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stimated Cost: <u>\$1,5</u>			Funding Source	Christopher Hutchin : Revenue Generating	<u>18</u>	Phone <u>: _305-375-2163</u>
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Date Returned to DPM: _____

RFP No. . RFP-00421 Miami-Dade County, FL MIAMIDADE COUNTY 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 COUNTY 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 Formatted: No underline, Font color: Auto 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/procur nt/ Formatted: Font: (Default) Arial Narrow Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the Formatted: Font: (Default) Arial Narrow 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

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Miami-Dade County, FL	RFP No <u>.</u> RFP -00421	
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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 Count Spaces (PROS) Department, is soliciting proposals for Tennis Center operations at <u>threefive</u> (<u>35</u>) <u>Centersfacilities</u> : 1) Tropical Park; 2) <u>-Tamiami ParkContinental Park</u> ; <u>and</u> 3) Ives Estates Park; 4) <u>F</u> Park. Services include operating and maintaining tennis courts and pro shops <u>and</u> , providing tennis <u>C</u> <u>L</u> -leagues, <u>T</u> tournaments, <u>S</u> eummer <u>T</u> tennis <u>P</u> program/camps, and other related services, as applicated parks to be considered.	Miami-Dade County Park <u>T</u> tennis Ron Ehmann Park; and 5) Tamiami Group Llessons, Individual Lessons, able. <u>Proposers must propose on all</u>	Formatted: Font: (Default) Arial Narrow
The County anticipates awarding <u>one up to five (5) separate</u> contracts to <u>a</u> Proposers based on the by facility as determined by overall score pursuant to this Solicitation for a ten-year (10) period. The up to two (2) additional five year (5) options to renew based on .	awarded Proposers may qualify for	Formatted: Tab stops: 0.75", Left + 1.5", Left + 2", Left + 2.5", Left + 3", Left + 3.5", Left + 4", Left + 4.5", Left + 5", Left + 5.5", Left + 6", Left
an amount of 25% of the total Guaranteed Monthly Fees over the initial ten year term in Park Capital [For example: If the Guaranteed Monthly Fee was \$1,000, calculation of the Park Capital Improvem as follows: \$1,000 Guaranteed Monthly Fee x 12 months = \$12,000 x 10 years = \$120,000 x 2 Improvements must be approved in writing in advance prior to beginning improvements and mu approved General Plan or as approved by the Department.	ents amount per option to renew is 25% - \$30.000.1 All Park Capital	
The anticipated schedule for this Solicitation is as follows:	•	Formatted: Tab stops: 0.75", Left + 1.5", Left + 2", Left + 2.5", Left + 3", Left + 3.5", Left + 4", Left + 4.5", Left + 5", Left + 5.5", Left + 6", Left
Solicitation Issued:TBDDeadline for Receipt of Questions via Bidsync:TBDProposal Due Date:See front cover for date and time.Evaluation Process:TBDProjected Award Date:TBD		
1.2 <u>Definitions</u> The following words and expressions used in this Solicitation shall be construed as follows, except w another meaning is intended:		
The words ""Additional Services" to mean additions or modifications to the amount, type or value required in this Contract, as directed and/or approved by the County. 4-2. The word "Clinic" to mean teaching of tennis to a group of six (6) or more individuals per Instruct		Formatted: List Paragraph, Left, Tab stops: 0.25", List tab + Not at $0.31" + 1" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6"$
2.3. The word "Coaching" to mean coaching of tennis teams sanctioned by and approved by PROS. 3.4. The word "Contractor" to mean the Proposer that receives any award of a contract from the Co		Formatted: Font: (Default) Arial Narrow, 11 pt, Font color: Black
 also to be known as "the prime Contractor". 4-5. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida. 5-6. The word "Demonstrations" to mean presentation of different aspects of tennis in promotion of the 6-7. The word "Facilities" to mean the tennis courts, pro shop, restrooms, storage areas, and imme courts, pro shop, restrooms, and storage areas as further described in Section 2.0, Scope of Section	diate space surrounding the tennis	
Center. 7.8. The words "Force Majeure" to mean an occurrence outside of either party's control, including but riot, sovereign conduct, or conduct of third parties.		
