degree in Psychology. She is a registered behavior technician and is enrolled in the Behavior Analysis Program (BCaBA). Tina started as a competitive team coach and was promoted to manager at Gym Kidz Miami Beach. She has managed the facility for the past three years and has helped develop both our recreational and competitive program at the youth center. She is a USA gymnastics certified coach and has experience teaching all levels. Using her background in psychology, she has been able to implement different approaches to the sport of gymnastics to ensure there is a path for everyone. Tina has also been instrumental in assisting with our Special Olympics programming as a coach. She is a certified Special Olympics coach and looks forward to teaching new gymnasts each year.

USA Gymnastics Certifications:
Fundamentals of Gymnastics Instruction U100
Safety and Risk Management U101
Safe Sport Trained U110
First Aid/CPR Certified
CDC Heads Up concussion Training

USA Gymnastics University: Instructor

Romina Musach (Assistant Manager) – Romina was born and raised in Argentina. She graduated with a Bachelors of Choreographic Composition in Buenos Aires. As a professional dancer and choreographer she has worked in the industry as a judge, teacher, producer and performer. Her love of the arts and passion for teaching kids, has given her the tools to teach and inspire our young athletes.

USA Gymnastics Certifications:
Fundamentals of Gymnastics Instruction U100
Safety and Risk Management U101
Safe Sport Trained U110
First Aid/CPR Certified
USA Gymnastics University: Instructor
Ninja Kidz certified Coach



Valerio Cespedes (Team Coach/ Ninja Kids Specialist) - Valerio graduated with a degree in physical education from Cuba. He was a competitive gymnast in his native country and spent twelve years competing. After retirement he started coaching gymnastics and has been coaching for more than 25 years. He also had a passion for dance and was a certified ballet instructor. Valerio's passion for dance and knowledge of gymnastics has been instrumental in developing our team athletes. Valerio has been a dedicated Gym Kidz team member since 2011 and has helped us develop our team members.

USA Gymnastics Certifications:
Fundamentals of Gymnastics Instruction U100
Safety and Risk Management U101
Safe Sport Trained U110
First Aid/CPR Certified
USA Gymnastics University: Instructor
Currently working on Ninja Kidz Certification

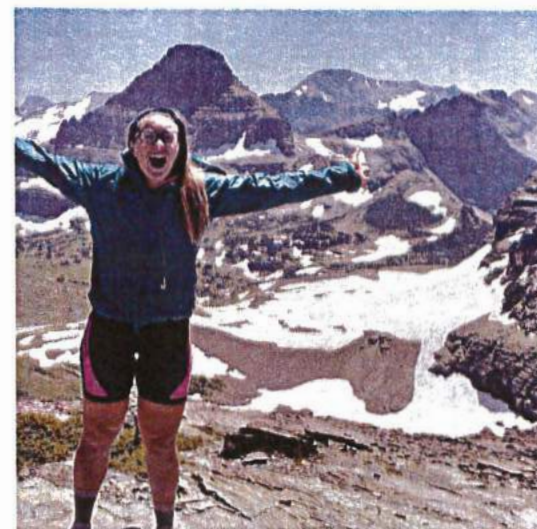


Andrea Arboleda (Coaching and Curriculum Development) - Andrea graduated from the Universidad de Antioquia with a degree in Physical Education. Andrea was a competitive level gymnast through the optional levels in Columbia as a child. Andrea is USA Gymnastics certified and has been coaching for more than 25 years. Andrea worked with competitive level gymnasts in California, before relocating to Miami, FL. Andrea is the manager at the Coral Gables Youth Center and head team gymnastics coach for Gym Kidz Coral Gables. In addition to these responsibilities, Andrea assists with preschool, recreational, open gym, and birthday parties as a competent instructor for Gym Kidz Coral Gables. Andrea provides assistance with both curriculum and coaches development and training for our Miami Beach program.

USA Gymnastics Certifications:
Fundamentals of Gymnastics Instruction U100
Safety and Risk Management U101
Safe Sport Trained U110
First Aid/CPR Certified
CDC Heads Up concussion Training
 School of recreational gymnastics- Development Teacher

Shannon Fenn (Team Coach) - Shannon graduated from the University of Florida with a master's degree in Sports management. Shannon was a competitive level gymnast through the optional levels at our Gym Kidz Coral Gables facility. Shannon is USA Gymnastics certified and has been coaching gymnastics from preschool through competitive team. Her management experience along with her love of the sport has been a great addition to our students. As a former Gym Kidz athlete, it has been a full circle moment in her joining our team.

USA Gymnastics Certifications:
Fundamentals of Gymnastics Instruction U100
Safety and Risk Management U101
Safe Sport Trained U110
First Aid/CPR Certified
 USA Gymnastics University: Instructor





Ana Fratto (Curriculum Development and Management support) –

Ana has worked in the gymnastics industry for over twenty-five years. She started working in her country, Argentina, as a physical education teacher from 1993-1999. Ana then came to the United States and has worked at American Gymsters, Baby Stars, The Little Gym, and Jungle gym. She has been teaching classes from mommy and me to through competitive team. Ana has certification in childcare training and has been safety certified through USA Gymnastics and is also CPR/First aid certified. Ana Fratto has been working as the manager of Gym Kidz for over ten years. She plays an integral role in our administrative/leadership team. Her role for our Miami Beach location is to play a support position for all management needs.

