City of Miami Gardens
REQUEST FOR PROPOSALS

The City of Miami Gardens is requesting sealed proposals from a qualified firm to provide exercise and fitness room management and heath promotion programming services for the Miami Gardens Community Center located within the City of Miami Gardens, Florida. Failure to submit the required documentation may render the proposal non-responsive.

The Estimated Annual Budget for this project is 150,000.00

PROPOSAL SUBMISSION

Proposals will be received by sealed envelope in the Procurement Department, City of Miami Gardens. **Deliver by mail**: Procurement Department, 1515 N.W. 167th Street; Bldg. 5, Suite 200, Miami Gardens, Florida 33169. **Deliver by hand**: Procurement Department, 1515 NW 167th Street; Bldg. 7, Suite 440 until 2:00 P.M. on **Thursday, June 17, 2010,** at which time they will be opened and read in the Council Chambers by the Procurement Manager. Bids received after this time will not be considered and no time extensions will be permitted. Please clearly mark bids:

"RFP# 09-10-033A(REVISED)–EXERCISE and FITNESS MANAGEMENT and HEALTH PROMOTION SERVICES"

A $2,500.00 Cashier Check as a Bid Bond is a requirement of this Request for Proposal.

Copies of this Proposal Document may be obtain by contacting DemandStar by Onvia at www.demandstar.com or call toll free 1-800-711-1712 and request Document #0901033A or may be found on the City's web site at www.miamigardens-fl.gov. Vendors who obtain specifications and plans from other sources other than DemandStar.com are cautioned that the Proposal package may be incomplete. All addendums, tabulation, evaluation meeting notices and recommendation of award will be posted and disseminated by DemandStar.

FOR INFORMATION

For information on this Request for Qualifications, contact the Procurement Department, (305) 622-8000. Deadline for submittal of questions is **June 10, 2010 @ 3:00 p.m.**

ACCEPTANCE AND REJECTIONS

The City of Miami Gardens reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Consultant offering the greatest advantage to the City.

Please be advised that Pursuant to City Ordnance 2008-03-139 "Cone of Silence", public notice is hereby given that a Cone of Silence is imposed concerning this City's competitive purchasing process, which generally prohibits communications concerning the RFP until such time as the City Council deliberates on the making of an award concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

City of Miami Gardens
1515 N.W. 167th Street: Bldg. 5, Suite 200
Miami Gardens, Florida 33169

May 19, 2010

SUBJECT: Request for Proposals (RFP) for Exercise and Fitness Management and Health Promotion Services

The City of Miami Gardens invites you to submit an original Proposal, and six (6) bound copies (total 7 proposals) in response to our Request for Proposals. All submissions and inquiries must be addressed as outlined in the RFP.

The proposals are to be submitted in a sealed envelope clearly marked Important, Proposal Enclosed bearing the name of the proposer, and the address as well as the title of the RFQ no later than 2:00 P.M. local time, **Thursday, June 17, 2010**. Address your proposal to Procurement Department, City of Miami Gardens, Deliver by mail**: Procurement Department, 1515 N.W. 167th Street; Bldg. 5, Suite 200, Miami Gardens, Florida 33169.** Deliver by hand**: Procurement Department, 1515 NW 167th Street; Bldg. 7, Suite 440**
The City's tentative schedule for this Request for Proposals is as follows:

Deadline for Written Questions	June 10, 2010
Opening of Proposals:	June 17, 2010
Proposals Evaluations:	June 18, 2010
Oral Presentations:	June 22, 2010 if needed
Council Award:	July 14, 2010

The City reserves the right to delay or modify scheduled dates. The City will notify proposers of all changes in scheduled dates.

We look forward to your active participation in this solicitation.

Sincerely,
William Garviso
William Garviso, CPPB
Buyer

CITY OF MIAMI GARDENS
Request for Proposals
RFP #09-10-033A
June 17, 2010

1.0 PURPOSE

The City of Miami Gardens, Florida desires to obtain services of a qualified firm to provide fitness and exercise management, health promotion, operation and administration services on behalf of the City of Miami Gardens Parks & Recreation Department as specified herein, from sources of supply that will give prompt and efficient service. This is a Non-exclusive contract as the City currently contracts for similar services at their other centers.

2.0 BACKGROUND

The City of Miami Gardens was incorporated on May 13, 2003 as the third largest city in Miami-Dade County. The Parks and Recreation Department has one (1) full fitness center at 6100 sq ft with 2 340 sq ft administrative offices, and two (2) group exercise studios (Studio A 2290 sq ft and Studio B 810 sq ft both with 810 sq ft of closet storage space). The City has not established a budget for this service.

The City has established minimum specifications which include special and specific firm qualifications to assure and maintain the quality of the programs provided at the facilities. The successful fitness and exercise management contractor shall possess exercise fitness center management skills and experience with fitness facilities that are similar to the City's fitness center. They shall have the ability to perform quality work, as solely determined by the City of Miami Gardens, which qualifies it to manage and maintain the fitness center as specified.

The facility is located at: Miami Gardens Community Center – 3000 NW 199th St Miami Gardens, FL 33056.

There are no current programs offered by the City

Contractor and City will split 70/30 for programming and 20/80 for memberships. Intake and distribution of programming revenue will be determined with successful contractor.

Membership Fees will be as follows:
Adults- $4.67 (Daily), $150.00 (6 Months), $250.00 (Annual)
Seniors- $2.80 (Daily), $75.00 (6 Months), $125. (Annual)
Family (4 People) $300.00 (6 Months), $450.00 (Annual)

The successful contractor will provide all necessary staff for overall operations, management, programming, marketing and administration of the fitness center and the group exercise studios. The City will provide all basic equipment and supplies to ensure the fitness center and group exercise studios are operational as well as front desk staff.

The City of Miami Gardens is purchasing over $200,000 worth of equipment and machines for the Fitness Center and the Group Exercise Studios. The following is a list of anticipated equipment:

1. Cardio Equipment – 12 Treadmills, 7 recumbent bikes, 10 Elliptical machines and 2 Stair Climbers.
2. Strength Equipment –Stretch Trainer, 2 Ab benches, Calf Machine, Training Work Station, 2 Smith machines, Squat machine, Leg press, Shoulder press, Incline bench, Bench press, Bicep curl, Chest press, Lateral pull-down, Lateral raises, Rear delt/Pec fly machine, Seated

dip, Seated row, Tricep extension, Glute extension, Inner / Outer thigh, Leg extension and leg press, Leg curl, Calf extension, Ab machine, Back extension, and Torso.