8-9. The words "Goods" to mean food and beverage items such as, but not limited to, drinks and sna to the Tennis Center operation such as, but not limited to, tennis related clothing, racquets, and 9-10. The words "Gross Receipts" to mean all receipts from the sale of services or merchandise by C Facilities, including such sales as shall in good faith be credited by Contractor in the regular of the regular of the sale of services.	racquet equipment. contractor, sold in, upon, or from the	
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Miami-Dade County, FL — employed at the time of sale at the Facilities, including mail, e-mail, and telephone orders received at the Facilities and off-premises
sales; but shall not be deemed to mean or include the following: amounts credited by Contractor for returned or defective
merchandise; sales, excise and similar taxes; or the proceeds of sales of Contractor's trade fixtures, operating equipment, or other
property used by Contractor in the operation of its business and not acquired or held by it for the purpose of sale. Sales shall be
deemed to have been made when Services or merchandise has been served, shipped, or delivered or when charged against the
purchaser on the books of Contractor, whichever of such events shall first occur.
10.11. The words "Group Lessons" to mean teaching of tennis to a group of individuals not to exceed five (5)
individuals.
14.12. The words "Individual Lessons" to mean teaching of tennis to an individual.
12.13. The word "Instructor" to mean the Contractor or Contractor's key personnel or subcontractors who are certified
by USPTA, USTA, and/or USPTR to teach tennis.
13-14. The words "Junior Tennis Team" to mean a team that is designed for children ages 7-18 which will play in a
League with other Tennis Centers.
14.15. The word "League" to mean organized, structured, tennis play by groups of people over a period of time.
45.16. The words "Park Capital Improvements" to mean the addition of permanent structural change or the restoration of some
aspect of the Park that will either enhance the property's overall value, increase its useful life, or adapt it to a new use in accordance
with Article 7, the Park's approved General Plan, and any other applicable entities having jurisdiction over the Park. All Park Capital
Improvements must be approved in writing in advance prior to beginning improvements.
16-17. The word "Pro" to mean a certified professional-level member of USPTA, USTA, and/or USPTR that provides
tennis instruction services at the Tennis Center.
17.18. The words "Professional Background Screener" to be defined as any person, company, organization or
agency which, for monetary fees, dues, or on a not-for-profit basis, regularly engages in whole or in part in the practice of researching
and assembling criminal history information on specific persons for the purpose of furnishing criminal history reports to third parties.
18-19. The word "Proposal" to mean the properly signed and completed written submission in response to this
solicitation by a Proposer for the Services, and as amended or modified through negotiations.
19-20. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal
Form, submitting a response to this Solicitation.
20.21. The words "Scope of Services" to mean Section 2.0 of this Solicitation which details the work to be performed by the
Contractor for each individual Tennis Center.
24.22. The word "Solicitation" to mean this Request for Proposals (RFP) and all associated addenda and
attachments.
22.23. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the
with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly,
on behalf of the Contractor.
23-24. The words "Summer Tennis Program" to mean a program established for children three (3) to six (6) years of
age where they are engaged in tennis training during the summer.
24-25. The words "Tennis Center" to mean tennis facilities with typically five (5) or more tennis courts and typically
located in large, regional parks where Services are to be performed including all facility components as further described in Section
2.2, Tropical Park Description; Section 2.3, Continental Park Description; Section 2.4, Ives Estates Park Description; Section 2.5,
Ron Ehmann Park Description; and Section 2. <u>4</u> 6,-Tamiami Park Description.
25-26. The word "Tournaments" to mean a scheduled series of games, competitive in nature, between teams from
respective Tennis Centers; either traveling or hosting.
26-27. The acronym "USPTA" to mean United States Professional Tennis Association.
27-28. The acronym "USPTR" to mean United States Professional Tennis Registry.
28-29. The acronym "USTA" to mean United States Tennis Association.
29-30. The word "Utilities" to mean services used or consumed such as, but not limited to, electricity, gas, water, and

