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**REQUEST FOR PROPOSALS (RFP) No. EPP-RFP-01741
FOR
TENNIS CENTER OPERATIONS AT CONTINENTAL PARK**

ISSUED BY MIAMI-DADE COUNTY:

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

MIAMI-COUNTY CONTACT FOR THIS SOLICITATION:

Jason Edelstein, Procurement Contracting Officer II
111 NW 1st Street, Suite 1300, Miami, Florida 33128
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PROPOSALS DUE:

November 13, 2020 at 6:00 p.m.

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

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

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

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

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Parks, Recreation and Open Spaces Department (PROS), is soliciting proposals for an experienced and capable Contractor to provide a broad range of professional tennis instruction and/or Facility operation at Continental Park, located at 10000 SW 82 Avenue, Miami, FL 33156. The selected Proposer should have experience in tennis instruction and operation of tennis facilities/related activities in order to provide tennis related goods and services and promote the Park and its operations. **Proposers recommended for award of RFP-01741, Tennis Center Operations at Continental Park, will not be considered for award of any RFP targeting Ron Ehmann Park and vice versa.**

The County anticipates awarding one contract to a Proposer for a ten-year (10) period.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued: October 12, 2020

Pre-Proposal Conference: Continental Park

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

Deadline for Receipt of Questions: October 30, 2020

Proposal Due Date: TBD

Evaluation Process: TBD

Projected Award Date: TBD

Remediation Update:

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 Agreement, as directed and/or approved by the County.
2. The words “**Agreement**” or “**Contract**” to mean collectively terms and conditions, Scope of Services, all other appendices, attachments and amendments to the Agreement/Contract, this RFP and all associated addenda, and the Contractor's Proposal.
3. The words “**Business Hours**” to mean Monday – Sunday from 9:00 a.m. to 6:00 p.m.
4. The word “**Camp**” to mean Clinics organized for providing tennis training and tennis skills enhancement.
5. The word “**Clinic**” to mean teaching of tennis to a group of six (6) or more individuals per instructor.
6. The word “**Coaching**” to mean training of tennis teams sanctioned by and approved by PROS.
7. The word “**Contractor**” to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as “the Prime Contractor”.

8. The word “**County**” to mean Miami-Dade County, a political subdivision of the State of Florida.
9. The word “**Demonstrations**” to mean presentation of different aspects of tennis in promotion of the associated Tennis Center.
10. The words “**Facility**” and “**Facilities**” to mean the tennis courts, pro shop, and storage areas, as further described in the Scope of Services.
11. The words “**Group Lessons**” to mean teaching of tennis to a group of individuals not to exceed five (5) individuals.
12. The words “**Individual Lessons**” to mean teaching of tennis to an individual.
13. The words “**Junior Tennis Team**” to mean a team that is designed for children ages seven (7) to eighteen (18) which will play in a League with other Tennis Centers.
14. The word “**League**” to mean organized, structured tennis play by groups of people over a period of time.
15. The words “**New Normal**” to mean guidelines set forth by Miami-Dade County to allow for safe business operations as a response to the COVID 19 pandemic.
16. The words “**Operating Hours**” to mean sunrise to sunset.
17. The word “**Park**” or “**Site**” to mean Continental Park, located at 10000 SW 82 Avenue, Miami, FL 33156.
18. The words “**Professional Background Screener**” to mean 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.
19. The words “**Pro Shop**” to mean a structure approximately 100 square feet, located adjacent to the tennis courts which shall be used for the sale of food, beverages, and/or related merchandise/services.
20. The word “**Proposal**” to mean the properly signed and completed written good faith commitment by the Proposer submission in response to this Solicitation by a Proposer for the Services, and as amended or modified through negotiations.
21. The word “**Proposer**” to mean the person, firm, entity or organization, as stated on the Submittal Form, submitting a proposal to this Solicitation.
22. The words “**Review Team**” or “**Review Team Members**” to mean appropriate County personnel and member of the community, as deemed necessary, with the appropriate experience and/or knowledge to accurately evaluate the proposals.
23. The words “**Scope of Services**” to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
24. The word “**Solicitation**” to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
25. The word “**Subcontractor**” to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts 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.
26. The words “**Summer Tennis Program**” to mean a program established for children three (3) to sixteen (16) years of age where they are engaged in tennis training during the summer.
27. The words “**Tennis Center**” to mean the Facility where Services are to be performed including all site components.
28. The word “**Tournaments**” to mean a scheduled series of games, competitive in nature, between teams from the Tennis Center; either traveling or hosting.