3. Free Weight Equipment - Vertical Dip, Preacher curl, 2 Super bench, 2 Decline bench, 2 Mulitpurpose bench, 2 Flat bench, Urethane dumbbells, Rubber plates, Beauty bells, and Neoprene dumbbells.

The City of Miami Gardens has four primary Exercise and Fitness Center Conceptual Objectives:

1. **Safety:** To ensure safety is maintained at a high level in and around the fitness area and the proposed activity area.
2. **Customer Satisfaction:** To be accomplished through creative marketing and effective management of the facilities.
3. **Creative Programming:** To provide quality and creative programming that will attract a variety of patrons throughout the City thereby increasing utilization and revenue.
4. **Direction:** It is the City's intent, under the resulting contract from this RFP to provide the opportunity for safe and effective personal training services, group fitness classes and nutrition counseling for all fitness levels in the same manner and with the same high regard for public interest as if the City managed and operated the fitness center and group exercise studios itself. The Scope of Services included herein outlines this level of service.

The evaluation of competing firms and individuals will put particular emphasis on determining which firm is most likely to be able to meet all four objectives listed above. Interested firms should assure that their proposals explain how, if selected, they will meet these objectives. In addition, Proposers shall clearly detail how their prior experience, and that of their key personnel, has equipped them to succeed in meeting the objectives.
The selected management firm will, from the onset, be held to a very high level of performance in management, marketing, and operations of the facilities. An innovative and effective marketing program that attracts patrons is essential.

3.0 SCOPE OF SERVICES

Management Fee Related Services:

A. Stock and supply uniforms for all staff – staff shall wear contractual firms company uniform
B. Complete a daily documented (written) safety check of fitness center and group exercise studios.
C. Check and test all exercise equipment.
D. Provide technical assistance to City funded special events. ie Health Fair
E. Manage customer service complaints or inquiries according to the City protocol. Report all complaints to the Parks & Recreation Department's designee.
F. Provide on-site or on-call management staff during special events.
G. Maintain safety equipment and supplies.
H. Insure adequate inventory of first aid kits adequate to the size and operation of the fitness center and aerobic studios and report needs to the Parks & Recreation Department designee.
I. In conjunction with the Community Center Manager, schedule classes offered at the facility to maximize service, revenue, and participation and to satisfy clients.
J. Develop and implement an on-going advertising/marketing plan which shall include but not limited to: flyers (8 12/x 11); banners (must have City logo); advertising – newspaper. All materials shall be pre-approved by City.
K. Maintain cleanliness of all areas of the fitness center and group exercise studios including equipment. This shall include routine inspection and notification of maintenance duties.

L. Maintain auxiliary equipment in clean, working and orderly condition, e.g. weight machines, cardio equipment, ab mats, stair steppers, weightlifting equipment, jump ropes, exercise bands, medicine ball, etc.
M. Maintain the fitness center, group exercise studios and related mechanical systems by sustaining the clean appearance of the above mentioned by picking up loose debris on the floors of the fitness center and the exercise studios, stocking the paper towels in the fitness center and routinely disinfecting the equipment and machines by wiping down with chemical provided by the City. The on-Site Manager supplied by the successful company will be responsible for maintaining and cleaning the equipment.
N. Plan & implement all programs in a competent manner using Health Department and industry standards as appropriate and ensure proper recording of time spent and all materials.
O. Successful company shall provide operator maintenance of equipment and fitness center and group exercise studios activity, and equipment that are part of this contract per the warranty of equipment manufacturer. At least twice per year, the successful company will inventory and report on the general condition of equipment to the Community Center Manager. Notwithstanding this or any other section, nothing shall prevent the City from the right to inspect equipment fixtures, improvements, furnishings or machinery at any time, that are part of this contract
P. Maintain professional appearance of allotted office space.
Q. Implement required programs listed below at no cost to members and include in the management fee.
    - Equipment Orientation – Introduction to equipment set-up, usage and proper technique
    - Fitness Assessment – Establish baseline measurements and identify strengths and weaknesses.

Exclusive of Management Fee:

R. Develop, implement and supervise a group fitness program for all ages and abilities, including those with special needs. Group lessons will be made available to address special interest groups, with special attention to the disabled, and elderly in concert with programs offered through or endorsed by the City of Miami Gardens' Parks & Recreation Department, and will be classified as "free to members" or "at cost to members".

   The "free to members" programs are included in the membership fees. The "at cost to members" will be split 70/30 between the Contractor and the City of Miami Gardens.
S. Develop, implement and supervise an aerobics program for varied ability levels that will be "at a cost to members" and will be split 70/30 between the contractor and the City of Miami Gardens.
T. Develop, implement and supervise fitness activity programs for community and community groups that will be "at cost to members."

4.0 MINIMUM REQUIREMENTS

The On-site Manager for the Contractor, and the Management Team must have, AT A MINIMUM, the following expertise, certification, or proven capability:

A. High School Diploma and certified in CPR/First Aid & AED, and personal training, group exercise instruction certification.
B. Group Exercise Instructor certification, ACE (American Council on Exercise, AFAA (Aerobics and Fitness Association of America).

