



Carlos Alvarez, Mayor

Procurement Management
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miamidade.gov

ADDENDUM NO.: 1

January 14, 2010

TO: All Prospective Bidders

SUBJECT: Bid No.: 9239-0/15, Recreation Programs, Classes, and Activities

BID OPENING: Wednesday, January 20, 2010 2:00 PM

This Addendum is and does become a part of the above mentioned bid solicitation.

The bid opening has been postponed to Wednesday, February 3, 2010 2:00 PM.

ALL OTHER INFORMATION REMAINS THE SAME

Herman Ramsey
Herman Ramsey,
Senior Procurement Contracting Agent
Department of Procurement Management

Cc: File
Clerk of the Board





BID NO.: 9239-0/15

**OPENING: 2:00 P.M.
WEDNESDAY
January 20, 2010**

**MIAMI-DADE COUNTY, FLORIDA
I N V I T A T I O N
T O B I D**

TITLE:

RECREATION PROGRAMS, CLASSES, AND ACTIVITIES

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND:	NA
CATALOGUE AND LISTS:	NA
CERTIFICATE OF COMPETENCY:	NA
EQUIPMENT LIST:	NA
EXPEDITED PURCHASING PROGRAM (EPP)	NA
INDEMNIFICATION/INSURANCE:	See Section 2 Para 2.11
LIVING WAGE:	NA
PRE-BID CONFERENCE/WALK-THRU:	NA
SMALL BUSINESS ENTERPRISE MEASURE:	NA
SAMPLES/INFORMATION SHEETS:	NA
SECTION 3 – MDHA:	NA
SITE VISIT/AFFIDAVIT:	NA
USER ACCESS PROGRAM:	See Section 2 Para 2.21
WRITTEN WARRANTY:	NA

FOR INFORMATION CONTACT:

Herman Ramsey at hramsey@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

Complete and Return All Affidavits with Bid Submittal Form

**MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
PURCHASING DIVISION**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 23 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 23 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER
YOUR BID NON-RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 9239-0/15

Title: Recreation Programs, Classes, and Activities

Sr. Procurement Contracting Agent: Herman Ramsey

Bids will be accepted until 2:00 p.m. on January 20, 2010

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable. The Bidder may, at Bidder's option, also provide the Excel file containing the information on the Vendor Pricing document on CD or Diskette. The file to be provided is to be downloaded at [HTTP://SERVICES.MIAMIDADE.GOV/DPM/SOLICITATIONLIST.ASPX](http://services.miamidade.gov/dpm/solicitationlist.aspx). Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION**

SECTION 1
GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. **PUBLIC ENTITY CRIMES**
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

SECTION 1
GENERAL TERMS AND CONDITIONS

Pursuant to Section 287.133(2)(a) of the 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 Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidadecounty.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an

authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

SECTION 1
GENERAL TERMS AND CONDITIONS

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2011. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder 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 Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the

SECTION 1
GENERAL TERMS AND CONDITIONS

Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.

- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County workdays after the filing of a written intent to protest.

- D. For award recommendations greater than \$250,000 the following shall apply:
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:
Each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Bid Solicitation.

1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and/or services offered.

1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful

Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder 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 County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County: stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County

SECTION 1
GENERAL TERMS AND CONDITIONS

ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly know as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy,

security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT.

1.31 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 dependant 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 Manager 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 foreseeable will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

**SECTION 2 SPECIAL CONDITIONS
RECREATION PROGRAMS, CLASSES, AND ACTIVITIES**

2.1 PURPOSE: TO PRE-QUALIFY VENDORS

The purpose of this solicitation is to expand program opportunity through pre-qualified vendors. These vendors will offer participants recreation programs classes or activities such as: Judo, Karate, Tai Chi, Dance, Aerobics, Fitness Activities, Yoga, Music, Drama, Ceramics, Photography, Cooking, Floral Arrangements, Computer Skills, and other as may be proposed. This initial solicitation provides for the submission of documents and forms intended to verify that the vendor meets or exceeds the minimum criteria set forth elsewhere in this solicitation. All vendors which meet or exceed the criteria established in this solicitation shall be placed on a Pre-Qualification List that may be accessed by County departments in order to obtain price quotations for the provision of recreation programs, classes, and activities for the County.

2.2 SMALL BUSINESS CONTRACT MEASURES TO BE DETERMINED

2.3 PRE-BID CONFERENCE INTENTIONALLY OMITTED

2.4 TERM OF CONTRACT: FIXED PERIOD

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for (60) sixty months and upon completion of the expressed and/or implied warranty periods. This contract will expire on the last day of the sixty (60) month period. Spot market quotes will be solicited on an as needed when an event needed basis, during the sixty (60) month period. It shall be the sole prerogative of Miami-Dade County to review the initial sixty (60) months on an annual basis.

