

DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☒ New
 ☐ OTR
 ☐ Sole Source
 ☐ Bid Waiver
 ☐ Emergency
 Previous Contract/Project No. RFP634
Contract
☐ Re-Bid
 ☐ Other
 LIVING WAGE APPLIES: ☐ YES ☒ NO
 Requisition No./Project No. RQPR1600016
 TERM OF CONTRACT 5 YEAR(S) WITH 1 five YEAR OTR

Requisition /Project Title: Tennis Center Operations

Description: PROS is soliciting proposals for tennis center operations at three Miami-Dade County Park tennis facilities. Services include operating and maintaining tennis courts and pro shops, providing tennis lessons, leagues, tournaments, summer tennis program/camps, etc.

Issuing Department: PROS
 Contact Person: Jessica Tyrrell
 Phone: 305-375-4946
 Estimate Revenue: \$600,000
 GENERAL
 FEDERAL
 OTHER
 Funding Source:
 Rev Gen.

ANALYSIS

Commodity Codes:	<u>90672</u>	<u>91265</u>		
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.				
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	
Contractor:	<u>Multiple</u>			
Small Business Enterprise:	<u>N/A</u>			
Contract Value:				
Comments: <u></u>				
Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				
Basis of recommendation: <u></u>				
Signed: <u>Jessica Tyrrell</u>			Date sent to SBD: <u>5/3/16</u>	
			Date returned to DPM: <u></u>	



**REQUEST FOR PROPOSALS (RFP) No. 00000
FOR
TENNIS CENTER OPERATIONS**

PRE-PROPOSAL CONFERENCE AND SITE VISIT TO BE HELD:

_____, 2016 at __:00 AM (local time)
111 NW 1st Street, 13th Floor, Conf. Rm __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Services Division
for

Parks, Recreation, and Open Spaces Department

COUNTY CONTACT FOR THIS SOLICITATION:

Jessica Tyrrell, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-4946
E-mail: tyrrell@miamidade.gov

**PROPOSAL RESPONSES DUE:
INSERT DATE AND TIME**

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

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

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

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation 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.

2.0 SCOPE OF SERVICES**2.1 Background**

PROS requires experienced and capable Proposer(s) to provide a broad range of professional tennis instruction and/or facility operation (Tennis Center) to the general public at various County parks: 1) Tropical Park located at 7900 SW 40th Street, Miami, Florida 33155; 2) Continental Park located at 10000 SW 82 Avenue, Miami, Florida 33156; and 3) Ives Estates Park located at 1475 Ives Dairy Road, Miami, Florida 33179. PROS's objective is to provide the patrons of various County Parks Tennis Center operations that are normally associated with the tennis industry, provide related goods and services during the designated hours, and promote the park and operations. The selected Proposer(s) should have experience in tennis instruction, operation of tennis facilities and related activities, as well as the knowledge of the legal requirements that are involved in this type of operation.

2.2 Tropical Park Description

PROS currently owns the Tennis Center at Tropical Park located at 7900 SW 40th Street, Miami, Florida 33155. 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) racquetball courts.
 - 2.2.1.1 Three (3) of the twelve (12) tennis courts must be available to the public at all times.
- 2.2.2 A Pro Shop, approximately 225 square feet located adjacent to the tennis courts which shall be used for the sale of food, beverages, and/or related merchandise/services.
- 2.2.3 A storage room, approximately 300 square feet located between the racquetball courts.

2.3 Continental Park Description

PROS currently owns the Tennis Center at Continental Park located at 10000 SW 82nd Avenue, Miami, Florida 33156. The selected Proposer shall operate and maintain the following as part of this Tennis Center:

- 2.3.1 Eight (8) lighted tennis courts.
 - 2.3.1.1 Two (2) of six (6) tennis courts must be available to the public at all times.
- 2.3.2 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.
- 2.3.3 Two (2) storage rooms, approximately 75 square feet each, located adjacent to the restrooms.

2.4 Ives Estates Park Description

PROS currently owns the Tennis Center at Ives Estates Park located at 1475 Ives Dairy Road, Miami, Florida 33179. The selected Proposer shall operate and maintain the following as part of this Tennis Center:

- 2.4.1 Eight (8) lighted tennis courts.
 - 2.4.1.1 Two (2) of eight (8) tennis courts must be available to the public at all times.
- 2.4.2 A Pro Shop, approximately 225 square feet located adjacent to the tennis courts which shall be used for the sale of food, beverages, and/or related merchandise/services.

2.5 Qualifications for all Parks

The selected Proposer(s) should:

- 2.5.1 be certified by USPTA, USTA, or USPTR at the start of the agreement
- 2.5.2 provide tennis instruction at the Tennis Center taught by a USPTA certified Professional-level member(s).

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

2.6 General Services to be Provided at all Tennis Centers

- 2.6.1 Operate the Tennis Center including tennis courts, pro shop, storage rooms, and related services for each as applicable, as approved by the County, in a manner normally associated with this type of operation and the tennis industry, in accordance with Article 7 of The Home Rule Amendment and Charter as amended November 4, 2014 (Attachment A).
- 2.6.2 Provide tennis lessons and demonstrations that may be either "fee-based" or "free", depending on mutual advance of selected Proposer and the County. The selected Proposer shall promote and/or teach lessons to:
 - 2.6.2.1 Individuals (Individual Lessons)
 - 2.6.2.2 Groups (Group Lessons)
 - 2.6.2.3 Clinics (Clinic)

