

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Previous Contract/Project No.

Re-Bid
 Other

LIVING WAGE APPLIES: __YES __X__NO

Requisition/Project No: EPP-RFP876

TERM OF CONTRACT: 5 years with 2, 2year options-to-renew

Requisition/Project Title:- Crandon Park Golf Course Forecaddie Services

Description: Miami-Dade County, hereinafter referred to as "the County", as represented by Miami-Dade County Parks, Recreation and Open Spaces (PROS) Department, is soliciting proposals from experienced and capable parties or organizations to provide forecaddie, and related services to the general public at Crandon Park Golf Course, a county owned and operated golf course.

User Department(s): Parks, Recreation and Open Spaces

Issuing Department: ISD/PM Contact Person: Pearl P. Bethel

Phone: (305) 375-2102

Estimated Cost: \$750,0000 Funding Source: Proprietary

REVENUE GENERATING: __N/A__

ANALYSIS

Commodity/Service No: <u>906-72</u>		SIC:	
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input checked="" type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
<u>EXISTING</u>		<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): <input type="checkbox"/> Yes <input type="checkbox"/> No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: Pearl P. Bethel

Date to SBD: 1/17/2014

Date Returned to DPM: _____

RECEIVED
 DEPT. BUSINESS DE
 2014 JAN 17 PM 1:19

**REQUEST FOR PROPOSALS EPP (RFP) No. 876
FOR
CRANDON PARK GOLF COURSE FORECADDIE SERVICES**

PRE-PROPOSAL CONFERENCE TO BE HELD:

at AM (local time)
Crandon Park Golf Course
6700 Crandon Blvd., Key Biscayne, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department (ISD)
(Through the Expedited Purchasing Program)
for

Miami-Dade County Parks, Recreation and Open Spaces (PROS)

COUNTY CONTACT FOR THIS SOLICITATION:

Name and Title: Pearl P. Bethel, Procurement Contracting Officer 2
Address: 111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-2102
E-mail: bpearl@miamidade.gov

PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:

at 2:00 PM (local time)
at
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4: 30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date. Proposers who obtain copies of this Solicitation from sources other than the County's Internal Services Department website at www.miamidade.gov/dpm or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as "the County", as represented by Miami-Dade County Parks, Recreation and Open Spaces (PROS) Department, is soliciting proposals from experienced and capable parties or organizations to provide forecaddie, and related services to the general public at Crandon Park Golf Course, a county owned and operated golf course.

The County anticipates awarding a contract for a five year period, with two (2), two-year options to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:

Pre-Proposal Conference: See front cover for date, time and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidade.gov at least five days in advance.

Deadline for receipt of questions:

Proposal due date: See front cover for date, time and place.

Evaluation process:

Projected award date:

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
4. The word "Forecaddie" to mean the person, who offers advice to the players on the course's hazards and features, helps the players select proper target lines and is positioned on the golf course at a distance from the tee or a given lie, to locate balls after they are hit.
5. The word "Lie" to mean the location of the ball at rest.
6. The word "Loop" to mean one circuit around the golf course, 18 holes.
7. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
8. The word "Solicitation" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
9. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
10. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material

deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsive. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

1.5 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, 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 for 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 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 Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.6 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.8 Expedited Purchasing Program

Pursuant to Ordinance 07-49, the County has created a pilot program for expedited purchasing, subject to terms and conditions as outlined in Section 2-8.1.6 of the Code of Miami-Dade County. The program shall be referred to as the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, participating vendors should anticipate a shortened solicitation timeline for responding. Technical, professional and legal staff may be used to determine best value as set forth in the solicitation documents without the need to utilize the formal Selection Committee process established by the County. The County Mayor's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this ordinance during its effective term.

2.0 SCOPE OF SERVICES**2.1 Background/Introduction**

Miami-Dade County Parks, Recreation and Open Spaces (PROS) Department is one of the busiest and largest leisure service agencies in the United States, and is the first park and recreation agency in the State of Florida to receive the Governor's Sterling Award (2009), and the Governor's Sustained Excellence Award (2013) which recognizes organizations and businesses in Florida that have successfully achieved performance excellence within their management and operations. Each year, approximately 25 million people use PROS to safely recreate, enjoy nature, become more physically fit, and to connect with neighbors, friends and pets. PROS's owns and operates five golf courses which serve approximately 207,629 patrons annually. For additional information on PROS, visit <http://www.miamidade.gov/parks>.