2.5 OPTION TO RENEW INTENTIONALLY OMITTED

2.6 METHOD OF AWARD TO PRE-QUALIFIED BIDDERS WHO WILL BE INVITED TO PARTICIPATE IN SPOT MARKET PURCHASES

Award of this contract will be made to all those responsive, responsible bidders who meet the qualifications as stated herein and who meet or exceed the minimum criteria as established below:

**SECTION 2 SPECIAL CONDITIONS
RECREATION PROGRAMS, CLASSES, AND ACTIVITIES**

Bidders Certifications:

- A. Bidder shall be regularly engaged in the business of providing recreation programs, classes, and activities programming and must have experience in a minimum of one type of recreational and educational program indentified in Section 3, Paragraph 3.1. Bidder must provide three (3) signed letters of reference with the bid submittal form or as requested by the County. The reference letters must be from clients that have received, from the bidder, similar services as described in this solicitation. The information provided will ascertain that the bidder has met the minimum qualification and has sufficient experience and expertise in the required services.

This letter shall be in the following format:

- 1) State the recreational program, class or activity that the bidder provided. Provide a brief description of the bidder's performance on providing the service.
 - 2) Number of continuous months the program lasted with the bidder.
 - 3) Contact person name, phone number, address, and a time of the day to be contacted.
 - 4) Signed signature block.
- B. Bidder must possess a Local Business Tax Receipt (Occupational License) dated prior to be bid opening.
- C. Bidder Program Provider (if different then bidder) must provide proof of ability to legally work in the United States. Proof may be in the form of a voter's registration, immigration card or other verifiable document.
- D. Bidder must have a working telephone, separate facsimile line or electronic mail address to expedite quotes.

It shall be the sole prerogative of the County as to the number of vendors who will be initially included under this contract. During the term of this contract, the County reserves the right to add pre-qualified vendors or delete vendors and/or recreation programs, classes or activities as it deems necessary in its best interest. If the County elects to add vendors, they must meet the same minimum qualifications established for the original competition.

2.6.1 Quotation Procedures:

The County will solicit spot market quotations from pre-qualified vendors, on an as needed when needed basis. The award of the contract shall be made to a single bidder on an item-by-item basis.

Where it is determined that there is a tie between two or more bidders for the award of an quote, a determination of highest revenue returned to the County will be made in accordance with County Ordinances and Policies, Section 2-8.5 Procedure to provide preference to local business in County contracts.

**SECTION 2 SPECIAL CONDITIONS
RECREATION PROGRAMS, CLASSES, AND ACTIVITIES**

All prequalified bidders will be contacted based on the recreation programs, classes, and activities event indicated in their bid submittal form. Each quotation request will include the following: site name and address, site dimensions, type of event, date event starts, quotation submittal due date and any other special instruction, department contact person name, telephone and fax number, contact person e-mail address and a space for bidders' revenue percentage taken. The award will be made to the vendor who offers the highest revenue per participant based on the percentage offered to the County and the fee charged to the participant. All quotation will be sent to the pre-qualified vendors via electronic mail or facsimile (fax). Approved pre-qualified vendors are not allowed to provide quotations over the telephone.

There may be times when the user department will need to send quotes for the same event at different site locations. In these cases, the prequalified bidders may quote on all locations. The award will be made to the vendor who offers the highest revenue per participant based on the percentage offered to the County and the fee charged to the participant on an item-by-item basis. When a bidder does not have the staff to support multi site events, the County reserves the right to award the event to the bidder who offers the highest revenue returned to the County who has the staff necessary to support the event.

2.6.2 Site Visit:

The user department shall give all bidders solicited for quotes the opportunity to visit the site where the event is to be held in order to provide an accurate price.

2.6.3 Insurance Requirements

Miami-Dade County Park and Recreation Department is responsible for requesting insurance requirements (See Section 2, Paragraph 2.11) from selected vendors; and submitting documents to Risk Management for review and approval. No event shall commence without written approval from Risk Management.

2.6.4 Reports

The user department shall electronically submit a report within 30 days after completion of each class, activity, and/or annually reoccurring classes. The user department shall submit the report to Department of Procurement Management, Purchasing Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128. The report should be in the form of a spreadsheet providing the following information:

**SECTION 2 SPECIAL CONDITIONS
RECREATION PROGRAMS, CLASSES, AND ACTIVITIES**

- 1) Date of the report
- 2) Contract number
- 3) Date event started
- 4) Date event ended
- 5) List the event
- 6) Address where the event was held
- 7) Event quote total amount before percentage was taken
- 8) Selected vendor percentage stated on the quote form
- 9) Vendor percentage revenue taken
- 10) Total revenue released by the County after vendor percentage was taken
- 11) List of participants for the event
- 12) Department Director signed signature block

2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

The participant fee and percentage to be quoted by the bidders shall be in accordance with the provisions established in this solicitation. The percentage fee and percentage for recreation programs, classes or activities shall remain firm and fixed until the completion of the event.

The participant fee and percentage quoted shall be inclusive of all costs involved in providing the specified events. *Additional charges of any kind added to the invoice submitted by the contractor will be disallowed.*

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT INTENTIONALLY OMITTED

2.9 EQUAL PRODUCT INTENTIONALLY OMITTED

2.10 LIQUIDATED DAMAGES INTENTIONALLY OMITTED

2.11 INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT

The Park and Recreation Department shall specify the type of insurance required for each event at the time that quotes are issued. Vendors will be responsible for submitting proof of insurance at the time quotes are issued.

