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 for Tennis Center operations at three (3) Miami-Dade County Park Tennis Centers: 1) Tropical Park; 2) Tamiami Park; and 3) Ives Estates Park. Services include operating and maintaining tennis courts and pro shops and providing tennis Group Lessons, Individual Lessons, Leagues, Tournaments, Summer Tennis Programs and other related services as applicable. Proposers must propose on all parks to be considered.

User Department(s): PROS

Issuing Department: ISD

Contact Person: Christopher Hutchins

Phone: 305-375-2163

Estimated Cost: $1,508,040

Funding Source: Revenue Generating

ANALYSIS

Trading/Commodity/Service Opportunities

<table>
<thead>
<tr>
<th>Commodity/Service No.</th>
<th>Description</th>
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<tr>
<td>961-68</td>
<td>Sports Professional Services (Including Sports and Recreational Programs)</td>
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<tr>
<td>962-08</td>
<td>Athletic Training Services</td>
</tr>
<tr>
<td>805-05</td>
<td>Sporting and Athletic Goods</td>
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Contract/Project History of Previous Purchases For Previous Three (3) Years

Check Here [ ] if this is a New Contract/Purchase with no Previous History

EXISTING | 2ND YEAR | 3RD YEAR

Contractor:

Small Business Enterprise:

Contract Value:

Comments:

Continued on another page (s): Yes  No

RECOMMENDATIONS

<table>
<thead>
<tr>
<th>SBE</th>
<th>Set-Aside</th>
<th>Sub-Contractor Goal</th>
<th>Bid Preference</th>
<th>Selection Factor</th>
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Basis of Recommendation:

Signed: Christopher Hutchins

Date to DBD: 08/15/2018

Date Returned to DPM: 

Page 1 of 1
REQUEST FOR PROPOSALS (RFP) No. RFP-010320421
FOR
TENNIS CENTER OPERATIONS

ISSUED BY MIAMI-DADE COUNTY:
Internal Services Department, Procurement Management Services Division
for
Parks, Recreation, and Open Spaces Department

COUNTRY CONTACT FOR THIS SOLICITATION:
Christopher Hutchins, Procurement Contracting Officer-3
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-2163
E-mail: Christopher.hutchins@miamidade.gov

PROPOSAL RESPONSES DUE:
INSERT DATE AND TIME

IT IS THE POLICY OF MIAMI-DADE 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 if deemed 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 for Tennis Center operations at three (35) Miami-Dade County Park Tennis Centers(Facilities) 1) Tropical Park, 2) Tamiami Park/Continental Park, and 3) Ives Estates Park; 4) Ron Ehmann Park, and 5) Tamiami Park. Services include operating and maintaining tennis courts and pro shops and, providing tennis Group Lessons, Individual Lessons, Leagues, Tournaments, Summer Tennis Programs, and other related services, as applicable. Proposers must propose on all parks to be considered.

The County anticipates awarding one up to five (5) separate contracts to Proposers based on the highest ranking Proposal received by the County as determined by overall score pursuant to the Solicitation for a ten-year (10) period. The awarded Proposers may qualify for up to two (2) additional five-year (5) options to renew based on an amount of 25% of the total Guaranteed Monthly Fee for the initial ten-year term in Park Capital Improvements per option to renew. (For example, if the Guaranteed Monthly Fee was $1,000, calculation of the Park Capital Improvements amount per option to renew is as follows: $1,000 Guaranteed Monthly Fee x 12 months = $12,000 x 10 years = $120,000 x 25% = $30,000.) All Park Capital Improvements must be approved in writing in advance prior to beginning improvements and must be in accordance with the Park approved General Plan or as approved by the Department.

The anticipated schedule for this Solicitation is as follows:

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

1. The words "Additional Services" to mean additions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
2. The word "Clinic" to mean teaching of tennis to a group of six (6) or more individuals per Instructor.
3. The word "Coaching" to mean coaching of tennis teams sanctioned by and approved by PROS.
4. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
5. The word "Demonstrations" to mean presentation of different aspects of tennis in promotion of the associated Tennis Center.
6. The word "Facilities" to mean the tennis courts, pro shop, restrooms, storage areas, and immediate space surrounding the tennis courts, pro shop, restrooms, and storage areas as further described in Section 2.0, Scope of Services, under the applicable Tennis Center.
7. The words "Force Majeure" to mean an occurrence outside of either party's control, including but not limited to, an act of nature, war, riot, sovereign conduct, or conduct of third parties.
8. The words "Goods" to mean food and beverage items such as, but not limited to, drinks and snacks and retail merchandise related to the Tennis Center operation such as, but not limited to, tennis related clothing, racquets, and racquet equipment.
9. The words "Gross Receipts" to mean all receipts from the sale of services or merchandise by Contractor, sold in, upon, or from the facilities, including such sales as shall in good faith be credited by Contractor in the regular course of its business by personnel.
The words “Work”, “Services”, “Program”, or “Project” to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 General Proposal Information
The County may, at its sole and absolute discretion, reject any and all parts of any and all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities.
Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

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

1.4 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.

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

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

The provisions do not apply to, among other communications:
oral communications with the staff of the Vendor Services Section, the responsible Procurement Contracting Officer, provided
the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
oral communications at pre-proposal conferences 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 employees, official or member of the Board of County Commissioners
unless specifically prohibited by the applicable RFP or RFQ documents.

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

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.

1.6 Communication with Competitive Selection Committee Members

Proposers are hereby notified that direct communication, written or otherwise, to Competitive Selection Committee members or the
Competitive Selection Committee as a whole are expressly prohibited. Any oral communications with Competitive Selection Committee
members other than as provided in Section 211.1 (s) of the Code of Miami-Dade County are prohibited.

1.7 Public Entity Crimes

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

1.8 Lobbyist Contingency Fees

a) In accordance with Section 211.1 (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.

1.9 Collusion

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

2.0 SCOPE OF SERVICES

2.1 Background
PROS requires an experienced and capable Contractor/Proposer(s) to provide a broad range of professional tennis instruction and/or facility operation at three various County parks: 1) Tropical Park located at 7900 SW 40th Street, Miami, Florida 33155; 2) Tamiami Park located at 11201 SW 24 Street, Miami, Florida 33165; Continental Park located at 10000 SW 82 Avenue, Miami, Florida 33156; and 3) Ives Estates Park located at 1475 Ives Dairy Road, Miami, Florida 33179; 4) Ron Ehmann Park located at 10995 SW 97 Avenue, Miami, Florida 33176; and 5) Tamiami Park located at 11201 SW 24 Street, Miami, Florida 33165. The selected Proposer(s) should have experience in tennis instruction and operation of tennis facilities/related activities in order to provide tennis related goods and services during designated hours and to promote the park and its operations.

It is the responsibility of each Proposer before submitting a proposal to:

1) Examine every component of this Solicitation and other associated information (which may or may not be provided by the County), as well as the draft agreement documents included in this Solicitation thoroughly and notify the County of any conflicts, errors, or discrepancies in the documents that may affect submission of a Proposal, prior to deadline for receipt of questions stipulated in Section 1.1.

