REQUEST FOR PROPOSALS NO. 068-LL10

USE OF SCHOOL BOARD-OWNED RECREATIONAL FACILITIES

I. NAME AND ADDRESS OF REQUESTOR

The School Board of Miami-Dade County, Florida
Planning, Design and Sustainability
1450 N.E. Second Avenue, Suite 525
Miami, Florida 33132

II. PURPOSE OF REQUEST FOR PROPOSALS

Under this Request For Proposals (hereinafter referred to as the "RFP"), The School Board of Miami-Dade County, Florida (hereinafter referred to as the "Board"), will be considering proposals to provide for the use of the recreational facilities at Board-owned school sites. Proposers may pursue use of the recreational facilities at any one or more of these sites, subject to review and approval of the site by the site administrator and applicable Region subsequent to proposal submittal as provided under Section VIII of this RFP, provided such use does not violate any statutes, laws, rules, regulations or Board Rule. Each site is available in its "as-is" condition, and the Board will not provide any capital improvements or complete any repairs as a provision of this RFP. At each location that the Proposer wishes to pursue, the Proposer shall be authorized to use the defined recreational areas and/or facilities for the operation of recreational programs, and for no other purpose, at all times that such facilities are not in use by Miami-Dade County Public Schools (hereinafter referred to as the "District"). The successful Proposer will be required to enter into an agreement for use of the Board's facilities, the salient provisions of which are summarized under Section IX of this RFP. The successful Proposer will be required to pay rent to the District for long-term use of the Board-owned site's recreational facilities, as well as a monthly maintenance fee to cover the cost of maintenance and repairs resulting from the Proposer's use of the Board-owned site, based on a lease agreement and pursuant to terms and conditions to be approved by the Board. For purposes of this RFP, the term "Proposer" may be used individually or collectively as the "Proposer" or "Proposers", and shall mean the legal entity or individual that, upon contract award, will be the party entering into and executing a lease agreement with the Board, the salient provisions of which are summarized under Section IX of this RFP (hereinafter referred to as the "Lease Agreement").

III. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Interested Proposers will be required to respond to this RFP with two (2) separate submittals (collectively, the "proposal") in Phase I and Phase II.

Ten (10) copies of the Phase I Submittal (as defined in Section VII (A) of this RFP), and one (1) CD containing the entire Phase I Submittal, must be submitted by **2:00 p.m.** (Local Time) on **June 14, 2011**, at:

The School Board of Miami-Dade County, Florida
Bid Clerk, Procurement Management Services
1450 N.E. 2nd Avenue, Room 352
Miami, Florida 33132

Phase I submittals of the proposal must be submitted in a sealed envelope or box marked: **REQUEST FOR PROPOSALS NO. 068-LL10 -- USE OF BOARD-OWNED RECREATIONAL FACILITIES – PHASE I"**.

Subsequent to the submittal of the Phase I Submittal, ten (10) copies of the Phase II Submittal (as defined in Section VII (B) of this RFP), and one (CD) containing the entire Phase II Submittal, must be submitted by **2:00 p.m.** (Local Time) on **August 4, 2011**, the address listed above.

Phase II submittals of the proposal must be submitted in a sealed envelope or box marked: **REQUEST FOR PROPOSALS NO. 068-LL10 -- USE OF BOARD-OWNED RECREATIONAL FACILITIES – PHASE II"**.

The responsibility for submitting a proposal to the District on or before the stated times and dates will be solely and strictly the responsibility of the Proposer. The District will in no way be responsible for delays caused by the United States mail or any other delivery service or caused by any other occurrence. The Proposer, or the party legally authorized to conduct business on behalf of the Proposer, must sign the proposal. The proposal submittal packages for Phase I and Phase II must contain all items requested. Failure to submit all items requested for Phase I and Phase II may render the proposal non-responsive.

It is anticipated that a recommendation to award to one or more Proposers will be presented to the Board at its September 7, 2011 meeting. Notification to the successful Proposer(s) will be on or after the September 7, 2011 meeting. The School Board reserves the right to reject any and all responses to this RFP.