The County is soliciting proposals from experienced and capable parties or organizations to manage and operate forecaddie services, and related services at Crandon Park Golf Course (Crandon).

The objective of the solicitation is to provide the patrons of the golf course with Forecaddie services, and related services that are normally associated with the golf industry.

2.2 General Description and Amenities of Crandon

Crandon is located at 6700 Crandon Blvd., Key Biscayne, Florida, just ten minutes from downtown Miami. This championship 18-hole golf course is the only public golf course on Biscayne Bay, and is considered one of the most beautiful and difficult Par-72 courses in the state of Florida. Crandon has been rated in the top ten golf courses by Golf Week and one of America's top 75 upscale golf courses by Golf Digest.

Amenities at Crandon are as follows:

- Lighted driving range
- Grass hitting, putting, pitching and chipping practice areas
- Golf carts
- Tournament, League and group outing events
- Junior golf program
- Pro shop stocked with latest golf apparel.
- Equipment rentals
- Sports Grill's world famous Special Grilled Chicken wings
- Single rider carts for people with disabilities are available (24-hours advance notice required).

2.3 Preferred Qualification Requirement

The selected Provider should have:

- A. A minimum of five (5) years' experience in the management and operation of forecaddie and related services at public and/or resort golf courses.
- B. The financial capacity to maintain operations at the facility.
- C. A substantial knowledge of the legal requirements that are involved in this type of operation.

2.4 Services to be Provided**A. General Services**

The selected Provider shall:

- 1) Provide an operation that is available to the general public during designated hours (course open to closure). The selected Provider shall not undertake any activity, which interferes with the operation of the golf course.
- 2) Be operational within thirty (30) days of the contract award.
- 3) Market and promote forecaddie services and related services at the golf course.

- 4) Submit a schedule of intended hours of operation and staff levels to PROS for approval. At a minimum, Forecaddies shall be available, by appointment or set schedule, during the regularly scheduled operating hours (6:30am-8:30pm) of the golf course. PROS may require changes in hours of operation or staff levels, if in the discretion of PROS; such a change is desirable or necessary in providing services.
- 5) Employ and ensure a qualified full-time on-site Manager, with experience in the management of this type of operation, is on duty whenever a Forecaddie is on the course.
- 6) Ensure that staff is properly trained to provide quality service.
- 7) The selected Provider shall ensure that selected Provider's staff is distinctively uniformed so as to be distinguishable as the selected Provider's staff and not as employees of PROS. Selected Provider's employees shall at all times wear, in a conspicuous and visible manner, an identification badge that displays his/her photograph and full name while on County property, and when in direct contact with golf patrons and the general public.
- 8) Provide prompt and efficient customer service, adequate to meet all reasonable demands of the golf patrons.
- 9) Ensure golf patrons receive complaint resolutions within 72 hours of notification.
- 10) Be responsible for acquiring and maintaining all equipment necessary for the management and operation of forecaddie services, and related services.
- 11) Comply with the Crandon Park Master Plan (Attachment A), at all times.
- 12) Take proper care of the work area, and facilities provided by the County(refer to Section 2.6). The selected Provider shall use the same in a careful manner and shall, at its own cost and expense, repair any County property damaged by the selected Provider's operation.
- 13) Pick up trash in and around the selected Provider's designated area and empty all trash cans in these areas into the park's dumpsters.
- 14) Accept full responsibility for the security and protection of selected Provider's equipment, other personal property and money used in connection with the operation. Storage is available on site in designated areas only. Selected Provider shall in no way inhibit or impair PROS staff from accessing the storage area.
- 15) Observe, obey, and comply with all rules and regulations adopted by the County and all laws, ordinances and/or rules and regulations of PROS or other governmental units and agencies having lawful jurisdiction, which may be applicable to the operations under this contract. Failure to do so will constitute a breach of the contract.
- 16) Have a written hurricane plan in place, approved by PROS, on how to prepare their designated area for a potential approaching storm. The selected Provider shall follow the County's emergency evacuation and hurricane plan as set forth for the facility.