2) Visit the applicable Tennis Centers to become familiar with conditions that may affect costs, performance, and/or furnishing of the Work. The Tennis Centers are available for viewing during their normal business hours. Any visits to the Tennis Centers shall not require County staff assistance. Visits shall be confined to viewing the site and immediate area; reviewing present usage patterns; and for the purpose of better understanding future possibilities, all without impacting ongoing activities.

3) Take into account federal, state and local laws, regulations, permits, and ordinances that may affect costs, performance, and/or furnishing of the Work.

2.2 Tropical Park Description
The selected Proposer shall operate and maintain the following as part of this Tennis Center:

2.2.1 Twelve (12) lighted tennis courts and eight (8) lighted racquetball courts.

2.2.2 A Pro Shop, approximately 225 square feet, located adjacent to the tennis courts which shall be used for the sale of food, beverages, and/or related merchandise/services.

2.2.3 A storage room, approximately 300 square feet located between the racquetball courts.

2.2.4 Two (2) restrooms.

2.3 Continental Park Description
The selected Proposer shall operate and maintain the following as part of this Tennis Center:

2.3.1 Eight (8) lighted tennis courts.

2.3.2 A Pro Shop, approximately 225 square feet, located adjacent to the tennis courts which shall be used for the sale of food, beverages, and/or related merchandise/services.

2.3.3 Two (2) restrooms.

2.3 Ives Estates Park Description
The selected Proposer shall operate and maintain the following as part of this Tennis Center:

2.3.1 Eight (8) lighted tennis courts.

2.3.2 A Pro Shop, approximately 225 square feet, located adjacent to the tennis courts which shall be used for the sale of food, beverages, and/or related merchandise/services.

2.3.3 Two (2) restrooms.

2.3 Ron Ehmann Park Description
The selected Proposer shall operate and maintain the following as part of this Tennis Center:
2.4 Tamiami Park Description
The selected Proposer shall operate and maintain the following as part of this Tennis Center:

2.4.1 Six (6) lighted standard tennis courts.
2.4.2 Four (4) lighted youth tennis courts.
2.4.3 Four (4) lighted mini tennis courts.
2.4.3.4 A Pro Shop, approximately 200 square feet, located adjacent to the tennis courts which shall be used for the sale of food, beverages, and/or related merchandise/services.
2.4.4 Two (2) restrooms.

2.5 Proposer Qualifications
The selected Proposer(s) shall:

2.5.1 Employ key personnel that are certified by USPTA, USTA, and/or USPTR to provide tennis instruction services at the Tennis Center by professional-level member(s) at the start of and throughout the agreement.

2.6 General Services to be provided at all Tennis Centers

2.6.1 Operate the Tennis Centers including tennis courts, pro shop, storage rooms, and related services for each as applicable, as approved by the County, in a manner associated with this type of operation and the tennis industry, in accordance with Article 7 of The Home Rule Amendment and Charter as amended, http://www.miamidade.gov/charter/library/charter.pdf and all Miami-Dade County ordinances and rules and regulations as amended November 4, 2014 (Attachment A).

2.6.2 Ensure a reasonable amount of tennis courts, as determined by PROS, are available to the public at all times during operating hours.

2.6.3 Provide tennis lessons and demonstrations that may be either “free-based” or “complimentary free”, depending on mutual agreement of selected Proposer(s) and the County. The selected Proposer(s) shall promote and/or teach lessons to:

2.6.3.1 Individuals (Individual Lessons)
2.6.3.2 Groups (Group Lessons)
2.6.3.3 Clinics (Clinic)
2.6.3.4 Demonstrations
2.6.3.5 Coaching

2.6.4 Establish, provide, and promote tennis services to persons of all ability levels and in accordance with Americans with Disabilities Act (ADA) requirements.

2.6.5 Accommodate existing or promote new league play and Tournaments at the Tennis Center. Types of leagues should include women’s leagues, men’s leagues, mixed doubles leagues, doubles leagues, junior’s leagues, teen’s leagues, etc. One (1) or more which may exist in some fashion at different levels of skill or ability.

2.6.6 Assist PROS in the establishment, operation, and tabulation of tennis Tournaments as requested by PROS, including participation in establishing specific needs for individual Tournaments.

2.6.7 Establish, manage, and promote a Summer Tennis Program and/or camp to offer a youth oriented program geared toward introducing kids to the basics of tennis.

2.6.8 Establish, manage, and promote a Junior Tennis Team at the Tennis Center. The selected Proposer should monitor the following program objectives:

2.6.8.1 Provide opportunities for kids regardless of physical or performance ability.
2.6.8.2 Focus on development of playing skills and not on the outcome of games.
2.6.8.3 Provide a fun and relaxed environment that results in success and continued play.
2.6.8.4 Ensure all kids should play equally.
2.6.8.5 Provide opportunities and grow involvement of girls in sports.
2.6.8.6 Provide co-ed teams where possible.
2.7 County’s Rights and Responsibilities for Tennis Centers

2.7.1 The County shall have sole discretion in determining what related services may or may not be provided. The County may allow the selected Proposer to provide additional services and/or use County adjacent space or within the Parks, upon such terms as the parties may agree. Such additional services must follow the theme of the approved purpose of any agreement issued as a result of this solicitation. The County shall have sole discretion in determining what additional related services may or may not be provided.

2.7.2 The County may, at its sole and absolute discretion grant exceptions to change or modify tennis courts surfaces, for tennis related usages (racquet sports) at the Proposer’s expense, based on written permission submitted to the County for approval. These exceptions would require plans, and or drawings changes, in reference to tennis court usage and include an outcome statement that complies with the master plan of the proposed county facility.

2.7.3 The County shall have the right to request revision of: 1) prices on all Goods and Services provided by the selected Proposer(s), 2) selected Proposer’s reservation policy for Tennis Center related rentals, and 3) selected Proposer’s schedule of intended hours of operation and staffing levels which shall be implemented by the selected Proposer.

2.7.4 The County reserves the right to schedule special events that may preclude the selected Proposer(s) from operating in the Facilities or providing the Services, or a portion thereof, for a limited time. The County will use reasonable efforts to notify the selected Proposer(s) as early as possible of these special events.

2.7.5 The County shall have the right, without limitation, to monitor and test the quality of Services of the selected Proposer(s), 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.