IV. SCOPE OF SERVICES

Under this RFP, successful Proposers will be authorized to utilize the defined recreational areas and/or facilities at one or more Board-owned school sites, for the operation of recreational programs at all times when such facilities are not in use by the Board, provided such use does not violate any statutes, laws, rules, regulations or Board Rule, and with the explicit proviso that all proposed locations are subject to review and approval by the site administrator and applicable Region subsequent to the Phase I Submittal and may be eliminated or excluded from further consideration at any time during the RFP process, as provided under Sections VII and VIII of this RFP. Each site is available in its "as-is" condition, and the Board will not provide any capital improvements or complete any repairs as a provision of this RFP. The successful Proposer will be required to pay rent to the District for long-term use of the Board-owned site's recreational facilities, as well as a monthly maintenance fee to cover the cost of maintenance and repairs resulting from the Proposer's use of the Board-owned site.

The successful Proposer may be allowed to construct, at the Proposer's sole cost and expense, additional recreational facilities on the Board-owned site, subject to the prior written approval of the Board and provided that the plans are first submitted to and approved by the Board. All work shall be performed in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and the Miami-Dade County Public Schools criteria and standards, as the same may be amended from time to time. The Miami-Dade County Public Schools Building Official Office shall have sole authority for all work taking place on the Board-owned site and shall review and approve all construction documents, and issue permits for construction of any work.

V. INFORMATION ON AVAILABLE BOARD-OWNED SITES

Attached is a list of potentially available Board-owned school sites, subject to review and approval of the sites by the site administrator and applicable Region subsequent to the Phase I Submittal (see Attachment A). Interested Proposers may visit the available Board-owned sites subsequent to submission of their Phase I Submittal, and review and approval of the site(s) by the applicable school principal and Region. Subsequent to concurrence by the school principal and Region that the process is to continue for that site, the Proposer may visit the Board-owned site, at the Proposer's option, at pre-scheduled times and while under the direct supervision of District staff. Upon arrival at each Board-owned site, Proposers must report to the main office and ask to see the contact person for the site. Proposers will at all times be governed by the District's 'Cone of Silence' Board Rule, and the on-site visits will be for the expressed and limited purpose of allowing potential Proposers to gain access to these sites in order to view general field conditions. Under no circumstance will a Proposer be permitted to access any portion of the

site's buildings and/or classrooms, discuss the RFP with District staff, or engage in any intrusive activity.

Proposers wishing to visit any site where a determination has been made by the school principal and Region to continue the process, as detailed above, must submit a written request to Procurement Management Services at bjones@dadeschools.net, by **4:00 p.m. on July 15, 2011**, listing the name, reference number and address of each site they wish to visit. A site visit schedule will be posted on the Procurement Management Services website on or about **July 22, 2011,** setting forth the sites available for visitation and the schedule for such site visits. Only those sites that received approval from the Region and school principal to continue the process, and for which a timely and proper request is submitted will be available for visitation.

VI. MINIMUM QUALIFICATIONS

All Proposers submitting a Phase I Submittal pursuant to this RFP must meet certain minimum requirements in order to be considered, as further detailed in Section VII (A) of this RFP. At the time of Phase II Submittal, certain other minimum criteria shall also be required, as further detailed in Section VII (B) of this RFP. The minimum requirements that must be met by Proposers under this RFP, whether such requirements must be met or submitted at the time of the Phase I Submittal or the Phase II Submittal, are summarized below. Please refer to Section VII of this RFP for the specific criteria required for each submittal phase.

A. Submittal of documented experience and qualifications, as specified in Section VII of this RFP, in the operation of recreational programs.

B. Acknowledgement that the Proposer understands and agrees that, if applicable, the Proposer must hold all pertinent occupational licenses and any other business use licenses, certifications and/or approvals required to operate its business in the County as well as each applicable municipality.

C. Submittal of documentation evidencing that Proposer is a tax-exempt, not-for-profit organization pursuant to Section 501(c)(3) of the Internal Revenue Code, and that the organization is active and authorized to do business in the State of Florida, and submittal of written assurances that Proposer's 501(c) (3) status shall remain active and unchanged at the time of award of contract, and at all times during the term of the Lease Agreement.