C. Personal Training certification ACE (American Council on Exercise, AFAA (Aerobics and Fitness Association of America).
D. Five (5) years experience in managing a fitness facility of comparable or greater size and budget of the facilities.
E. Proficient with computers, database software, and other necessary software.
F. Experience in successfully implementing a fitness risk management system that includes at a minimum, fitness center operations audit, personal training and group exercise instructor performance audits, and vigilance awareness validation.
G. Evidence of knowledge of current fitness industry standards of care related personal training best practices; use of fitness equipment (i.e. Treadmill, weight lifting, Automated External Defibrillator, etc.); Risk Management best practices, Community based programming.
H. Evidence of a successful marketing plan.
I. Successful contractor shall furnish an appropriate number of personnel, as determined by the City, in compliance with federal or state statutes, or local ordinances, for the operation(s) of a safe and sanitary Fitness Facility and who will be employed exclusively for the performance of said contract. All personal trainers and group exercise instructors will hold a minimum qualification of an advance personal trainer/group exercise instructor certificate from a nationally recognized certification program (such as ACE American Council on Exercise, AFAA (Aerobics and Fitness Association of America), and be at least 18 years of age. Said personnel will be furnished in a manner to operate the fitness facility in the safest manner possible and in the best interest of the City. All management personnel, personal trainers and group exercise instructors shall be trained and certified in operation of Contractor owned "Automatic External Defibrillator" unit. The City reserves the right to approve or disapprove any proposed staffing schedule. All personnel must be uniformly identified at all times. All personnel employed by the Contractor in the performance of fulfilling the contract for the operation of the fitness facility shall be considered employees of the Contractor and not the City. All Federal (OSHA), State, Miami-Dade County standards must be followed for both the employees and participants (citizens) with respect to Bloodborne Pathogens and infectious diseases. All personnel employed by the Contractor shall be paid in accordance with the minimum Federal Wage and Hour Laws. The Contractor shall be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel. The City shall have the right to request replacement of any of the Contractor's employees whose conduct, character or performance is detrimental to the best interest of the City, and the Contractor agrees to make such replacement within five (5) days.
J. All employees are required to have First Aid and CPR Certification. Instructors providing group fitness classes and/or personal training are required to have ACE (American Council on Exercise, AFAA (Aerobics and Fitness Association of America).certification, or the equivalent, as well as training or certification in adaptive fitness for the handicapped.
K. All employees will be expected to perform their duties in a professional service-oriented manner. Adherence to quality standards will be required.
L. Adequate personnel will be on duty daily to assure safety and good service and fulfill the Contractor's emergency action plan.
M. All employees must pass a Level I Criminal Background Check and drug screen prior to the start of the contract (or their start date) and by April 1 of each year.

5.0 HOURS OF OPERATION

Contractor shall provide for the operation of the facility seven (7) days per week, from 9:00 a.m to 9:00 p.m. Monday through Thursday, 9:00a.m to 7:00p.m Friday, 9:00a.m to 5:00p.m Saturday, and 12:00p.m

to 5:00p.m Sunday. The City reserves the right to negotiate extended hours and or decrease hours, with at least seven (7) days notice to Contractor.

Contractor shall operate the facility a minimum of 72 hours per week except for a holiday as authorized by the City (New Year's Day, Thanksgiving, Christmas). Any changes in hours of service (other than those dictated by emergencies) shall be made with prior approval by the City.

Fine tuning to maximize revenues and minimum costs must be an ongoing priority. It shall be recognized that City budget decisions may reduce or extend operating hours.

6.0 REQUIREMENTS OF CONTRACTOR

Contractor shall notify Parks and Recreation Department staff immediately of any damaged or malfunctioning equipment. If not reported Contractor shall be responsible for damages.

The highest standards of safety, hospitality, courtesy and instructional excellence is required. The facilities shall be managed so that the needs and desires of "group exercise class participants", "fitness member" and "personal training member" are recognized and accommodated. Management Firm must recognize the City's objective of making the facilities as fiscally self-supporting as possible. Attainment of this goal requires that the Contractor aggressively market the facilities and assure that operations conform to the highest professional business management standards.

Recruit, hire train, schedule and supervise staff. The Contractor shall provide criminal background checks for reference and for criminal behavior, including sexual offender checks.

Develop and implement emergency action plan for all possible emergencies, including procedures for heightened security alerts and hurricane preparedness.

Develop and implement a fitness facility risk management system.

Notify the Parks and Recreation Department of necessary repairs/maintenance concerns.

Develop and monitor user class schedules maximize use and income.

Assume all risk and liability for the operation and management of the fitness facility.

Enforce all rules and regulations stipulated by the City and suggest and advise with regard to additional rules and regulations for the operation of the fitness center.

Maintain any records as reasonably required by the City and or State of Florida and meet all requirements as such

Maintain any additional records as reasonably required by the City

Contractor will retain a record of all problem situations (mechanical, structural, or in regards to staffing issues) as well as any incidents and/or claims that are brought to their attention and the steps taken to rectify the problem. The City will be provided a copy of the log to review weekly. Contractor will provide City a copy of any background documentation and/or records related to incidents and claims information for each facility quarterly

Provide the required personal trainers, group exercise instructors, marketing, and any other employees which are required and necessary to operate the facilities.

Contractor, at its own expense, shall provide all personnel necessary to perform the services of this contract; none of whom shall be employees of, nor have any contractual relationship with the City of Miami Gardens. All of the services hereunder will be performed by the Contractor under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services. **If the successful Contractor anticipates hiring any additional personnel for this contract, then the City encourages Contractor to hire qualified City of Miami Gardens residents." Provide the number of anticipated staff required and your recruitment methods for hiring local residents.**

Assist in establishing the fee structure for the facilities and recommend changes, if any.

Contractor will establish a Drug-Free Workplace by requiring drug screening of new employees and allow for annual and random drug testing. Drug testing will be at the expense of the Contractor, and shall be administered in accordance with applicable Federal State statues.

Contractor will be required to participate in a complete fitness review program as provided by a proven nationally recognized program. (Proposer shall provide information regarding such programs with proposal). The costs to participate in such programs shall be borne by the Contractor**.**

No physical improvements or changes or repairs to any of the facilities will be allowed without written quotations and authorization from the City

Contractor shall meet all Health and Safety Standards regulations set forth by Miami-Dade County Health Department and the City of Miami Gardens. The Park's fitness center facility will be maintained in a clean manner at all times, and all safety precautions shall be taken by the Contractor. Contractor shall be responsible for maintaining the condition of the fitness center inconformity with the standards specified by Miami-Dade County Health Department, the City of Miami Gardens and the operation shall be in accordance with all rules and regulations of the Health Department of the State of Florida.

7.0 REQUIREMENTS OF CITY

Office space for on site manager, personal trainers and group exercise instructors.

City will furnish all supplies, equipment, and any repairs to fitness equipment and facility areas.

Parks and Recreation Department will be responsible for the collection and deposit of all revenue to the City's account. A Recreation employee will collect fees and registrations.

Parks and Recreation Department, in conjunction with the Management firm, will determine requirements, and assure that user groups follow industry standard safety practices in compliance with any applicable Federal, State of Florida, or other local codes and ordinances.

Parks and Recreation Department will supervise all City employees assigned to work at the facility.

City will furnish telephones, any employees who make unauthorized long distance phone calls will be required to reimburse the City.

City will be responsible for ensuring fitness center and group exercise studios are ready at least one half (1/2) hour prior to opening time. City will provide the full detailed list of the inspection performed. Inspections will be performed in accordance with building safety inspections.