2.6.8 Provide a fair and unbiased team selection process.
2.6.9 Operate and manage the Pro Shops to offer:
  2.6.9.1 Tennis racquet services, including racquet stringing and repair.
  2.6.9.2 Various food and beverages.
  2.6.9.3 Retail items related to the Tennis Center operations.
2.6.10 Assist in fundraising activities to provide additional funds for PROS capital improvements at the Tennis Centers.
2.6.11 Actively promote and market the Tennis Centers to foster awareness of provided services and to attract and retain customers.
2.6.12 Furnish prompt and efficient service that meets the tennis patrons’ needs and all other reasonable demands, including, but not limited to personnel and the effectiveness of its cash handling procedures, through the
2.6.13 Manage, operate, and maintain the Facilities and provide Services in a manner that will be safe and customer-oriented with prompt service, complaint resolution, effective employee performance and training and timely initiation and completion of all Work.
2.6.14 Take care of the Facilities and using the same in a careful manner and, at its own expense, repair County property and Facilities damaged by its operations.
2.6.15 Keep all equipment and supplies necessary to maintain the Facilities in the same condition as at the commencement of any Agreement issued as a result of this RFP or better.
2.6.16 Provide assistance, expertise, and technical advice to the County regarding general changes in the industry rules and regulations, safety and operation of the Facilities, suggesting the types of equipment, merchandise, services, and promotional methods associated with this type of operation.
2.6.17 Ensure employees are distinctively uniformed or appropriately attired so as to be distinguishable as the selected Proposer’s employees and not as employees of the County.
2.6.18 Provide all labor and materials to repair and maintain the day-to-day operations of the Facilities, including, but not limited to net, wind screen, tennis pro shop and building light bulb, and ballast replacements, etc.
2.6.19 Prepare plan(s) for emergencies, including, but not limited to, fire, 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 the Park in which the Facilities reside.
2.6.20 Advise PROS of schedules of Clinics, Tournaments, and any relevant information on tennis, tennis merchandising, tennis management, etc.

Provide PROS with prompt service, complaint resolution, effective employee performance and training and timely initiation and completion of all Work.

Furnish prompt and efficient service that meets the tennis patrons’ needs and other reasonable demands, including, but not limited to personnel and the effectiveness of its cash handling procedures, through the

The County shall have the authority to make periodic reasonable inspections of all the Facilities, equipment, and operations during the normal operating hours thereof to determine if such are being maintained in a neat and orderly condition. The selected Proposer(s) shall be required to 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 selected Proposer(s) is operating in compliance with the terms and provisions of this Contract.

The County reserves the right to determine the attractiveness and appropriateness of the Facilities and to request that the selected Proposer(s) make changes, if necessary, and such determinations by the County shall be considered final.

The County shall have the right, at its sole cost and expense, without limitation, to make any repairs, alterations and additions to any structures and facilities, including the Facilities 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, alterations and additions.

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 Facilities including: electricity, water, and sewerage charges under this Contract.

The County shall be responsible for tennis court lighting fixtures and light bulb replacement/installation.

The County shall be responsible for one (1) court resurfacing and/or painting at least every five (5) years.

The County shall provide a dumpster within the Park for selected Proposer to discard trash.

The County shall be responsible for mowing, landscaping, and tree maintenance as needed at the Facilities.

The County shall have the right to approve or deny in writing any subcontractors in its sole discretion.

The County reserves the right to close the Facilities prior to an act of nature and keep said Facilities closed until deemed safe in the opinion of the County.

2.8 Selected Proposer’s Rights and Responsibilities for Tennis Centers

2.8.1 Selected Proposer(s) 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.

2.8.2 Selected Proposer(s) shall be responsible for trash service and pest extermination service within the Facilities. The selected Proposer(s) shall keep the Facilities and equipment clean at all times. If the Facilities and equipment are not kept clean in the opinion of the County, the selected Proposer(s) will be advised and if correction action is not immediately taken, the County will cause the same to be cleaned and/or treated and the selected Proposer(s) shall assume responsibility and liability for such cleaning and/or extermination costs associated.

2.8.3 Selected Proposer(s) shall be responsible for the daily upkeep of the Tennis Centers and applicable equipment, and facilities. The selected Proposer(s) shall repair and maintain the Tennis Centers to include at a minimum:

- Repair and replacement of nets, wind screens, furniture, and any other equipment and fixtures located within the Tennis Centers.
- Pressure cleaning of tennis courts at least once every eight (8) months.
- Installed and/or upkeep of existing windscreens.
- Ensure exterior Tennis Center Pro Shop walls are clean and painted, as approved by PROS.
- Selected Proposer shall seek approval from PROS on color of paint to be utilized prior to painting.
- Maintain chain-link access control fence and gates in a manner so that the fence is not in any way damaged, ensuring there are no obvious breaks, that it is firmly attached to erecting poles, and that the chain links have all associated hardware intact.
- Maintain existing cement sidewalk from the parking lot to and from the court, entrance gates and to and from Pro Shops (if applicable), and spectator areas so as to keep the areas safe to walk through by park patrons.
- Maintain sidewalks are free of debris.
- Maintain ample roll dries for each court and an ample supply of replacement roll dry units to ensure courts can be adequately dried after rain.
- Provide and maintain Tennis Center trash cans by placing them in the spectator seating areas and Pro Shop area (if applicable). The trash cans should be emptied into the County provided dumpster within the Park when filled to capacity and should never have trash overflowing.
2.8.3.10. Should the Tennis Center have restrooms, Proposer shall maintain restrooms by cleaning daily, removing trash, and restocking of all paper supplies as necessary.

2.8.4. The selected Proposer(s) shall, at its sole cost, obtain all permits, licenses, and approvals required for operation and performance under this Contract.

2.8.5. Selected Proposer(s) shall Comply with Miami-Dade County Ordinance No. 08-07, Chapter 26, "Miami-Dade County Park and Recreation Department Rules and Regulations, Article III, "The Shannon Melendi Act". The selected Proposer(s) shall ensure that all selected Proposer's management, staff, and volunteers:

2.8.5.1. Have had nationwide criminal background checks conducted by a Professional Background Screener.

2.8.5.2. Have been screened through the Florida Department of Law Enforcement Sexual Predator/Offender Database, and a check of the National Sex Offender Public Registry.

2.8.5.3. Have been verified as being United States Citizens or having legal immigrant status employment.

2.8.5.4. 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 this Ordinance and that an arrest will be reported to the selected Proposer(s) within forty-eight (48) hours of such arrest.

2.8.5.5. Wear picture identification at all times while on County property and when in direct contact with tennis patrons and the general public.

2.8.5.6. 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 selected Proposer shall provide the County with access to these records annually, or at the request of the County.

2.8.6. The selected Proposer(s) 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 selected Proposer.

2.8.7. It shall be the selected Proposer’s full responsibility to secure the Facilities 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 selected Proposer’s equipment, supplies, other personal property, money, etc.

2.8.8. The selected Proposer(s) shall ensure their emergency evacuation plan and hurricane plan coincides with the County’s emergency evacuation and hurricane plan as set forth for the Facilities.

2.8.9.1. Selected Proposer(s) shall repair all damage to the Facilities and/or Park caused by the selected Proposer(s), its employees, agents, or independent contractors.

2.8.9.2. Selected Proposer(s) 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 competent performance and fulfillment of the responsibility of the selected Proposer under this Contract and to accept all notices provided for herein throughout the term of this Contract or any extensions thereof.