D. Agreement by the Proposer to enter into the proposed Lease Agreement, the salient provisions of which are summarized under Section IX of this RFP, setting forth, generally, the terms and conditions thereof. The District reserves the right to modify certain terms and conditions of the Lease

Agreement, subject to the conclusion of successful negotiations between the parties.

E. Acknowledgement that, subject to the terms and conditions of the proposed Lease Agreement, the Proposer agrees that ownership of any permanent improvements installed on any Board-owned site pursuant to this RFP, whether such improvements are installed by the Proposer or by the Board, shall immediately vest with the Board at the time of said installation and acceptance of those improvements by the Board.

F. Acknowledgment that the Proposer agrees that it shall be responsible for any and all costs related to the operation of its recreational program at the Board-owned site, including reimbursement to the Board for any costs borne by the Board as a result of the Proposer's operations (e.g. overtime cost for school site personnel, use of consumable materials, repair or replacement of damaged equipment or recreational facilities).

G. Agreement by the Proposer to pay rent to the District for its long-term use of each Board-owned site it is pursuing, which amount shall be submitted in accordance with the process outlined in this RFP.

H. Agreement by the Proposer that, in addition to rent, it will pay a monthly maintenance fee to the District to cover the cost of maintenance and repairs resulting from the Proposer's use of the Board-owned site, which amount shall be negotiated after designation by the District of the Successful Proposer at each site.

I. Acknowledgement that the District may at any time in the RFP process, including subsequent to receipt of the Phase I Submittal, and at the District's sole option and discretion, exclude or eliminate any school site from further consideration.

VII. INFORMATION REQUIRED TO BE SUBMITTED BY PROPOSERS:

The information or documentation required to be submitted by Proposers under this RFP shall be divided into two phases, with two (2) separate submittal dates, as set forth in Section III of this RFP. Failure to submit the requested documentation under either phase may deem a proposal non-responsive and ineligible for award.

A. PHASE I SUBMITTALS (DEADLINE: JUNE 14, 2011)

The information or documentation required to be submitted by the Proposer under Phase I of the RFP submittal process (the "Phase I Submittal"), shall be as follows:

1. **<u>$500 processing fee for each location the Proposer wishes to pursue</u>**. Such processing fee shall be by way of one (1) separate Cashiers Check or Money Order for each location the Proposer wishes to pursue, in the total amount required (e.g. – if the Proposer is submitting a proposal for 5 locations, five (5) separate checks in the total amount of $2,500 will be required), each made payable to "The School Board of Miami-Dade County, Florida". **<u>Those checks retained by the District, as detailed below, shall be non-refundable.</u>**

2. One completed Phase I Submittal Application (see Attachment B), executed by the Proposer, containing the following information:

   a. Name of Proposer.
   b. Name, reference number and address of each Board-owned site the Proposer wishes to pursue.
   c. General description of proposed recreational amenities and/or facilities to be used at each Board-owned site. (Specific recreational areas and/or recreational facilities and amenities proposed to be used shall be provided by the Proposer in its Phase II Submittal).
   d. Proposed days and hours of use, provided such days and hours of use conform with the periods of use outlined in Section IX of the RFP.
   e. General description of the type of recreational programs to be provided by Proposer at each location.
   f. Acknowledgment of Proposer's compliance or agreement to comply with Section VI of this RFP.
   g. Proposer's acknowledgment to having read the summary of the proposed Lease Agreement set forth under Section IX of the RFP, and agreeing to the terms and conditions as set forth therein.

3. One complete and executed Vendor Information Sheet (see Attachment C).

4. Evidence of Insurance as required in Section XI of this RFP.

5. Verification that the party signing the Phase I and II Submittals is authorized to do so, on behalf of the Proposer.

B. PHASE II SUBMITTALS (DEADLINE: AUGUST 4, 2011)

The information or documentation required to be submitted by the Proposer under Phase II of the RFP submittal process (the "Phase II Submittal"), shall be as follows:

