

**DEPARTMENTAL INPUT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

<input checked="" type="checkbox"/> <b>New contract</b>	<input type="checkbox"/> <b>OTR</b>	<input type="checkbox"/> <b>CO</b>	<input type="checkbox"/> <b>SS</b>	<input type="checkbox"/> <b>BW</b>	<input type="checkbox"/> <b>Emergency</b>	Previous Contract/Project No: N/A
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<input type="checkbox"/> <b>Re-Bid</b>	<input type="checkbox"/> <b>Other</b>
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LIVING WAGE APPLIES: \_\_\_ YES \_\_\_ NO

**Requisition/Project No:** RFP-00421

**TERM OF CONTRACT:** 10 years with 2, 5 year option(s) to renew

**Requisition/Project Title:** Tamiami Park Tennis Center Operations

**Description:** PROS requires an experienced and capable Proposer to provide professional tennis instruction and a broad range of tennis facility operation activities to include providing tennis related goods and services during designated hours and to promote the park and its operations at Tropical Park located at 7900 SW 40th Street, Miami, Florida 33155. The selected Proposer should have experience in tennis instruction, operation of tennis facilities, and related activities.

**User Department(s):** PROS  
**Issuing Department:** ISD  
**Estimated Cost:** \$1,344,000

**Contact Person:** Christopher Hutchins **Phone:** 305-375-2163  
**Funding Source:** Revenue Generating

**ANALYSIS**

<b>Commodity/Service No:</b>		<b>SIC:</b>	
<b>Trade/Commodity/Service Opportunities</b>			
961-98		Sports Professional Services (Including Sports and Recreational Programs)	
962-08		Athletic Training Services	
805-05		Sporting and Athletic Goods	
<p align="center">Contract/Project History of Previous Purchases For Previous Three (3) Years          Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History</p>			
<b>EXISTING</b>		<b>2<sup>ND</sup> YEAR</b>	<b>3<sup>RD</sup> YEAR</b>
<b>Contractor:</b>			
<b>Small Business Enterprise:</b>			
<b>Contract Value:</b>			
<b>Comments:</b>			
Continued on another page (s): ___ Yes ___ No			

**RECOMMENDATIONS**

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

<b>Basis of Recommendation:</b>

**Signed:** Christopher Hutchins

**Date to DBD:** 11/30/2017

**Date Returned to DPM:** \_\_\_\_\_

## **2.0 SCOPE OF SERVICES**

### **2.1 Background**

PROS requires an experienced and capable Proposer to provide professional tennis instruction and a broad range of tennis facility operation activities to include providing tennis related goods and services during designated hours and to promote the park and its operations at Tropical Park located at 7900 SW 40th Street, Miami, Florida 33155. The selected Proposer should have experience in tennis instruction, operation of tennis facilities, and related activities.

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

- 1) Examine every component of this Solicitation as well as the draft agreement documents included in this Solicitation thoroughly and notify the County of any conflicts, errors, or discrepancies in the documents that may affect submission of a Proposal, prior to deadline for receipt of questions stipulated in Section 1.1.
- 2) Visit the 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 Tropical Park Description**

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

- 2.2.1 Twelve (12) lighted tennis courts and eight (8) lighted racquetball courts.
- 2.2.2 A Pro Shop, approximately 225 square feet, located adjacent to the tennis courts which shall be used for the sale of food, beverages, and related merchandise/services.
- 2.2.3 A storage room, approximately 300 square feet located between the racquetball courts.
- 2.2.4 Two (2) restrooms.

### **2.3 Proposer Qualifications**

The selected Proposer should:

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

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

### **2.4 General Services to be provided at the Tennis Centers**

- 2.4.1 Operate the Tennis Center including tennis courts, pro shop, storage rooms, and related services 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, <http://www.miamidade.gov/charter/library/charter.pdf>.
- 2.4.2 Ensure a reasonable amount of tennis courts are available to the public at all times during operating hours.
- 2.4.3 Provide tennis lessons and demonstrations that may be either "fee-based" or "free", depending on mutual agreement of selected Proposer and the County. The selected Proposer shall promote and/or teach lessons to:
  - 2.4.3.1 Individuals (Individual Lessons)
  - 2.4.3.2 Groups (Group Lessons)
  - 2.4.3.3 Clinics (Clinic)
  - 2.4.3.4 Demonstrations

