

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. EPP-RFP668-2(2)

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

Requisition No./Project No.: EPP-RFP-01795
 TERM OF CONTRACT 10 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Tennis Center Operations at Crandon Park

Description: Miami-Dade County is soliciting proposals from experienced and capable firms to provide a broad range of professional tennis instructional services to persons of all ability levels at Crandon Park Tennis Center.

Issuing Department: ISD, SPD
 Contact Person: Jason Edelstein
 Phone: 305-375-4211

Estimate Cost: \$0
 Funding Source: GENERAL FEDERAL OTHER Revenue Gen

ANALYSIS

Commodity Codes:	<u>805-05</u>	<u>961-68</u>	<u>962-08</u>		
Contract/Project History of previous purchases three (3) years Check here <input checked="" type="checkbox"/> if this is a new contract/purchase with no previous history.					
	EXISTING	2ND YEAR	3RD YEAR		
Contractor:	<u>Crandon Golf Academy, L</u>	<u>N/A</u>	<u>N/A</u>		
Small Business Enterprise:	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>		
Contract Value:	<u>Revenue Generating</u>				
Comments:	<u></u>				

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE	<u></u>	<u></u>	<u></u>	<u></u>

Basis of Recommendation:

Signed: <u>Jason Edelstein</u>	Date sent to SBD: <u>11/02/21</u>
	Date returned to SPD: <u></u>



**REQUEST FOR PROPOSALS (RFP) No. EPPRFP-01795
FOR
CRANDON PARK TENNIS PRO SERVICES**

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Strategic Procurement Division
Through the Expedited Purchasing Program
for
Parks, Recreation and Open Spaces Department

MIAMI-COUNTY CONTACT FOR THIS SOLICITATION:

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

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

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

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

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

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

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Parks, Recreation and Open Spaces Department (PROS), is soliciting proposals from experienced and capable firms to provide a broad range of professional tennis instructional services to persons of all ability levels at Crandon Park Tennis Center located at 7300 Crandon Boulevard, Key Biscayne, Florida 33149 (Park).

The County anticipates awarding a contract for a ten (10) year period.

Pre-Proposal Conference: See Section 1.4.

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 “**Addenda**” or “**Addendum**” shall mean the written or graphic instruments issued prior to Proposal opening that clarify, correct or change the RFP documents or the Agreement.
2. 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.
3. The words “**Agreement**” or “**Contract**” to mean implementation, maintaining and all attachments hereto and a part hereof entered into by the County, including all of its terms and conditions, attachments, exhibits, and Amendments, a draft of which is attached hereto as Attachment 3.
4. The words “**Business Hours**” or “**Operating Hours**” to mean Monday – Friday from 8:00 a.m. to 9:30 p.m. and Saturday and Sunday from 8:00 a.m. to sunset.
5. The word “**Camp**” to mean Clinics organized for providing sports training and skills enhancement.
6. The word “**Clinic**” to mean teaching of tennis to a group of six (6) or more individuals per instructor.
7. The word “**Coaching**” to mean training of tennis teams sanctioned by and approved by PROS.
8. The word “**Contractor**” to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation.
9. The word “**County**” to mean Miami-Dade County, a political subdivision of the State of Florida.
10. The word “**Demonstrations**” to mean presentation of different aspects of tennis in promotion of the associated Tennis Center.
11. The words “**Department**” or “**PROS**” to mean the Miami-Dade County Parks, Recreation and Open Spaces Department.
12. The words “**Facility**”, “**Facilities**”, “**Tennis Center**” to mean the tennis courts, and storage area, as further described in the Scope of Services.
13. The words “**Group Lessons**” to mean teaching of tennis to a group of individuals not to exceed five (5) individuals.
14. The words “**Gross Revenue(s)**” to mean all revenues generated by the Contractor and authorized third-party entities arising out of or relating to the provision of all activities or items for which price, charge, trade/barter or fee is imposed, as well as all revenues or other consideration charged for or received by the Contractor, as herein defined, for all services rendered, all sales made, and all transactions engaged in under the authority of this Agreement from any