1. One completed Phase II Submittal Application (see Attachment D), executed by the Proposer, containing, substantially, the following information:

a. Name of Proposer.
b. Name, reference number and address of each Board-owned site the Proposer wishes to pursue.
c. Specific recreational areas and/or recreational amenities and facilities proposed to be used at each Board owned site, including a brief description and location map, if applicable, based on the recreational areas and/or recreational facilities and amenities previously approved by the site administrator and Region for each Board-owned site.
d. Proposed days and hours of use provided such days and hours of use conform with the periods of use outlined in Section IX of the RFP, and as previously approved by the site administrator and Region.
e. Specific type of recreational programs to be provided by Proposer at each location (Note: This must be in general conformance with the recreational programs described by Proposer in its Phase I Submittal Application).
f. Annual rental amount proposed for the initial one-year lease term for each Board-owned location Proposer wishes to pursue.
g. Proposed duration of lease extensions (the total of which may not exceed ten (10) years).
h. The percentage increase proposed for each year of each renewal period (the proposed percentage increase for each renewal year shall be as provided by the Proposer in the Phase II Submittal Application, or the Consumer Price Index, whichever is greater).
i. Acknowledgment of Proposer's compliance or agreement to comply with Section VI of this RFP.

2. One completed Addendum to Phase II Submittal Application (see Attachment E), executed by the Proposer, containing the following information:

   a. Name of Proposer.
   b. Evidence of experience and qualifications in the operation of recreational programs, including, but not necessarily limited to, the following:

      1. Description and address of no less than one (1) location where Proposer operates or has operated a recreational program subsequent to January 1, 2008, of a similar type or nature to that which Proposer is proposing to provide using Board property pursuant to this RFP. Include a complete copy of the fully executed final agreement entered into between the Proposer and the property owner. Include a contact name and telephone number. In the case of an agreement entered into with an entity not covered under Section 119, Florida Statutes, the Proposer may submit a redacted copy, with only proprietary or confidential information omitted.

      2. Provide no less than three (3) signed original reference letters, one of which must be from a property owner or entity with whom

Proposer contracted to operate a recreational program similar to that which Proposer is proposing to provide using Board property pursuant to this RFP. None of the three (3) reference letters may be more than three (3) months old.

3. Documentation substantiating the Proposer's legal status as a tax exempt, not – for-profit organization pursuant to Section 501 (c) (3) of the Internal Revenue Code.

VIII. SELECTION PROCESS

A. EVALUATION OF PROPOSALS

Subsequent to the Phase I Submittal, the site(s) noted in each Phase I Submittal Application will be forwarded to the respective site administrators and Regions for approval or declination of the site. The District reserves the right to eliminate or exclude any site from further consideration at any time in the RFP process, including subsequent to receipt of the Phase I Submittal, at the District's sole option and discretion. Upon securing responses from the site administrators and Regions, the District will notify Proposer(s) as to which sites received approval. If a site is declined, the process ends for the affected site, and the District shall return the applicable $500 processing fee check to the Proposer within sixty (60) days from the District's notification that the site has been declined. All other $500 processing fee checks shall be retained by the District and are non-refundable. The sites that receive approval will be available for visitation by Proposers pursuant to the process outlined in Section V of this RFP. If Proposer(s) wishes to proceed with one or more of the sites that received approval from the site administrator and Region, Proposers shall submit their Phase II Submittal in accordance with Sections VII (B) and XIII of this RFP, and such sites will be evaluated in accordance with Section VIII of this RFP.

The Board will consider responses from all Proposers who meet the minimum qualifications and standards set forth in this RFP. The award will be made to the Proposer(s) who best meet(s) the District's specifications and requirements. Proposals will be reviewed by a District evaluation committee, who will review the proposals and verify that the Proposer has met the minimum qualifications and evaluation criteria as set forth in this RFP. As a part of the evaluation process, oral presentations may be made to the evaluation committee, at the discretion of the evaluation committee. If oral presentations are required, each Proposer will be allotted time to give an overview of their proposal.

The District reserves the right to negotiate with the selected Proposer(s) to finalize the Lease Agreement, for final review and approval by the Board. If

the District is unable to reach acceptable terms with the highest ranked Proposer(s), the District may, at its sole discretion, seek to reach acceptable terms with the next highest ranked Proposer(s).

The following factors will be considered when evaluating complete proposals:

A. Monetary compensation (rental amount proposed) to the District;
B. Qualifications, experience, past performance, and references of the Proposer in the operation of recreational programs; and
C. Responsiveness of the proposal, including oral presentation (if required).