Company shall be responsible for preparing fitness center and group exercise studios for closure on a daily basis. Company shall also provide the City with a full detailed list of the inspection performed.

City will provide security for the facility.

City will pay Contractor monthly for services provided in the arrears.

City employees will staff front desk.

8.0 DELIVERABLES

Develop and provide services for an efficient, quality innovative operation by maintaining the facility in a safe, clean and healthy environment - Develop and enforce safety procedures for the fitness center, establish a maintenance schedule for the health related equipment maintain parts and pads for the health related equipment and inventory and stock all disposable amenities within the fitness center.

Develop staffing requirements for the fitness center – All staff for the fitness center will be required to have a high school diploma and certified in CPR/First Aid and AED as well as a nationally recognized personal trainer and/or group exercise instructor certification.

The City suggests the implementation of the following or similar programs at no cost to members and to be included the membership fee:

Weight Management Education and Programs – Awareness and education on weight management via bulletin boards, newsletter, lunch-n-learns and behavior change programs.

Health Related Seminars – on various topics

Health Screenings – On-site screenings

Incentive Programs – incentive based behavior changes. Members are rewarded for making an effort toward positive changes through tools provided to succeed and realize that such change is attainable.

The City and Contractor will determine minimum and maximum enrollment and payment schedule per program for all cost related programs.

Implement various required programs as listed below at or for an additional cost to members that will be split 70/30 between the Contractor and the City and not included in the management fee.

Personal Training

Exercise Consultations – Develop individualized exercise programs for each participant based on goals, experience, limitations, availability and preference.

Group Exercise Class Schedule – both group and specialty classes taught by firm staff and contract exercise instructors. Types of classes will be determined by both the Contractor and the Community Center Manager.

Smoking Cessation – group settings for support as participants progress

Develop and implement a membership marketing plan

Develop and offer programs that will sustain and increase future memberships in the facility

Establish a method of maintaining a consistent level of members

Proposer shall provide details of the firm's representative(s) who will deal directly with the City on a day-to-day basis. The name of the firm's Fitness Manager (the resident manager who will assume day-to-day management) his/her experience, background and qualifications.

Provide an organizational chart that provides a visual delineation of the Firm's organizational structure and the names of those who are part of the management team.

Suggested Staff Matrix

Fitness Center Manager
Fitness Associate/Personal Trainer – minimum of two associates (1 FT, 1 PT) to cover the floor provide equipment instruction and perform personal training sessions.
Aerobics/Special Class Instructor – as needed

Provide a description or outline of your proposed structure to manage facility operations in accordance with the scope of services. This should include not only your assignment of personnel (by position not name) but also their working relationship with the City.

Keep detailed records of any injuries/incidents, and describing the circumstances surrounding the incident and denoting the specific location the injry/incident.

Contractor shall keep and maintain proper and adequate books, records and accounts which accurately reflect injuries, staff dialogue of daily occurrences, payroll records, and all necessary data to properly manage the facility. These records are to be available for review by the City upon notice.

9.0 PROPOSAL DUE DATE

Sealed proposals shall include one original (clearly marked), and six (6) complete bound copies with all appropriate attachments to be received at Miami Gardens City Hall until 2:00 p.m., eastern standard time, Thursday, June 17, 2010.

Proposals should be addressed as follows for mail or hand delivery:

Procurement Department
City of Miami Gardens
1515 N.W. 167th Street; Bldg. 5 Suite 200
Miami Gardens, Florida 33169

Submitted envelopes should be clearly marked "IMPORTANT PROPOSAL, ENCLOSED – RFP #09-10-033A EXERCISE and FITNESS MANAGEMENT and HEALTH PROMOTION SERVICES

10.0 SUBMISSION OF PROPOSAL

Incurred Expenses:

The City is not responsible for any expenses which proposers may incur preparing and submitting proposals called for in the Request for Proposals.

Interviews:

The City reserves the right to conduct personal interviews or required presentations on all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc).

Proposal Acknowledge:

By submitting a proposal, the proposer certifies that the proposer has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

Request for Additional Information:

The proposer shall furnish such additional information as the City of Miami Gardens may reasonably require. This includes information which indicates financial resources as well as ability to provide the system and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Miami-Dade Police Department.

Acceptance/Rejection/Modification to Proposals:

The City reserves the right to reject any and all proposals, and to waive minor irregularities in the procedure.

Proposals Binding:

All proposals submitted shall be binding for one hundred fifty (150) calendar days following opening.

Proposal Withdrawal:

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the scheduled opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide receipt for the proposal. Proposals, once opened, become the property of the City and will not be returned to the Proposers.

Proposal Disclosure:

Upon opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke in writing the exemptions to disclosure provided by law in the response to the RFP by providing the specific statutory authority for claimed exemptions, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

11.0 CONDITIONS OF PROPOSALS

A. Late Proposals – Proposals received by the City after time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of proposals.

B. Completeness – All information required by this RFP must be supplied to constitute an acceptable proposal.

C. Public Opening – All proposals will be publicly opened at the time and place specified. Proposals may be reviewed by any person ten (10) days after the opening or recommendation of award which ever occurs sooner.

D. Award Presentation – The City Manager will present to City Council for acceptance and final award, one or more of the proposals, or reject all proposals, within one hundred and fifty (150) calendar days from the date of opening of proposals.

E. Executive Summary – Proposers will be required to provide at least eight (8) executive summary(s) for Council review. Summary will be requested after bid opening.

F. Oral Presentations – Proposers may be requested to provide oral presentations to staff and to City Council. Recommended company will be required to attend City Council meeting.

12.0 TERMS AND CONDITIONS OF CONTRACT

The contract to be entered into with the successful proposer(s) will include, but not be limited to, the following terms and conditions.

The proposer shall agree to indemnify and hold harmless and pay on behalf of the City, for any liability and/or legal costs arising out of any claims and litigation related to the services provided, including any actions that may arise from allegations regarding determination of appropriateness or inappropriateness of care or any acts, errors or omissions related to the service provided.

The contract shall begin after City Council award and be in effect for two (2) years with two (2) additional two-year renewal terms based upon satisfactory performance and subject to the availability of funds for succeeding fiscal years.

The City shall have the option of terminating the contract by giving the consultant thirty (30) days written notice.

13.0 REFERENCES

Please provide a list of five (5) clients/municipalities that have utilized the services being proposed to the City.

