

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. N/A

Re-Bid
 Other – Access of Other Entity Contract
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: EPP-RFP-01657
 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Development and Operation of Cowgirl-Cowboy Program at Tropical Park

Description: Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Parks, Recreation and Open Spaces (PROS) Department, is soliciting proposals from experienced and capable Proposers to develop and operate a Cowgirl/Cowboy Program.

Issuing Department: ISD, SPD
 Contact Person: Jason Edelstein
 Phone: 305.375.4211

Estimate Cost:
 GENERAL
 FEDERAL
 OTHER Revenue Gen

Funding Source:

ANALYSIS

Commodity Codes:	805-44	944-19	961-68	962-08	
Contract/Project History of previous purchases three (3) years Check here <input checked="" type="checkbox"/> if this is a new contract/purchase with no previous history.					
	EXISTING	2ND YEAR	3RD YEAR		
Contractor:	N/A	N/A	N/A		
Small Business Enterprise:	N/A	N/A	N/A		
Contract Value:	Revenue Generating				
Comments:					

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				

Basis of Recommendation:

Signed: Jason Edelstein	Date sent to SBD: 10/1/2020
	Date returned to SPD:

This document is a draft of a planned solicitation and is subject to change without notice.



REQUEST FOR PROPOSALS (RFP) No. **EPP-RFP-01657**
FOR
DEVELOPMENT AND OPERATION OF COWGIRL/COWBOY PROGRAM AT TROPICAL PARK

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Strategic Procurement Division
for
The Parks, Recreation, and Open Spaces Department

MIAMI-COUNTY CONTACT FOR THIS SOLICITATION:

Jason B. Edelstein, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-4211
E-mail: @miamidade.gov

**IT IS THE POLICY OF MIAMI-DADE COUNTY (COUNTY) THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION.
(SEE IMPLEMENTING ORDER 7-7)**

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (see addendum section of BidSync Site). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS**1.1 Introduction**

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Parks, Recreation and Open Spaces (PROS) Department, is soliciting proposals from experienced and capable Proposers to develop and operate a Cowgirl/Cowboy Program with horseback riding lessons and related services at the Ronald Reagan Equestrian Center in Tropical Park.

The County anticipates awarding a Contract for a five (5) year period, with two (2) one-year options to renew.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued: **TBD**
Preproposal Conference: **TBD** at the Ronald Reagan Equestrian Center in Tropical Park

Should you need an ADA accommodation to participate in Pre-Proposal Conference (i.e., materials in alternate format, sign language interpreter, etc.), please contact the Internal Services Department's ADA Office five days prior to scheduled conference to initiate your request. The ADA Office may be reached by phone at (305) 665-5319 or via email at: or Gisel.Prado@miamidadegov. TTY users may reach the ADA Office by calling the Florida Relay Service at 711.

Deadline for Receipt of Questions: **TBD**
Proposal Due Date: **TBD**
Evaluation Process: **TBD**
Projected Award Date: **TBD**

1.2 Definitions

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

- a) The words "**Agreement**" or "**Contract**" to mean collectively terms and conditions, the Scope of Services (Section 2.0), all other appendices and attachments hereto, all amendments issued hereto, EPP-RFP No. 01312 and all associated addenda, and the Contractor's Proposal.
- b) The words "**Contract Effective Date**" to mean the date listed on the Recitals Page of the Agreement. The Agreement will become effective on this date.
- c) The words "**Contract Manager**" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "**Contractor**" to mean the proposer who is awarded this Contract.
- e) The word "**Days**" to mean calendar days.
- f) The word "**Deliverables**" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of the Agreement.
- i) The words "**directed**", "**required**", "**permitted**", "**ordered**", "**designated**", "**selected**", "**prescribed**" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- j) The words "**Extra Work**" or "**Additional Services**" to mean additions or deletions or modifications to the amount, type or value of the Services as required in this Agreement, as directed and/or approved by the County.