29. The acronym “USPTA” to mean United States Professional Tennis Association.
30. The acronym “USPTR” to mean United States Professional Tennis Registry.
31. The acronym “USTA” to mean United States Tennis Association.
32. The word “Utilities” to mean services used or consumed such as, but not limited to, electricity, gas, water, and sewerage.
33. The words “Work”, “Services”, 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 or parts of any or all proposals; accept parts of any and all proposals; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the proposals received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County’s sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County’s sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any Proposer regarding Proposer’s responsibility after the submission deadline as the County deems necessary.

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

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

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

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

1.4 **Preproposal Conference**

It is highly recommended that Proposers attend the Pre-Proposal Conference to become familiar with any conditions which may, in any manner affect the Services to be provided. No additional allowances will be made because of lack of knowledge of these conditions. The pre-proposal conference has been scheduled as follows:

Pre-Proposal Conference will be held on October 23, 2020 at 10:00 AM (Eastern local time) via Zoom Webinar. To join the Zoom Webinar, please visit <https://miamidade.zoom.us/> and join Webinar ID: 942 0581 3750.

Members of the public are not required to enter their name to join the webinar if they do not wish to do so. Members may identify themselves as “Public Attendee.”

Members of the public will be permitted to pose questions at the end of the Pre-Proposal Conference. In order to do so, attendees must use the “Raise Your Hand” functionality in Zoom by clicking on the three dots located in the lower right corner of the Zoom window and then select “Raise Your Hand.”

Room will open at 9:50 AM to admit participants.

- Host: Procurement Officer Hendry Lopez
- Zoom Host Username: Hendry.Lopez@miamidade.gov
- ADA Contact: <https://zoom.us/accessibility> and Hendry Lopez: Hendry.Lopez@miamidade.gov
- Link to Download Zoom: <https://zoom.us/download>

Proposers shall arrive promptly as the meeting will start on time. Proposers are requested to have a copy of the solicitation handy during the Pre-Proposal Conference. This meeting is exempt from the 'cone of silence', allowing for any questions to be addressed with representatives from Miami-Dade County. This is a public meeting and multiple members of individual community councils may be present. The County is not responsible for any costs incurred by potential Proposers to attend the Pre-Proposal Conference.

1.5 **Aspirational Policy Regarding Diversity**

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

1.6 **Cone of Silence**

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

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

The provisions do not apply to, among other communications:

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

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

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

1.7 **Communication with Review Team Members**

Proposers are hereby notified that direct communication regarding this Solicitation, written or otherwise, with Review Team

members, or Review Team as a whole, **are expressly prohibited**. Any oral communications with Review Team Members or other than as provided in Section 2-11.1 of the Code of Miami-Dade County are prohibited.

1.8 **Public Entity Crimes**

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

1.9 **Lobbyist Contingency Fees**

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

1.10 **Collusion**

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

1.11 **Expedited Purchasing Program**

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

2.0 SCOPE OF SERVICES

2.1 **Background**

PROS requires an experienced and capable Contractor to provide a broad range of professional tennis instruction and/or facility operation at Continental Park, for six (6) of eight (8) lighted tennis courts. The two (2) remaining courts must be available to the public at all times; a Pro Shop, approximately 100 square feet, located adjacent to the tennis courts which shall be used for the sale of food, beverages, and/or related merchandise/services; two (2) storage rooms, approximately 75 square feet located adjacent to the restrooms; and two (2) restrooms.