sewerage.

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. <u>30.31</u>

1.3 <u>General Proposal Information</u> The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities

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Miami-Dade County, FL in this Solicitation of in the responses received as a result of this process. In the event that a Proposer any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed non-responsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

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

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

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

1.4 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:

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- 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 2-11.1 of the Miami-Dade County Code 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 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission;
 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of 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

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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 <u>Contractor Proposer(s)</u> to provide a broad range of professional tennis instruction and/or facility operation at <u>threevarious</u> County parks: 1) Tropical Park located at 7900 SW 40th Street, Miami, Florida 33155; 2) <u>Tamiami Park located at 11201 SW 24 Street, Miami, Florida 33165</u>. <u>Continental Park located at 10000 SW 82 Avenue, Miami, Florida 33156; and 3</u>) lves Estates Park located at 1475 lves Dairy Road, Miami, Florida 33179. <u>4) Ron Ehmann Park located at 10995 SW 97 Avenue, Miami, Florida 33176; and 5</u>) <u>Tamiami Park located at 11201 SW 24 Street, Miami, Florida 33179</u>. <u>4) Ron Ehmann Park located at 10995 SW 97 Avenue, Miami, Florida 33176; and 5</u>) <u>Tamiami Park located at 11201 SW 24 Street, Miami, Florida 33165</u>. 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 submitsubmittingtal a proposal to:

- 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.
- 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 <u>Tropical Park Description</u>

- 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.

2.2 Continental Park Description

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

2.2.4 Eight (8) lighted tennis courts.

- 2.2.4 A Pro Shop, approximately 100 square feet, located adjacent to the tennis courts which shall be used for the sale of food, beveragee, and/or related merchandise/services.
- 2.2.4 Two (2) storage rooms, approximately 75 square feet each, located adjacent to the restrooms.
- 2.2.4 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:

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Miami-Dade County, FL

.3.4 Two (2) restrooms.

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.

2.4.32.4.4 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.

2.4.42.4.5 Two (2) restrooms.

2.5 <u>Proposer Qualifications</u>

The selected Proposer(s) shallould:

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.

The selected Proposer(s) shall inform the County of any additions, deletions, renewals or changes of same, so as to keep the County informed of the selected Proposer's (s) compliance with the above qualifications throughout the term of the contract(s) awarded.

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 <u>as amended</u>, <u>http://www.miamidade.gov/charter/library/charter.pdf and all Miami-Dade County ordinances and rules and regulations as amended Nevember 4, 2014 (Attachment A).</u>
- 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 <u>f</u>fee-based" or <u>"complimentaryfree"</u>, 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 leaguesteame, men's leagues teame, 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 abgility.
 - 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 aAll 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.

-Dade Co	2.5.8.7 Provide a fair and unbiased team selection process	RFP NO <u>.</u> , RFP- 00 421	
	2.6.8.8 Provide age appropriate play philosophy and focus on skill development.		
	2.6.8.9 Balance the length and number of seasons and practices to allow participants to re	est and recover properly	
2.6.9	Operate and manage the Pro Shops to offer:	in a root of property.	
21010	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 a	t the Tennis Centers	
2.6.11	Actively promote and market the Tennis Centers to foster awareness of provided service:		
2.0.11	customers.		
2612	Furnish prompt and efficient service that meets the tennis patrons' needs and all other reasonable to	onable demands including	
2.0.12	the established minimum schedule and hours of operation for tennis patrons, subject to the		Commented [HC(1]: What are the established minimum
2.6.13	Manage, operate, and maintain the Facilities and provide Services in a manner that will be sa		schedules?
2.0.15			
	with prompt service, complaint resolution, effective employee performance and training	and unnery miliation and	Formatted: Font: (Default) Arial Narrow
2644	completion of all Work.	renair County preparty and	
2.0.14	Take care of the Facilities and using the same in a careful manner and, at its own expense, it for the facilities dependent with a careful manner and the same time.	repair County property and	
0.045	Facilities damaged by its operations.		
2.0.15	Keep all equipment and supplies necessary to maintain the Facilities in the same condition	as at the commencement	
2640	of any Agreement issued as a result of this RFP or better.	الحج حجاب سلمانهما مطلاما	
2.6.16	Provide assistance, expertise, and technical advice to the County regarding general change		
	regulations, safety and operation of the Facilities, suggesting the types of equipment, m	erchandise, services, and	
0 0 4 7	promotional methods associated with this type of operation.		
2.6.17	Ensure employees are distinctively uniformed or appropriately attired so as to be disting	guisnable 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 F		
	limited to net, wind screen, and tennis pro shop and building light bulb, and ballast replacer		
2.6.19			
	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 ten	nis, tennis merchandising,	
	tennis management, etc.		
	Provide all point of sale equipment capable of interfacing with County approved software to	process all transactions.	
. .			
	's Rights and Responsibilities for Tennis Centers	the manufal of The Origina	
<u>2.7.1</u>	The County shall have sole discretion in determining what related services may or may not		
	may allow the selected Proposer (s) to provide additional services and/or use County ad		
	Parks, upon such terms as the parties may agree. Such additional services must follow t		
	purpose of any agreement issued as a result of this solicitation. The County shall have sol	e discretion in determining	
	what additional additional related services may or may not be provided.	terre la contra de la contra	Formatted: Font: Bold, Underline, Font color: Auto
<u>2.7.12.1</u>	2The County may, at its sole and absolute discretion grant exceptions to change or modify		
	tennis related usages (racquet sports) at the Proposers expense, based on written permiss		
	County for approval. These exceptions would require plans, and or drawings changes, in re		
	usage and include an outcome statement that complies with the master plan of the propose		
<u>2.7.2</u> 2.7			
	selected Proposer(s), 2) selected Proposer's reservation policy for Tennis Center related		
	Proposer's schedule of intended hours of operation and staffing levels which shall be imp	plemented by the selected	
	Proposer		
<u>2.7.3</u> 2.7			
	operating in the Facilities or providing the Services, or a portion thereof, for a limited ti		
	reasonable efforts to notify the selected Proposer(s) as early as possible of these special e		
2.7.4 <u>2.7</u>			
	Proposer(s), including, but not limited to personnel and the effectiveness of its cash-handlin	ng procedures, through the	
	use of a shopping service, closed circuit TV, and other reasonable means.		
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Miami-Dade County, FL