B. Forecaddie Services

The selected Provider shall:

- 1) Manage and operate Forecaddie services, and related services at the facility, as stipulated in the schedule of intended hours (Section 2.4 A (2) above).
- 2) Provide a trained Forecaddie at each tee-time. Tee time will be from course opening to 2:00 pm during the high demand season of November 1 – April 30. Forecaddies will not be mandatory after 2:00 pm and optional for those requesting the services.
- 3) It is anticipated that a Forecaddie will not serve more than four golfers at any tee time.

The Forecaddie will work on behalf of each golfer in the group to provide the following services:

- a) Hole descriptions and general target areas
- b) Keeping track of all golf balls in play and direct each golfer to his/her ball
- c) Care for the course by racking bunkers and replacing/repairing divots
- d) Yardages
- e) Attend the flagstick
- f) Move the play along in an efficient manner

C. Special Events

PROS shall retain the right to provide services during special events and to schedule special events that may preclude Forecaddies from operating during a given event. PROS will use reasonable efforts to notify the selected Provider as early as possible of these special events, but in no event later than two weeks prior to the special event

2.5 Background Screening

In accordance with Miami-Dade County Ordinance No. 08-07 titled Chapter 26, Park and Recreation Department Rules and Regulations, Article III, The Shannon Melendi Act (the Act), all selected Provider's personnel, and volunteers that will provide any service at the golf course, must be in compliance with the requirements set forth under the Act prior to the scheduled start of employment or volunteerism.

The requirements are as follows:

- A. Background checks shall be conducted by a professional background screener. The selected Provider shall obtain and maintain a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry.
- B. A comprehensive report and analysis shall be obtained from no less than two independent databases/sources, on the nationwide criminal history of such child event worker, park vendor, staff member or volunteer. This background information shall be part of the background check report that shall be kept and maintained by the selected Provider and be available to law enforcement personnel upon request.
- C. The selected Provider shall ensure that all its personnel and volunteers have been verified as being United States Citizens or having legal immigrant status prior to and throughout employment.
- D. The selected Provider shall conduct background checks every three years after start of service and shall retain all records demonstrating compliance with the background screening required herein for not less than three years beyond the end of the contract term. Any subsequent arrest of selected Provider's personnel and volunteers shall be reported to the selected Provider within 48 hours of such arrest.

2.6 County Responsibilities

The County will ensure that each group of golfers playing from November 1-April 30 whose tee-time is between course opening to 2:00pm will be accompanied by at least one Forecaddie. Exceptions to this provision may include Crandon Golf Staff, Crandon Golf Volunteers, and designated complimentary and/or promotional rounds.

The County will also provide the selected Provider:

- A. Approximately 132 square feet of office space in "as is" condition at the Cart Barn. The office will include electricity, a computer, a phone and one phone line.
- B. Approximately 450 square feet of space adjacent to the Cart Barn to serve as a break area for the selected Provider's on-duty staff.
- C. Access to the golf course for training of Forecaddies.

2.7 Performance Review

The management and operation of forecaddie services will be evaluated on a monthly basis to ensure performance meets the requirements of the contract as a result of this solicitation. An Annual Performance review will be conducted at the end of each contract year, and the selected Provider, shall provide financial documentation (i.e., balance sheet, profit & loss and tax returns if applicable) for PROS's as part of this review.

2.8 Additional Services

The selected Provider may provide additional services and/or use additional or substitute space as approved by PROS. Additional services must be associated with, and be incidental to Forecaddie Services. Additional services, additional space and substituted space provided, must have prior approval by PROS. Such services, additional space and substituted space may be modified only by written request of the selected Provider to PROS's, and upon approval by the PROS's Director. Pricing for the additional services will be negotiated with the selected Provider during the approval request. Such approval shall be in writing at least 30 days prior to implementation of the modification. The following are examples of additional services which may be provided by the selected Provider:

- 1) Club cleaning
- 2) Cart cleaning
- 3) Cart staging
- 4) Bag drop monitoring
- 5) Divot repair
- 6) Ball mark repair
- 7) Regular caddie services including carrying one or two sets of clubs.

2.9 Compensation

The County will pay the selected Provider a Management Fee for the administration and oversight of the Forecaddie Services requested in the Scope of Services, Section 2.0. Additionally, the County will compensate the selected Provider for each use of a Forecaddie, commencing 30 days from the effective date of the contract. The selected Provider shall invoice the County at the end of the month for which the compensation is due. Prior written approval for any cost not considered a standard service or a part of the management fees associated with the administration and oversight of these services, must be approved by the County's Project Manager.