- k) The words “**Gross Revenue(s)**” to mean all revenues generated by the Contractor and authorized third-party entities arising out of or relating to the provision of all activities or items for which a price, charge, trade/barter or fee is imposed, as well as all revenues or other consideration charged for or received by the Contractor, as herein defined, for all services rendered, all sales made, and all transactions engaged in under the authority of the Agreement from any source whatsoever and whether such activities were on the Site or off-Site. Gross Revenues further includes, but is not limited to, those revenues received from the rights paid to Contractor for the use or licensing of all media, the sales of all media, from ticket sales, from sponsorship sales, tournament parking, concession revenues, retail revenues, advertising space and/or services, hospitality sales, merchandise (including without limitation retail, wholesale, direct response, mail order, internet or otherwise). All third-party contracts shall be in writing and on market terms. If such conditions are not on market terms and/or have resulted in a direct or indirect tangible economic benefit to Contractor, then the actual market value of the economic benefit provided shall be included in Gross Revenue. The only revenues and other considerations which may be excluded from Gross Revenues are taxes imposed by law and paid by a customer and directly payable by Contractor to a taxing authority, credit card processing fees, and pass-through or reimbursable expenses paid by third parties through the Contractor to another third-party.
- l) The words “**Hours of Operation**” to mean the regularly scheduled times that the Contractor will be at the Ronald Reagan Equestrian Center in Tropical Park performing the Services described in this Agreement.
- m) The word “**New Normal**” to mean guidelines set forth by Miami-Dade County to allow for safe business operations as a response to the COVID-19 pandemic.
- n) The words “**Patron(s)**” to mean visitors to the Ronald Reagan Equestrian Center in Tropical Park who will receive services from the Contractor.
- o) The words “**Project Manager**” to mean the Miami-Dade County Parks, Recreation, and Open Spaces Department Director, or the duly authorized representative designated to manage the Project.
- p) The word “**PROS**” to mean the Miami Dade County Parks, Recreation, and Open Spaces Department.
- q) The words “**Review Team**” or “**Review Team Members**” to mean appropriate County personnel and member of the community, as deemed necessary, with the appropriate experience and/or knowledge to accurately evaluate the proposals.
- r) The acronym “**RREC**” to mean the Ronald Reagan Equestrian Center, where the Contractor will provide Services.
- s) The words “**Scope of Services**” to mean the Services to be performed by the Contractor, detailed in Section 2.0, Scope of Services.
- t) The words “**Subcontractor**” or “**Sub-consultant**” to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Services, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- u) The words “**Work**”, “**Services**”, “**Program**”, or “**Project**” to mean all matters and things required to be done by the Contractor in accordance with the provisions of the Agreement.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all proposals; accept parts of any and all proposals; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the proposals received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any Proposer regarding Proposer's responsibility after the submission deadline as the County deems necessary.

The Proposer's proposal will be considered a good faith commitment by the Proposer to negotiate a contract with the County, in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposer proposal shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date and time, or upon the expiration of 180 calendar days after the opening of proposals.

As further detailed in the Proposal Submittal Form, Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible.

To request a copy of any code section, resolution and/or administrative/implementing order cited in this Solicitation, contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

1.4 **Preproposal Conference**

It is highly recommended that proposers attend the pre-proposal conference to become familiar with any conditions which may, in any manner affect the work to be done or affect the equipment, materials, and labor required prior to submitting a proposal; including, but not limited to, understanding the characteristics of Tropical Park and the RREC. No additional allowances will be made because of lack of knowledge of these conditions. The pre-proposal conference has been scheduled as follows:

Pre-Proposal Conference date will be listed in BidSync. The meeting point will be the Ronald Reagan Equestrian Center at Tropical Park.

Proposers shall arrive promptly as the meeting will start on time. Proposers are requested to bring a copy of the solicitation to the pre-proposal conference, as additional copies will not be available. This meeting is exempt from the Cone of Silence, allowing for any questions to be addressed with representatives from Miami-Dade County. This is a public meeting and multiple members of individual community councils may be present. The County is not responsible for any costs incurred by potential proposers to attend the pre-proposal conference.

1.5 **Aspirational Policy Regarding Diversity**

Pursuant to Resolution No. R-1106-15, Miami-Dade County vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally-based small firms and employees from the communities where work is being performed in their performance of work for the County. This policy shall not be a condition of contracting with the County, nor will it be a factor in the evaluation of solicitations unless permitted by law.