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County 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 Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and

**SECTION 2 SPECIAL CONDITIONS
RECREATION PROGRAMS, CLASSES, AND ACTIVITIES**

defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**SECTION 2 SPECIAL CONDITIONS
RECREATION PROGRAMS, CLASSES, AND ACTIVITIES**

NOTE: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 1300
MIAMI, FL 33128**

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

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the vendor fails to submit the required insurance documents in the manner prescribed in this solicitation within twenty (20) calendar days after Board of Commission approval, the vendor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the vendor may be prohibited from submitting future Proposal to the County in accordance with Section 1, paragraph 1.23 of the General Terms and Conditions.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1, paragraph 1.22 of this solicitation.

2.12 BID GUARANTY INTENTIONALLY OMITTED

2.13 PERFORMANCE BOND INTENTIONALLY OMITTED

2.14 CERTIFICATIONS INTENTIONALLY OMITTED

**SECTION 2 SPECIAL CONDITIONS
RECREATION PROGRAMS, CLASSES, AND ACTIVITIES**

2.15 METHOD OF PAYMENT: PERIODIC PAYMENTS FOR SERVICE RENDERED

The County shall provide periodic payments for services rendered by the vendor. In order for the County to provide payment, the vendor shall submit an invoice that provides the basic information set forth below. The invoice shall be submitted to the County department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number

- Vendor's Federal Identification Number on file with Miami-Dade County

II. Services Provided per Contract:

- Description (Facility, Service type, beginning/ending dates)
- Quantity (number of participants)

III. Failure to Comply:

Failure to submit invoices in the prescribed manner will delay payment.

2.16 SHIPPING TERMS INTENTIONALLY OMITTED

2.17 DELIVERY REQUIREMENTS INTENTIONALLY OMITTED

2.18 BACK ORDER ALLOWANCE INTENTIONALLY OMITTED

2.19 WARRANTY REQUIREMENTS INTENTIONALLY OMITTED

2.20 CONTACT PERSONS:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Herman Ramsey, at email – hramsey@miamidade.gov.

2.21 UAP INTENTIONALLY OMITTED

**SECTION 2 SPECIAL CONDITIONS
RECREATION PROGRAMS, CLASSES, AND ACTIVITIES**

2.22 ADDITIONAL FACILITIES MAY BE ADDED

Although this solicitation and resultant contract identifies specific facilities that may be available for recreation programs, classes, and activities to be held; it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, pre-qualified pool of vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional programs, classes, and activities will be awarded to the vendor who offers the highest revenue per participant based on the percentage offered to the County and the fee charged to the participant.

2.23 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract will follow quotation procedures to purchase services specified herein from the pre-qualified pool of vendor(s).

**SECTION 3 TECHNICAL SPECIFICATION
RECREATION, PROGRAMS, CLASSES, AND ACTIVITIES**

3.1 SCOPE OF SERVICES

Miami-Dade County Park and Recreation Department intends to pre-qualify bidders to participate in spot market purchases to provide recreation programs, classes and activities to participants. These events shall include but are not limited to Judo, Karate, Tai Chi, Dance, Aerobics, Fitness Activities, Yoga, Music, Drama, Ceramics, Photography, Cooking, Floral Arrangements and Computer Skills and others as may be proposed.

The Miami-Dade Park and Recreation Department owns and operates various community park facilities located throughout Miami-Dade County with small or medium recreation centers and/or buildings that are being made available to program providers for general recreation/education, youth programs and adult and senior citizen programs. This Programming for the Recreation Centers will be the responsibility of the selected vendor(s) during the currently scheduled days and hours of operation.

The selected vendor(s) will be expected to utilize the park facilities and provide services in a manner normally associated with general recreation/education adult and senior programs in compliance with Miami-Dade County Park and Recreation Department rules, regulations and policies or applicable State or National rules and in compliance with Article 7 of the County Charter (Copy available upon request). The selected vendor(s) will be expected to utilize the facilities for general recreation/education, youth programs and adult and senior programs that will be open to the general public during designated hours; and to promote the programs activities. General recreation/education programs may be targeted toward all ages.

The Miami-Dade Park and Recreation Department will collect all program revenues through Recreation Management System (RMS) software and the quoted percentage shall be paid to the selected vendor.

The Department reserves the rights to any concession services at the facility. Further, the Department reserves the right to schedule special events that may preclude the selected vendor from operating in the facilities or portion thereof. The Department will notify the selected vendor in a written form of these special events, no later than two (2) weeks prior to the special event.

3.2 SELECTED VENDORS REQUIREMENTS

Related to Recreation/Educational, activities, the Selected Vendors shall:

1. Furnish prompt and efficient service, adequate to meet all reasonable demands, including maintaining the minimum schedule and hours of operation for programming, subject to the approval of the Department
2. Provide an operation that will be safe, customer-oriented with prompt service, complaint resolution, effective volunteer and coaching performance and training and timely initiation and completion of all work.