- 2.4.3.5 Coaching**
- 2.4.4** Establish, provide, and promote tennis services to persons of all ability levels and in accordance with Americans with Disabilities Act (ADA) requirements.
- 2.4.5** Accommodate existing or promote new league play and Tournaments at the Tennis Center. Types of leagues should include women's leagues, men's leagues, mixed doubles leagues, doubles leagues, junior's leagues, teen's leagues, etc. One (1) or more which may exist in some fashion at different levels of skill or ability.
- 2.4.6** Assist PROS in the establishment, operation, and tabulation of tennis Tournaments as requested by PROS, including participation in establishing specific needs for individual Tournaments.
- 2.4.7** Establish, manage, and promote a Summer Tennis Program and/or camp to offer a youth oriented program geared toward introducing kids to the basics of tennis.
- 2.4.8** Establish, manage, and promote a Junior Tennis Team at the Tennis Center. The selected Proposer should monitor the following program objectives:
  - 2.4.8.1** Provide opportunities for kids regardless of physical or performance ability
  - 2.4.8.2** Focus on development of playing skills and not on the outcome of games
  - 2.4.8.3** Provide a fun and relaxed environment that results in success and continued play
  - 2.4.8.4** Ensure all kids should play equally
  - 2.4.8.5** Provide opportunities and grow involvement of girls in sports
  - 2.4.8.6** Provide co-ed teams where possible
  - 2.4.8.7** Provide a fair and unbiased team selection process
  - 2.4.8.8** Provide age appropriate play philosophy and focus on skill development
  - 2.4.8.9** Balance the length and number of seasons and practices to allow participants to rest and recover properly
- 2.4.9** Operate and manage the Pro Shop to offer:
  - 2.4.9.1** Tennis racquet services, including racquet stringing and repair.
  - 2.4.9.2** Various food and beverages.
  - 2.4.9.3** Retail items related to the Tennis Center operations.
- 2.4.10** Assist in fundraising activities to provide additional funds for PROS capital improvements at the Tennis Center.
- 2.4.11** Actively promote and market the Tennis Center to foster awareness of provided services and to attract and retain customers.
- 2.4.12** 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.
- 2.4.13** Manage, operate, and maintain the Facilities and provide Services in a manner that will be safe, customer-oriented with prompt service, complaint resolution, effective employee performance and training and timely initiation and completion of all Work.
- 2.4.14** Take care of the Facilities and using the same in a careful manner and, at its own expense, repair County property and Facilities damaged by its operations.
- 2.4.15** Keep all equipment and supplies necessary to maintain the Facilities in the same condition as at the commencement of any Agreement issued as a result of this RFP or better.
- 2.4.16** Provide assistance, expertise, and technical advice to the County regarding general changes in the industry rules and regulations, safety and operation of the Facilities, suggesting the types of equipment, merchandise, services, and promotional methods associated with this type of operation.
- 2.4.17** Ensure employees are distinctively uniformed or appropriately attired so as to be distinguishable as the selected Proposer's employees and not as employees of the County.
- 2.4.18** Provide all labor and materials to repair and maintain the day-to-day operations of the Facilities, including, but not limited to net, wind screen, light bulb, and ballast replacements, etc.
- 2.4.19** Prepare plan(s) for emergencies, including, but not limited to, fire, acts of nature, etc., and implement the approved plan(s) if instructed to do so by the County. Approved plans shall be, at a minimum, equal to that of the Park in which the Facilities reside.

**Commented [HC(1)]:** In opposition to 2.5.9

2.4.20 Advise PROS of schedules of Clinics, Tournaments, and any relevant information on tennis, tennis merchandising, tennis management, etc.

**2.5 County's Rights and Responsibilities for Tennis Centers**

- 2.5.1 The County shall have sole discretion in determining what related services may or may not be provided. The County may allow the selected Proposer to provide additional services and/or use County adjacent space or within the 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.
- 2.5.2 The County may, at its sole and absolute discretion grant exceptions to change and or modify tennis courts 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 drawings changes, in reference to tennis court usage and include an outcome statement that complies with the master plan of the proposed county facility.
- 2.5.3 The County shall have the right to request revision of: 1) prices on all Goods and Services provided by the selected Proposer, 2) selected Proposer's reservation policy for Tennis Center related rentals, and 3) selected Proposer's schedule of intended hours of operation and staffing levels.
- 2.5.4 The County reserves the right to schedule special events that may preclude the selected Proposer from operating in the Facilities or providing the Services, or a portion thereof, for a limited time. The County will use reasonable efforts to notify the selected Proposer as early as possible of these special events.
- 2.5.5 The County shall have the right, without limitation, to monitor and test the quality of Services of the selected Proposer, including, but not limited to personnel and the effectiveness of its cash-handling procedures, through the use of a shopping service, closed circuit TV, and other reasonable means.
- 2.5.6 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 be required to make any improvements in cleaning or maintenance methods reasonably required by the County. Such periodic inspections may also be made at the County's discretion to determine whether the selected Proposer is operating in compliance with the terms and provisions herein.
- 2.5.7 The County reserves the right to determine the attractiveness and appropriateness of the Facilities and to request that the selected Proposer make changes, if necessary, and such determinations by the County shall be considered final.
- 2.5.8 The County shall have the right, at its sole cost and expense, without limitation, to make any repairs, alterations and additions to any structures and facilities, including the Facilities covered under this Contract, free from any and all liability for loss of business or damages of any nature whatsoever during the making of such repairs, alteration and additions.
- 2.5.9 The County shall be responsible for Utilities associated with the day-to-day operations. The County shall pay for all charges for Utility services used or consumed in or upon the Facilities including: electricity, water, and sewerage charges under this Contract.
- 2.5.10 The County shall be responsible for lighting fixtures and lightbulb replacement/installation.
- 2.5.11 The County shall be responsible for one (1) court resurfacing and/or painting at least every five (5) years.
- 2.5.12 The County shall provide a dumpster within the Park for selected Proposer to discard trash.
- 2.5.13 The County shall be responsible for mowing, landscaping, and tree maintenance as needed at the Facility.
- 2.5.14 The County shall have the right to approve or deny in writing any subcontractors in its sole discretion.
- 2.5.15 The County reserves the right to close the Facilities prior to an act of nature and keep said Facilities closed until deemed safe in the opinion of the County.