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

1. Thoroughly examine every component of this Solicitation as well as the draft Agreement documents included in this Solicitation and notify the County of any conflicts, errors, or discrepancies in the documents that may affect submission of a Proposal, prior to the deadline for receipt of questions stipulated in Section 1.1.
2. Visit the Tennis Center to become familiar with conditions that may affect costs, performance, and/or furnishing of the Work.
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 Minimum Qualification Requirement

The minimum qualification requirement for this Solicitation is as follows:

The Proposer shall provide evidence that it employs and shall assign key personnel, if awarded the Contract, that are certified by United States Professional Tennis Association (USPTA), United States Tennis Association (USTA), and/or the United States Professional Tennis Registry (USPTR) to provide tennis instruction services at the Tennis Center by professional-level member(s) at the start of and throughout the Agreement.

The Contractor shall inform the County of any additions, deletions, renewals or changes of same, so as to keep the County informed of the Contractor's compliance with the above qualifications.

2.3 Continental Park Description

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

- Six (6) of the eight (8) lighted tennis courts; the two (2) remaining courts must be available to the public at all times;
- A Pro Shop, approximately 100 square feet, located adjacent to the tennis courts which shall be used for the sale of food, beverages, and/or related merchandise/services;
- Two (2) storage rooms, approximately 75 square feet located adjacent to the restrooms; and
- Two (2) restrooms.

2.4 Tasks: General Services to be Provided at the Tennis Center

- I. Operate the Tennis Center 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.
- II. Ensure a reasonable amount of tennis courts, as determined by PROS, are available to the public at all times during Operating Hours.
- III. Provide tennis lessons and Demonstrations that may be either fee-based or complimentary, depending on mutual agreement of Contractor and the County. The Contractor shall promote and/or teach lessons to the following:
 - Individuals (Individual Lessons)
 - Groups (Group Lessons)
 - Clinics
 - Demonstrations
 - Coaching

- IV. Establish, provide, and promote tennis services to persons of all ability levels and in accordance with Americans with Disabilities Act (ADA) requirements.
- V. 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.
- VI. Assist PROS in the establishment, operation, and tabulation of tennis Tournaments as requested by PROS, including participation in establishing specific needs for individual Tournaments.
- VII. 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.
- VIII. Establish, manage, and promote a Junior Tennis Team at the Tennis Center. The Contractor should monitor the following program objectives:
 - Provide opportunities for kids regardless of physical or performance ability;
 - Focus on development of playing skills and not on the outcome of games;
 - Provide a fun and relaxed environment that results in success and continued play;
 - Ensure all kids play equally;
 - Provide opportunities and grow involvement of girls in sports;
 - Provide co-ed teams where possible;
 - Provide a fair and unbiased team selection process;
 - Provide age appropriate play philosophy and focus on skill development; and
 - Balance the length and number of seasons and practices to allow participants to rest and recover properly.
- IX. Operate and manage the Pro Shop to offer the following:
 - Tennis racquet services, including racquet stringing and repair;
 - Retail items related to the Tennis Center operations; and
 - Various food and beverages.
- X. Assist in fundraising activities to provide additional funds for PROS capital improvements at the Tennis Center.
- XI. Actively promote and market the Tennis Center to foster awareness of provided services and to attract and retain customers.
- XII. Furnish prompt and efficient service that meets the tennis patrons' needs and all other reasonable demands, including the established minimum schedule and hours of operation for tennis patrons, subject to the approval of the County.
- XIII. 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 training/performance and timely initiation and completion of all Work.
- XIV. 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 training/performance and timely initiation and completion of all Work.
- XV. Take care of the facilities and using the same in a careful manner, at its own expense, repair County property and facilities damaged by its operations.
- XVI. 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.
- XVII. 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.