**SECTION 3 TECHNICAL SPECIFICATION
RECREATION, PROGRAMS, CLASSES, AND ACTIVITIES**

3. Ensure that Program providers/Vendors have, prior to working on Park property, had a criminal background check, have been screened through the Florida Department of Law Enforcement Sexual Predator/Offender database and have been verified as being United States Citizens or having legal immigrant status meeting all the requirements per the Miami-Dade County Ordinance 08-07 (Copy available upon request).
4. The care of facilities during scheduled events is the responsibility of the selected vendor. Any damaged to County property and facilities are borne by the selected vendor.
5. Provide all materials, equipment and supplies necessary to provide programming under the terms of the Agreement.
6. All Program providers shall wear picture identification at all times while on County property and at all times when in direct contact with program participants. The cost shall be borne by the vendor.
7. The nature, size, shape and installation of Vendor signs within the Programmer Facility or in, on or adjacent to the Facility must be approved in writing by the County and such approval shall be granted or denied in the sole and absolute discretion of the Department and said signage must conform to Article 7 of the Miami-Dade Home Rule Charter. Any requests for changes must be made in writing to the Contract Manager and approved prior to installation. All signs shall be removed by the Vendor at termination of this Agreement and any damage or unsightly condition caused to the premises of or due to said signs shall be satisfactorily corrected or repaired by vendor.

3.3 RECREATIONAL AND EDUCATIONAL PROGRAM GOALS/OBJECTIVES

Recreation and Educational programs may serve all ages and typically take place from 10:00 am to 2:00 pm or from 6:00 pm to 10:00 pm (other times may be included). A specific schedule for the particular activity will be determined at the time of quote. Programs, classes, activities and services may include but not limited to: Educational and participatory classes such as: Judo, Karate, Tai Chi, Dance, Aerobics, Fitness Activities, Yoga, Music, Drama, Ceramics, Photography, Cooking, Floral Arrangements and Computer Skills for example.

Programs shall be designed to meet the needs of the diverse community and those outcomes are highlighted below:

3.3.1 Outcomes

- Provide opportunities to improve health, wellness and fitness
- Create an atmosphere that reduces stress
- Provide opportunities to be successful; a sense of accomplishment
- Provide programs that promote social interaction
- Create situations that deliver satisfaction; improve one's feeling of worth
- Provide opportunities for self-exploration

**SECTION 3 TECHNICAL SPECIFICATION
RECREATION, PROGRAMS, CLASSES, AND ACTIVITIES**

- Promote ethnic and cultural understanding
- Provide opportunities to engage our unique environment through exploration and education; engagement that fosters stewardship
- Create opportunities that promotes volunteerism

3.3.2 Older Adult Outcomes (Senior Citizen)

- Provide opportunities to enhance and/or improve health and wellbeing
- Foster an atmosphere that helps to reduce stress, loneliness and isolation
- Provide programs and services that promote social interaction
- Provide opportunities to be successful and improve self-esteem
- Create opportunities that enhance life satisfaction
- Build confidence in ones abilities; promote independence; reduce dependence
- Promote ethic and cultural understanding
- Improve one’s feeling of self-worth through volunteerism
- Provide opportunities to engage our unique environment through exploration and education
- Engagement that fosters volunteerism and stewardship

3.3.3 Family Services and Community Outcomes

- Promote opportunities to connect families
- Provide alternatives to less productive activities
- Create a sense of place; of neighborhood; of community
- Promote ethnic and cultural understanding and harmony
- Provide opportunities that promotes community interaction and pride

3.4 PROGRAM EVALUATIONS

The Selected Vendor will be subject to an ongoing evaluation program to insure compliance with the intent of this Agreement throughout the entire contract term. The types of evaluations are listed below:

- Patron satisfactory survey report
- Evaluation conducted by Parks Management
- Non-Performance – throughout the agreement

At each step, the selected vendor(s) will have 14 business days to respond in writing to the request for improvement. A copy of the evaluation form that will be used for this purpose is available upon request.

**SECTION 3 TECHNICAL SPECIFICATION
RECREATION, PROGRAMS, CLASSES, AND ACTIVITIES**

3.5 PROGRAM REQUIREMENTS

The Selected vendor(s) are expected to provide the public with general recreation/education activities. The programming activities are in keeping with the Department's desired Recreational and Educational Outcomes and benefits based program model for County Park and Recreation Facilities located throughout the county. These Recreational and Educational Outcomes will be based on the following programmatic appropriate measures, which will be derived from community input, surveys and comprehensive programming plans:

3.5.1 General Programmatic Objectives

- Community demand/need for activities/programs/services
- Documented deficiencies for activities/programs/services
- Desired benefit of activities/programs/services
- Facilities to support specific activities/programs/services
- County Park and Recreation facilities classification and capacity
- Population/Demographics to be served
- Scheduling availability

3.5.2 Environmental Education

- Promote opportunities to engage our unique environment through exploration and education; engagement that fosters stewardship; promotes volunteerism

3.5.3 Art/ Culture/ Heritage Education

- Encourage creativity
- Provide opportunities to learn about the culture and heritage of our community