USA Gymnastics Certifications:

Fundamentals of Gymnastics Instruction U100

Safety and Risk Management U101

Safe Sport Trained U110

First Aid/CPR Certified

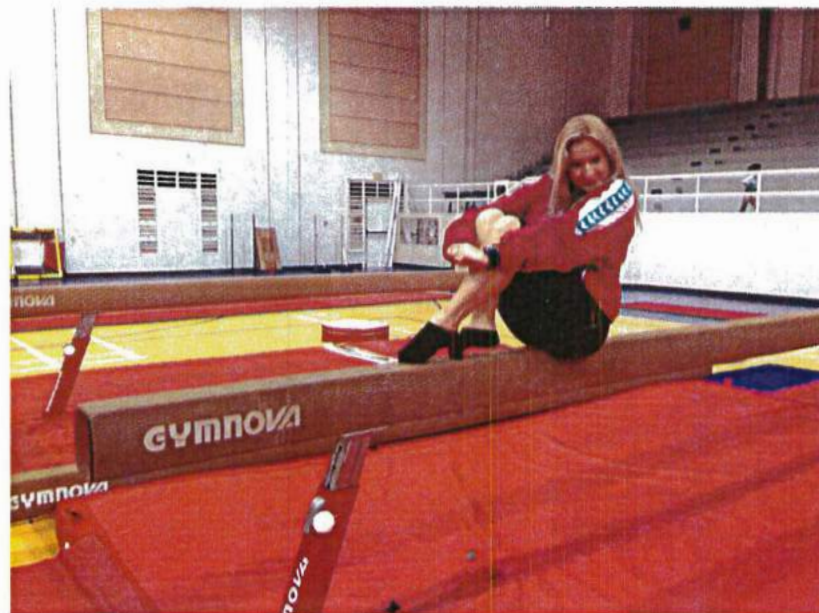
CDC Heads Up concussion Training

School of Recreational Gymnastics

School of Recreational Gymnastics: Advanced Teacher

School of Business

School of Business: Director



Diana Barboza (Team Coach) -

Diana Barboza is Certified USA Gymnastics Coach and level 10 judge. Diana was a professional women's gymnastics athlete through 1992. After she retired as a gymnast, Diana shared her love of gymnastics through coaching. She has been teaching the sport of gymnastics for over fifteen years and has been judging for the past twelve years. As a coach she has been coaching children at the elite level and served as a Team Head coach. She is a certified USAG Jr Olympic development coach and is a judge through NAWGJ. Her personal journey from professional athlete to coach has helped her understand the track of her athletes. Diana has been consulting with Gym Kidz for the past two year.

USA Gymnastics Certifications:

Fundamentals of Gymnastics Instruction U100

Safety and Risk Management U101

Safe Sport Trained U110

First Aid/CPR Certified

Tab 3: Scope of activities provided



As explained above, Gym Kidz has an extremely in-depth comprehensive understanding of the work and services needed in connection with the City's RFQ for Gymnastics Professional for the Youth Center. Given that Gym Kidz has been successfully providing comprehensive gymnastics services for the City of Coral Gables for fourteen (14) years and provided instruction at our free standing facility in North Miami has a unique and special understanding of the services to be provided and what needs to be done for successful implementation of the project.

Gym Kidz also has the hands-on experience and knowledge necessary to use the appropriate approach and methodology to perform the requested services with a high level of success. As compared to any and all other proposers, Gym Kidz has the unique understanding concerning how to continue to enhance the innovative gymnastics programs and curriculums in connection with a youth center. We have a unique and exceptional approach and methodology to ensure that it is the most responsive and responsible proposer for the Gymnastics Professional services. Gym Kidz has developed and implemented extraordinary programs and curriculums for the provisions of the gymnastic services.





Gym Babiez - Our Gym Babiez Program consists of parent-assisted classes for ages 6 months to 3 years old. These classes incorporate gymnastics, music, and movement to encourage developmental skills such as gross motor, fine motor, sensory, linguistic, and cognitive skills. This multi-sensory class allows students to increase learning in the major benchmarks of early development.

Preschool Gymnastics - Tumbling for Treasures is designed to help children learn physically, mentally, and socially, while working on strength, coordination, flexibility, and balance. Children are encouraged to explore body movement, awareness, and expression. This program utilizes the newest and most imaginative curriculum. We have Super Stars for ages 2.5-3 years and Tiny Tumblers for ages 3 and 4.

Recreational Program - The "Go for the Gold" recreational program is for children ages 6 and up. The number one goal is to provide gymnastics training in a fun and safe environment. In order to achieve our goals six levels have been designed to accommodate each child's skill level. Red and orange are girl's beginner, blue and green are the girl's intermediate, and purple and gold are girl's advanced/performance team. All students will be evaluated, by a coach, to determine the appropriate level of placement.

Performance Team (Gym Stars) - Once a gymnast has reached the purple/gold level, they will be invited to our performance team (Gym Stars). This will require a minimum number of class hours where they will learn a performance routine to perform at various events. Our Gym Stars are invited to all in house competitions and have the opportunity to showcase their skills.



Ninja Kids - Ninja Kids is a recreational program designed for children ages 5 to 12 years old. Classes are co-ed and divided by skill level. The program includes four different events, with three levels to progress through. The four events are practices of form, obstacle, climb, and power. All four events are chosen to create a well-rounded ninja and to achieve safe exercise, learning, and fun in every class. To advance through the colors, Ninjas must complete their corresponding online skill charts, which the parents can view at any time. In addition to their other skills and exercises in class, there is a focus-skill, called "skill of the week". This "skill of the week" is focused on each event the ninjas work on during every class. Our skilled coaches work with the Ninja Kids cloud based curriculum to develop a weekly curriculum for our ninjas. Once a coach has been trained on all the events, they must pass a test to become Ninja Certified Coaches.

Cheerleading classes - Our cheerleading program is for girls and boys in 1st grade or above. There is no experience necessary. This class focuses on jumps, motions, tumbling, and stunt technique designed for appropriate age level. This class is great for anyone who is interested in pursuing the sport of cheerleading at any level.