The selected Provider shall state the monthly Management Fee for the administration and oversight of the Forecaddie Services as well as the rate for the use of a Forecaddie on Form B-1, Price Proposal Schedule.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by a Review Team which will evaluate and rank proposals on criteria listed below. The Review Team will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Review Team is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Review Team member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's relevant experience, qualifications, and past performance in providing forecaddie services	30
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20
3. Proposer's approach to providing the services requested in this Solicitation	30
<u>Price Criteria</u>	
4. Proposer's proposed price and financial capability	20

4.3 Oral Presentations

Upon completion of the criteria evaluation indicated above, rating and ranking, the Review Team may choose to conduct an oral presentation with the Proposer(s) which the Review Team deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Review Team will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Price Evaluation

After the evaluation of the technical proposal, in light of the oral presentation(s) if necessary, the County will evaluate the price proposals of those Proposers remaining in consideration.

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.5 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://new.miamidade.gov/business/business-development.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

4.6 Local Certified Service-Disabled Veteran's Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses (see **Form A-4**). If, following the completion of final rankings by the Evaluation/Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Review Team will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. In his sole discretion, the County Mayor or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

4.9 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the website at http://www.miamidade.gov/DPM/vendor_registration.asp or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Inspector General Reviews

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

d) User Access Program

Pursuant to Section 2-8.10 of the Miami-Dade County Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

Form of Agreement
Proposal Submission Package
Crandon Park Master Plan (Attachment A)

Walters, Vivian (ISD)

From: Bethel, Pearl (ISD)
Sent: Friday, January 17, 2014 12:08 PM
To: Walters, Vivian (ISD)
Cc: Johnson, Laurie (ISD)
Subject: EPP-RFP876, Crandon Park Golf Course Forecaddie Services
Attachments: EPP-RFP_876_Forcaddie Services,_1-13-14.docx; Input Doc-Project Measure Worksheet.doc

Hi Vivian

Please review the attached RFP for a determination of the SBE measure to be applied. A copy of the input doc/project measures worksheet is also attached. The estimated cost for this project for the five year contract term is \$750,000 and the funding source is Proprietary. My recommendation would be a Selection Factor.

Thanks.

Pearl P. Bethel, Procurement Contracting Officer 2
Miami-Dade County Internal Services Department
111 NW 1st Street, Suite 1300, Miami, Florida 33128
305-375-2102 Phone 305-372-6128 Fax
<http://www.miamidade.gov/dpm/>
"Delivering Excellence Every Day"

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure

FAML9570 V5.1
LINK TO:

MIAMI-DADE COUNTY 5.1 ONLINE FAMIS SYSTEM
COMMODITY BY VENDOR

01/17/2014
1:50 PM

VENDOR NO : 650923971 MARTIN REMODELING CONTRACTORS INC
SUFFIX : 01

S	COMMODITY ID	COMMODITY NAME
	968-20	BUILDING CONSTRUCTION

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

VENDOR NUMBER : 650923971 MARTIN REMODELING CONTRACTORS INC
VENDOR SUFFIX : 01 PAYMENT VENDOR: Y
ALTERNATE NAME : MARTIN REMODELING CONTRACTORS INC PAY IND: R
DBA NAME :
CREATE DATE : 09/13/2012
HEADER STATUS : A ACTIVE CREATED BY : DANIELS
DETAIL STATUS : A ACTIVE UPDATE DATE : 02/01/2013
DTL STATUS DATE : 09/13/2012 UPDATED BY :
DPM RGSTR : A ACTIVE
DISCOUNT TERMS :
EXPEDITOR CODE :
DISBURSE TYPE : 1
LAST PO DATE : 02/01/2013
LAST BID DATE :
SINGLE CHECK :
NOTE : N
ALT VENDOR :
START DATE : EXPIRATION DATE :

F1-HELP F2-SELECT F4-PRIOR F5-NEXT F6-HEADER
F7-MAIL CODE F9-LINK F11-MORE
G014 - RECORD FOUND

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Please review the attached RFP for a determination of the SBE measure to be applied. A copy of the input doc/project measures worksheet is also attached. The estimated cost for this project for the five year contract term is \$750,000 and the funding source is Proprietary. My recommendation would be a Selection Factor.