1.6 **Cone of Silence**

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

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

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Outreach and Support Services Section, the responsible Procurement Contracting Officer (designated as the County's contact on the face of the Solicitation), provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document;
- oral communications at pre-proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

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

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.7 **Communication with Competitive Review Team Members**

Proposers are hereby notified that direct communication, written or otherwise, with Review Team members Committee, **are expressly prohibited**. Any oral communications with Competitive Selection Committee members other than as provided in Section 2-11.1 of the Code of Miami-Dade County are prohibited.

1.8 **Public Entity Crimes**

Pursuant to Paragraph 2(a) of Section 287.133 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 proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.9 **Lobbyist Contingency Fees**

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

1.10 **Collusion**

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership

in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.11 Expedited Purchasing Program

Pursuant to Section 2-8.1.6 of the Code of Miami-Dade County, the County created the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, prospective Proposers should anticipate a shortened solicitation timeline for submission of proposals. Technical, professional and legal staff may be used to determine best value as set forth in the Solicitation documents without the need to utilize the formal Competitive Selection Committee process established by the County. The County Mayor's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this Program.

1.12 Security Deposit

Within thirty (30) days from the execution of the Contract, the Contractor shall furnish to the County, Internal Services Department, Strategic Procurement Division at 111 N.W. 1st Street, Suite 1300 Attn: Christopher Grant-Henriques, a security deposit in cash equal to one and a half (1.5) months of the Minimum Monthly Guarantee, redeemable at the end of the Contract term except for such conditions pertinent thereto. In lieu of the Contractor furnishing a security deposit, the Contractor can provide a performance bond or irrevocable letter of credit, equal to one and a half (1.5) months of the Minimum Monthly Guarantee. This bond or letter of credit will be conditioned on the fill and faithful performance of all covenants of the Contract. If the Contractor provides a Performance Bond, the following specifications shall apply:

All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

A. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Acceptable Sureties on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

- B. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.
- C. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

- D. In lieu of a Performance Bond, an irrevocable letter of credit will be acceptable. All interest will accrue to Miami-Dade County during the life of this contract and as long as the funds are being held by Miami-Dade County.
- E. The attorney-in-fact or the officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

In the event that the Contractor abandons performance or fails to perform as required, the County will execute on the Bond, draw upon the irrevocable letter of credit or retain the cash deposit, whichever is the case, and the Contractor will be responsible for the balance of the debt, if any, that is owed. Additionally, if the County must draw upon any portion of the form of security provided, the Contractor shall restore the security to its original amount within seven (7) days of receiving notice by the County that the security was drawn upon.

1.13 **Indemnification**

The Contractor 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 Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor 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.

1.14 **Insurance**

Prior to the execution of the Contract, the Contractor shall furnish to the Internal Services Department, Strategic Procurement Division located at 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 Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence \$2,000,000 in the aggregate, not to exclude abuse and molestation. 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 \$1,000,000 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 "A-" as to management, and no less than "Class VII" as to financial strength by 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 Financial Services.

Commented [EJ(1)]: Asking risk to take a look at what component is required.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

Miami-Dade County
111 N.W. 1st Street
Suite 2340
Miami, Florida 33128-1974

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

1.15 **Shannon Melendi Act**

Pursuant to Miami-Dade County Ordinance No. 08-07 pertaining to Chapter 26, article III, of the Code, titled Park Recreation Department Rules and Regulations; all Contractor personnel (including volunteers) that will provide services at the RREC must be in compliance with the requirements set forth under the Shannon Melendi Act, prior to the scheduled start of employment or volunteerism, as further defined in the Draft Form of Agreement (Attachment 3).

2.0 SCOPE OF SERVICES

2.1 **Background**

Tropical Park is a 275-acre District Park located on the SW corner of SW 40th Street (Bird Road) and the Palmetto Expressway (SR 826.) The property was originally part of a horse racing track. The original plan for Tropical Park was approved in 1975, designed to provide adult-oriented, high-caliber facilities that complement other youth oriented facilities already offered in local parks. Subsequent resolutions in 1992, 1997, and 1998 allowed for improvements, as well as expansion and renovation of recreational facilities. The Park is designed to support a variety of large special events and shows (such as the Miami International Agriculture, Horse and Cattle Show and Santa's Enchanted Forest,) as well as corporate picnics and athletic competitions.