**SECTION 3 TECHNICAL SPECIFICATION
RECREATION, PROGRAMS, CLASSES, AND ACTIVITIES**

3.6 PARKS FACILITIES LOCATIONS

Park	Address	Phone Number (305)
192 St. Beach Park	NE 192 ST and Collins AVE	
27th. AVE Teen Center (Boxing)	6940 NW 27 AVE/33147	835-7816
87th Ave. Bikeway		233-3150
A. D. "Doug" Barnes Interpretive Office	3401 SW 72 AVE/33155 (Sense of Wonder Nature Center)	662-4124 Fax 668-7404
A. D. "Doug" Barnes Pool	3401 SW 72 Ave/33155	665-1626
Learn To Swim, Public Swim, Special Needs		Fax 665-1627
Open Year Round		
A. D. "Doug" Barnes Park	3401 SW 72 Ave/33155	666-5883
		Fax 661-0972
Acadia Park Unmanned (Dog friendly)	NW 195 DR and 52 AVE/33169	622-2594
African Heritage Cultural Arts Center and Gallery	2166 NW 62 ST/33142	638-6771 Fax 638-6783
Aileen Sub Mult	SW 38 Ln - 40 St. & 148 Pl. 149 Ave.	386-5239
Alexandria Estates	SW 88 Pl to 87 Ave.- SW 204 St. to 202 St.	386-5239
Allison Estates	SW 176 ST-80 CT. - SW 177 TER.- 141 CT.	386-5239
Alonzo Kelly Park	1455 NW 67 ST/33147	694-4889
Amelia Earhart Park (Dog Park) (Bark Park/Skate Park/Bike Trails)	401 EAST 65 ST / 33014	953-6024
		685-8389
		385-6216
		Fax 685-7245
Andover Park		
Arch Creek Park	1855 NE 135 ST/33181	944-6111
Arcola Park	1680 NW 87 ST/33147	835-7987
		Fax 835-2361
Arcola Lakes Park	1301 NW 83 ST/33147	836-5095
Augusta Drive		622-2594
Balani	SW 60 St. 61 Ln. & 159 Ave. - 162 Ave.	386-5239
		Fax 865-4649
Bel Aire Park	SW 184 ST and 97 AVE/	
Benito Juarez Park(Plaza Licenciado)	19825 SW 376 ST/33034	305-233-3150
Bent Tree Park	13850 SW 47 St./33175	207-1730
Bill Sadowski Park and Nature Center	17555 SW 79 AVE/33157	(305) 242-7688
		Fax 971-8834
Bird Lakes Park	14365 SW 48 Lane/33175	207-1644
Black Point Marina	24775 SW 87 AVE/33032	258-4092
		Fax 258-2299
Brentwood Park	18800 NW 28 PL/33192	

**SECTION 3 TECHNICAL SPECIFICATION
RECREATION, PROGRAMS, CLASSES, AND ACTIVITIES**

Park	Address	Phone Number
		(305)
Briar Bay Golf Course	9399 SW 134 ST/33176	235-6754/Office
		235-6667 ProShop
		Fax 971-8828
Buccaneer Park	3100 NW 207 ST/33169	
Bunche Park	15600 BUNCHE PARK DR WEST/33054	
Camp Greynolds	18601 NE 22nd AVE/33160	(305) 945-3425
Camp Matecumbe (Formerly Boystown)	13841 SW 120 St./ 33186	386-0227
Camp Owaissa Bauer Park and Pool	17001 SW 264 ST/ 33031	247-6016
Camp Redlands	15431 SW 256 St./33031	247-6016
Candlewood Lake	SW 34 St and 123 Ct.	386-5239
Carol City Complex	3201 NW 185 ST/33169	
(Also Referenced/Miami Carol City Complex)		
Carol City Y.E.S. Center Park	NW 199 ST. and 32 AVE	
Carol Park	4250 NW 178 ST/33169	
Castellow Hammock	22301 SW 162 AVE/33031	242-7688
		Fax 242-7690
Chadustry Estates	SW 255 St. - 258 St. & 138 Ave. 139 Ave.	386-5239
Christopher Garden	SW 282 St. - 284 ST & SW 132 Ave.- 134 Ct.	386-5239
Chapman Field Park/Trailer	13601 OLD CUTLER RD/33156	665-3837
		Fax 665-3837
Chateau Royal Estates	SW 134 PL to 133 Ave. SW 282 St. to 280 St.	386-5239
Cherry Grove Park	9101 SW 97 AVE/33176	666-5883
Chuck Pezoldt Park Unmanned/Undeveloped	SW 168 ST and 157 AVE/33187	232-1049
Cinco De Mayo Park (Everglades Comm. Association)	19351 SW 384 ST/33034	242-7930
		Fax 242-7932
Cloverleaf Park	303 NW 191 ST/33169	
Colonial Drive Park	10750 SW 156 TER/33157	233-3045
Continental Park	10000 SW 82 AVE/33156	274-9666
		Fax 270-5350
Coral Estates Park	1411 SW 97 Ave./33174 Leisure Access Services	786-315-5295
		222-2171
		Fax 207-2507
Country Village Park	6550 NW 188 TER/33014	622-2594
Crandon Park Office	4000 CRANDON BLVD/33149	361-5421
		361-5484
		Fax 365-3002
Deering Estates @ Cutler	16701 SW 72 AVE/33157	235-1668
		Fax 254-5866
		x 227
		x 250
		Natural Resource Management
		Events Office
		x 228
		x 236