Play Kidz- Our Play Kidz program is a great way for our children with special needs to enjoy the sport of gymnastics in a fun filled low ration program. Our classes are geared toward Autistic and Special needs children. Classes include music, gymnastics, and age-appropriate sensory activities. This class will help develop gross motor, fine motor, balance, linguistic, and cognitive skills.

Hot Tots and Hot Shots - This invitation only class is a pre-team program that is for the advanced gymnast ready for a more challenging curriculum. The Hot Tots and Hot Shots program prepares young athletes for a future on the competitive team. Students are recommended and evaluated for this program

Camps - Gym Kidz offers Winter, Spring, and Summer Camps through out the year. Each camp is filled with a variety of enjoyable group activities designed for campers to learn progressive gymnastics skills on all the competitive events. Fun activities including arts and crafts, games, movie-time, and much, much more are scheduled for the camper's daily camp adventure.

End of the Year show - Gym Kidz holds a special end of the year show for all students enrolled in our programs. Students are invited to bring friends and family to watch them perform all the fabulous skills they have learned throughout the year. Upon completion of the performance, each child receives their very own Olympic style medal.

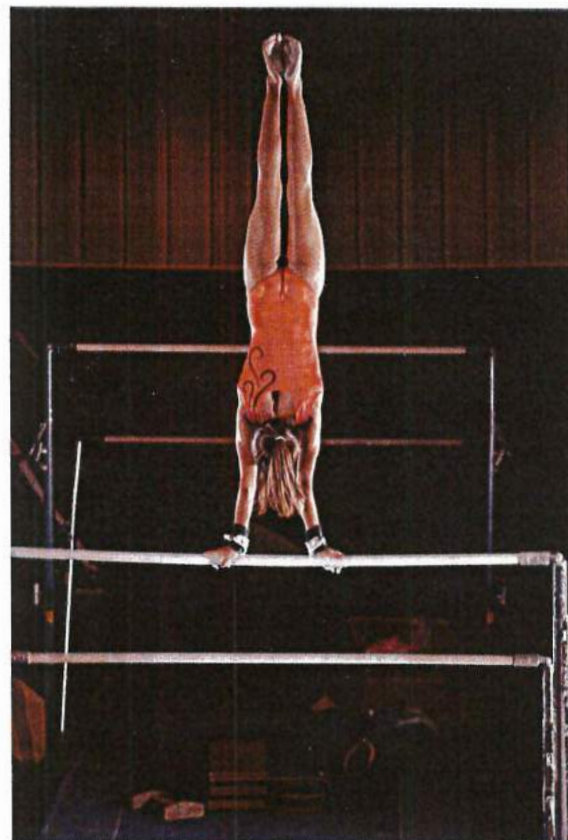


In Gym field trips - We offer field trips to church groups, temples, schools, and home-school groups of all ages. Children can enjoy a fun- filled experience learning about fitness and all of its benefits through all the amazing activities we have available.

Competitive Team Program -

Gym Kidz offers competitive team training for both boys and girls. The Gym Kidz competitive program will help train gymnast both mentally and physically to become prolific in the sport of gymnastics. Gym Kidz competes both with USA gymnastics and AAU sanctioned meets and year around in the local and regional competitions. Participation in this program is by invitation only and requires an evaluation and tryout by the Head Coach.

Gymnastics Parties - Gym Kidz gymnastic parties are designed to offer both fun and instruction. Action-packed parties will entertain children of all ages in a fun and safe environment. We have different options for different ages which enable us to meet all their party needs right here in the convenience of our air-conditioned facility.



Curriculum



At Gym Kidz, our number one goal is to build each child's self-confidence and self-esteem while improving coordination, flexibility, and physical strength through the sport of gymnastics in a safe and fun environment. This is evident in the detailed program curriculum, lesson plans, and staff implementation that allow us to provide excellence in gymnastic coaching and customer service. We have teamed up with several amazing organizations such as: 3rd Level Consulting, Ninja Kids and iClass Pro to give us the support and creative outlets needed to provide a suburb gymnastic program. USA Gymnastics also keeps our staff up to date on safety trends and any updates in our gymnastics community.

- **Ninja Kids-** Is our cloud-based ninja training program. Gym Kidz is a licensed Ninja Kids program holder. This program trains our staff to be ninja savvy and ensures we are providing safe, secure, and fun programming. The ninja kids program outlines the different levels of ninja training needed to keep the program safe and the kids learning. The online platform is also used to train our staff to become certified ninja pros.
- **iClassPro-** Is our cloud-based management software program. Through this program our coaches are able to test our gymnast throughout the year and keep tabs on their progress. Using this cloud-based program, parents are able to monitor their child's training and view what skills are necessary to advance to the next level. Once a child has completed all skills, a certificate of completion is emailed to the child's parents and they are promoted to a more challenging class.
- **3rd Level Consulting-** Is our-cloud based HR and staff training program. Through this program our coaches are trained on everything from marketing to safety training. This is a great tool to allow our staff to grow in the company and be the best they can be.
- **USA gymnastics-** Is the governing body of gymnastics. Our coaches are required to be safety certified. USA Gymnastics has many educational opportunities, which, allow our coaches to grow and develop only the best practices in our industry.

Safety and Supervision



Our number one goal is to provide a safe program for all of our gymnasts. In order to achieve that goal, we have set up a standard of supervision that is required of each gymnastics facility. During each shift we have a manager on duty or shift leader to ensure that all safety protocols are adhered to and any issues are resolved in a professional manner. However, safety starts way before our gymnasts enter the gym.