Since the late 1990's, the 66-acre RREC has been composed of one covered ring, horse stalls, limited RV hook-ups, horse wash areas, restrooms, large grass area and limited parking. In 2013, the facility was expanded with 2 additional covered rings and additional vendor patio space. No additional facilities or amenities have been added.

2.2 **Services to be Provided at RREC**

The County is seeking qualified firms capable of providing the following:

- I. Provide a Cowgirl/Cowboy operation that is available to the general public during designated hours. The Contractor shall be operational within thirty (30) days of the award of this Contract.
- II. Provide programs for Patrons to learn all aspects of horse ridership from beginner to advanced and expert levels.

- III. Provide programs for Patrons to learn proper care of horses before and after riding, proper roping practices on release and dolly, checking equipment and proper saddling, how to handle an aggressive horse, how to partner up as good header or healer when roping and techniques that can be practiced without a horse such as roping dummies on hay bales.
- IV. Facilitate riding experiences for Patrons that are safe, encourage an understanding of responsible riding and use, increase familiarity with local environment, and provide public awareness and enjoyment of County public park lands.
- V. Provide and keep all equipment and supplies necessary to maintain the Cowgirl/Cowboy program in the same condition as at the commencement of any Agreement issued as a result of this RFP or better.
- VI. Provide a minimum 10 horses ranging from 14 to 15 hands tall. Horses must maintain all immunizations and be tested for equine infectious anemia, and any other testing required on a yearly basis and in accordance with the Florida Department of Agriculture and Consumer Services.
- VII. Provide access to persons of all ability levels and in accordance with Americans with Disabilities Act (ADA) requirements.
- VIII. Develop a schedule of intended hours of operation and staff levels to PROS for approval. At a minimum, riding lessons shall be available X hours per day X days per week, by appointment or set schedule, during the regularly scheduled operating hours of Tropical Park. Any scheduled days closed must be submitted and approved two weeks prior by the Project Manager. Miami-Dade County PROS may require changes in hours of operation or staff levels, if in the discretion of Miami-Dade County Parks, Recreation and Open Spaces, such a change is desirable or necessary in providing services.
- IX. Develop a fee schedule for lessons and services to be provided.
- X. Ensure that at least one staff member is on site and available during the approved scheduled operating hours. The Contractor shall ensure staff is properly trained to provide quality service to Patrons.
- XI. At minimum, Contractor shall market and promote the horse riding program at RREC through outside media market outlets; such as the Contractor's website, social media pages, monthly newsletters, Youtube blogs, external advertising sites, etc. at no cost to the County once per month.
- XII. Provide prompt and efficient customer service and presentations/demonstrations of riding techniques which adequately meet all reasonable demands of Patrons.
- XIII. Provide the County with rider data on a yearly basis. Rider data shall consist of things such as number of lessons taught, age groups, gender of player, number of pro-bono lessons offered, etc.
- XIV. Ensure that any complaints are documented in writing, and where practicable, resolved within 48 hours of notification.
- XV. Provide assistance, expertise, and technical advice to the County regarding general changes in industry rules and regulations, safety and operation for the Cowgirl/Cowboy program.
- XVI. Provide all labor and materials to repair and maintain the day-to-day operations.
- XVII. Ensure employees are distinctively uniformed or appropriately attired so as to be distinguishable as the Contractor's employees and not as employees of the County.
- XVIII. Prepare plan(s) for emergencies, including, but not limited to, fire, hurricanes, acts of nature, etc., and implement the approved plan(s) if instructed to do so by the County. Approved plans shall be, at a minimum, equal to that of Tropical Park.

Commented [EJ(2)]: Is there a maximum number of horses? Market research seems to indicate that programming requirements may necessitate more horses.

Commented [EJ(3)]: Will the contractor be allowed to sell anything? Merchandise, refreshments, equipment etc?