- XVIII. Ensure employees are distinctively uniformed or appropriately attired so as to be distinguishable as the Contractor's employees and not as employees of the County.
- XIX. 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.
- XX. 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.
- XXI. Advise PROS of schedules of Clinics, Tournaments, and any relevant information on tennis, tennis merchandising, tennis management, etc.
- XXII. The Contractor will be required to comply with the New Normal Recreation guidelines for the Site.

2.5 County's Rights and Responsibilities for Tennis Center

- I. The County may allow the Contractor to provide Additional Services and/or use County adjacent space or within the Park, 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 Services may or may not be provided.
- II. The County may, at its sole and absolute discretion, grant exceptions to change or modify tennis court surfaces, for tennis related usages (racquet sports) at the Proposers expense, based on written permission submitted to the County for approval. These exceptions would require plans, and/or drawing changes, in reference to tennis court usage and include an outcome statement that complies with the master plan of the proposed County Facility.
- III. The County shall have the right to request revision of: 1) prices on all goods and services provided by the Contractor; 2) Contractor's reservation policy for Tennis Center related rentals; and 3) Contractor's schedule of intended Hours of Operation and staffing levels which shall be implemented by the Contractor.
- IV. The County reserves the right to schedule special events that may preclude the Contractor 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 Contractor as early as possible of these special events.
- V. The County shall have the right, without limitation, to monitor and test the quality of Services of the Contractor including, but not limited to, personnel and the effectiveness of its cash-handling procedures, through the use of a shopping service, closed circuit TV and other reasonable means.
- VI. 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 shall make any improvements in cleaning or maintenance methods reasonably required by the County. Such periodic inspections may also be made at the County's discretion to determine whether the selected Proposer is operating in compliance with the terms and provisions of this Contract.
- VII. The County reserves the right to determine the attractiveness and appropriateness of the facilities and to request that the Contractor make changes, if necessary, and such determinations by the County shall be considered final.
- VIII. 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 Agreement, 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.
- IX. 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 sewage charges under this Agreement.

- X. The County shall be responsible for tennis court lighting fixtures and lightbulb replacement/installation.
- XI. The County shall be responsible for one (1) court resurfacing and/or painting at least every five (5) years.
- XII. The County shall provide a dumpster within the Park for Contractor to discard trash.
- XIII. The County shall be responsible for mowing, landscaping and tree maintenance as needed at the facilities.
- XIV. The County shall have the right to approve or deny, in writing, any subcontractors in its sole discretion.
- XV. 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.

2.6 Contractor's Rights and Responsibilities for Tennis Center

- I. Contractor shall not place any unacceptable load or burden on the capacity of the applicable building systems and Utility lines of the Park as determined either by the public utility providing such service or by the County in the exercise of reasonable judgment.
- II. Contractor shall be responsible for trash service and pest extermination service within the Facilities. The Contractor 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 Contractor will be advised and if correction action is not immediately taken, then the County will cause the same to be cleaned and/or treated and the Contractor shall assume responsibility and liability for such associated cleaning and/or extermination costs.
- III. Contractor shall be responsible for the daily upkeep of the Tennis Center and applicable equipment, and Facilities. Contractor shall repair and maintain the Tennis Center to include at a minimum:
 - Repair and replacement of nets, wind screens, furniture, and any other equipment and fixtures located within the Tennis Center.
 - Pressure cleaning of tennis courts at least once every eight (8) months.
 - Installation and/or upkeep of existing windscreens.
 - Ensure exterior Tennis Center Pro Shop walls are clean and painted, as approved by PROS. Contractor must 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 erect fencing 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 to and from the Pro Shop, and spectator areas so as to keep the areas safe to walk through by Park patrons.
 - Ensure walkways are free of debris.
 - Maintain ample roll driers 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.