2.8.10. A management person of the selected Proposer(s) shall be on call, at all times, for emergencies or other matters related to the operations under this Contract.

2.8.11. All equipment and personal property furnished by selected Proposer(s) shall be of good quality and suitable for its purpose.

2.8.12. Selected Proposer(s) shall use the Facilities 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 Charter of Miami-Dade County.

2.8.13. No alcoholic beverages are permitted on the tennis courts at any time and selected Proposer(s) are responsible for conduct of patrons during rentals.

2.8.14. Selected Proposer(s) shall not permit the Facilities 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 Facilities or Parks or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the Facilities or Parks; (v) materially impair or interfere with the proper and economic cleaning, heating, ventilating or air-conditioning of the Facilities or Parks; or (vi) cause structural injury to the Facilities or Parks; or (vii) impair or interfere with the physical convenience of any of the occupants of the Facilities or Parks; or (viii) impair any of the it’s other obligations under this Contract.
2.8.152 2.14 Throughout the term of this Agreement, including any renewal term, the Selected Proposer(s) shall be responsible for the timely payment (i.e., before delinquency) of any and all taxes levied on the selected Proposer(s), which taxes relate to, arise out of, or are a result of the operations and/or performance under this Agreement. The selected Proposer’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.

2.8.16 Selected Proposer(s), at its expense, shall make promptly: all repairs, ordinary or extraordinary, interior or exterior, structural or otherwise, in and about the Facilities or Parks as shall be required by reason of (i) the performance of any work on the Facilities; (ii) the installation, use or operation of selected Proposer’s property; (iii) Selected Proposer’s portion of the utility lines in the Facilities, if damaged due to selected Proposer’s negligence; (iv) the moving of selected Proposer’s property in or out of the Facilities or Parks; (v) the misuse or neglect of the Facilities or Park by selected Proposer(s) or any of its employees, agents, contractors, or customers including the failure or neglect to make the repairs required. Selected Proposer shall repair all damages to the Facilities and/or Parks caused by the selected Proposer(s), its employees, agents, or independent contractors.

2.8.152 2.15 Selected Proposer(s) shall be responsible for conduct of all individuals or groups renting the Facilities.

2.8.132 2.17 Selected Proposer(s) shall maintain a listing or log of the use of the all tennis courts. The log, at a minimum, should contain reservations made and used including number of players and the date and time used.

2.8.202 2.18 Selected Proposer(s) shall refrain from utilizing outside Park surfaces for commercial advertisements including logo ads.

2.8.322 2.19 Selected Proposer(s) shall request prior written approval from Park Manager for all tournaments, special events, or additional facility usage.

2.8.322 2.20 Selected Proposer(s) 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.

2.8.322 2.21 Selected Proposer(s) shall request approval from the County in writing in advance for use of any subcontractors.

2.8.322 2.22 Selected Proposer(s) shall be responsible for any costs associated with a Force Majeure act at the Facilities 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. In addition, such expenses by the selected Proposer(s) shall not be considered for Park Capital Improvements and the associated Option to Renew periods.

2.9 Additional Services
The County, at its sole discretion, may allow the selected Proposer(s) to provide additional services and/or use additional or substitute space within the Facilities, upon such terms as the parties may agree. Any additional services must be associated with, and be incidental to, normal tennis center operations. However, any right to additional services and space by selected Proposer(s) are subordinate to the County’s right to provide the additional service or use additional space itself and the County’s right to contract with others. Any changes shall be added to this contract by formal written modification.

2.9 Additional Locations
The County, at its sole discretion, reserves the right to add similar Facilities to a selected Proposer’s contract or expand a selected Proposer’s Services to another park if deemed to be in the best interest of the County. Any additions of Facilities or expansion of Services to a selected Proposer’s contract may be subject to negotiations with other selected Proposers. Upon award of the additional Facility or expansion of Services, the selected Proposer’s agreement will be supplemented, identifying additional Facility and/or Service and revenue information.

2.10 Payment of Revenue to the County
It is the intent of the County that the best possible services be provided to the public, while generating revenues. The selected Proposer(s) shall pay a guaranteed monthly fixed fee to the County for the operation and management of the Facilities and other applicable services. It is expected that Proposers calculate and take into consideration changes in the industry, economy, etc. and reflect these accordingly in the proposed guaranteed monthly fixed fee for each year.
### 3.0 RESPONSE REQUIREMENTS

#### 3.1 Submittal Requirements

In response to this Solicitation, Proposers should complete and return the entire Proposal Submission Package, including the appropriate Proposer Information Section and Form – Revenue Proposal Schedule for each Tennis Center in which Proposer wishes to be considered for award. 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.

Proposers must be able to substantially demonstrate that they have the capacity and resources to manage all operations in which they are proposing. The Proposer(s) must list the names of all key personnel and their corresponding titles and job descriptions. If the Proposer(s) are proposing on multiple parks and using the same personnel for multiple parks, the Proposer(s) must provide a detailed description of how the personnel will be able to handle multiple roles/parks.

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

#### 4.0 EVALUATION PROCESS

##### 4.1 Review of Proposals for Responsiveness

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

##### 4.2 Evaluation Criteria

Proposals will be evaluated by a Competitive Selection Committee which will evaluate and rank proposals on criteria listed below. The Competitive Selection Committee 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 Competitive Selection Committee is balanced with regard to both ethnicity and gender. For each Tennis Center, proposals will be scored and ranked separately. Proposals for a specific Tennis Center will only be ranked against proposals for that same Tennis Center. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Competitive Selection Committee member.

<table>
<thead>
<tr>
<th>Technical Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposer’s, key personnel’s, and subcontractor’s (including Proposer’s key personnel and/or subcontractors that are assigned to this project) relevant experience, qualifications, capabilities, and past performance providing services as specified in this RFP</td>
<td>20</td>
</tr>
<tr>
<td>Proposer’s approach to providing the services requested in this RFP</td>
<td>20</td>
</tr>
<tr>
<td>Proposer’s Pro Forma and Financial Capability</td>
<td>10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Revenue Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guaranteed monthly fee</td>
<td>50</td>
</tr>
</tbody>
</table>
4.3 Revenue Evaluation
The revenue 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 revenue 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 revenue of the contract as may be in the best interest of the County. In order to be considered responsive, Proposers must submit revenues for each year, including the option-to-renew years.

4.4 Oral Presentations
Upon evaluation of the technical and revenue criteria indicated above, rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee deems further consideration is warranted based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentation(s), the Competitive Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.5 Overall Ranking
Following the evaluation and ranking of the proposals, the Competitive Selection Committee will recommend that contract(s) be negotiated with the highest ranked responsive, responsible Proposer for each Tennis Center.

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

Following the evaluation and ranking of the proposals, the Competitive Selection Committee will recommend that contract(s) be negotiated with the highest ranked responsive, responsible Proposer for each Tennis Center.