The District's evaluation committee will consist of the following individuals, or their appointed designees:

Representatives, Planning, Design and Sustainability (2)

Representatives, School Operations (2)

Representative, Office of Compliance and Business Services

Representative, Procurement Management Services (non-voting)

Representative, School Board Attorney's Office (non-voting)

IX. SUMMARY OF LEASE AGREEMENT TERMS

The Board shall enter into a separate Lease Agreement with the successful Proposer for each Board-owned site where recreational programs are to be operated. The salient terms and conditions of the proposed Lease Agreement are set forth below. The Board may consider the inclusion of alternative provisions in Proposer's Phase II Submittal, subject to review and approval by the Board. For purposes of this summary, the Proposer is defined as the Lessee. The District reserves the right to add or modify certain terms and conditions of the Lease Agreement and negotiate with the successful Proposer to finalize the terms of the Lease Agreement, subject to final review and approval by the Board.

- An initial lease term of one (1) year, with renewal terms not exceeding a total of ten (10) years. The duration of the renewal terms shall be as established in the RFP process, but in no event shall be more than a total of ten (10) years;
- Provided the Lessee is not in default of the terms of the Lease Agreement, each renewal period shall be automatically renewed, unless the Lessee notifies the Board six (6) months prior to the expiration of the then current term of its intent not to renew;

- The rental rate during the initial one (1) year lease term shall be as established through the RFP process;
- The rental rate for each renewal period shall increase annually based on the percentage proffered by the Lessee in its Phase II Submittal Application, or by the increase in the United States Consumer Price Index (for all urban consumers), whichever is greater;
- In addition to rent, Lessee shall pay a monthly maintenance fee to the Board to cover the cost of maintenance and repairs resulting from the Lessee's use of the Board-owned site, which amount shall be negotiated after designation by the District of the Successful Proposer at each site;
- Lessee shall have non-exclusive use of a designated portion of the Board-owned site (demised premises, as it may be defined in the Lease Agreement) exclusively for the operation and maintenance of its recreational programs. Lessee may also use designated portions of the parking facilities at each Board-owned site, subject to the Board's approval of the areas and periods of use;
- Lessee shall have the unrestricted right of ingress and egress across a mutually agreed to portion of the school site necessary for Lessee and its patrons to gain access to the demised premises from the nearest public right-of-way. No other buildings or portions of the school site may be accessed by Lessee or any other persons or parties;
- The demised premises are available in their "as-is" condition, and the Board will not provide any capital improvements or complete any repairs as a provision of this Lease Agreement;
- Lessee shall be responsible for any and all costs related to the operation of Lessee's recreational programs at the demised premises, including, without limitation, reimbursement to the Board for any costs borne by the Board as a result of the Lessee's operations (e.g. overtime cost for school site personnel, use of consumable materials, repair or replacement of damaged equipment or recreational facilities);
- The Board shall have use of the demised premises during regular school hours on regular school days. In addition, the Board, at its sole option, shall have use of the demised premises as required for practices and home games, special school events and functions, intramural sports, extracurricular athletic activities and summer school;
- Lessee shall have use of the demised premises at all other times as mutually agreed to by the parties;
- The Board shall be responsible for routine maintenance of the demised premises, in conformance with the District's standard maintenance schedule and criteria;
- Each party shall be responsible for removal of trash and litter generated during their respective periods of use;
- In the event of damage or destruction of all or portions of the demised premises, other than damage or destruction caused by the Lessee, the District may either cancel the Lease Agreement or repair/replace the damaged facilities, at the District's discretion and expense;