Safety Protocols

- **Equipment safety**

Our facilities manager, Jose Luis, will be performing monthly equipment checks to ensure that all equipment is safe and in good working condition. These reports will be logged in our Risk Assure program. Our managers and coaches check all equipment daily prior to use to ensure there are no safety concerns. Any equipment or facility issues are reported to Jose Luis and removed from use until the equipment has been fixed or replaced.

- **Curriculum Safety**

Our coaches are required to adhere to our level based curriculum. In order to provide safe training, our instructors implement our level based curriculum training to keep children safe from injury. By following a level based program, we are able to monitor a child's progress and only advance a child to a more challenging program when they have shown proficiency in the current level. This allows children to always learn new skills and be challenged, and to grow at their own pace to ensure the skills they are working on are based on their current level. Using both Ninja Kidz and iClass Pro, we are able to manage all progress made by each child and ensure safety is being followed in each and every class.

- **Coaches Safety**

Our coaches all are required to pass a level-two background screening and drug test prior to being hired by Gym Kidz. Once they have been cleared, they are oriented into the program and given a manual on the appropriate behaviors accepted by the Gym Kidz organization. Working with children is a privilege and in order to ensure that no one abuses that privilege we have adopted some zero tolerance rules to ensure our coaches are in compliance.

A child is never allowed to be alone with a coach. There is a three-person rule that is strictly enforced.

Coaches must take the safe sport course through USA Gymnastics.

We have cameras in every facility that monitor and record every program.

If a child is ever uncomfortable we have multiple administrators where the parents can reach out to resolve any issues or concerns.

Coaches are also required to attain a valid USA Gymnastics membership, which requires that they pass a safety certification course, fundamentals course, and safe sport. All coaches are First Aid/CPR trained. We offer this certification course several times a year.

Team coaches are required to have the Heads up concussion training course.

- **HR Safety**

Our staff is notified and trained on all common practice HR safety measures. In partnership with ADP we have adopted a HR handbook, which each employee is required to sign and adhere to. Our partner at ADP has HR professionals available to help us with any of our HR needs. Keeping our Human Resources up to date and current allows us to grow as a healthy company.

- **Managers Supervision**

Managers are required to manage each shift and adhere to all our Gym Kidz protocols and procedures put in place. Our managers work systematically and are constantly adapting to our ever-changing work environment to provide the best experience for both our customers and coaching staff. Our managers meet weekly to keep everyone updates on changes being made in the company or converse about upcoming events.

Activities and Progressive Lesson Plans Tried and tested

Preschool Gymnastics Program

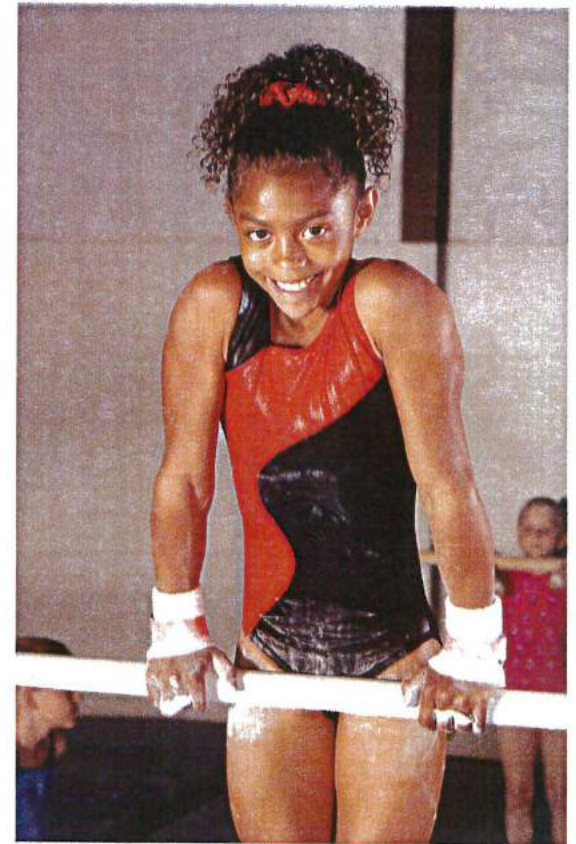
Our Preschool Program is based on our "Tumbling for Treasures" curriculum. Each class consists of themed music, stretching, gymnastic obstacles, and an ending activity. At the end of class students receive a sticker or stamp and review the skills of the day. During each session, students are taught specific skills. Each week they familiarize themselves and work on various pieces of equipment. During the school year we have monthly themed weeks, star gymnast week, and parent observation week. Our themed weeks are a fun way to incorporate outside themes and learning concepts using different props and specialized lesson plans. Examples of the themes we have used in the past are backwards week, fire safety week, and teddy bear week. Our gymnasts are tested several times throughout the year to ensure they are learning the appropriate skills. Once they have mastered them, they are invited to advance to a more challenging program.

Recreational Gymnastics Program

Our Recreational Program is our "Go for the Gold" curriculum. This program is based on accomplishing 6 colored levels, red, orange, green, blue, purple, and gold. During the session our coaches teach specific skill based on our curriculum. All skills are progressively taught by the trained instructor. Using our color coded skill charts we incorporate the skills into our weekly curriculum. Our staff members constantly evaluate and test children enrolled in the program. When they have proficiently passed all the skills in a level, a certificate is emailed to them, the child is recognized in class and they are able to register for a more challenging class. Each class consists of warm-up, stretch, skill training, strength and conditioning. Each 10-week session has a star gymnast week, 2-testing weeks, and a fun week where we celebrate their accomplishments of the session. See Example Skill Charts and Forms. [Appendix C](#)

Gym Kidz Programming-

At Gym Kidz, our number one focus is on our athletes. We believe that it is our responsibility to ensure that each child has a path to success and understand that each child's path may be different. By utilizing the programs mentioned above we are able to provide different programming with the same goal for each one. Our goal for each one of our classes, consist of three things: Safety, Learning and Fun. Our partners and extensive training help us with safety. Our curriculum ensures that every child learns and our staff makes it fun.