source whatsoever and whether such activities were on the Site or off-Site. Gross Revenues further includes, but is not limited to, those revenues received from the rights paid to Contractor for the use or licensing of all media, the sales of all media, from ticket sales, from sponsorship sales, tournament parking, concession revenues, retail revenues, advertising space and/or services, hospitality sales, merchandise (including without limitation retail, wholesale, direct response, mail order, internet or otherwise. All third-party contracts shall be in writing and on market terms. If such conditions are not on market terms and/or have resulted in a direct or indirect tangible economic benefit to Contractor, then the actual market value of the economic benefit provided shall be included in Gross Revenues. The only revenues and other considerations which may be excluded from Gross Revenues are taxes imposed by law and paid by a customer and directly payable by Contractor to a taxing authority, credit card processing fees, and pass-through or reimbursable expenses paid by third parties through the Contractor to another third-party.

15. The words “**Individual Lessons**” to mean teaching of tennis to an individual.
16. 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.
17. The word “**League**” to mean organized, structured tennis play by groups of people over a period of time.
18. The words “**Net Generation Program**” to mean a comprehensive “learn to play” platform and development program organized through the United States Tennis Association (USTA) for kids ages five through eighteen to benefit the growth of youth tennis.
19. 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. The guidelines implemented for recreational facilities may be viewed at the following website URL: <https://www.miamidade.gov/global/initiatives/coronavirus/openings.page>.
20. The word “**Park**” or “**Site**” to mean Crandon Park located at 7300 Crandon Blvd, Key Biscayne, Florida 33149.
21. The words “**Project Manager**” to mean the Miami-Dade County Parks, Recreation and Open Spaces Department Director or the duly authorized representative designated to manage the Project.
22. The words “**Pro Shop**” to mean a structure located adjacent to the stadium which is used for the sale of food, beverages, and/or related merchandise/services.
23. 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.
24. The word “**Proposer**” to mean the person, firm, entity or organization, as stated on the Submittal Form.
25. 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.
26. The words “**Scope**” or “**Scope of Services**” to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
27. The word “**Solicitation**” to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
28. 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.

29. 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.
30. The word “**Tournaments**” to mean a scheduled series of games, competitive in nature, between teams from the Tennis Center; either traveling or hosting.
31. 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 one hundred eighty (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, (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 26, 2021 at 10:00a.m. (Eastern Standard Time) via Zoom Webinar. To join the Zoom Webinar, please visit <https://miamidade.zoom.us/> and join Webinar ID: 892 8518 8375

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 **10:00 a.m./p.m.** to admit participants.

- Host: Procurement Officer Jason Edelstein
- Zoom Host Username: Jason.Edelstein@miamidade.gov
- ADA Contact: <https://zoom.us/accessibility> and

Jason Edelstein: Jason.Edelstein@miamidade.gov

Link to Download Zoom: <https://zoom.us/download>

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.

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 ADA Office five (5) days prior to scheduled conference to initiate your request. ADA Coordinators may be reached as follows:

Gisel Prado

Telephone: (305) 665-5319

E-mail: gisel.prado@miamidade.gov

TTY users may reach the ADA Office by calling the Florida Relay Service at 711.

1.5 **Aspirational Policy Regarding Diversity**

Pursuant to Resolution No. R-1106-15, 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 **Sustainable Procurement Practices**

The County is committed to responsible stewardship of resources and to demonstrating leadership in sustainable business practices. Accordingly, the County has adopted sustainability policies which are incorporated into this Solicitation. The County will continue to explore and pursue sustainable procurement, development and business practices that: (a) reduce greenhouse gases; (b) foster and integrate supplier small business opportunities; (c) support safe and fair labor practices and ethical behavior throughout the supply chain, and (d) maximize fiscally responsible "high value, high impact" actions.

1.7 **Cone of Silence**

Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, as amended (the "Code"), 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 (the "Board") 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.

1.8 **Communication with Competitive Selection Committee Members**

Proposers are hereby notified that direct communication regarding this Solicitation, written or otherwise, with Review Team Members or, as a whole, **are expressly prohibited**. Any oral communications with Competitive Selection Committee/Review Team Members other than as provided in Section 2-11.1 of the Code, are prohibited.

1.9 **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.

1.10 **Lobbyist Contingency Fees**

- a) In accordance with Section 2-11.1(s) of the Code, 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.