**SECTION 3 TECHNICAL SPECIFICATION
RECREATION, PROGRAMS, CLASSES, AND ACTIVITIES**

Park	Address	Phone Number (305)
Devon Aire Park	10411 SW 122 AVE/33186	270-4951 / 386-0227
		Fax 270-4951
Doral Meadow Park Unmanned/Undeveloped	NW 59 ST and 116 AVE/33178	
Doral Park Unmanned/Undeveloped	NW 53 ST and 102 AVE/33178	
Dr. Martin Luther King Mem. Park	6000 NW 32 CT/33142	633-2044
(Also Referenced/ Martin Luther King Park)		Fax 638-5769
Eureka Park	18320 S.W 119 AVE/33177	235-2151
Eureka Villas Park	14301 SW 180 ST/33177	254-5856
Flamingo Homes	SW 276 St. and SW 154 Ave.	386-5239
Forest Lakes Park	16351 SW 99 St./33196	386-0227
Francisco Human Rights Park (Formerly West	9445 Coral Way/33165	223-8769
Fruit and Spice Park	24801 SW 187 AVE/33031	247-5727
(Bird and Heinlein Fruit and Spice Park)		Fax 245-3369
Goulds Hammocks	SW 224 St. - 225 St. & SW 109 AVE. 111 CT.	386-5239
Goulds Park	21805 SW 114 Ave./33170	255-2399
Goulds Pool	21805 SW 114 AVE/33170	233-0537
Learn to Swim Mon.-Fri. 4 - 6 PM		
Public Swim		Fax 255-3661
Mon. - Fri. 4-5 PM and Sat. and Sun 12-5 PM		
(Closed Labor Day)		
Greynolds Park	17530 West Dixie Highway/33160	945-3425
		Fax 945-3428
Gwen Cherry Park	2591 NW 71 ST/33147	694-4889
(Cross-referenced - NFL YET Center)		Fax 694-2743
Hammocks Community Park	9885 HAMMOCKS BLVD33183	380-6917
		Fax 380-6231
HammocksLakes Park Unmanned/Undeveloped	SW 88 St. and 52 AVE	
Haulover Park	10800 Collins AVE/33167	947-3525
		Fax 948-2802
Haulover Park Beach Maintenance	10800 Collins AVE/33167	868-7075
Haulover Park Service Area	10800 Collins AVE/33167	940-8105
Helen Sands Pool	16350 SW 280 ST/33031	248-1386
(Formerly So. Dade Pool)		233-3150
Learn to Swim Mon-Fri 8-12 and 5-8 PM		255-2399
Public Swim		Fax 246-3078
Mon. - Fri. 1-5 PM		
(Closed October)		
Highland Lake	NE 215 ST and NE 23 AVE	386-5239
Highland Oaks Park	20459 NE 24 AVE/33180	932-2164
		Fax 682-1466
Homestar Landings	SW 56 ST and SW 165 AVE.	386-5239
Homestead Air Reserve Park (HARP)	27401 SW 127 Ave./ 33039	233-3150
(Unmanned)	Moody Drive and Florida Ave	Fax 257-1083
Homestead Bayfront Park	9698 SW 328 ST/33030	230-3033
		230-3034
		Fax 230-3032

**SECTION 3 TECHNICAL SPECIFICATION
RECREATION, PROGRAMS, CLASSES, AND ACTIVITIES**

Park	Address	Phone Number (305)
Jefferson Reaves Senior Park	3090 NW 50 ST/33142	635-2081
Kendale Lakes Park	7850 SW 142 AVE/33183	385-4750 Fax 752-4036
Kendall Indian Hammocks Park	11395 SW 79 ST/33173	596-9324 Fax 270-2991
Kendall Soccer Park	8011 SW 127 Avenue/33183	275-1152
Lake Lucerne Park	20701 NW 22 AVE	
Lakes By The Bay Park	SW 216 ST and SW 85 AVE	233-3150
Laroc Estates	SW 50 ST and SW 163 AVE	386-5239
Larry and Penny Thompson Park Lake/ Campground/pool	12451 SW 184 ST/33177	232-1049 Fax 786-293-4529 293-4529
Lauren's Pond	SW 167 157 Ave. to 155 Ave. -SW 179 St. to 183 St.	386-5239
Leisure Lake Park	29305 Illinois Road/33033	248-1527
Lincoln Estates Park	22210 SW 108 Ave./33170	255-2399 Fax 255-3661
Little River Park	10525 NW 24 AVE/33147	694-5121 Fax 255-3661
Losner Park	11851 SW 188 St./33177	255-2399 Fax 255-3661
Martin Luther King Memorial Park (Also Referenced / MLK Park)	6000 NW 32 AVE/33142	633-2044 Fax 638-5769
Marva Y. Bannerman Park	4820 NW 24 AVE/33142	633-4064 Fax 638-6918
Matheson Hammock Park & Marina	9610 Old Cutler Road/33156	665-5475 Fax 669-4008
McMillan Park	6125 SW 133 AVE/33183	382-6407 Fax 380-9237
Metro Zoo	12400 SW 152 ST/33177	251-0403 251-0403 ext.223
Miami Carol City Complex (Also Referenced Carol City Complex)	3201 NW 184 ST/33169	
Miami-Dade County Auditorium (Dade County Auditorium)	2901 West Flagler ST/33125	547-5414x226 Fax 541-7782
Miller Drive Park	5510 SW 94 CT/33165	
RAICES PROGRAM	Raices	271-0812
Miller Lake	SW 54 ST and SW 164 AVE	386-5239
Miller's Pond Park	13350 SW 47 ST/33175	207-1730 Fax 207-1758
Millon Venture Special Tax District	SW 157-159 AVE to SW 148 AVE-138 TER	386-5239
Milton E. Thompson Campground (Temporarily Closed)	16665 NW 177 AVE/33192	622-2594
Myrtle Grove Park	3030 NW 179 ST/33169	