Gym Kidz Staff Selections and Professional Development Training

As part of the Gym Kidz approach to consistently exceed expectations and deliver superior gymnastics services, Gym

Kidz takes great pride in its wonderful staff members. In selecting its staff members, Gym Kidz targets well-qualified, personable, conscientious, and dedicated individuals who strive to be the best gymnastics professionals possible. In addition to teaching proper techniques, the Gym Kidz coaches always strive to create a fun, enjoyable, and safe environment for their students, and our coaches truly care about the success and development of their students.

Gym Kidz understands that continuing education of employees is the key to growth and success in any business. Gym Kidz is committed to staff development and on-going training for all of its employees. The opportunity to continuously increase the staff knowledge and expertise directly impacts the excellence of service that we provide to our clients. In addition to being in the USAG Member Club, our collection of experienced and well trained staff members have a variety of certifications and achievements, including the following: CPR, First Aid, AED, Safety Certification, Judges Certification in Cheerleading and Gymnastics, T.O.P.S. Certification, 3rd Level Consulting training, Ninja Certification, Preschool Fundamentals Certification and other USAG Education Certifications.

As part of its on-going staff education and training process, each year Gym Kidz sends staff members to attend a state or regional "congress." The purpose of a congress is to provide education to the teachers, coaches, judges and gymnastic business owners throughout the state or region.

There are over 75 sessions covering aspects of coaching education, recreational coaching education, preschool coaching education, judging education, safety education, and gymnastics business education. The state and regional congress also serve the gymnastic community by providing an opportunity for building business and professional relationships.



How do we do it?

Implementing Best Practices



At Gym Kidz we have worked very hard to develop and implement best practice protocols and procedures to ensure a safe and secure environment for all. We spend a lot of time training our staff, managers, and students to be the best they can be. In order to create the best learning environment, we have developed protocols to help our staff know the proper way to handle all situations.

We utilize the following programs /organizations to help create and implement best practice protocols, procedures and training for all our staff members.



3rd Level Consulting is an online platform to educate and train our staff on the following topics: managing, marketing, working with customers, using new Tech, working with finances and keeping the business healthy, properly maintain and supervise the facility, how to eliminate risk and liability, and how to inspire our staff.

Third levels consulting has set up KPI's for each one of the areas mentioned above along with media resource library and courses to help train staff and managers to be the best they can be.



USA Gymnastics provides our staff with the education necessary both keeping our athletes and coaches safe. This year they have implemented a new mandatory training course called SafeSport. The U.S. Center for SafeSport was created by the United States Olympics Committee in March of 2017, as a wholly independent body, to investigate allegations of sexual misconduct in Olympic National Governing Bodies. The U.S. Center for SafeSport has exclusive jurisdiction over sexual misconduct allegations, which means USA Gymnastics and its members report any allegations of sexual misconduct they become aware of to the Center for investigation and resolution. In order to be a valid USA Gymnastics member, each coach must take a three-part course and pass a test.

We have been a member club of USA Gymnastics for the past 16 years.



iClassPro is a cloud-based software designed to take the hassle out of operating a class-based business while providing state of the art customer support. With iClassPro, you can manage your communication, class scheduling, billing, analytics, reports and so much more. The program also allows us manage and maintain up to date records and financials.

They provide the following services:

Online Registration for Class, Camps and Events

Online Party Booking

Text & Email Communications

Class Scheduling & Billing

Billing Discounts (Sibling, Multi-Class, Etc)

Skill Tracking*

Mobile Attendance

Internal Merchant Services

***Skill Tracking:** This is an amazing feature that I wanted to highlight as it is a powerful tool for the business and the families enrolled. This feature allows the staff to track what skills an athlete has achieved. Once a skill has been achieved it can be evaluated with in the child's profile so that not only can the staff always stay knowledgeable about the progress of the athlete but also acts as a communication line directly to the families. The families will receive update regularly expressing the progress the athlete makes while enrolled and can send downloadable certificates for the families to print out and enjoy.



Life is busy and so are coaches. Having four facilities in different locations is very beneficial but sometimes it can be logistically impossible to be in the same place at the same time. Our management team relies on Join Me to run meetings remotely to ensure our staff has the latest and most up to date information to run our programming. Utilizing this tool we are able to train our staff remotely.



As a partner of ADP we are able to run payroll, provide retirement programs and ensure we are following all HR procedures according to the Florida law. By using an outside payroll company we are able to ensure we can provide fast, easy and accurate payroll and tax. Being compliant with all payroll laws can cause confusion and lead to big issues in the future. By using ADP we have the assurance that we are following all employment laws and all payroll taxes are paid on time. ADP not only provides payroll services but also allows us to provide retirement programs for our coaches thus leading to longevity and provides on demand HR services. Aside from that, we are able to attract new team members using an online platform.



RiskAssure is a web-based software system that helps child activity centers protect themselves from liability. With RiskAssure, you can be sure that your equipment is cataloged, maintenance is performed on time and incidents—when they occur—are handled quickly, correctly, and professionally.

Risk Assure helps with the following compliance tasks:

- Equipment inspections
- Maintenance Records
- Incident Logging and Tracking
- Security, Emergency and Crisis best practice
- Risk Management Knowledge Base
- Advance Reporting



We keep our employees information protected. All our onboarding is cloud based and allows for our staff's information to stay safe and secure. Using best practices is a priority and ensuring the safety and security of our staff's information is a priority for our organization.