Include:

- Name
- Address
- Contact
- Telephone & Facsimile Number
- E-mail address
- Date of Contract

Indicate at least three clients, located within tri-county area, with whom the City may speak with and or visit during the evaluation phase. It is the responsibility of the proposer to ascertain that the contact person will be responsive.

14.0 PROCEDURE FOR REVIEW

A Committee has been established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP.

The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements will disqualify a proposal.

The City Procurement Manager will notify all proposers whose proposals are within the competitive range. The competitive range is determined by the City, and will include all proposals with a reasonable chance of being selected for award, considering experience and other pertinent factors based upon evaluation criteria.

The City reserves the right to reject any and all proposals and to waive minor irregularities in the proposal. The City further reserves the right to seek new proposals when it is in the best interest of the City to do so.

15.0 EVALUATION OF PROPOSALS

Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth below.

A. Evidence of ability, capacity & skill of firm to perform, including timeliness, stability, availability. (Max. 20 points) Clearly demonstrate your understanding of the services to be provided, methodologies for meeting the requirements of this proposal including the hiring of local residents
B. Services to be provided. (Max. 20 points) Include your detail approach to the City's services, sample programs, sample brochures, sample schedules, etc.
C. Successful experience & background in similar services, including financial stability, (Max. 20 points)
D. Background & experience of personnel assigned to City. Include resumes, qualifications, education, certificates (Max. 15 points)
E. Cost of Services (Max 15 points) Proposer shall submit a not-to-exceed amount for complete execution of the services required in this proposal. Proposer may also include costs for alternate programs or services not covered in this solicitation, alternate programs or services must have a detailed explanation of additional optional services.
F. Firm(s) with an office located in the City of Miami Gardens for at least 6 months prior to this RFQ. (Max. 5 points) – Copy of Business Tax License required.
G. Firm(s) who've contributed to local school(s) per City Ordinance 2008-20-156 (Max. 5 points) Copy of commitment letter from principal is required.

16.0 ADDITIONAL INFORMATION/CLARIFICATIONS

Information provided by the City is to facilitate proposals. Effort was made to provide necessary and accurate information when this request was prepared, but the City is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of proposers to assure that they have all information necessary for submission of their proposals.

Any questions relative to interpretation of specifications or if more information is needed, please contact the City Procurement Manager, in writing on or before **June 10, 2010**, and fax to: (305) 474-1285, e-mail: wgarviso@miamigardens-fl.gov

17.0 INFORMATION REQUIRED OF PROPOSER

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified.

A. Proposal Format:
Proposal shall be in the following order:
Title Page, Table of Contents, Letter of Transmittal, All documents requiring signatures (i.e. Proposal Certificate, Questionnaire, etc.), Qualifications, General Information, Specific Information, References, Cost, Samples.

B. Title Page:

Name of Proposer's company/corporation, address, telephone number, facsimile number, e-mail address, name of person which will handle City's account, date, and the subject RFP#09-10-033A– EXERCISE and FITNESS MANAGEMENT and HEALTH PROMOTION SERVICES

C. Letter of Transmittal:
Limit to one or two pages. Briefly state the Proposer's positive commitment and understanding of the work to be performed.

D. General Information:
State if business is local, national, or international and indicate the business legal status (corporation, partnership etc.).

Give the date business was organized and/or incorporated, and place of incorporation.

Ability to provide type, quality and quantity of services requested. Including experience handling similar volume of services, financial, technical skill, references and satisfactory record of performance.

A summary of the institution's financial resources (including the latest year audited financial statements and holding company).

Give the location of the office which will handle the City's account and the number of professional staff personnel at the office.

State if the business is licensed, permitted and/or certified to do business in the State of Florida, attach copies of all such licenses issued to the business entity.

E. Specific Information
Resumes, certifications, etc. of proposed supervisor in charge, the actual working project manager, and all other key members that will be assigned to the City contract.

Any supplemental materials which might enhance the City's understanding of the Company and it capabilities and experience.
NOTE: "Project Manager" is understood to be the Company's liaison with the City

F. Insurance Requirements
Proposer's must submit with their proposal, proof of insurance meeting or exceeding the following requirements.

- Workers' Compensation Insurance – as required by law and Employer's Liability Insurance - $1,000,000 each accident, $1,000,000
- Fidelity/dishonesty coverage - $500,000 per occurrence
- General Liability Insurance - $2,000,000 for each occurrence, general aggregate combine or single limit , personal injury, premises/operations, and incidental medical malpractice, contractual liability
- Automobile Liability Insurance - $500,000 per occurrence, $500,000 per accident for bodily injury and $500,000 per accident for property damage. Coverage shall include owned autos, leased autos, hired autos and non-owned autos.

The successful proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the City of Miami Gardens as additional insured.

G. References

H. Proposer's Certification Form, Certifications, Drug Free Workplace Affidavit,W-9 Form, and Questionnaire

I. All proposals must be accompanied by a Cashier's Check in the amount of $2,500.00 made payable to the City of Miami Gardens, as a guarantee that the proposer, if awarded the contract, will within ten (10) consecutive calendar days after being notified of the award, enter into a contract with the City of Miami Gardens in accordance with the specifications. The Cashier's Check of all unsuccessful proposers will be returned after proposal award.

14.0 RIGHTS TO AUDIT

The Contractor may be subject to audit by federal, state and local agencies pursuant to this contract. The Contractor shall maintain adequate records to justify all charges, expenses and cost incurred in performing the services hereunder for at least three (3) years from the date of final payment. The City shall have access to such books, records, and documents for the purpose of inspection or audit during normal business hours at a place convenient and agreeable to the Contractor and the City.

15.0 PURCHASING CARD PROGRAM

The City has implemented a purchasing card program through Sun Trust Bank, using the VISA network. Contractors with purchasing card capability will receive payment from the VISA purchasing card in the same manner as other Visa purchases. Accordingly, respondents with present purchasing card capability shall have the ability to accept VISA or take whatever steps necessary to implement the ability before the start of the agreement term. The City can only accept VISA, however, the purchasing card is not the exclusive method of payment. Please indicate your ability to accept Visa purchasing card on Proposal Form.