4.66 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 (5%) 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.

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

4.88 Negotiations
The Competitive Selection Committee 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 revenue and conditions attendant to revenue.

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

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

4.99 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.

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

5.0 TERMS AND CONDITIONS

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

a) Vendor Registration
Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: http://www.miamidade.gov/procurement/vendor-registration.asp. Then, the recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate at the time it submitted a response to the Solicitation by completing an Affirmation of Vendor Affidavit form as requested by the County.

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

c) Inspector General Reviews
According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated.

d) Shannon Melendi Act
Contractor shall conduct background checks on all owners, staff, and volunteers pursuant to Miami-Dade County Ordinance No. 08-07 and ensure the safety of the patrons of the Park by meeting the requirements of Chapter 26 “Miami-Dade County Park and Recreation Department Rules and Regulations, Article III, The Shannon Melendi Act.”

e) Polystyrene Products Ban
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 selected Proposer.

6.0 ATTACHMENTS

Attachment A – Article 7 of the Home Rule Amendment and Charter
Attachment AB – Tropical Park Map
Attachment BC – Continental Park Map
Attachment BCD – Ives Estates Park Map
Attachment BE – Ron Ehmann Park Map
Attachment BCE – Tamiami Park Map

Draft Form of Agreement
Web Forms — Proposal Submission Package including; Proposal Submittal Form, Fair Subcontracting Practices Affidavit, Subcontractor/Supplier Listing, and Lobbyist Registration Form, and Contractor Due Diligence Affidavit

Proposer Information Section – Tropical Park*
Proposer Information Section – Continental Park*
Proposer Information Section – Ives Estates Park*
Proposer Information Section – Ron Ehmann Park*
Proposer Information Section – Tamiami Park*

Form 1A – Revenue Proposal Schedule – Tropical Park*
Form 1B – Revenue Proposal Schedule – Continental Park*
Form 1C – Revenue Proposal Schedule – Ives Estates Park*
Form 1D – Revenue Proposal Schedule – Ron Ehmann Park*
Form 1E – Revenue Proposal Schedule – Tamiami Park*
obligations or other refundings secured by revenues or taxes collected within the proposed municipality’s area and that neither the new municipality nor its elections shall take any action that would adversely affect the County’s bond or other debt obligations that are secured by taxes or revenue from the area constituting the new municipality.

SECTION 601. CONTRACTS WITH OTHER UNITS OF GOVERNMENT.

Every municipality in this county shall have the power to enter into contracts with other governmental units within or outside the boundaries of the municipality or the county for the joint performance or performance by one unit in behalf of the other of any municipal function.

SECTION 605. FRANCHISE AND UTILITY TAXES.

Revenues realized from franchise and utility taxes imposed by municipalities shall belong to municipalities.

ARTICLE 7
PARKS, AQUATIC PRESERVES, AND PRESERVATION LANDS

Note: This Article does not apply to municipal property in Coral Gables, Hialeah, Hialeah Gardens, Miami, North Bay Village, North Miami, West Miami, and West Miami Beach. See Section 706.

SECTION 701. POLICY.
Parks, aquatic preserves, and lands acquired by the County for preservation shall be held in trust for the education, pleasure, and recreation of the public and they shall be used and maintained in a manner which will leave them unimpaired for the enjoyment of future generations as a part of the public’s irreplaceable heritage. They shall be protected from commercial development and exploitation and their natural landscape, flora and fauna, and scenic beauty shall be preserved. In lands acquired by the County for preservation and in parks along the Ocean or the Bay the public’s access to and view of the water shall not be obstructed or impaired by buildings or other structures or encroachments which are in excess of 1000 square feet each. Adequate maintenance shall be provided.
A. Appropriate access roads, bridges, fences, lighting, flag poles, entrance features, picnic shelters, tables, grills, benches, irrigation systems, walls, erosion control devices, utilities, trash removal, parking and security and like facilities for the primary use of the park system;
B. Food and concession facilities each not in excess of 1,000 square feet of enclosed space, with any complementary outdoor or covered areas needed to service park patrons;
C. User participation non-spectator recreation and, playground facilities, golf courses and golf-course related facilities, and bandstands and band shells containing less than 1,000 spectator seats and athletic facilities, sports fields and a corner containing less than 5,000 spectator seats;
D. Facilities for marinas, sightseeing and fishing boats, visiting military vessels, and fishing;
E. Park signage and appropriate plaques and monuments;
F. Rest rooms;
G. Fountains, gardens, and works of art;
H. Park service facilities, senior, day care and preschool facilities, small nature centers with not more than one classroom;
I. Film permits, temporary tents, art exhibits, performing arts, concerts, cultural and historic exhibitions, matches, athletic contests and tournaments, none of which require the erection of permanent structures;
J. Advertising in connection with sponsorship of events or facilities in the park, provided however, all such facilities and uses are compatible with the particular park and are scheduled so that such events do not unnecessarily impair the public use of the park or damage the park;
K. Programming partnerships with qualified federal tax exempt not-for-profit youth, adult, and senior cultural, conservation, and parks and recreation program providers;
L. Agreement with cable, internet, telephone, electric or similar service providers or utilities, so long as any installations are underground or do not adversely impact natural resources or park facilities and uses;
M. Campgrounds and limited overnight camping accommodations in cabins/lodges only for park patrons at Camp Macarolle;
N. Miami-Dade County Public Library System facilities providing library services to the public so long
as such library facilities are established within recreation facilities, are compatible within the surrounding park and do not unreasonably impair the public use of the park.

No park facilities, golf courses, or County lands acquired for preservation shall be converted to or used for non-park office, purpose, or uses. The County, the municipalities, and agencies or groups receiving any public funding shall not expend any public money or provide any publicly funded services to any project which does not comply with this Article. No building permit or certificate of occupancy shall be issued for any structure in violation of this Article. The restrictions applying to parks in this Article shall not apply to the Dade County Youth Fair site at Tamiami Park and to any expansion of Florida International University onto no more than 64 acres tharina upon the relocation of the Miami-Dade County Fair & Exposition, Inc. No County funds shall be used for the University’s expansion as for the required relocation of the Miami-Dade County Fair & Exposition, Inc. The restrictions applying to parks in this Article shall not apply to the Metro Zoo, Tamiami Stadium, Hardover Fishing Pier, the Dade County Auditorium, the Museum of Science, the Gold Coast Railroad Museum, Vizcaya Museum and Gardens, Toll Glade Range, the Orange Bowl, the Commodore Ralph Munroe Marine Shriners, the Seaquarium, Currituck Park, and stadium, tennis, baseball, football, soccer, hockey, or Miami-Dade County Regional Soccer Park on NW 88th Street, and mini and neighborhood parks except that no mini or neighborhood park may be leased or disposed of unless a majority of the residents residing in voting precincts any part of which is within 1 mile of the park authorize such sale or lease by majority vote in an election.

SECTION 703. ENFORCEMENT AND CONSTRUCTION.