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**REQUEST FOR PROPOSALS EPP (RFP) No. 876
FOR
CRANDON PARK GOLF COURSE FORECADDIE SERVICES**

PRE-PROPOSAL CONFERENCE TO BE HELD:

at AM (local time)
Crandon Park Golf Course
6700 Crandon Blvd., Key Biscayne, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department (ISD)
(Through the Expedited Purchasing Program)
for

Miami-Dade County Parks, Recreation and Open Spaces (PROS)

COUNTY CONTACT FOR THIS SOLICITATION:

Name and Title: Pearl P. Bethel, Procurement Contracting Officer 2
Address: 111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-2102
E-mail: bpearl@miamidade.gov

PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:

at 2:00 PM (local time)
at
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date. Proposers who obtain copies of this Solicitation from sources other than the County's Internal Services Department website at www.miamidade.gov/dpm or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as "the County", as represented by Miami-Dade County Parks, Recreation and Open Spaces (PROS) Department, is soliciting proposals from experienced and capable parties or organizations to provide forecaddie, and related services to the general public at Crandon Park Golf Course, a county owned and operated golf course.

The County anticipates awarding a contract for a five year period, with two (2), two-year options to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:

Pre-Proposal Conference:

See front cover for date, time and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidade.gov at least five days in advance.

Deadline for receipt of questions:

Proposal due date:

See front cover for date, time and place.

Evaluation process:

Projected award date:

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
4. The word "Forecaddie" to mean the person, who offers advice to the players on the course's hazards and features, helps the players select proper target lines and is positioned on the golf course at a distance from the tee or a given lie, to locate balls after they are hit.
5. The word "Lie" to mean the location of the ball at rest.
6. The word "Loop" to mean one circuit around the golf course, 18 holes.
7. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
8. The word "Solicitation" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
9. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
10. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material

deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

1.5 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, 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 for 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 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 Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.6 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.8 Expedited Purchasing Program

Pursuant to Ordinance 07-49, the County has created a pilot program for expedited purchasing, subject to terms and conditions as outlined in Section 2-8.1.6 of the Code of Miami-Dade County. The program shall be referred to as the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, participating vendors should anticipate a shortened solicitation timeline for responding. Technical, professional and legal staff may be used to determine best value as set forth in the solicitation documents without the need to utilize the formal Selection Committee process established by the County. The County Mayor's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this ordinance during its effective term.

2.0 SCOPE OF SERVICES**2.1 Background/Introduction**

Miami-Dade County Parks, Recreation and Open Spaces (PROS) Department is one of the busiest and largest leisure service agencies in the United States, and is the first park and recreation agency in the State of Florida to receive the Governor's Sterling Award (2009), and the Governor's Sustained Excellence Award (2013) which recognizes organizations and businesses in Florida that have successfully achieved performance excellence within their management and operations. Each year, approximately 25 million people use PROS to safely recreate, enjoy nature, become more physically fit, and to connect with neighbors, friends and pets. PROS's owns and operates five golf courses which serve approximately 207,629 patrons annually. For additional information on PROS, visit <http://www.miamidade.gov/parks>.

The County is soliciting proposals from experienced and capable parties or organizations to manage and operate forecaddie services, and related services at Crandon Park Golf Course (Crandon).

The objective of the solicitation is to provide the patrons of the golf course with Forecaddie services, and related services that are normally associated with the golf industry.

2.2 General Description and Amenities of Crandon

Crandon is located at 6700 Crandon Blvd., Key Biscayne, Florida, just ten minutes from downtown Miami. This championship 18-hole golf course is the only public golf course on Biscayne Bay, and is considered one of the most beautiful and difficult Par-72 courses in the state of Florida. Crandon has been rated in the top ten golf courses by Golf Week and one of America's top 75 upscale golf courses by Golf Digest.

Amenities at Crandon are as follows:

- Lighted driving range
- Grass hitting, putting, pitching and chipping practice areas
- Golf carts
- Tournament, League and group outing events
- Junior golf program
- Pro shop stocked with latest golf apparel.
- Equipment rentals
- Sports Grill's world famous Special Grilled Chicken wings
- Single rider carts for people with disabilities are available (24-hours advance notice required).

2.3 Preferred Qualification Requirement

The selected Provider should have:

- A. A minimum of five (5) years' experience in the management and operation of forecaddie and related services at public and/or resort golf courses.
- B. The financial capacity to maintain operations at the facility.
- C. A substantial knowledge of the legal requirements that are involved in this type of operation.