City of Miami Beach

Background screening and drug testing- The City of Miami Beach runs all of our background and drug screenings for all potential new hires. Once they have passed, the HR department for the City of Miami Beach notifies us that we are able to move forward with the hire. This system has been in place since inception.



When I Work- Is our online cloud based mobile attendance tracking software. By using When I Work we are able to schedule our staff and send it electronically, send employees instant updates so they never have to ask when they are going to work, handle changes with ease, directly message individual staff or groups about last minute updates or changes.

Our staff members are able to use their mobile devices to clock in/out, request time off, request shift trades and easily contact managers twenty four hours a day.

Marketing Plan

How do we market? Let me count the ways...



The marketing scene has changed over the years. Social media is now king! In order to market our programs we need to use all the tools available to us.

Social Media Platforms

We currently have a designated staff member in charge of all social media postings. The postings are deliberate and created to engage our audience. We have a calendar of events and post once a day. Our social media marketing calendar includes tutorials, shout outs, how to's, congratulatory post, trending post, competition results, and much more. Our goal is to provide diverse and interesting material to engage our followers.

Mail chimp- We use mail chimp to send out out monthly calendars, special events, registration platforms, and just because emails. Mail chimp has a user-friendly interface and allows us to create click options to help make things easier on the parents.

iClassPro- iClassPro is the software in which we run all programming. However, we can custom make emails to help keep customers up to date on all things Gym Kidz. We can customize emails to include one child, one class, and day, one time, multiple days or email our entire data base. This helps us with last minute closures due to weather etc. The interface also allows us to text parents.

Relationships with local schools

We volunteer our time to speak at local schools and participate in career days etc. By creating these bonds, our gym gains exposure and allows families to get to know our Gym Kidz staff. This is our number one form of marketing.

Survey Monkey- Gym Kidz uses Survey Monkey to help us develop our programming and keep a pulse on how each location is running. Surveys have been proven to be an integral role in company development. Families are able to anonymously vote on what programs they like and changes they would like to see in our programs. Our staff members are able to express how they feel and we are able to make adjustments if necessary. Survey Monkey has been an asset to our marketing program.

Word of Mouth

"If you do build a great experience, customers tell each other about that. Word of mouth is very powerful." Jeff Bezos
We pride ourselves in creating the best customer service experience in the industry. Our focus is on our customers.
Retaining our customers creates to a buzz in creating more. Our focal point is to create a great experience for all.

Local Advertisements

Gym Kidz partners up with local advertisements such as Munchkin Fun and Hometown magazine to help us advertise upcoming programming and special events. These advertising platforms allow us to gain the most amount of exposure to our target market.

Customer Service

We want to inspire our team to be the best they can be. In doing so we expect them to provide the best customer service in the industry. There are protocols and procedures set in place for each and every position in our company. By clearly outlining the jobs and duties of each position, we are able to ensure that our team can provide the upmost customer service in the industry.

We concentrate on the following areas for customer service:

Front Desk Customer service- Our front desk position is a vital one. This is the first impression our customers have of Gym Kidz. We encourage all our front desk team members to smile and listen before they speak. Our families are expected to be treated with upmost respect at all times, and we set protocols to ensure we are being the best versions of ourselves at all times.

Coaches customer service- Our coaches are encouraged to engage with the parents. Families want to know how their child is doing in classes and we want to make sure we are able to articulate that. If a parent wants to speak with a staff member directly for a discussion about their child, we will set up a meeting and gladly oblige. Coaches follow a weekly curriculum to ensure proper training, protocols and procedures for safety, and go through training to ensure we are being the best versions of ourselves.

Managers customer service- Our managers provide customer service on a daily basis. They ensure that we are staffed, equipment is checked daily, curriculum is created, and the gym is set up. Ensuring all of these things are followed daily, we are able to provide the best environment for our gymnasts to learn. Our managers are trained to handle any and all suggestions in a profession manner.

Administrative staff- Our administrative staff works tirelessly to provide the best practices for each and every one of our facilities. Every facility has different needs and wants. Our administrative team is there to listen to the needs of the community and apply them to our programming.

Management Software



Our management software is run by iClass Pro. iClass Pro is a cloud-based software designed to take the hassle out of operating a class-based business while providing state of the art customer support. iClass Pro has many features that are used daily to assist us in running an efficient and up to date program. Registration and organization is the main function of iClass Pro. Our online registration portal is user friendly and allows customers to filter through our programs and register for desired classes. Prior to any child registering in our programming, families are prompted to sign waivers and agree to the terms and services of our company. This feature allows us to keep our records up to date and in compliant with the Cities request.

Other great features include: attendance tracking, skill tracking, customized calendars and merchant services. iClass Pro is a one stop shop when it comes to managing our program. With the touch of a button we are able to run multiple reports. Aside from managing our programs, iClass Pro has been instrumental in helping us communicate with our customer base. Through the iClass Pro software we are able to send both email messages and text messages to our customers. Communication can be filtered by day, time of class, individual classes or the entire database.

Tab 4.1 Contribution to Educational Initiatives.



GYM KIDZ WILL VOW TO MAKE A FINANCIAL CONTRIBUTION OF \$1,000.00 PER CALENDAR YEAR. IN ADDITION, WE VOW TO DEVOTE OUR TIME AND RESOURCES TO HELP OUR LOCAL SCHOOLS BY VOLUNTEER WORK. GYM KIDZ IS COMMITTED TO GIVING BACK TO OUR COMMUNITY.