All elections required by this Article shall be held either in conjunction with state primary or general elections or as part of bond issue elections. The provisions of this Article may be enforced by a citizen alleging a violation of this Article filed in the Dade County Circuit Court pursuant to its general equity jurisdiction; the plaintiff, if successful, shall be entitled to recover costs as fixed by the Court. The provisions of this Article shall be liberally construed in favor of the preservation of all park lands, aquatic preserves, and preservation lands. If any provision of this Article shall be declared invalid it shall not affect the validity of the remaining provisions of this Article. This Article shall not be construed to illegally impair any previously
ATTACHMENT B – TROPICAL PARK MAP
The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective the date of the parties' execution and shall continue through the last day of the last month of the five (5) year term. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period of five (5) additional years. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the County
   a) Project Manager: Miami-Dade County Parks, Recreation, and Open Spaces Department
      275 NW 2nd Street, 5th Floor
      Miami, FL 33128
      Attention: TBD
      Phone: TBD
      E-mail: TBD

   and,

   b) Tennis Center Manager: Miami-Dade County Parks, Recreation, and Open Spaces Department
      Insert address here
      Insert address here
      Attention: Insert name here
      Phone: Insert phone number
      E-mail: Insert email address

   and,

   c) Contract Manager: Miami-Dade County Internal Services Department, Procurement Management Division
      111 NW 1st Street, Suite 1375
      Miami, FL 33128
      Attention: TBD
      Phone: TBD
      E-mail: TBD

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. REVENUE FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the revenue the Contractor will provide to the County for the Work and Services to be performed under this Contract. The revenue for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be pursuant to Form 1–Revenue Schedule.

ARTICLE 8. REVENUE

Revenue shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer additional revenue to the County at any time during the Contract term, including any renewal or extension thereof. The County reserves the right to negotiate revenues based on the following (but not limited to): sales, economic factors, and/or the best interest of the County.
ARTICLE 9.

INDEMNIFICATION AND INSURANCE

f) The Contractor shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Agreement. The Contractor shall be responsible for all insurance required by any applicable local, state, or federal law or this Agreement, including Workmen’s Compensation, Professional Liability, and other policies required by law. The insurance required shall be placed with insurers acceptable to the County, and the Contractor shall provide evidence of these policies in the form of certificates of insurance in a form acceptable to the County.

b) The Contractor shall hold the County harmless from any claims, suits, or actions brought against the County arising from or related to the performance of this Agreement. The Contractor shall provide evidence of insurance to the County to cover the Contractor’s financial responsibility for any claims, suits, or actions brought against the County.

c) The Contractor shall maintain all insurance required by this Section. The Contractor shall provide the County with proof of insurance coverage in a form acceptable to the County, including evidence of insurance policies, endorsements, and certificates of insurance.

d) The Contractor shall notify the County of any changes to the insurance policies, including increases or decreases in coverage.

ARTICLE 10.

DISPUTES

f) All disputes arising under or in connection with this Agreement shall be submitted in writing by the Contractor to the County Mayor for a decision. The decision of the County Mayor shall be final and conclusive and shall be binding on the Contractor and the County. The Contractor shall have the right to appeal any decision of the County Mayor to a higher court of competent jurisdiction.

e) The Contractor shall pay all costs, judgments, and attorney’s fees which may issue thereon. The Contractor shall be entitled to recover the balance of such Guaranteed Monthly Fee or pursue any other remedy provided in this Contract, at law or in equity, after the decision of the County Mayor.

b) The Contractor may assert any claim, suit, or action that may arise under or in connection with this Agreement. The Contractor shall notify the County of any such claim, suit, or action within 10 days of the occurrence, event or act out of which the dispute arises.

c) The County may assert any claim, suit, or action that may arise under or in connection with this Agreement. The County shall notify the Contractor of any such claim, suit, or action within 10 days of the occurrence, event or act out of which the dispute arises.

ARTICLE 11.

RIGHTS, AUTHORIZATIONS, AND AGREEMENTS

f) The County Mayor may base this Award of this Contract on the receipt of the insurance documents, as required, within ten (10) business days of execution of the Agreement. The County Mayor may also extend the terms of this Agreement for a reasonable period of time to allow the Contractor to comply with all insurance requirements.

e) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of persons with the necessary skills, equipment, and materials to perform the Services.

d) The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable notice.

c) The County reserves the right to retain such amount from payments to the Contractor in the event of any material breach of this Agreement by the Contractor.

ARTICLE 12.

CONTRACT EXTENSION

f) Upon County’s notification, the Contractor shall furnish to the Internal Services Department, Procurement Management Division, all indications of the Contractor’s estimates of the costs of the services to be performed under this Agreement.

e) The Contractor shall submit to the Project Manager and County Contract Manager on or before the 60th day following the end of each year the Contractor’s Proposals for the next year.

ARTICLE 13.

QUALITY ASSURANCE/QUALITY ASSURANCE

f) The Contractor shall provide to the County a copy of the Contractor’s Quality Assurance Plan for each project.

e) The Contractor shall perform quality assurance activities in accordance with the requirements of the Quality Assurance Plan.

d) The Contractor shall provide to the County a copy of the Contractor’s Quality Assurance Plan for each project.

c) The Contractor shall perform quality assurance activities in accordance with the requirements of the Quality Assurance Plan.
Miami-Dade County, FL  

RFP No. RFP-00421

ARTICLE  III

B) RIGHTS AND RESPONSIBILITIES

Miami-Dade County shall not be liable for any injury or damage to the Contractor’s property resulting from the Contractor’s failure to comply with County specifications, instructions, or safety regulations.

The Contractor shall have the obligation, at the County’s option to (i) modify, or require that the applicable subcontractors or suppliers modify, any computer programs, data, documentation, or copies thereof which may contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use.

The Contractor shall have the obligation to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement. The Contractor shall use all reasonable care to prevent any unauthorized disclosure or use of Confidential Information.

The Contractor shall not sell, transfer, publish, disclose, display, license or otherwise make available to others any Confidential Information with respect to the use of the Contractor’s equipment, software, or data. Without the prior written consent of Miami-Dade County, the Contractor shall not use the Confidential Information by any of its employees or agents, or subcontractor’s or supplier’s employees, present or former. In addition, the Contractor shall not disclose the Confidential Information to its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. The Contractor’s obligations as to confidentiality shall not be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

The Contractor shall have the obligation to meet all official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement. The Contractor shall use all reasonable care to prevent any unauthorized disclosure or use of Confidential Information.

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The Contractor’s obligations as to confidentiality shall not be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.
 impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of

Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent fee in

funds grants; and (n) interlocal agreements.

No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of

No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of

Any individual holding office, employment, or compensation of any kind from the County or any person or agency acting for Miami,

Subject to approval of the County

Subject to approval of the County

Subject to approval of the County

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof.