**SECTION 3 TECHNICAL SPECIFICATION
RECREATION, PROGRAMS, CLASSES, AND ACTIVITIES**

Park	Address	Phone Number (305)
Naranja Gardens	SW 262 St. - 264 St. & SW 134 Ave. - 137 Ave.	386-5239
Naranja Park	14150 SW 264 ST/33032	233-3150
		Fax 235-8667
Norman and Jean Reach Park (PSN) (Cross Referenced/Palm Springs North)	7895 NW 176 ST/33015	823-2414
		Fax 557-2170
North Glade Park	17355 NW 52 AVE/33055	621-2461
Norwood Park		
Oak Grove Park	690 NE 159 ST/33162	944-8670
Oaks South Estates	SW 216 ST and SW 132 AVE	386-5239
Ojus Park	18995 W. Dixie Highway/33179	931-5726
Olinda Park	2101 NW 51 ST 33142	633-4066
		Fax 638-6654
Palmetto Golf Course	9300 Coral Reef Drive/33157	235-1069
		Fax 233-7840
Palm Glades Park	22820 SW 112 Ave.	233-3150
Pelican Harbor Marina	1275 NE 79 ST Causeway/33147	754-9330
		Fax 756-4105
Perrine Park	17535 SW 95 AVE/33157	
Pinewoods Park	13181 SW 102 AVE./33176	386-0227
Precious Forest Homes	SW 157 Ave. to 155 Ave. SW 179 to 182 St.	386-5239
Renaissance Estates	SW 65 LN and SW 162 AVE	386-5239
Renaissance Ranches	SW 192 St. - 200 St. & SW 128 Ct. - 132 Ct.	386-5239
Rockway Park	9460 SW 27 DR/33165	223-8769
		Fax 228-3417
Rolling Oaks Park		
Ron Ehmman Park	10995 SW 97 AVE/33176	271-3853
Royal Singapore Lake Park	Bay Hill Drive	622-2594
Ruben Dario Park	9825 West Flagler ST	222-2194
		Fax 480-1726
Sabel Palm Estates	SW 176 ST and SW 134 AVE	386-5239
Scott Park	17710 NW 15 CT/33169/	
Sgt. Joseph Delancy	14450 Boggs Drive/33176	235-4503
Soar Memorial Park	100 NW 83 ST/33150	757-8172
		756-4165
South Dade Park	28151 SW 280 ST/33031	247-9453
		Fax 246-3078
South Kendall Estates	SW216 ST and SW 172 AVE	386-5239
South Miami Heights Park	20800 SW 117 Ave 33177	233-3150
Southern Estates Park Unmanned	12199 SW 34 ST/33175	222-2194
Southridge Park	11250 SW 192 St.	786-293-4549
		Fax 243-4561
Sunkist Park	8401 SW 64 St./33143	666-5883

**SECTION 3 TECHNICAL SPECIFICATION
RECREATION, PROGRAMS, CLASSES, AND ACTIVITIES**

Park	Address	Phone Number (305)
Tamiami Lakes Park	SW 132 AVE and 18 ST/33165	222-2194
Tamiami Park	11201 SW 24 ST/33165	(786) 315-5295
*Ballfields/Tennis Center		223-7072
		Fax 554-1576
The Women's Park	10251 W. Flager ST 33174	480-1717
		Fax 229-2390
Three Lakes Park	13375 SW 136 ST/33186	386-0915/ 386-0227
Trail Glades Range	17601 SW 8 ST/33194	226-1823
	(Oct. 1-April 30/Sat. and Sun. 8-5:30P)	Fax 227-6566
	(May 1-Sept.30 Sat. and Sun. (9-7:30P)	
Tropical Estates Park	10201 SW 48 ST/33165	226-5782/596-9324
Tropical Park /Service Area	7900 SW 40 ST/33155	226-8315 ext 221
		Fax 553-8511
Valencia Grove Estates	SW 200 ST and SW 132 AVE	386-5239
Vista Verde Park		
Walter A. White Park	10804 PERRY DR/ 33176	386-0227
West Little River Park	2326 NW 84 ST	694-5096
		Fax 696-8315
West Perrine Neighborhood Sr. Ctr. (Senior Program)	17801 HOMESTEAD AVE/33157	255-2399
West Perrine Park	10301 SW 170 Terr.	235-2053
		786-293-3298
Westbrook Park	1325 SW 103 PL/ 33174	786-315-5295
Westwind Lakes Park	6805 SW 152 Ave. /33193	388-4771
		Fax 385-4129
Westwood Park	11350 SW 53 TER	786-315-5295
Whispering Pine Hammock Preserve	SW 186 St. and 87 CT/	233-3150
Wild Lime Park	14751 Hammocks Blvd/33196	386-0227
		Fax 386-8497
Women's Park & Gallery	10251 WEST FLAGLER ST/33174	305-480-1717