**2.6 Proposer's Rights and Responsibilities for Tennis Centers**

- 2.6.1** Selected Proposer shall not place any unacceptable load or burden on the capacity of the applicable building systems and Utility lines of the Park as determined either by the public utility providing such service or by the County in the exercise of reasonable judgment.
- 2.6.2** Selected Proposer shall be responsible for trash service and pest extermination service within the Facilities. The selected Proposer shall keep the Facilities and equipment clean at all times. If the Facilities and equipment are not kept clean in the opinion of the County, the selected Proposer will be advised and if correction action is not immediately taken, the County will cause the same to be cleaned and/or treated and the selected Proposer(s) shall assume responsibility and liability for such cleaning and/or extermination costs associated.
- 2.6.3** Selected Proposer shall be responsible for the daily upkeep of the Tennis Center and applicable equipment, and Facilities. The selected Proposer shall repair and maintain the Tennis Center to include at a minimum:
  - 2.6.3.1** Repair and replacement of nets, wind screens, furniture, and any other equipment and fixtures located within the Tennis Center.
  - 2.6.3.2** Pressure cleaning of tennis courts at least once every eight (8) months.
  - 2.6.3.3** Installation and/or upkeep of existing windscreens.
  - 2.6.3.4** Ensure exterior Tennis Center Pro Shop walls are clean and painted, as approved by PROS.
    - 2.6.3.4.1** Selected Proposer shall seek approval from PROS on color of paint to be utilized.
  - 2.6.3.5** Maintain chain-link access control fence and gates in a manner so that the fence is not in any way damaged, ensuring there are no obvious breaks, that it is firmly attached to erect fencing poles, and that the chain links have all associated hardware intact.
  - 2.6.3.6** Maintain existing cement sidewalk from the parking lot to and from the court, entrance gates and to and from Pro Shop (if applicable), and spectator areas so as to keep the areas safe to walk through by park patrons.
  - 2.6.3.7** Ensure walkways are free of debris.
  - 2.6.3.8** Maintain ample roll dries for each court and an ample supply of replacement roll dry units to ensure courts can be adequately dried after rain.
  - 2.6.3.9** Provide and maintain Tennis Center trash cans by placing them in the spectator seating areas and Pro Shop area (if applicable). The trash cans should be emptied into the County provided dumpster within the Park when filled to capacity and should never have trash overflowing.
  - 2.6.3.10** Proposer shall maintain restrooms by cleaning daily, removing trash, and restocking of all paper supplies as necessary.
- 2.6.4** Selected Proposer shall, at its sole cost, obtain all permits, licenses, and approvals required for operation and performance under this Contract.
- 2.6.5** Selected Proposer shall comply with Miami-Dade County Ordinance No. 08-07, Chapter 26, "Miami-Dade County Park and Recreation Department Rules and Regulations, Article III, The Shannon Melendi Act". The selected Proposer shall ensure that all selected Proposer's management, staff, and volunteers:
  - 2.6.5.1** Have had nationwide criminal background checks conducted by a Professional Background Screener.
  - 2.6.5.2** Have been screened through the Florida Department of Law Enforcement Sexual Predator/Offender Database, and a check of the National Sex Offender Public Registry.
  - 2.6.5.3** Have been verified as being United States Citizens or having legal immigrant status employment.
  - 2.6.5.4** Complete an affidavit affirming that no work or volunteer duties will be performed on Park property owned or operated by Miami-Dade County in violation of this Ordinance and that an arrest will be reported to the selected Proposer within forty-eight (48) hours of such arrest.