The Contractor represents that:

The Contractor represents that:

The Contractor represents that:

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of

Any party to this Agreement shall maintain, at its own expense, insurance for the benefit of the other party to this Agreement as may be required

The terms of this Article shall not impose any liability on the County by the Contractor in connection with this Agreement. The terms of

Sanctions communicated in any way with any contractor, department, board, agency, commission or other organization or any person, whether

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits.

Miami

Dade County Code Section 1076 of the Code of Miami

The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts:

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FORM 1 – REVENUE SCHEDULE

***TO BE COMPLETED DURING NEGOTIATIONS***
Miami-Dade County, FL

PROPOSER INFORMATION – TROPICAL PARK

Proposer's Experience and Past Performance

- Describe Proposer's past performance and experience and state the
- Include in description the types of activities, lessons, prices, etc.
- Provide a Pro Forma Statement showing five (5) years of projected
  - Provide a project schedule
  - Provide the proposed safety rules for the facility and describe all relevant signage that will be displayed throughout the Tennis Center.
  - Provide in detail how the Proposer shall establish and promote the Junior Tennis Team.
  - Provide in detail how the Proposer shall establish and promote the Summer Tennis Program/Camp describing
  - Provide in detail the proposed maintenance plan for the Tennis Center including the equipment
  - Note: After proposal submission, but prior to the award of any Contract issued as a result of this Solicitation, the Proposer has either ongoing or completed within the past three years. The description should identify for each project:
  - Name of the County Department which administered or administered the contract,
  - Description of work,
  - Total dollar value of the contract,
  - Dates covering the term of the contract,
  - County contact person and phone number,
  - Statement of whether Proposer was the prime contractor or subcontractor, and
  - Entities (excluding any work performed for the County).

- Note: After proposal submission, but prior to the award of any Contract issued as a result of this Solicitation, the Proposer will acquire the certifications requested prior to award of a Contract.

- List the names and addresses of all first tier subcontractors, and describe the extent
- List all contracts which the Proposer has performed for Miami
  - List and describe those projects performed for government clients or similar size
- Where possible, list and describe those projects performed for government clients or similar size
- Where possible, list and describe those projects performed for government clients or similar size
- Where possible, list and describe those projects performed for government clients or similar size
Where possible, list and describe those projects performed within the past three years. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the contractor or subcontractor, and (vii) state any change in personnel involved within the last three (3) years.
Where possible, list and describe those projects. As such, the Proposer must list and describe all work performed for Miami.

Describe Proposer's approach to actively promoting and marketing the Tennis Center to the public.

Describe how the Proposer will screen and complete a nationwide criminal background check for its staff (employees and volunteers).

Provide the proposed safety rules for the facility and describe all relevant signage that will be displayed throughout the Tennis Center.

Describe the types of activities, lessons, prices, etc. in detail how the Proposer shall establish and promote the Summer Tennis Program/Camp, describing the types of activities, lessons, prices, etc.

Provide preliminary action plans for the establishment and promotion of the programs and events.

Describe the Proposer's management approach to ensuring the same level of qualification and experience of all proposed key personnel who are to be assigned to this project.

Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years.

State the Proposer's: (i) the name of the Proposer, (ii) the company's address, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the contractor or subcontractor, and (vii) statement of whether Proposer was the prime contractor or subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on comparable contracts performed and the cost implications of the exception(s).

Note: After proposal submission, but prior to the award of any contract issued as a result of this Request for Proposal, Proposer shall submit a statement of whether Proposer was the prime contractor or subcontractor, and (vii) statement of whether Proposer was the prime contractor or subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on comparable contracts performed and the cost implications of the exception(s).

Provide a project schedule identifying specific key tasks and duration for start and completion dates covering the term of the contract.

Describe how the Proposer will acquire the certifications requested prior to award of a contract.

Describe Proposer's approach to ensuring timely and accurate reporting of all services provided and revenues received.

Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years.

State the Proposer's: (i) the name of the Proposer, (ii) the company's address, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the contractor or subcontractor, and (vii) statement of whether Proposer was the prime contractor or subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on comparable contracts performed and the cost implications of the exception(s).

Note: After proposal submission, but prior to the award of any contract issued as a result of this Request for Proposal, Proposer shall submit a statement of whether Proposer was the prime contractor or subcontractor, and (vii) statement of whether Proposer was the prime contractor or subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on comparable contracts performed and the cost implications of the exception(s).

Proposed Approach to Providing the Services

1. Description of theProposer's experience, qualifications and other vital information, including relevant experience on comparable contracts performed and the cost implications of the exception(s).

2. Description of similar contracts similar in scope of services to those requested herein.

3. Description of comparable contracts similar in scope of services to those requested herein.

4. Description of comparable contracts similar in scope of services to those requested herein.

5. Description of comparable contracts similar in scope of services to those requested herein.

6. Description of comparable contracts similar in scope of services to those requested herein.

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22. Description of comparable contracts similar in scope of services to those requested herein.

23. Description of comparable contracts similar in scope of services to those requested herein.

24. Description of comparable contracts similar in scope of services to those requested herein.

25. Description of comparable contracts similar in scope of services to those requested herein.

26. Description of comparable contracts similar in scope of services to those requested herein.

27. Description of comparable contracts similar in scope of services to those requested herein.

Pro Forma Statement showing five (5) years of projected participation, sales, and expenses. Inflated statements or statements reflecting past performance shall not be accepted.

Provide preliminary action plans for the establishment and promotion of the programs and events.

Describe the Proposer's management approach to ensuring the same level of qualification and experience of all proposed key personnel who are to be assigned to this project.

Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years.

Describe the Proposer's approach to ensuring the same level of qualification and experience of all proposed key personnel who are to be assigned to this project.

Include in description the types of activities, lessons, prices, etc. in detail how the Proposer shall establish and promote the Summer Tennis Program/Camp, describing the types of activities, lessons, prices, etc.
Proposer has either ongoing or completed within the past three years. Where possible, list and describe those projects performed for government clients or similar size private entities (i.e., Miami-Dade County employees or subconsultants). Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection process.

Provide a sample list of Goods and Services the Proposer is proposing to offer at the facility.

Provide a project schedule identifying specific key tasks and duration for start and completion.

Describe Proposer's approach to patron requests for Tennis Court rentals.

Describe in detail how the Proposer shall establish and promote the Junior Tennis Team, describing the types of activities, lessons, prices, etc.

Describe in detail how the Proposer shall establish and promote the Summer Tennis Program/Camp, describing the types of activities, lessons, prices, etc.

Describe Proposer's approach to ensuring the same level of qualification and experience of all proposed key personnel who are involved and to attract and retain customers.

Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects of each subcontractor.

Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered.

Describe how the Proposer will screen and complete a nationwide criminal background check for its staff (employees and volunteers) and the employees or subconsultants or subconsultants and shall include the functions to be performed by the key personnel.

Proposer shall provide 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 an officer, indicating the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition.

Include a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either completed within the past three years or is currently performing.