2.3 Contractor Obligations

The Contractor is obligated to perform the following:

- I. Contractor shall not place any unacceptable load or burden on the capacity of the applicable building systems and Utility lines of the Park as determined either by the public utility providing such service or by the County in the exercise of reasonable judgment.
- II. Contractor shall be responsible for trash and animal waste removal from the program area and keep the area and any equipment neat and clean at all times. If the program area and equipment are not kept clean in the opinion of the County, the Contractor will be advised and if correction action is not immediately taken, the County will cause the same to be cleaned and the Contractor shall assume responsibility and liability for such associated cleaning costs.
- III. Use only certified noxious weed-free hay, straw or mulch. Approved products for livestock feed subject to the approval of the Project Manager.
- IV. Unless otherwise approved by the County, the Contractor shall not store any equipment, supplies, or related items on the premises.
- V. Contractor shall, at its sole cost, obtain all permits, licenses, and any development approvals required for operation and performance of Work under this Contract.
- VI. Contractor shall have nationwide criminal background checks conducted by a professional background screener on all employees of the Contractor including screening through the Florida Department of Law Enforcement Sexual Predator/Offender Database, and a check of the National Sex Offender Public Registry.
- VII. Employees of Contractor must be verified as being United States Citizens or having legal immigrant status employment.
- VIII. Complete an affidavit affirming that no work or volunteer duties will be performed on Park property owned or operated by Miami-Dade County in violation of any local, state or federal ordinance and that any arrest will be reported by the Contractor to the County within forty-eight (48) hours of such arrest.
- IX. Wear picture identification at all times while on County property and when in direct contact with Patrons and the general public.
- X. Retain all records demonstrating compliance with the background screening required herein for not less than three (3) years beyond the end of the contract term. The Contractor shall provide the County with access to these records annually, or at the request of the County.
- XI. Contractor shall comply with Miami-Dade County Ordinance No. 16-58 amending Chapter 26 of the Code of Miami-Dade County by adding Rule 36 that bans polystyrene (also known as Styrofoam) in Parks under many circumstances. A polystyrene article is defined as plates, bowls, cups, utensils, cutlery, tableware, containers, lids, trays, coolers, ice chests, bags, boxes, wrappings, bottles, and all similar articles that consist of polystyrene. This rule does not apply to polystyrene articles that are used for prepackaged food that have been filled and sealed prior to receipt by the Contractor.
- XII. It shall be the Contractor's full responsibility to secure the Cowgirl/Cowboy operation included in this Solicitation twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. The County will not accept any responsibility for the Contractor's equipment, supplies, other personal property, money, etc.
- XIII. The Contractor shall ensure their emergency evacuation plan and hurricane plan coincides with the County's emergency evacuation and hurricane plan.
- XIV. The Contractor shall employ a qualified, full-time, on-site manager having experience in the management of this type of operation, who shall be available during normal business hours, and be delegated sufficient authority to ensure the

Commented [EJ(4)]: Do we need this?

competent performance and fulfillment of Work under this Contract and to accept all notices provided for herein throughout the term of this Contract or any extensions thereof. Additionally, Contractor shall be on call, at all times, for emergencies or other matters related to the operations under this Contract.