RFP No. RFP-00421 all the Facilities, equipment,

- The County shall have the authority to make periodic reasonable inspections of 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 2.7.62.7.7 request that the selected Proposer(s) make changes, if necessary, and such determinations by the County shall be considered final.
- 2.7.72.7.8 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. alteration and additions.
- 2.7.82.7.9 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.
- 2.7.92.7.10 The County shall be responsible for tennis court lighting fixtures and lightbulb replacement/installation.
- 2.7.102.7.11 The County shall be responsible for one (1) court resurfacing and/or painting at least every five (5) years.
- 2.7.112.7.12 The County shall provide a dumpster within the Park for selected Proposer to discard trash.
- <u>2.7.12</u>2.7.13 The County shall be responsible for mowing, landscaping, and tree maintenance as needed at the Facilitiesy.

The County shall have the right to approve or deny in writing any subcontractors in its sole discretion. 2.7.132.7.14

2.7.142.7.15 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

- Selected Proposer(s) shall not place any unacceptable load or burden on the capacity of the applicable building 2.8.1 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(6) 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(e) 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:
 - 2.8.3.1 Repair and replacement of nets, wind screens, furniture, and any other equipment and fixtures located within the Tennis Centers.
 - 2.8.3.2 Pressure cleaning of tennis courts at least once every eight (8) months.
 - 2.8.3.3 Installation and/or upkeep of existing windscreens.
 - 2.8.3.4 Ensure exterior Tennis Center Pro Shop walls are clean and painted, as approved by PROS.
 - 2.8.3.4.1 Selected Proposer mustchall seek approval from PROS on color of paint to be utilized prior to painting.
 - **2.8.3.5** 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 erect fencing poles, and that the chain links have all associated hardware intact.
 - 2.8.3.6 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. 2.8.3.7 Ensure walkways are free of debris.
 - 2.8.3.8 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.
 - 2.8.3.9 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.

Miami-Dade Co	nty, FL 28.3.10 Should the Tennis Center have restrooms, Proposer shall maintain restrooms by cleaning daily, removing trach, and restroking of all paper supplies as peoperate.	
	trash, and restocking of all paper supplies as necessary.	
2.8.4	SThe 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 these (2) users beyond the end of the excitate term. The selected Processes shall arrive the County with	
	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	Selected Proposer shall comply with Miami-Dade County Ordinance No. 16-58 amending Chapter 26 of the Code of	
2.0.0	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	
	follow the County's emergency evacuation and hurricane plan as set forth for the Facilities.	
<u>2.8.02</u>		
	its employees, agents, or independent contractore.	
2.8.10 2	······································	
	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	
2.8.11 2	Contract and to accept all notices provided for herein throughout the term of this Contract or any extensions thereof. A management person of the selected Proposer(s) shall be on call, at all times, for emergencies or other	
2.0.11 2	matters related to the operations under this Contract.	
2.8.122		

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

2.8.132.8.12 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.

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

2.8.142.8.13 Selected Proposer(e) 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; (vi) impair or interfere with the physical convenience of any of the occupants of the Facilities or Parks; or (vii) impair any of the it's other obligations under this Contract.