Provide a Pro Forma Statement showing five (5) years of projected participation, sales, and expenses. Inflated statements or statements not readily available in a timely manner are subject to rejection.

Describe in detail how the Proposer shall establish and promote the Tournaments, describing the types of activities, lessons, prices, etc.

Provide information regarding financial strength of the Proposer and the Proposer's ability to provide reasonable working capital for operations and site improvements (if needed).

List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor.
Provide a Pro Forma Statement showing five (5) years of projected sales and expenses. Inflated statements or statements skewing projected revenues or expenses may result in disqualification.

Note: After proposal submission, but prior to the award of any Contract issued as a result of this Request for Proposal, Proposer shall provide written assurance indicating that the Proposer’s financials meet the requirements outlined herein and shall provide a current Certificate of Financial Responsibility to the County.

Describe Proposer’s approach to ensuring the same level of qualification and experience of all proposed key personnel who are identified in its proposal.

Provide resumes, if available, with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

Provide an organizational chart showing all key personnel, including their titles, to be involved within the last three (3) years.

Provide preliminary action plans for emergencies, including but not limited to, fire, acts of nature, etc. with corrective action to be taken in the event of an emergency.

Provide a sample list of Goods and Services the Proposer is proposing to offer at the Pro Shop and their corresponding prices.

Describe Proposer’s approach to reporting timely and accurate reporting of all services provided and revenues received.

Provide information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel who will be assigned to this project.

Provide a sample list of Goods and Services the Proposer is proposing to offer at the Pro Shop.

Describe Proposer’s past performance on County Contracts for consultants and contractors for future County contracts, as well as Proposer’s past performance on other government contracts.

Describe Proposer’s management approach with regards to transition of the Facilitators from current provider of services to Proposer.

Describe Proposer’s approach to program objectives.

Describe Proposer’s approach and plan to perform the required services, including, but not limited to, executive summary; vision and mission; goals and objectives; services to be performed; scope of services; and other relevant information.

Provide detailed information on the Proposer’s personnel, including all partners, managers, seniors and other professional staff that will perform work and/or services in this project.

Where possible, list and describe Proposer’s ongoing or completed projects within the past three years. Where possible, list and describe Proposer’s ongoing or completed projects within the past three years.

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Where possible, list and describe Proposer’s ongoing or completed projects within the past three years.
Proposer’s proposed revenue in Sections 3 and 4 (below) must include all cost elements, including all out-of-pocket expenses, including but not limited to, employee salary, travel, goods, services, and miscellaneous costs and fees.

Renew Year 1 of -

Renew Years will be used for informational purposes only and will not be scored.

Proposer’s proposed revenue rates in Sections 1 and 2 (below) must include all cost elements, including all out-of-pocket expenses, including but not limited to, employee salary, travel, goods, services, and miscellaneous costs and fees.

NOTE: The County from the selected Proposer on or before the first day of the month, without billing.

Proposals submitted with revenues of less than $5,600 in Guaranteed Fee / Month may be considered non-responsive.

Notwithstanding the proposed revenue rates in Sections 2 and 3 (above), the Guaranteed Monthly Fees listed below shall be received by the County from the selected Proposer on or before the first day of the month, without billing.

Guaranteed Monthly Fees for Option 1.

Guaranteed Monthly Fees for Option 2.

Guaranteed Monthly Fees for Option 3.

Guaranteed Monthly Fees for Option 4.

Miami-Dade County, FL

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The Proposer's proposed revenue in Sections 1 and 2 (below) must include all cost elements, including all out of pocket expenses, including but not limited to, employee salary, travel, goods, services, and miscellaneous costs and fees.

NOTE: The County is seeking a Guaranteed Fee / Month may be considered non-responsive.

Proposal submitted with revenues of less than $00. Proposals submitted with revenues of less than $00 in Guaranteed Fee / Month may be considered non-responsive.

The Proposer's proposed revenue in Sections 1 and 2 (below) must include all cost elements, including all out of pocket expenses, including but not limited to, employee salary, travel, goods, services, and miscellaneous costs and fees.

Section 1 will be used to determine the points for the revenue criteria as indicated in Section 2, Evaluation Criteria, of this Solicitation.

The Proposer's proposed revenue in Sections 1 and 2 (below) must include all cost elements, including all out of pocket expenses, including but not limited to, employee salary, travel, goods, services, and miscellaneous costs and fees.

The Proposer's proposed revenue in Sections 1 and 2 (below) must include all cost elements, including all out of pocket expenses, including but not limited to, employee salary, travel, goods, services, and miscellaneous costs and fees.

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<td>Year 12</td>
<td></td>
</tr>
<tr>
<td>Year 13</td>
<td></td>
</tr>
<tr>
<td>Year 14</td>
<td></td>
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<tr>
<td>Year 15</td>
<td></td>
</tr>
<tr>
<td>Year 16</td>
<td></td>
</tr>
<tr>
<td>Year 17</td>
<td>$100.00</td>
</tr>
<tr>
<td>Year 18</td>
<td>$100.00</td>
</tr>
<tr>
<td>Year 19</td>
<td>$100.00</td>
</tr>
<tr>
<td>Year 20</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

Notes:
- Proposer’s proposed revenue in Sections 5 and 6 (below) must include all costs, including all out-of-pocket expenses, including employee salary, travel, goods, services, and miscellaneous costs and fees.
- The County reserves the right to negotiate the final revenue rates.
- The proposed revenue rates of Renew Years will be used for informational purposes only and will not be scored.
- The guaranteed monthly fees listed in Section 1 will be used to determine the points for the revenue criteria as indicated in Section 4.2, Evaluation Criteria, of this Solicitation.
- Proposals submitted with revenues of less than $100.00 in Guaranteed Fee / Month may be considered non-responsive.
Revenue Proposal Schedule

Sections 2 and 3 for Option Service Location Tamiami Park to Renew Years will be used for informational purposes only and will not be scored.

**Guaranteed Monthly Fees listed below shall be received by the County from the selected Proposer on or before the first day of the month, without billing.**

<table>
<thead>
<tr>
<th>Year</th>
<th>Guaranteed Monthly Fee / Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Year 2</td>
<td>$16,000.00</td>
</tr>
<tr>
<td>Year 3</td>
<td>$17,000.00</td>
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<tr>
<td>Year 4</td>
<td>$18,000.00</td>
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<tr>
<td>Year 5</td>
<td>$19,000.00</td>
</tr>
<tr>
<td>Year 6</td>
<td>$20,000.00</td>
</tr>
</tbody>
</table>

The Proposer's proposed revenue shall be submitted on this Form.

Proposer's proposed revenue in Sections 1 and 2 (below) must include all costs elements, including all out-of-pocket responsive.

NOTE: The County is seeking Guaranteed Monthly Fees listed below shall be received by the County from the selected Proposer on or before the first day of the month, without billing.

Proposals submitted with revenues of less than $1,000,000.00 in Guaranteed Fee / Month may be considered non-responsive.