- Should the Tennis Center have restrooms, Contractor shall maintain restrooms by cleaning daily, removing trash, and restocking all paper supplies as necessary.
- IV. Contractor shall, at its sole cost, obtain all permits, licenses, and approvals required for operation and performance under this Contract.
- V. Contractor 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 Contractor shall ensure that all Contractor's management, staff, and volunteers:
- Have nationwide criminal background checks conducted by a Professional Background Screener.
 - Have been screened through the Florida Department of Law Enforcement Sexual Predator/Offender Database, and a check of the National Sex Offender Public Registry.
 - Have been verified as being United States Citizens or having legal immigrant status employment.
 - Complete an affidavit affirming that no Work or volunteer duties will be performed on PROS property owned or operated by Miami-Dade County in violation of this Ordinance and that an arrest will be reported to the Contractor within forty-eight (48) hours of such arrest.
 - Wear picture identification at all times while on County property and when in direct contact with tennis patrons and the general public.
 - Retain all records demonstrating compliance with the background screening required herein for not less than three (3) years beyond the end of the Contract term. The Contractor shall provide the County with access to these records annually, or at the request of the County.
- VI. 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 any circumstances. A polystyrene article is defined as plates, bowls, cups, utensils, cutlery, tableware, containers, lids, trays, coolers, ice chests, bags, boxes, wrappings, bottles, and all similar articles that consist of polystyrene. This rule does not apply to polystyrene articles that are used for prepackaged food that have been filled and sealed prior to receipt by the Contractor.
- VII. It shall be the Contractor'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 Contractor's equipment, supplies, other personal property, money, etc.
- VIII. The Contractor 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.
- IX. The Contractor shall employ a qualified, full-time, on-site manager having experience in the management of this type of operation, who shall be available during normal business hours, and be delegated sufficient authority to ensure the competent performance and fulfillment of the responsibility of the Contractor under this Contract and to accept all notices provided for herein throughout the term of this Contract or any extensions thereof.
- X. A management person of the Contractor shall be on call, at all times, for emergencies or other matters related to the operations under this Contract.
- XI. All equipment and personal property furnished by the Contractor shall be of good quality and suitable for its purpose.
- XII. Contractor 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.

- No alcoholic beverages are permitted on the tennis courts at any time and Contractor is responsible for conduct of patrons during rentals.
- XIII. Contractor 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 Park or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the Facilities or Park; (v) materially impair or interfere with the proper and economic cleaning, heating, ventilating or air-conditioning of the Facilities or Park or the proper and economic functioning of any other common service facility or common utility of the Facilities or Park; (vi) impair or interfere with the physical convenience of any of the occupants of the Facilities or Park; or (vii) impair any of the it's other obligations under this Contract.
- XIV. Contractor shall be responsible for the timely payment (i.e. before delinquency) of any and all taxes levied on the Contractor, which taxes relate to, arise out of, or are a result of the operations and/or performance under this Agreement. The Contractor's liability for the payment of taxes shall encompass taxes imposed by any taxing authority including, state, county, and municipal taxing authorities.
- XV. Contractor, at its expense, shall make promptly: all repairs, ordinary or extraordinary, interior or exterior, structural or otherwise, in and about the Facilities or Park as shall be required by reason of (i) the performance of any Work on the Facilities; (ii) the installation, use or operation of Contractor's property; (iii) Contractor's portion of the Utility lines in the Facilities, if damaged due to Contractor's negligence; (iv) the moving of Contractor's property in or out of the Facilities or Park; (v) the misuse or neglect of the Facilities or Park by Contractor or any of its employees, agents, contractors, or customers including the failure or neglect to make the repairs required. Contractor shall repair all damages to the Facilities and/or Park caused by the Contractor, its employees, agents, or independent contractors.
- XVI. Contractor shall be responsible for conduct of all individuals or groups renting the Facilities.
- XVII. Contractor shall maintain a listing or log of the use of all tennis courts. The log, at a minimum, should contain reservations made and used including number of players and the date and time used.
- XVIII. Contractor shall refrain from utilizing outside Park surfaces for commercial advertisements including company logos.
- XIX. Contractor shall request prior written approval from Park Manager for all Tournaments, special events, or additional Facility usage.
- XX. Contractor shall purchase, provide, and maintain County approved software and point of sale system that allows County access to real-time information and reports on sales data.
- XXI. Contractor shall request approval from the County in writing in advance for use of any subcontractors.
- XXII. Contractor shall be responsible for any costs associated with a Force Majeure act at the Facilities including 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.