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2.8.152.8.14 <u>Throughout the term of this Agreement, including any renewal term, the S</u>eelected 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.

2.8.172.8.15

 2.8.182.8.16
 Selected Proposer(s)
 shall be responsible for conduct of all individuals or groups renting the Facilities.

 2.8.192.8.17
 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.

2.8.202.8.18 Selected Proposer(6) shall refrain from utilizing outside Park surfaces for commercial advertisements including company logos.

2.8.212.8.19 Selected Proposer(6) shall request prior written approval from Park Manager for all tournaments, special events, or additional facility usage.

2.8.222.8.20 Selected Proposer shall pPurchase, provide, and maintain County approved software and point of sale system that allows County access to real-time information and reports on sales data.

2.8.232.8.21 Selected Proposer(e) shall request approval from the County in writing in advance for use of any subcontractors.

2.8.242.8.22 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 pariods.

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.

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3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

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 <u>Review of Proposals for Responsiveness</u>

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 <u>one hundred</u> (100) points per Competitive Selection Committee member.

Technical Criteria		Points		
3. Proposer's, key personnel's, and subcontractor's	s (including Proposer's key per	onnel and/or subcontractors	that	
 are assigned to this project) relevant experience qualifications, capabilities, and past performance providing services as 	, ,		•	Formatted: List Paragraph, Indent: Left: 0.5", Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1"
specified in this RFP		20		Formatted: List Paragraph
4.2. Proposer's approach to providing the services re	equested in this RFP	20		Formatted: Font: (Default) Arial Narrow, 11 pt, Font color: Black
2.3. Proposer's Pro Forma and Financial Capability		10		Formatted: List Paragraph, Tab stops: 5.75", Left + Not at 0.29" + 0.75" + 1.03" + 4.61" + 5.63"
Revenue Criteria		<u>Point</u>		
3.4. Guaranteed monthly fee		50	•	Formatted: Normal, Indent: Left: 0.65", Tab stops: 0.29", Left + 1.04", Left + 4.53", Left + 5.63", Left + Not at 0.25"

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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 to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the 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 <u>Overall Ranking</u>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.

4.5 Selection Factor

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

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.

4.77 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

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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

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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 DE — Ren Ehmann Park Map		
Attachment CEF – Tamiami Park Map		
Draft Form of Agreement		
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Proposer Information Section — Continental Park*		
Proposer Information Section - Ives Estates Park*		
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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*		
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obligations or other refundings secured by revenues or taxes collected within the proposed municipality's area and that neither the new municipality nor its electors shall take any action that would adversely affect the County's bond or other debt obligations that are secured by taxes or revenues from the area constituting the new municipality.

SECTION 6.06. 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 6.07. 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, Sweetwater and West Miami. See Section 7.04.

SECTION 7.01. 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 beauties 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 concessions which are in excess of 1500 square feet each. Adequate maintenance shall be provided.

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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 fire facilities for the primary use of the park system;

B. Food and concession facilities each not in excess of 1500 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 arenas containing less than 3,000 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;

 Film permits, temporary fairs, art exhibits, performing arts, concerts, cultural and historic exhibitions, regattas, 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 unreasonably impair the public use of the park or damage the park;

K. Programming partnerships with qualified federally tax exempt not-for-profit youth, adult, and senior cultural, conservation, and parks and recreation program providers;

L. Agreements 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 parks facilities and uses;

M. Campgrounds and limited overnight camping accommodations in cabins/lodges only for park patrons at Camp Matecumbe; and

N. Miami-Dade County Public Library System facilities providing library services to the public so long

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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 offices, purposes, 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 in kind 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 therein upon the relocation of the Miami-Dade County Fair & Exposition, Inc. No County funds shall be used for the University's expansion and for the required relocation of the Miami-Dade County Fair & Exposition, Inc. The restrictions applying to parks in this Article shall also not apply to Metro Zoo, Tamiami Stadium, Haulover Fishing Pier, the Dade County Auditorium, the Museum of Science, the Cold Coast Railroad Museum, Vizcaya Museum and Gardens, Taril Glade Range, the Orange Bowl, the Commodore Ralph Munroe Marine Stadium, the Seaquarium, Curtis Park track and stadium, Pairchild Tropical Gardens, the Mami-Dade County Regional Soccer Park on NW 58th 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 7.03. 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 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

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