1.11 **Collusion**

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

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

1.12 **Expedited Purchasing Program**

Pursuant to Section 2-8.1.6 of the Code, 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**

Crandon Park is located at 7300 Crandon Boulevard, Key Biscayne, Florida 33149 and currently operates from 8:00 a.m. to 9:30pm Monday through Friday, and 8:00 a.m. to sunset Saturday and Sundays. -The Park has 27 courts with an additional court being built: 19 hard (10 of which are lit), six (6) clay (two (2) of which are lit), one (1) grandstand (lit), and one (1) stadium (not lit); refer to Exhibit 1, Crandon Park Tennis Center Aerial View.

2.2 **Services To Be Provided**

PROS requires an experienced and capable Contractor to provide a broad range of professional tennis instruction and/or facility operation at Crandon Park. The Contractor shall have the use of 12 courts during the day and three (3) courts during the evening, Monday through Sunday.

2.3 **Preferred Certification**

The County prefers the Proposer's tennis instructor(s) be United States Professional Tennis Association (USPTA) or United States Professional Tennis Registry (USPTR) certified Professional-level member(s) (Pro) **at the time of Proposal submission**.

2.4 **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 67 of the Draft Form of Agreement.**

2.5 **Crandon Park Tennis Center Description**

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

- The Contractor shall have the use of at least 14 hard courts during the day and 7 lighted hard courts **as well as one (1) lighted clay court** during the evening, Monday through Sunday. PROS management retains the right and ability to determine which courts can be used during specific times. The Contractor shall work with the Crandon Park Tennis Center Manager to determine the type(s) of court(s) that shall be available based on need and availability.
- An office, approximately 90 square feet, located on the second floor of the Pro Shop; and
- A storage area approximately 120 square feet also located at the Pro Shop.

2.6 **Tasks: General Services to be Provided at the Tennis Center**

The Contractor shall:

- I. Operate the Tennis Center including tennis courts, storage room, 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. **The Contractor will be responsible for making sure all the tennis courts are dry and available for play.**

- II. 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
- III. Establish, provide, and promote tennis services to persons of all ability levels and in accordance with Americans with Disabilities Act (ADA) requirements.
- IV. Use the Park Link system for all court reservations. There will be no cost implications for the use of this County owned system.
- V. Focus on the implementation of a "Net Generation Program" or equivalent. The Program will reach a new generation and a new era of tennis through the expertise of the USTA and resources, as they work with leading experts worldwide to develop new play formats, curricula, and digital tools.
- VI. Establish free adaptive community tennis programs and focus on teaching sports adapted to people with physical and mental disabilities such as;
 - a. Adaptive tennis for people in wheelchairs
 - b. Adaptive tennis for blind people (using tennis balls with bells included)
 - c. Adaptive tennis for people with Down Syndrome
- VII. 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.
- VIII. Assist PROS in the establishment, operation, and tabulation of tennis tournaments as requested by PROS, including participation in establishing specific needs for individual tournaments.
- IX. 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.
- X. 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;
 - Balance the length and number of seasons and practices to allow participants to rest and recover properly.
- XI. Assist in fundraising activities to provide additional funds for PROS capital improvements at the Tennis Center.

- XII. Actively promote and market the Tennis Center to foster awareness of provided services and to attract and retain customers.
- XIII. 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.
- XIV. Manage, operate, and maintain the facilities and provide services in a manner that will be efficient, 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. 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.
- XX. Advise PROS of schedules of Clinics, Tournaments, and any relevant information on tennis.
- XXI. Provide racquet services such as stringing, gripping for park patrons as necessary.
- XXII. Establish a system for addressing non-permitted coaches attempting to exploit tennis courts and/or facilities.
- XXIII. Comply with the New Normal recreation guidelines for the Site.
- XXIV. It is the Contractor's responsibility to make sure the courts are dry and playable for their lessons

2.7 **County's Rights and Responsibilities**

- I. The County shall have the right to request revision of the Contractor's: 1) prices on all goods and services; 2) reservation policy for Tennis Center related rentals; and 3) schedule of intended hours of operation and staffing levels.
- II. 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.
- III. The County shall have the right, without limitation, to monitor and test the quality of services of the Contractor including, but not limited to, personnel and the effectiveness of its cash-handling procedures, through the use of a shopping service, closed circuit TV and other reasonable means.
- IV. The County shall have the authority to make periodic reasonable inspections of all the facilities, equipment, and operations during the normal operating hours thereof to determine if such are being maintained in a neat and orderly condition. The Contractor shall make any improvements in cleaning or maintenance methods reasonably required by the County. Such periodic inspections may also be made at the County's discretion to determine whether the Contractor is operating in compliance with the terms and provisions of this Contract.