- XV. All equipment and personal property furnished by Contractor shall be of good quality and suitable for its purpose.
- XVI. Contractor shall use the Cowgirl/Cowboy operation only for the use permitted and shall not provide any services or sell any item or product without the prior written approval of the Project Manager. Further, all activity and use shall be in accordance with Article 7 of the Home Rule Amendment and Charter of Miami-Dade County as amended.
- XVII. No alcoholic beverages are permitted at any time and Contractor is responsible for conduct of Patrons.
- XVIII. Contractor shall not permit the Cowgirl/Cowboy operation or any part thereof to be used in any manner, or anything to be done therein, or permit anything to be brought into or kept therein, which would in any way (i) violate any Legal Requirements or Insurance Requirements; (ii) cause structural injury to the Cowgirl/Cowboy operation or Parks or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the Cowgirl/Cowboy operation or Parks; (v) impair or interfere with the physical convenience of any of the participants of the Cowgirl/Cowboy program or Parks patrons; or (vi) impair any of its other obligations under this Contract.
- XIX. Contractor shall be responsible for the timely payment (i.e., before delinquency) of any and all taxes levied on the Contractor, which taxes relate to, arise out of, or are a result of the operations and/or performance under any Agreement issued as a result of this RFP. The Contractor's liability for the payment of taxes shall encompass taxes imposed by any taxing authority including, but not limited to, state, county, and municipal taxing authorities.
- XX. Contractor shall repair all damages to the Cowgirl/Cowboy program operation area and/or Parks caused by the Contractor, its employees, agents, or independent contractors.
- XXI. Contractor shall be responsible for conduct of all individuals or groups participating in the Cowgirl/Cowboy program or operation.
- XXII. Contractor shall refrain from utilizing outside Park surfaces for commercial advertisements including company logos. All signage must first be approved in writing by the County. All signage must also be approved by all government authorities having jurisdiction and must conform to the requirements set forth in Article 7 of the Home Rule Amendment and Charter of Miami-Dade County as amended.
- XXIII. Contractor shall request prior written approval from Park Manager for all special events or additional facility usage.
- XXIV. Contractor shall purchase, provide, and maintain County approved software and point of sale system that allows County access to real-time information and reports on sales data.
- XXV. Contractor shall request approval from the County in writing in advance for use of any subcontractors.
- XXVI. Contractor shall be responsible for any costs associated with a force majeure act at the Cowgirl/Cowboy program operation including, but not limited to, repairs, maintenance, loss of revenues, etc. as County will not reimburse for expenses, extend the agreement term, or prorate the Guaranteed Monthly Fee in such instances.
- XXVII. At the expiration or earlier termination of the term of the Agreement executed between the Contractor and the County, the Contractor shall repair and/or cure any impacts or damages to the Park property resulting from the Cowgirl/Cowboy program and operation.

2.4 County's Rights and Responsibilities

The County retains the following:

- I. The County shall have the right to review and approve all proposed and subsequent revisions of 1) initial and subsequent prices on all Goods and Services provided by the Contractor to the public, and 2) Contractor's schedule of intended hours of operation and staffing levels which shall be implemented by the Contractor.
- II. The County reserves the right to schedule special events that may preclude the Contractor from operating the Cowgirl/Cowboy program or providing the Services, or a portion thereof, for a limited time. The County will use reasonable efforts to notify the Contractor as early as possible of these special events.
- III. The County shall have the right, without limitation, to monitor and test the quality of Services of the Contractor, including, but not limited to personnel and the effectiveness of its cash-handling procedures, through the use of a shopping service, closed circuit TV, and other reasonable means.
- IV. The County shall have the authority to make periodic reasonable inspections of all the Cowgirl/Cowboy program, horses, equipment, and operations during the normal operating hours thereof to determine if such are being maintained in a safe, neat and orderly condition. The Contractor shall make any improvements in cleaning or maintenance methods reasonably required by the County. Such periodic inspections may also be made at the County's discretion to determine whether the Contractor is operating in compliance with the terms and provisions of this Contract.
- V. The County reserves the right to determine the attractiveness and appropriateness of the Cowgirl/Cowboy program and to request that the Contractor make changes, if necessary, and such determinations by the County shall be considered final.
- VI. The County shall have the right, at its sole cost and expense, without limitation, to make any repairs, alterations and additions to any structures covered under this Contract, free from any and all liability for loss of business or damages of any nature whatsoever during the making of such repairs, alteration and additions.
- VII. The County shall be responsible for utilities associated with the day-to-day operations. The County shall pay for all charges for utility services used or consumed in or upon the Cowgirl/Cowboy program including electricity, water, and sewage charges under this Contract.
- VIII. The Proposer shall not subcontract nor assign any portion of the Cowgirl/Cowboy program operation to any person or entity without expressed written approval from the County.
- IX. The County reserves the right to close the Cowgirl/Cowboy program operation prior to an act of nature, in case of emergency, or as a result of a force majeure event (as may be contractually defined) and keep said Cowgirl/Cowboy program and operation closed until deemed safe in the opinion of the County. The Contractor shall not be entitled to remuneration from the County for losses claimed from such event or action.
- X. Any usage of County property other than as noted herein shall be subject to the written confirmation of PROS or the County, as applicable.