- The Board shall not be liable for any loss of business, consequential damages or any other damages arising from acts of God;
- The Board may cancel the Lease Agreement, without cause, only if the site is required for a District purpose, as it may be determined by the Board. In addition, the Board may cancel the Lease Agreement, for cause, in the event of damage or destruction, other than damage or destruction caused by the Lessee, which the Board chooses not to repair, default by the Lessee, which default is not cured, or in the event the Board sells the property. In addition, the Board may immediately cancel the Lease Agreement for cause and without penalty, and without providing Lessee an opportunity to cure, if Lessee (1) fails to pay rent, (2) fails to comply with the Jessica Lunsford Act, or (3) assigns or sublets the demised premises, without the Board's prior written consent, which may be withheld at the Board's sole discretion;
- Lessee may cancel the Lease Agreement at any time by providing the Board with one-year prior written notice;
- Lessee shall be responsible for payment of all utilities relating to its use and operation of the demises premises;
- All improvements, equipment or facilities installed, operated and maintained within the demised premises shall become the property of the Board upon installation by Lessee and acceptance by the District;
- The parties agree that portions of the demised premises at each Board-owned location may be closed from time to time during each party's period of use to reduce impact on the turf;
- Lessee shall be responsible for determining and securing, at its sole cost and expense, all federal, state, county, municipal and/or other permits, use approvals, certificates or approvals needed, if any, for the operation of Lessee's recreational programs on the Board-owned site, prior to commencement of the Lease Agreement;
- The Lease Agreement shall be deemed inferior and subordinate to any existing or future financing or conveyance by the Board of the Board-owned site or any part thereof;
- Lessee shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of the Lease Agreement (including goods and services provided thereto) by or on behalf of the Lessee, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees;
- The Board shall indemnify and hold the Lessee harmless, to the extent and within the limitations of Florida Statutes, from all liability which may

arise as a result of the Board's negligence, actions or failure to act under the terms of the Lease Agreement;

- Lessee shall provide the Board with insurance certificates which evidence insurance coverages and limits meeting, at a minimum, the following requirements: (1) Commercial General Liability Insurance in an amount not less than $1 Million combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the successful Proposer(s), in an amount not less than $1 million combined single limit per occurrence for bodily injury and property damage, and (3) Workers' Compensation Insurance for all employees of the successful Proposer(s) as required by Florida Statutes. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be named as an additional insured on all liability coverages except Workers' Compensation insurance.
- The Lessee shall comply with all applicable laws, rules, ordinances, statutes, regulatory and code requirements;
- Lessee shall not be permitted to use the demised premises or school site for promotion or advertising;
- Any publication or literature issued by Lessee announcing its recreational program at the demised premises shall be approved by the Board, or designee, prior to issuance or publication of same;
- The Lessee may, at its sole cost and expense, construct recreational facilities within the demised premises, subject to approval by the Board and provided the plans are first submitted to and approved by the Board. All work shall be performed in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and the Miami-Dade County Public Schools criteria and standards, as the same may be amended from time to time;
- Any contractor doing work on behalf of Lessee within the demised premises or Board-owned site, must be prequalified by the Board before commencing any construction activities. A complete Contractor Prequalification Certification Application must be submitted to the Board to commence the prequalification process;
- The District's Building department shall have sole authority for all work taking place on Board-owned property and shall review and approve all construction documents, issue permits for construction, and provide final acceptance of the work;
- In the event of any litigation between the parties, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels;
- The School Board Office of Inspector General (SBOIG) may, on a random basis, perform audits, inspections and reviews of all Board contracts. Consequently, the Lessee acknowledges and accepts the

authority of the SBOIG to conduct such random audits, inspections and reviews, including, but not limited to, the authority of the SBOIG to access the Lessee's records, its legal representatives' and contractors' records and the obligation of the Lessee to make those records available upon request. The Lessee shall incorporate this clause into every contract that it enters into pursuant to this RFP relating to any Board-owned site; and

- The Lessee shall not use, handle, generate, manufacture, produce, store, discharge, treat, remove, transport or dispose of Hazardous Substances at, in, upon, under, to or from the demised premises. "Hazardous Substances" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer, reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Federal, State or Local Environmental Laws.

X. EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

Equal Employment Opportunity

A. It is the policy of the School Board that no person will be denied access, employment, training, or promotion on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability, and that merit principles will be followed.

B. Each firm is requested to indicate its equal employment policy and provide a detailed breakdown by ethnicity, gender and occupational categories of its work force (see Attachment F).