2.4 Services to be Provided**A. General Services**

The selected Provider shall:

- 1) Provide an operation that is available to the general public during designated hours (course open to closure). The selected Provider shall not undertake any activity, which interferes with the operation of the golf course.
- 2) Be operational within thirty (30) days of the contract award.
- 3) Market and promote forecaddie services and related services at the golf course.

- 4) Submit a schedule of intended hours of operation and staff levels to PROS for approval. At a minimum, Forecaddies shall be available, by appointment or set schedule, during the regularly scheduled operating hours (6:30am-8:30pm) of the golf course. PROS may require changes in hours of operation or staff levels, if in the discretion of PROS; such a change is desirable or necessary in providing services.
- 5) Employ and ensure a qualified full-time on-site Manager, with experience in the management of this type of operation, is on duty whenever a Forecaddie is on the course.
- 6) Ensure that staff is properly trained to provide quality service.
- 7) The selected Provider shall ensure that selected Provider's staff is distinctively uniformed so as to be distinguishable as the selected Provider's staff and not as employees of PROS. Selected Provider's employees shall at all times wear, in a conspicuous and visible manner, an identification badge that displays his/her photograph and full name while on County property, and when in direct contact with golf patrons and the general public.
- 8) Provide prompt and efficient customer service, adequate to meet all reasonable demands of the golf patrons.
- 9) Ensure golf patrons receive complaint resolutions within 72 hours of notification.
- 10) Be responsible for acquiring and maintaining all equipment necessary for the management and operation of forecaddie services, and related services.
- 11) Comply with the Crandon Park Master Plan (Attachment A), at all times.
- 12) Take proper care of the work area, and facilities provided by the County(refer to Section 2.6). The selected Provider shall use the same in a careful manner and shall, at its own cost and expense, repair any County property damaged by the selected Provider's operation.
- 13) Pick up trash in and around the selected Provider's designated area and empty all trash cans in these areas into the park's dumpsters.
- 14) Accept full responsibility for the security and protection of selected Provider's equipment, other personal property and money used in connection with the operation. Storage is available on site in designated areas only. Selected Provider shall in no way inhibit or impair PROS staff from accessing the storage area.
- 15) Observe, obey, and comply with all rules and regulations adopted by the County and all laws, ordinances and/or rules and regulations of PROS or other governmental units and agencies having lawful jurisdiction, which may be applicable to the operations under this contract. Failure to do so will constitute a breach of the contract.
- 16) Have a written hurricane plan in place, approved by PROS, on how to prepare their designated area for a potential approaching storm. The selected Provider shall follow the County's emergency evacuation and hurricane plan as set forth for the facility.

B. Forecaddie Services

The selected Provider shall:

- 1) Manage and operate Forecaddie services, and related services at the facility, as stipulated in the schedule of intended hours (Section 2.4 A (2) above).
- 2) Provide a trained Forecaddie at each tee-time. Tee time will be from course opening to 2:00 pm during the high demand season of November 1 – April 30. Forecaddies will not be mandatory after 2:00 pm and optional for those requesting the services.
- 3) It is anticipated that a Forecaddie will not serve more than four golfers at any tee time.

The Forecaddie will work on behalf of each golfer in the group to provide the following services:

- a) Hole descriptions and general target areas
- b) Keeping track of all golf balls in play and direct each golfer to his/her ball
- c) Care for the course by racking bunkers and replacing/repairing divots
- d) Yardages
- e) Attend the flagstick
- f) Move the play along in an efficient manner

C. Special Events

PROS shall retain the right to provide services during special events and to schedule special events that may preclude Forecaddies from operating during a given event. PROS will use reasonable efforts to notify the selected Provider as early as possible of these special events, but in no event later than two weeks prior to the special event

2.5 Background Screening

In accordance with Miami-Dade County Ordinance No. 08-07 titled Chapter 26, Park and Recreation Department Rules and Regulations, Article III, The Shannon Melendi Act (the Act), all selected Provider's personnel, and volunteers that will provide any service at the golf course, must be in compliance with the requirements set forth under the Act prior to the scheduled start of employment or volunteerism.