16.0 CONFLICT OF INTEREST AND CODE OF ETHICS

As provided in Article 9 Ethics in Public Contracting of the City of Miami Gardens Ordinance No. 2005-10-48 and Ordinance 2008-03-139 "Cone of Silence", from the time of advertising until the City Council deliberates on the making of an award, there is a prohibition on communication with the City Manager and his staff and Mayor and City Council. The ordinance does not apply to oral communications at pre-bid/proposal conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City employee, official or member of the City Council unless specifically prohibited by the applicable RFP, RFQ or bid documents. A copy of all written communications must be filed with the City Clerk.

17.0 ANTI-DISCRIMINATION

The Proposer certifies 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.

18.0 TAXES

The City of Miami Gardens is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

19.0 APPLICABLE LAW AND VENUE

The law of the State of Florida shall govern the contract between the City of Miami Gardens and the successful Proposer and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

20.0 NON-COLLUSION

By submitting this proposal, Proposer certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor Proposal list(s).

21.0 PROHIBITION OF INTEREST

No contract will be awarded to a Proposing firm who has City elected officials, officers or employees affiliated with it, unless the Proposing firm has fully complied with current Florida State Statutes and City Charter relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and may result in removal from the vendor Proposal list(s).

22.0 FLORIDA PUBLIC RECORDS ACT

All material submitted regarding this proposal becomes the property of the City. Proposals may be reviewed by any person ten (10) days after the public opening. Proposers should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this Proposal and/or any resulting contract from same. Disqualification of a proposer does not eliminate this right.

23.0 DISPUTES

Any actual or prospective Bidder, Proposer, Offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 2007-25-131 in order to resolve disputed matters or complaints.

The Procurement Manager shall post a tabulation of the Bid results with intended award recommendations. Posting shall be in the front office of City Hall or on the City's web site for public viewing.

Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may file a written protest with the City Clerk and mailed by the protester to

all responders to the bid proposal within seventy-two hours (72) hours of the City's recommendation for award or the City's actual award whichever comes first. The written protest shall state all the particular grounds on which it is based, shall include all pertinent documents and evidence. The protest letter to the City Clerk shall include proof of mailing/receipt to other responders to the bid and shall be accompanied by a cashier's check in the amount of $500.00 representing the filing fee, plus a cost bond in the amount of $2,500.00 to reimburse the City for all administrative costs associated with the appeal process. The $2,500.00 bond shall be returned to the Protester if the Protester prevails in the hearing before the hearing examiner/special master. If the Protester does not prevail the City shall keep the bond. Any grounds not stated shall be deemed waived.

Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the vendor of all rights of protest under this Bid/Proposal Protest Procedure.

In the event of a timely protest, the City Manager shall select a hearing examiner or special master, who shall be a member of the Florida Bar, who shall hold a hearing and submit written findings and recommendations within fifteen (15) days of the filing of the protest. The hearing examiner shall consider the written protests, supporting documents in evidence, the City's recommendations and supporting documentation and all evidence presented at the hearing. Such finding and recommendation shall be filed with the City Clerk.

The hearing examiner's findings and recommendations shall be final. Appeals of a decision by the hearing examiner shall be to the Miami-Dade County Circuit Court. The prevailing party in the appeal may be entitled to recover any and all attorneys' fees and costs incurred in the appeal.

24.0 LOCAL PREFERENCE

In accordance with the City of Miami Gardens Code of Ordinances No. 2005-26-64 Sec. 16, regarding preference to local business, when evaluation percentages are used to evaluate, and when a non-local business is the highest ranked proposer, and the ranking of a local proposer is within 5% of the ranking, then the local proposer shall proceed to negotiate. When a local business's price is within 5% of the lowest non-local business, then the local business can offer a best and final bid, within five days of bid opening, equal to or lower than the amount of the low bid submitted by the non-local business. Point structure as follows:

- Maximum 5 points: local consultant is the prime consultant
- Maximum 2.5 points: local consultant is sub-consultant

25.0 PREFERENCE MONETARY CONTRIBUTIONS TO LOCAL SCHOOLS

In accordance with the City of Miami Gardens Code of Ordinance No. 2008-20-156 regarding preference to businesses that make monetary contributions to local public schools, when evaluation percentages are used to evaluate, and when a non-contributing business is the highest ranked proposer, and the ranking of a contributing proposer is within 5% of the ranking, then the contributing proposer shall proceed to negotiate. When a contributing business's price is within 5% of the non-contributing business, then the contributing business can offer a best and final bid within five days of bid opening, equal to or lower than the amount of the low bid submitted by the non-contributing business. Lists of local schools and complete ordinance can be viewed on the City's web page www.miamigardens-fl.gov. The City estimates that the total spend per firm over the life of the contract will be in excess of $250,000.

26.0 SMALL, MINORITY, WOMEN'S AND DISADVANTAGE BUSINESSES

The City of Miami Gardens encourages Small, Minority, Women's and Disadvantage Businesses to participate in this solicitation.

The City of Miami Gardens encourages prime contractor, if subcontractors are to be let, when economically feasible, to take affirmative steps to assure that Small, Minority, Women's and Disadvantage Businesses are used when possible. Affirmative steps shall include:

- Placing qualified small, minority, women's and disadvantage businesses on solicitation lists;
- Assuring that small, minority, women's and disadvantage businesses are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, women's and disadvantage businesses;
- Establishing delivery schedules, where the requirement permits, which encourage participation small, minority, women's and disadvantage businesses;
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Cost/Price Proposal Form

Facility	Annual Management Fee	Annual Marketing Cost	Total Annual Cost/ Facility
MGCC Fitness Center	$	$	

Personal Training Rate/Session	Additional Class Rate / Class
$ hour	$ class

Management Costs shall consist of personnel and fitness services costs based on Fitness Center facility operation hours and months opened including but not limited to: direct salary expenses, benefits, training related to fitness center operations. These costs must be "Not to Exceed"

Marketing Costs shall consist of development and implementation of on-going advertising to include all associated costs for flyers, banners, advertising in newspapers. These costs must be "Not to Exceed"

SUBMITTED BY:

Company Name: _____

Address: _____

City: _____ State: _____ Zip:_____

Phone: _____ Fax: _____

Email: _____

Signature: _____

AGREEMENT FOR EXERCISE and FITNESS MANAGEMENT and HEALTH PROMOTION SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2010, by and between the City of Miami Gardens, a Florida municipal corporation (hereinafter referred to as "City"), and _____ authorized to do business in the State of Florida, (hereinafter referred to as "Contractor") and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, on _____, the City advertised Bid Document No. 09-10-033A; and

WHEREAS, Contractor submitted a Proposal dated_____, in response to the City's request; and

WHEREAS, at a meeting held on_____, the City Council selected the Contractor and agreed to contract with Contractor to perform the services described in the City's Request for Proposal (hereinafter referred to as "RFP") and Contractor's Proposal submitted in response to the RFP,

NOW THEREFORE, in consideration of the premises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

(i) Specifications and Proposal Documents prepared by the City for Exercise and Fitness Management and Health Promotion Services RFP#09-10-033A (Exhibit 1).