M/WBE Participation

The School Board has an active Minority/Women Business Enterprise (M/WBE) Program, to increase contracting opportunities for M/WBE's. In keeping with this policy, if a minority firm, which is Woman or African American-owned and operated, is to perform a scope of work, provide documentation to substantiate the experience of the M/WBE and its staff in providing this type of service. The Division of Business Development and Assistance must certify all M/WBE's, prior to contract award. The M/WBE Application may be accessed through the following link:

http://procurement.dadeschools.net/pdf/3920.pdf

XI. INDEMNIFICATION AND INSURANCE

In consideration of being the successful Proposer, the Proposers agree without reservation to the indemnification and insurance clauses contained herein, as follows:

INDEMNIFICATION

Proposers shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of the Lease Agreement (including goods and services provided thereto) by or on behalf of the Proposer(s), whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

INSURANCE

At the time an award is made, the successful Proposer(s) will be required to provide the Board with insurance certificates which evidence insurance coverages and limits meeting, at a minimum, the following requirements: (1) Commercial General Liability Insurance in an amount not less than $1 Million combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the successful Proposer(s), in an amount not less than $1 million combined single limit per occurrence for bodily injury and property damage, and (3) Workers' Compensation Insurance for all employees of the successful Proposer(s) as required by Florida Statutes.

> "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation insurance. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the successful Proposer(s).

XII. CONTRACTOR PREQUALIFICATION

Pursuant to Florida Statute and Board Rule, any construction company that proposes to provide work on a District site as the prime contractor on capital or maintenance projects must be prequalified by the District. In the event the Proposer wishes to construct, at its sole cost and expense, recreational facilities

within a Board-owned site, subject to the terms outlined in Section IX of this RFP and Board approval, the Proposer's general contractor(s) must submit a completed Contractor Prequalification Certification Application (see Attachment G), and must be prequalified by the District before commencing any construction activities on any Board-owned site. The process for prequalification from receipt of a complete Contractor Prequalification Certification Application takes a minimum of sixty (60) days. A complete Contractor Prequalification Certification Application must be received by the District to commence the prequalification process.

XIII. IMPLEMENTATION SCHEDULE

A. The anticipated schedule for implementation of proposals is as follows. **All timelines reflected in this RFP are estimated and subject to change in the District's sole discretion.** It is the responsibility of Proposers to monitor the Procurement website at http://procurement.dadeschools.net/bidsol/asp/ENACT.asp for any changes to the proposed schedule.

Mailing of Request for Proposals	May 20, 2011
Deadline for Questions	June 2, 2011
Pre-Proposal Conference*	June 7, 2011
Phase I Submittal	June 14, 2011
Notice to Proposer(s) of Approval of Site(s)	July 8, 2011
Submittal of Request for Site Visits	July 15, 2011
Posting of Site Visit Schedule	July 22, 2011
Site Visits	July 28 and 29, 2011
Phase II Submittal	August 4, 2011
Evaluation Committee Meeting	August 11, 2011
Oral Presentations (if required)	August 15, 2011
Notice of Recommendation to Superintendent for contract award(s)	August 19, 2011
Recommendation for Award (tentative)	September 7, 2011

***A Pre-proposal conference has been scheduled for June 7, 2011, at 10:00 a.m., in Conference Room 522-A of the School Board Administration Building, located at 1450 N.E. 2nd Avenue, Miami.**

XIV. ADDITIONAL INFORMATION

Any and all questions pertaining to this RFP must be submitted no later than **4:00 p.m.** (Local Time) on **June 2, 2011**, via e-mail, to the individual listed below:

Ms. Barbara D. Jones, CPPB
Procurement Management Services
Miami-Dade County Public Schools
1450 NE 2nd Avenue, Room 352
Miami, FL 33132
(305) 995-2348
E-mail: bjones@dadeschools.net

A COPY OF THIS WRITTEN REQUEST MUST BE SENT SIMULTANEOUSLY TO:

Ms. Ileana Martinez, School Board Clerk
Miami-Dade County Public Schools
1450 N.E. 2ND Avenue, Room 268B
Miami, Florida 33132
FAX #305-995-1448
E-MAIL: martinez@dadeschools.net

The School Board of Miami-Dade County, Florida will issue responses to inquires and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Proposers should not rely on any statements other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Responses to questions will be posted to M-DCPS' website and it is the responsibility of the Proposer(s) to monitor this site for posting of response(s). The website link is the following:

http://procurement.dadeschools.net/bidsol/asp/ENACT.asp