Commented [EJ(1)]: Hi, I know we went over this earlier this week but just want to make sure I'm not missing any notes or steps for this from Mark.

Commented [VS(2)]: No missing steps we just want them to "do something about it" and to propose any solutions to the current problem. The current process is just to call the cops if they don't stop. We would like to see fewer "unusual incident reports"

Commented [EJ(3)]: It is ISDs current position that this is hard to enforce from a contractual perspective and is more of an operations issue that needs to be dealt with on a case by case basis. FYI Shannon Melendi has been bumped to the top.

Commented [EJ(4)]: Basia – PROS wants this to be evaluated and not necessarily enforced...

- V. 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.
- VI. The County shall have the right, at its sole cost and expense, without limitation, to make any repairs, alterations and additions to any structures 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.
- 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 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 and as determined by the County.
- XIV. The County shall have the right to approve or deny, in writing, and in its sole discretion, any subcontractors for the services
- XV. The County reserves the right to close the facilities prior to an act of nature or force majeure and keep said facilities closed until deemed safe in the opinion of the County.

2.8 Contractor's Rights and Responsibilities for Tennis Center

- I. The Contractor shall pay monthly, to the County, a flat rate of seven hundred and fifty dollars, (\$750.00, plus tax) Utilities fee which shall persist throughout the term of the Agreement, including any extensions or renewals thereof. Additionally, the 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. The Contractor shall pay a flat monthly fee of One Hundred and Fifty Dollars and Zero Cents, Plus Tax (\$150.00 / plus tax) Utilities fee, which shall be received by the County from the Contractor on or before the first (1st) day of the month, without billing.
- III. The Contractor shall, at its sole cost, obtain all permits, licenses, and approvals required for operation and performance under the established Agreement.
- IV. The 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.
- V. Provide and secure all equipment and materials needed to perform services described in this Solicitation. The County will not accept any responsibility for the Contractor's equipment, supplies, other personal property, money, etc.
- VI. 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.
- VII. 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 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.

Commented [EJ(5)]: This amount needs review by PROS.

Commented [VS(6)]: Not accurate. Will at LEAST be as much as Cliff Drysdale.

Commented [EJ(7)]: Need update, please provide the amount.

Commented [EJ(8)]: See above.

- VIII. 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.
- IX. All equipment and personal property furnished by the Contractor shall be of good quality and suitable for its purpose.
- X. The 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 shall be sold or permitted on the tennis courts at any time and Contractor is responsible for conduct of patrons during rentals.
- XI. The 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.
- XII. The 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.
- XIII. The 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.
- XIV. The Contractor shall be responsible for conduct of all individuals or groups renting the facilities.
- XV. The 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.
- XVI. The Contractor shall not use outside Park surfaces for commercial advertisements including company logos, under any circumstances.
- XVII. The Contractor shall request prior written approval from Park Manager for all Tournaments, special events, or additional Facility usage.
- XVIII. The Contractor shall request approval from the County in writing in advance for use of any subcontractors.
- XIX. The Contractor shall be responsible for any costs associated with a force majeure act at the facilities including repairs, maintenance, loss of revenues, etc., as the County will not reimburse for expenses, extend the contract term, or prorate the guaranteed monthly fee in such instances.
- XX. The Contractor shall be responsible for seamless transition and implementation of services.

2.9 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 the greater of the following variable revenue to the County:

Monthly Guarantee

For consideration of providing services at Crandon Park, the County prefers payment of no less than five thousand dollars and zero cents (\$5,000.00) plus tax, per month, which shall be received by the County from the Contractor on or before the first (1st) day of the month, without billing.