Gym Kidz Community Involvement (added value programming)

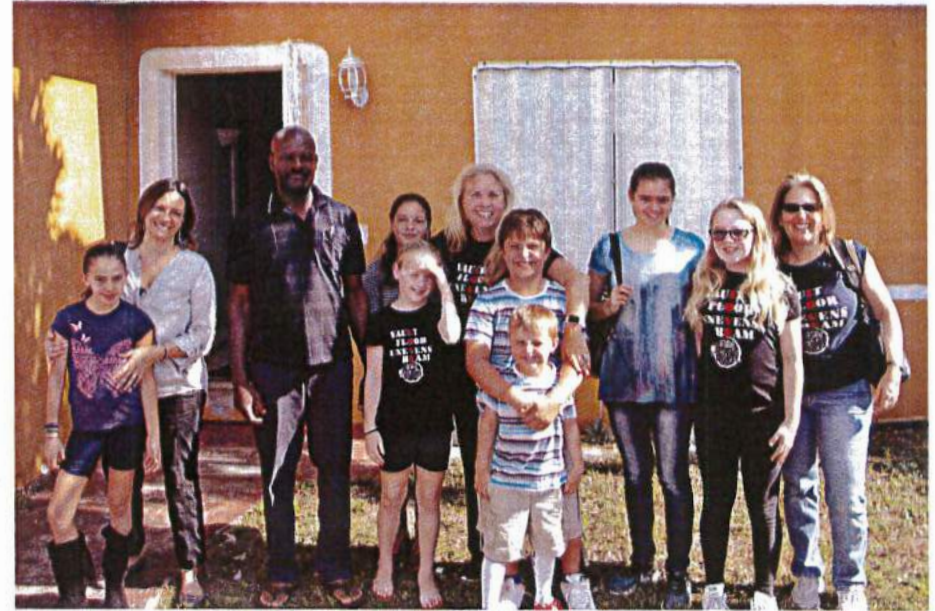


*"THE SERVICE YOU DO FOR OTHERS IS THE RENT YOU PAY
FOR YOUR ROOM HERE ON EARTH."*

— MOHHAMID ALI

GYM KIDZ IS DEDICATED TO SERVING ITS STUDENTS WITH THE HIGHEST LEVEL OF FUN AND FITNESS IN THE SPORT OF GYMNASTICS. WE ARE ALSO COMMITTED TO SERVING OUR LOCAL COMMUNITY BY BEING A PART OF GREAT ORGANIZATIONS AND BY OFFERING OUR SERVICES, STAFF AND EXPERIENCE IN ADDITIONAL WAYS. BELOW ARE SOME OF THE WAYS GYM KIDZ HAS BECOME INVOLVED WITH AND GIVEN BACK TO OUR COMMUNITY:

Neighbors for Neighbors- We have made a commitment to adopt families for the holiday season. Our staff, parents and kids help collect, wrap and distribute gifts and necessities to families in need. This amazing experience has been such a blessing to participate in. All our families are welcome to participate.



Special Olympics Program-Gym Kidz has been a Special Olympics sponsor since 2015. Every year we volunteer our facility and coaches to train our special Olympic athletes at our North Miami Beach facility. The program is growing and we are looking to expand to the Miami Beach area. Our coaches are trained to work with the Special Olympic athletes and learn specialized routines to teach prior to presentation. This program is truly remarkable and we have been so privileged to participate in helping our special Olympics program grow.

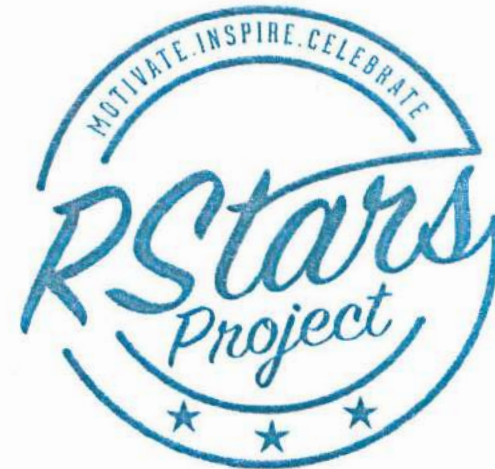
Tab 4.2: Added Value Programming

Free Babies class- We offer a free babies program once a session. This program is completely free and is offered on a first come/first serve basis. This is a crawlers only program... Families get to enjoy bonding time and our little ones are able to burn off some energy.

RStars- Gym Kidz has partnered with Rstars on several volunteer events. R stars project engages high school student volunteers to rise above their circumstances and share their time and talents in the Miami community. Rstars is a partner of Miami Beach High.

Scholarship Program- Gym Kidz offers a partial scholarship program to families going through financial hardship.

Volunteer opportunities -at the local schools- Gym Kidz is a big supporter of our local school's. Throughout the year we volunteer our time by participating in special events within the school, donate gift certificates and volunteer our time in helping our youth.



Attached Appendix A



- Please refer to the attached and signed original documents.

Answers for appendix A:

- Page 18 #2 Under this proposal, there are no officers, directors, agents or immediate family members employed by the City of Miami Beach submitting for this RFQ.
- Page 18 #6. Gym Kidz will adopt the city of Miami beach Code of Business Ethic.
- Page19 #8 Gym Kidz does not maintain 51 or more full time employees on their payroll during 20 or mare calendar work weeks.
- Page 20 #13 Gym Kidz acknowledges they have received all addendums



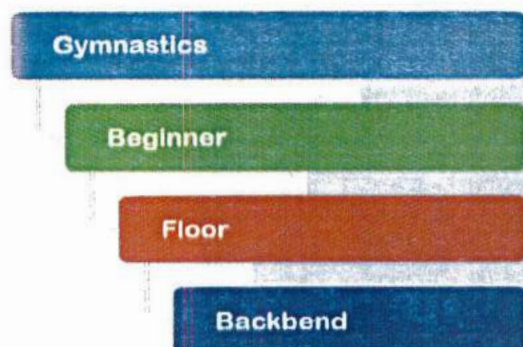
Appendix B



THE REFERENCES ATTACHED REFERENCES ARE REFLECTIVE OF THE STAFF MEMBERS THAT WILL BE WORKING ON THIS PROJECT. OUR ADDITIONAL STAFF MEMBERS FROM OUR OTHER LOCATIONS MAY FILL IN FROM TIME TO TIME DUE TO SICK DAYS/VACATION DAYS ETC. HOWEVER THEY WERE NOT INCLUDED IN THIS RFQ REQUEST.