2.7 **Additional Services**

The County, at its sole discretion, may allow the Contractor 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 Contractor 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 Agreement by formal written modification.

2.8 **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 Contractor shall pay a guaranteed monthly fixed fee to the County for consideration of providing Services at the Park.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

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

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

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

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

4.2 Evaluation Criteria

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

TECHNICAL EVALUATION	
TECHNICAL CRITERIA (ATTACHMENT 1)	POINTS
Proposer's Approach to Providing the Services including Management and Operations Plan	250
Proposer's Experience, Capabilities, and Past Performance	200
Proposer's Key Personnel and Subcontractors Experience, Qualifications and Past Performance	150
Proposer's Customer Programs, including Retention, Development, and Marketing	100
Proposer's Transition Plan	50
TOTAL TECHNICAL POINTS	750
REVENUE SCHEDULE EVALUATION	
REVENUE CRITERIA (ATTACHMENT 2)	POINTS
Minimum Monthly Guarantee	125
Percentage of Gross Revenues	125
TOTAL PRICE POINTS	250
TOTAL MAXIMUM EVALUATION POINTS PER REVIEW TEAM MEMBER	1000

Any Proposer, whether a joint venture or otherwise, may proffer the experience or qualifications of its corporate parent, sister, or subsidiary ("an affiliated company"). However, given the unique nature of individual corporate relationships, Proposers seeking to rely on the experience or qualifications of an affiliated company are advised that the Review Team shall have the discretion to determine what weight, if any, it wishes to give such proffered experience or qualification on a case-by-case basis. Review Team may base such decision on the particulars of the relationship between the Proposer and the affiliated company, as evidenced by the information and documentation provided in the Proposer Information Section, during Oral Presentations, or otherwise presented at the request of the Review Team.

4.3 Oral Presentations

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

4.4 Selection Factor

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

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

4.5 Local Certified Veteran Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is **(a)** a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and **(b)** prior to Proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a Proposal in response to this Solicitation is entitled to receive an additional five percent (5%) 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 Submittal Form.

4.6 Revenue Evaluation

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

4.7 Local Preference

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

4.8 Negotiations

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

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

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

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

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.
- c) Disclosure of any lawsuits which include allegations of discrimination in the last ten years prior to date of solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits, in accord with Resolution No. [R-828-19](#).

4.9 **Contract Award**

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

4.10 **Rights of Protest**

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

5.0 TERMS AND CONDITIONS

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

a) **Vendor Registration**

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

b) **Insurance Requirements**

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

c) **Security Deposit**

Within thirty (30) days from the execution of the Contract, the Contractor shall furnish to the County, Internal Services Department, Strategic Procurement Division at 111 N.W. 1st Street, Suite 1300 Attn: Jason B. Edelstein, a security deposit in cash equal to one and a half (1.5) months of the Minimum Monthly Guarantee, redeemable at the end of the Contract term except for such conditions pertinent thereto. **Refer to Article 19 of the Draft Form of Agreement.**

d) **Inspector General Reviews**

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

proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

e) **Shannon Melendi Act Requirements**

Contractor(s) 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". **Refer to Article 66 of the Draft Form of Agreement.**

6.0 ATTACHMENTS

Draft Form of Agreement

Proposal Submission Package, including:

Proposer Information Section

Web Forms: Submittal Form; Subcontracting Form; Lobbyist Registration for Oral Presentations Affidavit; and Contractor Due Diligence Affidavit

Revenue Schedule