The requirements are as follows:

- A. Background checks shall be conducted by a professional background screener. The selected Provider shall obtain and maintain a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry.
- B. A comprehensive report and analysis shall be obtained from no less than two independent databases/sources, on the nationwide criminal history of such child event worker, park vendor, staff member or volunteer. This background information shall be part of the background check report that shall be kept and maintained by the selected Provider and be available to law enforcement personnel upon request.
- C. The selected Provider shall ensure that all its personnel and volunteers have been verified as being United States Citizens or having legal immigrant status prior to and throughout employment.
- D. The selected Provider shall conduct background checks every three years after start of service and shall retain all records demonstrating compliance with the background screening required herein for not less than three years beyond the end of the contract term. Any subsequent arrest of selected Provider's personnel and volunteers shall be reported to the selected Provider within 48 hours of such arrest.

2.6 County Responsibilities

The County will ensure that each group of golfers playing from November 1-April 30 whose tee-time is between course opening to 2:00pm will be accompanied by at least one Forecaddie. Exceptions to this provision may include Crandon Golf Staff, Crandon Golf Volunteers, and designated complimentary and/or promotional rounds.

The County will also provide the selected Provider:

- A. Approximately 132 square feet of office space in "as is" condition at the Cart Barn. The office will include electricity, a computer, a phone and one phone line.
- B. Approximately 450 square feet of space adjacent to the Cart Barn to serve as a break area for the selected Provider's on-duty staff.
- C. Access to the golf course for training of Forecaddies.

2.7 Performance Review

The management and operation of forecaddie services will be evaluated on a monthly basis to ensure performance meets the requirements of the contract as a result of this solicitation. An Annual Performance review will be conducted at the end of each contract year, and the selected Provider, shall provide financial documentation (i.e., balance sheet, profit & loss and tax returns if applicable) for PROS's as part of this review.

2.8 Additional Services

The selected Provider may provide additional services and/or use additional or substitute space as approved by PROS. Additional services must be associated with, and be incidental to Forecaddie Services. Additional services, additional space and substituted space provided, must have prior approval by PROS. Such services, additional space and substituted space may be modified only by written request of the selected Provider to PROS's, and upon approval by the PROS's Director. Pricing for the additional services will be negotiated with the selected Provider during the approval request. Such approval shall be in writing at least 30 days prior to implementation of the modification. The following are examples of additional services which may be provided by the selected Provider:

- 1) Club cleaning
- 2) Cart cleaning
- 3) Cart staging
- 4) Bag drop monitoring
- 5) Divot repair
- 6) Ball mark repair
- 7) Regular caddie services including carrying one or two sets of clubs.

2.9 Compensation

The County will pay the selected Provider a Management Fee for the administration and oversight of the Forecaddie Services requested in the Scope of Services, Section 2.0. Additionally, the County will compensate the selected Provider for each use of a Forecaddie, commencing 30 days from the effective date of the contract. The selected Provider shall invoice the County at the end of the month for which the compensation is due. Prior written approval for any cost not considered a standard service or a part of the management fees associated with the administration and oversight of these services, must be approved by the County's Project Manager.

The selected Provider shall state the monthly Management Fee for the administration and oversight of the Forecaddie Services as well as the rate for the use of a Forecaddie on Form B-1, Price Proposal Schedule.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by a Review Team which will evaluate and rank proposals on criteria listed below. The Review Team will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Review Team is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Review Team member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's relevant experience, qualifications, and past performance in providing forecaddie services	30
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20
3. Proposer's approach to providing the services requested in this Solicitation	30
 <u>Price Criteria</u>	
4. Proposer's proposed price and financial capability	20

4.3 Oral Presentations

Upon completion of the criteria evaluation indicated above, rating and ranking, the Review Team may choose to conduct an oral presentation with the Proposer(s) which the Review Team deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Review Team will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Price Evaluation

After the evaluation of the technical proposal, in light of the oral presentation(s) if necessary, the County will evaluate the price proposals of those Proposers remaining in consideration.

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.5 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://new.miamidade.gov/business/business-development.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

4.6 Local Certified Service-Disabled Veteran's Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses (see **Form A-4**). If, following the completion of final rankings by the Evaluation/Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Review Team will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. In his sole discretion, the County Mayor or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

4.9 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the website at http://www.miamidade.gov/DPM/vendor_registration.asp or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Inspector General Reviews

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

d) User Access Program

Pursuant to Section 2-8.10 of the Miami-Dade County Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

Form of Agreement
Proposal Submission Package
Crandon Park Master Plan (Attachment A)