SECTION 4 BID SUBMITTAL FORM
RECREATION, PROGRAMS, CLASSES, AND ACTIVITIES

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
WEDNESDAY
January 20, 2010



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,
DELIVERED IN MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by:HLR DPM Purchasing Division Date Issued: 01/04/10 This Bid Submittal Consists of Pages 19 through 23+Affidavits

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

RECREATION, PROGRAMS, CLASSES, AND ACTIVITIES

A Bid Deposit in the amount of NA of the total amount of the bid shall accompany all bids
A Performance Bond in the amount of NA of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

DO NOT WRITE IN THIS SPACE

ACCEPTED _____ HIGHER THAN LOW _____

NON-RESPONSIVE _____ NON-RESPONSIBLE _____

DATE B.C.C. _____ NO BID _____

ITEM NOS. ACCEPTED _____

COMMODITY CODE: **952-83, 924-74, 961-68, 962-05, 961-15**

SR. PROCUREMENT AGENT: Herman Ramsey

FIRM NAME: _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS. THE BIDDER MAY, AT BIDDER'S OPTION, ALSO PROVIDE THE EXCEL FILE CONTAINING THE INFORMATION ON THE VENDOR PRICING DOCUMENT ON CD or DISKETTE. THE FILE TO BE PROVIDED IS TO BE DOWNLOADED AT <http://services.miamidade.gov/DPM/SolicitationList.aspx>

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 23 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE
FAILURE TO SIGN PAGE 23 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE

**BID SUBMITTAL FOR:
RECREATION, PROGRAMS, CLASSES, AND ACTIVITIES**

FIRM NAME: _____

VENDORS GENERAL INFORMATION	
Provide name of office staff that is capable of meeting the County's needs from 8:00 AM to 5:00 PM EST, Monday through Friday.	
Contact Person:	_____
Company Name:	_____
Office Address:	_____
City/State/Zip Code:	_____
Telephone No.:	_____
Fax No.:	_____
Emergency Telephone No.:	_____
E-Mail Address:	_____
Miami-Dade County SBE Certification No.:	_____ Expiration Date: _____
This information is the vendor responsibility to keep current. Any changed information should be sent to the appropriate Agent in a signed written form i.e. e-mail or a firm's letterhead.	

Indicate in the space provided below: Events for which your firm has experience in providing. Submit three signed letters of reference from clients that have received the services.

Please indicate Educational And Participatory Events:					
1	Judo:	_____	8	Music:	_____
2	Karate:	_____	9	Drama:	_____
3	Tai Chi:	_____	10	Ceramics:	_____
4	Dances:	_____	11	Photography:	_____
5	Aerobics:	_____	12	Cooking:	_____
6	Fitness Activities:	_____	13	Floral Arrangements:	_____
7	Yoga:	_____	14	Computer Skill:	_____

Additional events can be placed on a separate sheet of paper and submit with Bid Submittal Form.

**BID SUBMITTAL FOR:
RECREATION, PROGRAMS, CLASSES, AND ACTIVITIES**

FIRM NAME: _____

EMPLOYEES INFORMATION	
Provide the names of employees and their home address that have experience in performing the events indicated by your firm.	
Employee Full Name:	_____
Employee Address:	_____
City/State/Zip Code:	_____
Employee Full Name:	_____
Employee Address:	_____
City/State/Zip Code:	_____
Employee Full Name:	_____
Employee Address:	_____
City/State/Zip Code:	_____
Employee Full Name:	_____
Employee Address:	_____
City/State/Zip Code:	_____
Employee Full Name:	_____
Employee Address:	_____
City/State/Zip Code:	_____
The employees name provided, must meet the qualification criteria stipulated in this bid solicitation.	

**SECTION 4
 BID SUBMITTAL FOR:
 RECREATION, PROGRAMS, CLASSES, AND ACTIVITIES
 ACKNOWLEDGEMENT OF ADDENDA**

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

- Addendum #1, Dated _____
- Addendum #2, Dated _____
- Addendum #3, Dated _____
- Addendum #4, Dated _____
- Addendum #5, Dated _____
- Addendum #6, Dated _____
- Addendum #7, Dated _____
- Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____



BID SUBMITTAL FORM

.Bid Title: RECREATION PROGRAMS, CLASSES, AND ACTIVITIES

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?
B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. ___-___-____

Prompt Payment Terms: ___% ___ days net ___ days (Please see paragraph 1.2 H of General Terms and Conditions)

*"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract"

Signature: _____ (Signature of authorized agent)

Print Name: _____

Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



APPENDIX

AFFIDAVITS FORMAL BIDS

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ Title: _____

This forms, or a comparable listing meeting the requirements of Ordinance No. 97-104 **MUST** be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.
This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature

Print Name
(Duplicate if additional space is needed)

Print Title

Date

FORM 100