(ii) Proposal for the City of Miami Gardens prepared by Contractor dated_____. (Exhibit 2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. This Agreement
B. Exhibit 1
C. Exhibit 2

Article 2 Scope of Work

The scope of services shall consist of a complete exercise and fitness room management and heath promotion programming services for the Miami Gardens Community Center as outlined in the City's RFP, Section 3 – Scope of Services through Section 6 – Requirements of Contractor (hereinafter referred to as "Services"). Contractor shall perform the work under the general direction of the City and shall furnish all labor, materials, supplies, equipment, supervision and services necessary for and incident to the performance of the work, except as otherwise noted in specifications. By signing this Agreement, Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the Work and the conditions under which the Work is to be performed.

Article 3 Qualifications

Contractor and the individual executing this Agreement on behalf of the Contractor warrant to the City that the Contractor is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Contractor possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Miami-Dade to perform the work herein described.

Contractor ensures that all personnel have the minimum qualifications and hold the required certificates and licenses as stipulated in the RFP, and that they remain current throughout the entire contract.

Contractor shall, at its own expense, provide for criminal background checks, including sexual offender checks, of all personnel.

Article 4 Compensation

Contractor shall provide all Services identified in RFP#09-10-033A, Section 3.0, Scope of Services. For all Services provided by Contractor, the City shall pay Contractor $_____, per month for Contractor's Services. Contractor shall submit monthly invoices for Services to the Parks and Recreation Department (hereinafter referred to as "the Department"). City shall remit payment for all undisputed amounts within thirty (30) days of receipt of an invoice. All invoices shall include a detailed explanation of all fees and charges.

Contractor shall make no charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless otherwise noted in the specifications. If the City disputes any charges on the invoices, it may make payment of the contested amounts and withhold payment on the contested amounts until they are resolved by agreement with Contractor. Reimbursable expenses shall be listed individually, with supporting documentation attached.

Article 5 Term

This Agreement shall commence upon the execution by both parties and shall continue for two (2) years, unless terminated sooner as provided for in this Agreement. The Contractor understands and acknowledges that the Services to be performed during the two (2) year term will be governed by this Agreement, and that there is no guarantee of future work being given to the Contractor.

Parties agree and understand that this Agreement shall be renewable after the expiration of the initial two (2) year period based upon satisfactory performance and subject to the availability of funds for succeeding fiscal years with terms and conditions to be agreed upon by City and Contractor.

Article 6 Indemnification

Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' 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 this Agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by 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. One percent (1%) of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 7 Insurance

Contractor shall provide and maintain general liability insurance coverage, for personal injury and property damage in the minimum amount of Two Million ($2,000,000.00) Dollars, per incident, for personal injury, and Five Hundred Thousand ($500,000.00) Dollars, per incident, for property damage.

Contractor shall also be required to provide and maintain, during the life of the Agreement, comprehensive automobile liability insurance coverage for bodily injury and property damage in the minimum amount of $500,000.00 or each occurrence and $500,000.00 combined single limit.

Such liability policy of insurance shall designate the City as an additional insured and Contractor shall deliver a fully effective certificate to that effect, evidencing no less than thirty (30) day cancellation power.

Contractor shall also provide City with proof that Contractor has workers' compensation insurance in an amount, which satisfies the requirements of Florida Law, for any employee of the Contractor.

Contractor shall not commence work pursuant to this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the City.

Article 8 Termination

The City may, for its convenience and without cause, terminate this Agreement by giving Contractor written notice at least thirty (30) days prior to the effective date of the termination. Upon written notice of the City's desire to terminate this Agreement, Contractor shall provide only those services and incur only those expenses specifically approved or directed in writing by the City Manager or his designee.

The City may terminate this Agreement for cause immediately, and without prior notice to Contractor. Should the City terminate this Agreement for cause, the City shall provide notice as soon as possible to Contractor.

Contractor may terminate this Agreement by giving the City written notice at least thirty (30) days prior to the effective date of termination.

In the event of termination or expiration of this Agreement, Contractor and City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Contractor to the City or to any other person or entity the City may designate, and to maintain during such period of transition that same services provide to the City pursuant to the terms of this Agreement.

Contractor will take all reasonable and necessary actions to transfer all records, etc. and data of the City in its possession in an orderly fashion to either the City or its designee in a hard copy and computer format.

If either party terminates this Agreement, the City shall only pay Contractor for the services provided through the date of termination.

Article 9 Ownership

All fitness programs, advertising/marketing plans and materials, fee structures, etc. originated or prepared by Contractor pursuant to this Agreement including papers,

charts, computer programs, and other documentation or improvements thereto shall be owned by the City.

Article 10 Modification/Amendment

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Article 11 Severability

If any term or provision of this Agreement shall to any extent be held invalid, or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 12 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida, with venue lying in Miami-Dade County, Florida.

Article 13 Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construes as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Contractor of the same, or any other provision or the enforcement thereof. The City's consent to or approval of any act by Contractor requiring the City's consent or approval shall not be deemed to render unnecessary the obtaining of the City's consent to or approval of any subsequent consent or approval of Contractor, whether or not similar to the act so consented to or approved.

Article 14 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

City:
Danny Crew, City Manager
City of Miami Gardens
1515 NW 167th Street #200
Miami Gardens, FL 33169

Contractor:

With a copy to:
Sonja K. Dickens, Esq.
City Attorney
Arnstein & Lehr LLP
200 East Las Olas Blvd., Suite 1700
Ft. Lauderdale, FL 33301

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 15 Independent Contractor

Contractor is and shall remain an independent contractor and is not an employee or agent of the City. Services provided by Contractor shall be by employees of Contractor and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the City.

Contractor shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Contractor. The rights granted to Contractor hereunder are nonexclusive, and the City reserves the right to enter into agreements with other persons or firms to perform services including those hereunder.

Article 16 Assignment

Subject to the provisions above, this Agreement shall not be assignable by Contractor.