Percentage of Gross Revenue

For consideration of providing services at Crandon Park, the County prefers Percentage of Gross Revenue of no less than sixteen percent (16%), plus tax, per month, which shall be received by the County from the Contractor on or before the tenth (10th) day of the month, for each preceding month, without billing.

Commented [EJ(9): PROS pls confirm this and percentage of gross receipts

Commented [VS(10): Will confirm with Director/AD in final steps. I believe this is correct however.

Commented [VS(11): Will confirm the amounts

Commented [VS(12): This seems high...but allegedly it's okay. Either \$5k and 16% or \$4k and 18%

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

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

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

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

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

4.2 Evaluation Criteria

Proposals will be evaluated by a Review Team which will evaluate and rank Proposals on criteria listed below. The Review Team will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Review Team is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one thousand and fifty (1,050) points per Review Team Member.

TECHNICAL EVALUATION	
TECHNICAL CRITERIA (ATTACHMENT 1)	POINTS
Proposer's Approach to Providing the Services including Management and Operations Plan	20 50
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
Professional Tennis Association Membership	50
TOTAL TECHNICAL POINTS	750900
REVENUE EVALUATION	
REVENUE CRITERIA (ATTACHMENT 2)	POINTS
Monthly Guarantee	125
Percentage of Gross Revenues	125
TOTAL REVENUE POINTS	250
TOTAL MAXIMUM EVALUATION POINTS PER REVIEW TEAM MEMBER	1,005050

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 Revenue), 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 is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. Pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code, Proposer shall have all the necessary licenses, permits, registrations and certifications, to include SBE certification, to perform a commercially useful function in the provision of the type of goods and/or services required by this Solicitation. For certification information, contact Small Business Development Division at (305) 375-2378 or visit <http://www.miamidade.gov/smallbusiness/>.

The SBE 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.

Any Proposer may enter into a Joint Venture with a Small Business Enterprise firm for the purposes of receiving an SBE Selection Factor. Joint Ventures will be considered as one entity by the County during the evaluation of the proposal in response to this Solicitation. Joint Ventures must be pre-approved by Small Business Development and meet the criteria for the purposes of receiving an SBE Selection Factor pursuant to this Section.

Commented [EJ(13)]: For Laurie and her team to review.

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.

4.65 **Revenue Evaluation**

The revenue schedule 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 and conditions of the Contract as may be in the best interest of the County.

4.76 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.

4.87 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.) Additionally, any Proposer recommended for negotiations shall comply with the lobbyist registration requirements of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance pursuant to Section 2-11.1(s) of the Code. A principal of any corporation, partnership or other entity who appears as a lobbyist on behalf of an entity, without special compensation or reimbursement for the appearance, shall register with the Clerk as required by the Ordinance 73-21, but shall not be required to pay any registration fees.

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 (3) years.
- c) Disclosure of any lawsuits which include allegations of discrimination in the last ten (10) 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 who's 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 hereto as Attachment 3. Proposer(s) should review Attachment 3 in its entirety. 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>. **Refer to Article 49 of the Draft Form of Agreement.**
- b) **Insurance**
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. **Refer to Article 23 of the Draft Form of Agreement.**
- 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: Amelia M. Cordova-Jimenez, a security deposit in cash equal to one and a half (1.5) months of the monthly guarantee, redeemable at the end of the Contract term except for such conditions pertinent thereto. **Refer to Article 20 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. **Refer to Article 50 of the Draft Form of Agreement.**

6.0 ATTACHMENTS

- 6.1 **ATTACHMENTS**
Attachment 1 – Proposer Information Packet
Attachment 2 – Revenue Schedule
Attachment 3 – Draft Form of Agreement
- 6.2 **EXHIBITS**
Exhibit 1 - Crandon Park Tennis Center Aerial View
Exhibit 2 – Current Vendor Financial Report
Exhibit 3 – Sample Fee Schedule
- 6.3 **WEB FORMS**
Proposal Submittal Form
Subcontracting Form
Affidavit - Lobbyist Registration for Oral Presentation
Contractor Due Diligence Affidavit- COVID-19

Commented [CA(14)]: PROS – Please provide Exhibits 1 – 3.

Commented [VS(15)]: Sending 1. Working on 2

Commented [EJ(16)]: 1 received.