2.5 Other Related Services

The Contractor may provide other related goods and/or services if approved by Miami-Dade County PROS. The Contractor shall submit all requests to Miami-Dade County PROS prior to the Contractor providing these related goods and/or services. Miami-Dade County PROS Director shall provide written approval upon the review and acceptance of all related goods and/or services prior to their implementation.

2.6 Revenue Schedule (Attachment 2)

Proposers shall complete the Revenue Schedule (Attachment 2) and submit it with their proposal. The Price Schedule shall list the Proposer's Minimum Monthly Guarantee for year one (1), Minimum Monthly Guarantee for year two (2), Minimum Monthly Guarantee for years three to five (3-5) and Percentage of Gross Revenues. These amounts shall be seen as

consideration retained by the County for allowing the Contractor to engage in business at RREC. The County shall retain on monthly basis, the greater of the Minimum Monthly Guarantee or Percentage of Gross Revenue.

1. Minimum Monthly Guarantee shall be the minimum amount which the County shall retain, upon payment of revenue to the Contractor.
2. Percentage of Gross Revenues shall be the percentage of gross revenue to be retained by the County as consideration for the privilege of the Contractor engaging in business at RREC. The minimum Percentage of Gross Revenue offered shall be no less than 10% ten percent. As set forth above, The County shall retain the greater of the Minimum Monthly Guarantee or Percentage of Gross Revenues.

2.7 Method of Payment

The County shall collect all revenues and remit payment to the Contractor for the previous month, within fifteen (15) business days of the last day of that month.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

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

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

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

4.2 Evaluation Criteria

Proposals will be evaluated by a Review Team which will evaluate and rank proposals on criteria listed below. The Review Team will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Review Team is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one thousand (1000) points per The Review Team member.

TECHNICAL EVALUATION	
TECHNICAL CRITERIA	POINTS
Proposer's Approach to Providing the Services in this RFP, consistent with Resolution R-1257-18 including Cowboy/Cowgirl program startup, operation, maintenance and recreational programming.	250
Proposer's Experience, Qualifications, Capabilities and Past Performance	200
Proposer's Key Personnel and Subcontractors Experience, Qualifications and Past Performance	150
Proposer's Financial Capacity	100
Proposer's Transition Plan	100
TOTAL TECHNICAL POINTS	800

Commented [EJ(5)]: PROS please review, I don't want to make our evaluation of this extremely complicated. I have increased emphasis and scope of the first criteria.

Commented [EJ(6)]: Do we want to create another criterion to evaluate the actual horses proposed for program operation?

PRICE PROPOSAL EVALUATION	
PRICE CRITERIA	POINTS
Proposed Minimum Monthly Guarantee	100
Proposed Percentage of Gross Revenues	100
TOTAL PRICE PROPOSAL POINTS	200
SUBTOTAL TECHNICAL AND PRICE POINTS	1000
TOTAL OVERALL POINTS	1000
Note: Includes the combined total Technical Criteria, and total Price Criteria Points per each <u>Selection Committee Member</u> .	

4.3 **Oral Presentations**

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

4.4 **Selection Factor**

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development Division for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development Division at (305) 375-2378 or <http://www.miamidade.gov/smallbusiness/>

The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE Program during the contract term may remain on the contract.

Commented [EJ(7)]: Sending for SBD Review. Leaving this as placeholder until they decide what applies.

4.5 **Local Certified Veteran Business Enterprise Preference**

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. "Local Certified Veteran Business Enterprise" or "VBE" 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 proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a proposal in response to this solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the Proposal Submittal Form.

4.6 **Price Evaluation**

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

4.7 Local Preference

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

4.8 Negotiations

The Review Team will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

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

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

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.9 Contract Award

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

4.10 Rights of Protest

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

5.0 TERMS AND CONDITIONS

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

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>.

b) Insurance Requirements

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

c) Inspector General Reviews

In accordance with Section 2-1076 of the Code of Miami-Dade County, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

d) User Access Program

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

6.0 ATTACHMENTS

Proposal Submission Package, including:
Attachment 1 – Proposer Information Packet
Attachment 2 – Revenue Schedule
Attachment 3 – Draft Form of Agreement
Web Forms