Appendix C: Our customized skill charts

We create customized skill charts in our system. The Iclass software quickly allows us to evaluate an entire class on a mobile device.



Once the gymnast completes all the skills in each level a beautifully designed certificate is sent to the email on file. Parents love to track the progress of their students.



MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: February 13, 2019

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2019-047-WG, FOR GYMNASTIC PROGRAM INSTRUCTIONAL SERVICES.

RECOMMENDATION

Adopt the Resolution.

ANALYSIS

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.

RFQ PROCESS

On November 14, 2018, the City Commission approved to issue the Request for Qualifications (RFQ) No. 2019-047-WG for Gymnastics Program Instruction Services. On November 26, 2018, the RFQ was issued. A voluntary pre-proposal conference to provide information to proposers submitting a response was held on December 11, 2018. Three addenda were issued. The Procurement Department issued bid notices to 640 companies utilizing www.publicpurchase.com website. 28 prospective bidders accessed the advertised solicitation. RFQ responses were due and received on January 11, 2019. The City received one proposal in response to the RFQ from Gym Kidz, Inc.

The Administration has determined that the sole proposal received from Gym Kidz has met the requirements of the RFQ. Gym Kidz has the experience and qualifications required to perform

the required services. It has been satisfactorily performing the same services at the City since 2014. Pursuant to the RFQ, in the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially met the requirements of the RFQ, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations with the sole respondent.

Gym Kidz, Inc.

As the current gymnastics contract holder for the City of Coral Gables and the City of Miami Beach, Gym Kidz has been successfully providing comprehensive gymnastics services and programs for both cities. Its Coral Gables location has been under contract with Gym Kidz for the past 14 years. The program at the City of Miami Beach, which has been in operation for five (5) years, has grown from a couple classes a week to a full service comprehensive gymnastics program for children of all ages. Its current program in Miami Beach, services youth from walkers through competition level. Gym Kidz has a unique, first-hand and special understanding of the actual services to be provided and the work to be done for the project at hand. Not only does Gym Kidz have extensive knowledge and insight concerning the overall gymnastics industry and the business aspects of running a full service gymnastics facility, it also has extensive knowledge and insight concerning the specific gymnastics needs of running a city based program, and how to continue to enhance and grow the gymnastics program at the Youth Center.

CONCLUSION

Staff has reported overall high customer satisfaction rates from both parents and participants of the GymKidz program at the Scott Rakow Youth Center. The quality of the gymnastics program offered by GymKidz has proven to be fun, unique, safe and provides participants from babies to teens with all levels of instruction to satisfy those beginning to find an interest in the sport to those looking for a competitive edge. Therefore, after reviewing the submission and staff's review, I recommend that the Mayor and City Commission approve the Resolution authorizing the Administration to enter into negotiations with Gym Kidz, Inc., as the sole responsive proposer; and further, authorizing the Mayor and City Clerk to execute an agreement upon conclusion of successful negotiations by the administration.

KEY INTENDED OUTCOMES SUPPORTED

Enhance Cultural and Recreational Activities

FINANCIAL INFORMATION

Legislative Tracking

Parks and Recreation/Procurement

RESOLUTION NO. 2019-30703

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2019-047-WG, FOR GYMNASTICS PROGRAM INSTRUCTIONAL SERVICES; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH GYM KIDZ, INC.; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.

WHEREAS, on November 14, 2018, the City Commission approved to issue the Request for Qualifications (RFQ) No. 2019-047-WG for Gymnastics Program Instruction Services; and

WHEREAS, on November 26, 2018, the RFQ was issued; and

WHEREAS, RFQ responses were due and received January 11, 2019; and

WHEREAS, the City received one proposal in response to the RFQ from Gym Kidz, Inc.; and

WHEREAS, 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; and

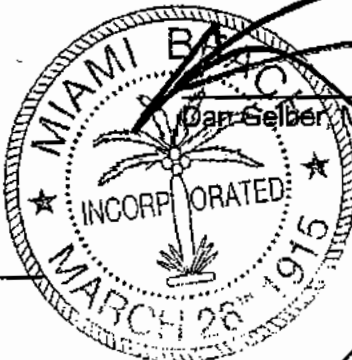
WHEREAS, after reviewing the submission, the City Manager exercised his due diligence and is recommending that the Administration be authorized to enter into negotiations with Gym Kidz, Inc. as the sole responsive proposer.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the City Manager, pursuant to Request for Qualifications No 2019-047-WG, for Gymnastics Program Instructional Services; authorize the Administration to enter into negotiations with Gym Kidz, Inc.; and further authorize the Mayor and City Clerk to execute an agreement upon conclusion of successful negotiations by the Administration.

PASSED and ADOPTED this 13 day of February 2019.

ATTEST:

78/2/26/19
Rafael E. Granado, City Clerk



[Signature]
Dan Gelber, Mayor

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

[Signature]
City Attorney

2/7/19
Date