- 2.6.5.5** Wear picture identification at all times while on County property and when in direct contact with tennis patrons and the general public.
- 2.6.5.6** Retain all records demonstrating compliance with the background screening required herein for not less than three (3) years beyond the end of the contract term. The selected Proposer shall provide the County with access to these records annually, or at the request of the County.
- 2.6.6** Selected Proposer shall comply with Miami-Dade County Ordinance No. 16-58 amending Chapter 26 of the Code of Miami-Dade County by adding Rule 36 that bans polystyrene (also known as Styrofoam) in Parks under many circumstances. A polystyrene article is defined as plates, bowls, cups, utensils, cutlery, tableware, containers, lids, trays, coolers, ice chests, bags, boxes, wrappings, bottles, and all similar articles that consist of polystyrene. This rule does not apply to polystyrene articles that are used for prepackaged food that have been filled and sealed prior to receipt by the selected Proposer.
- 2.6.7** It shall be the selected Proposer's full responsibility to secure the Facilities included in this Solicitation twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. The County will not accept any responsibility for the selected Proposer's equipment, supplies, other personal property, money, etc.
- 2.6.8** The selected Proposer shall follow the County's emergency evacuation and hurricane plan as set forth for the Facilities.
- 2.6.9** The selected Proposer shall employ a qualified, full-time, on-site manager having experience in the management of this type of operation, who shall be available during normal business hours, and be delegated sufficient authority to ensure the competent performance and fulfillment of the responsibility of the selected Proposer under this Contract and to accept all notices provided for herein throughout the term of this Contract or any extensions thereof.
- 2.6.10** A management person of the selected Proposer shall be on call, at all times, for emergencies or other matters related to the operations under this Contract.
- 2.6.11** All equipment and personal property furnished by selected Proposer shall be of good quality and suitable for its purpose.
- 2.6.12** Selected Proposer shall use the Facilities only for the use permitted and shall not provide any services or sell any item or product without the prior written approval of the Project Manager. Further, all activity and use shall be in accordance with Article 7 of the Home Rule Charter of Miami-Dade County.
- 2.6.12.1** No alcoholic beverages are permitted on the tennis courts at any time and selected Proposer are responsible for conduct of patrons during rentals.
- 2.6.13** Selected Proposer 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.
- 2.6.14** Throughout the term of this Agreement, including any renewal term, the selected Proposer shall be responsible for the timely payment (i.e., before delinquency) of any and all taxes levied on the selected Proposer, which taxes relate to, arise out of, or are a result of the operations and/or performance under this Agreement. The selected Proposer's liability for the payment of taxes shall encompass taxes imposed by any taxing authority including, but not limited to, state, county, and municipal taxing authorities.
- 2.6.15** Selected Proposer, 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 selected Proposer's property; (iii) Selected Proposer's portion of the utility lines in the Facilities, if damaged due to selected Proposer's negligence; (iv) the moving of selected Proposer's property in or out of the Facilities or Park; (v) the misuse or neglect of the Facilities or Park by selected Proposer or any of its employees, agents, contractors, or customers including the failure or neglect to make the repairs required. Selected Proposer shall also repair all damages to the Facilities and/or Park caused by the selected Proposer, its employees, agents, or independent contractors.

- 2.6.16** Selected Proposer shall be responsible for conduct of all individuals or groups renting the Facilities.
- 2.6.17** Selected Proposer shall maintain a listing or log of the use of the all tennis courts. The log, at a minimum, should contain reservations made and used including number of players and the date and time used.
- 2.6.18** Selected Proposer shall refrain from utilizing outside Park surfaces for commercial advertisements including company logos.
- 2.6.19** Selected Proposer shall request prior written approval from Park Manager for all tournaments, special events, or additional facility usage.
- 2.6.20** Selected proposer shall purchase, provide, and maintain County approved software and point of sale system that allows County access to real-time information and reports on sales data.
- 2.6.21** Selected Proposer shall request approval from the County in writing in advance for use of any subcontractors.
- 2.6.22** Selected Proposer shall be responsible for any costs associated with a Force Majeure act at the Facilities including, but not limited to, repairs, maintenance, loss of revenues, etc. as County will not reimburse for expenses, extend the agreement term, or prorate the Guaranteed Monthly Fee in such instances. In addition, such expenses by the selected Proposer shall not be considered for Park Capital Improvements and the associated Option to Renew periods.

## **2.7 Additional Services**

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

## **2.8 Additional Locations**

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

## **2.9 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 selected Proposer shall pay a guaranteed monthly fixed fee to the County for the operation and management of the Facilities and other applicable services.

It is expected that Proposers calculate and take into consideration changes in the industry, economy, etc. and reflect these accordingly in the proposed guaranteed monthly fixed fee for each year.