Article 17 Prohibition Against Contingent Fees

Contractor warrants that it has no employees or retained any Contractor or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Contractor, corporation, individual or firm, other than a bond fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 18 Attorneys' Fees

Should any dispute arise hereunder, the prevailing party shall be entitled to recover all costs, expenses and attorney's fees incurred in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.

Article 19 Non-Discrimination

Contractor agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, the Americans with the Disabilities Act of 1990, the Age Discrimination Act of 1975. Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/family status or status with regard to public assistance. Contractor will take affirmative action to insure that all employment practices are free from such discrimination.

Article 20 Conflict of Interest

Contractor agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.1, as amended, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 21 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 22 Construction

This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Miami-Dade County, Florida.

Article 23 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 24 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 25 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties that the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 26 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 27 Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 28 Retention of Records

Contractor shall keep its books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Contractor shall allow access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement. Contractor's failure to grant such access shall be grounds for immediate termination of this Agreement by the City.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement is effective as of the date first written above.

Consultant: _____

By:_____
Name:_____
Title:_____

WITNESS:

_____
Corporate Secretary

Seal:

CITY OF MIAMI GARDENS

By:_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to price, quality, and service from businesses that are not located within the City of Miami Gardens are received by the City for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will aProposale by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Vendor's Signature

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, General Information, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain Consultant for a period of up to 150 days in order to allow the City of Miami Gardens adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Consultant as its act and deed and that the Consultant is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, Consultant or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Miami Gardens or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals 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. 278.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

_____
Name of Business

BY:

_____
Signature

_____
Name & Title, Typed or Printed

_____
Mailing Address

_____
City, State, Zip Code

(____)_____
Telephone Number Email Address

Sworn to and subscribed before me
This_____day of
_____,20____

_____
Notary Public

State of_____

(_____)_____
Facsimile Number

PROJECT: EXERCISE and FITNESS MANAGEMENT and HEALTH PROMOTION SERVICES

OWNER: CITY OF MIAMI GARDENS

CONSULTANT: _____

INSTRUCTIONS

A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.

B. The City of Miami Gardens shall be entitled to contact each and every person/company listed in response to this questionnaire. The proposer, by completing this questionnaire, expressly agrees that any information concerning the proposer in possession of said entities may be made available to the City.

C. Only complete and accurate information shall be provided by the proposer. The proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The proposer also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the proposer.

D. If there are any questions concerning the completion of this form, the proposer is encouraged to contact William Garviso, CPPB, Buyer, facsimile: (305)474-1285, e-mail: wgarviso@miamigardens-fl.gov.

QUESTIONNAIRE

Proposer's Name: _____

Principal Office Address: _____

_____

Official Representative: _____
Individual
Partnership (Circle One)
Corporation

<u>If a Corporation, answer this:</u>

When Incorporated:

_____

In what State: _____

<u>If Foreign Corporation:</u>

Date of Registration with
Florida Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____

President's Name: _____

Vice President's Name: _____

Treasurer's Name: _____

Members of Board of Directors:

<u>If a Partnership:</u>

Date of Organization: _____

General or Limited Partnership*: _____

Name and Address of Each Partner:

Name	Address
1.	
2.	
3.	

*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business:____

2. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled?

   Yes ( ) No ( )

   If yes, give details on a separate sheet.

3. Has the proposer or any principals of the applicant organization failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

   If yes, please explain:

4. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

   If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

5. Person or persons interested in the proposal and Questionnaire Form _____ (have)_____(have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words).

   Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

B. List all judgments from lawsuits in the last five years:

C. List any criminal violations and/or convictions of the proposer and/or any of its principals:

D. List any criminal violations and/or convictions of the proposer and/or any of its principals:

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).

The proposer understands that information contained in this Questionnaire will be relied upon by the City of Miami Gardens in awarding the proposed Agreement and such information is warranted by the proposer to be true. The undersigned proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City Manager.

The proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Miami Gardens Police Department. By submitting this questionnaire, the proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Dated_____,20__

CONSULTANT:

_____

_____

By_____
Its_____

Sworn to and subscribed before me this _____day of
_____,20___

_____
Notary Public

My Commission Expires:

_____

AFFIDAVIT FOR CORPORATION

State of_____

County of_____

_____,
is_____(title) of the _____ (corporation described herein) being duly sworn, deposes and says that he is familiar with the books or the said corporation showing its financial position; that the foregoing statements are a true and accurate statement of the financial position of said corporation as of the date hereof; and, that the statements and answers to the interrogatories of the foregoing experience questionnaire are correct and true as of the date of this affidavit and, that he understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the City of Miami Gardens considers such action on the part of the applicant to constitute good cause for denial, suspension or revocation of a existing work or contracts being performed by the Contractor for the City of Miami Gardens.

_____
(Officer must also sign here)

Sworn to me before this _____day of 20_____, by_____ (name of affiant). He/she is personally known to me or has produced_____ (type of identification) as identification.

_____
(Notary)

SEAL

AFFIDAVIT FOR INDIVIDUAL

State of_____

County of_____

_____ being duly sworn, deposes and says that the foregoing financial statements are a true and accurate statement of his financial position as of the date thereof, and that the answers to the interrogatories contained therein are true; and, that the statements and answers to the interrogatories of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the City of Miami Gardens considers such action on the part of the applicant to constitute good cause for denial for bidding on City construction projects or the suspension or revocation of existing work or contracts being performed by the Contractor for the City of Miami Gardens, Florida.

_____

(Applicant)

Sworn to me before this _____day of 20_____, by_____ (name of affiant). He/she is personally known to me or has produced_____ (type of identification) as identification.

_____

(Notary)

SEAL

AFFIDAVIT FOR CO-PARTNERSHIP

State of_____

County of_____

_____ is a member of the Consultant of _____, being duly sworn deposes and says that the foregoing financial statements are a true and accurate statement of the financial position of said Consultant as of the date thereof, and that the answers to the interrogatories contained therein are true; and, that the statements and answers to the interrogatories of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the City of Miami Gardens considers such action on the part of the applicant to constitute good cause for denial for bidding on City construction projects or the suspension or revocation of existing work or contracts being performed by the Contractor for the City of Miami Gardens, Florida.

_____
(Member of Consultant)

Sworn to me before this _____day of 20_____, by_____ (name of affiant). He/she is personally known to me or has produced_____ (type of identification) as identification.

_____
(Notary)

SEAL