2.6.2.4 Demonstrations**2.6.2.5 Coaching**

- 2.6.3** Accommodate existing or promote new league play and Tournaments at the Tennis Center. Types of leagues should include women teams, men teams, mixed, doubles, junior, teen, etc. One or more which may exist in some fashion at different levels of skill or ability.
- 2.6.4** Assist PROS in the establishment, operation, and tabulation of tennis Tournaments as requested by PROS, including participation in establishing specific needs for individual Tournaments.
- 2.6.5** Establish, manage, and promote a Summer Tennis Program and/or camp to offer a youth oriented program geared toward introducing kids to the basics of tennis.
- 2.6.6** Establish, manage, and promote a Junior Tennis Team at the Tennis Center.
- 2.6.7** Operate and manage the Pro Shop to offer:
 - 2.6.7.1** Tennis racquet services, including racquet stringing and repair.
 - 2.6.7.2** Various food and beverages.
 - 2.6.7.3** Retail items related to the Tennis Center operations.
- 2.6.8** Assist in fundraising activities to provide additional funds for PROS capital improvements at the Tennis Center.
- 2.6.2** 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.
- 2.6.3** Provide an operation that will be safe, customer oriented with prompt service, complaint resolution, effective employee performance and training and timely initiation and completion of all Work.
- 2.6.4** Manage, operate and maintain the Facilities and provide Services and activities in accordance with legal requirements and safety practices required for the safe operation.
- 2.6.5** Take good care of the Facilities and using the same in a careful manner and, at its own expense, repair County property and facilities damaged by its operations.
- 2.6.6** Keep all equipment and supplies necessary to maintain the Facilities in the same condition as at the commencement of any Agreement issued as a result of this RFP or better.
- 2.6.7** Provide assistance, expertise, and technical advice to the County regarding general changes in the industry rules and regulations, safety and operation of the Facilities, suggesting the types of equipment, merchandise, services, and promotional methods associated with this type of operation.
- 2.6.8** Ensure employees are distinctively uniformed or appropriately attired so as to be distinguishable as the selected Proposer's employees and not as employees of the County.
- 2.6.9** Provide all labor and materials to repair and maintain the day-to-day operations of the Facilities.
- 2.6.10** 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.

2.7 County's Rights and Responsibilities

- 2.7.1** The County shall have sole discretion in determining what related services may or may not be provided. The County may allow the selected Proposer to provide additional services and/or use County adjacent space or within the 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.
- 2.7.2** 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.
- 2.7.3** 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.
- 2.7.4** 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.
- 2.7.5** 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 of this Contract.
- 2.7.6** 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.

- 2.7.7** 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.

2.8 Proposer's Rights and Responsibilities

- 2.8.1** The selected Proposer shall be responsible for all operating expenses, including Utilities associated with the day-to-day operations. The selected Proposer shall pay for all charges for Utility services used or consumed in or upon the Facilities including, but not limited to: electricity, water, and sewerage charges under this Contract. Such charges are separately measured by metering or otherwise. Selected Proposer shall transfer service into the name of the Proposer and pay the actual cost thereof. 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.
- 2.8.2** Selected Proposer shall be responsible for janitorial 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 shall assume responsibility and liability for such cleaning and/or extermination costs associated.
- 2.8.3** The selected Proposer shall, at its sole cost, obtain all permits, licenses, and approvals required for operation and performance under this Contract.
- 2.8.4** 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:
- 2.8.4.1** Have had nationwide criminal background checks conducted by a Professional Background Screener.
- 2.8.4.2** Have been screened through the Florida Department of Law Enforcement Sexual Predator/Offender Database, and a check of the National Sex Offender Public Registry.
- 2.8.4.3** Have been verified as being United States Citizens or having legal immigrant status employment.
- 2.8.4.4** 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.
- 2.8.4.5** Wear picture identification at all times while on County property and when in direct contact with golf patrons and the general public.
- 2.8.4.6** Retain all records demonstrating compliance with the background screening required herein for not less than three (3) years beyond the end of the contract term. The selected Proposer shall provide the County with access to these records annually, or at the request of the County.
- 2.8.5** It shall be the selected Proposer's full responsibility to secure the Facilities included in this Solicitation twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. The County will not accept any responsibility for the selected Proposer's equipment, supplies, other personal property, money, etc.
- 2.8.6** The selected Proposer shall follow the County's emergency evacuation and hurricane plan as set forth for the Facilities or Park.
- 2.8.7** Selected Proposer shall repair all damages to the Facilities or Park caused by the selected Proposer, its employees, agents, or independent contractors.
- 2.8.8** 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.
- 2.8.9** 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.
- 2.8.10** All equipment and personal property furnished by selected Proposer shall be of good quality and suitable for its purpose.
- 2.8.11** 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.
- 2.8.12** 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.

- 2.8.13** 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.
- 2.8.14** 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.
- 2.8.15** Selected Proposer shall be responsible for conduct of all individuals or groups renting the Facilities.

2.9 Additional Services

The County, at its sole discretion, may allow the selected Proposer(s) to provide additional services and/or use additional or substitute space within the Facilities, upon such terms as the parties may agree. Any additional services must be associated with, and be incidental to, normal tennis center operations. However, any right to additional services and space by selected Proposer 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.

2.10 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. If the County and the recommended Proposer cannot negotiate a successful agreement, the County may terminate negotiations and begin negotiations with other Proposers. Upon award of the additional Facility or expansion of Services, the selected Proposer's agreement will be supplemented, identifying additional Facility and revenue information.

2.11 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, exclusive of Utilities payment AND a percentage of monthly gross revenues/receipts, exclusive of Utilities payment as required under Section 2.6, General Services to be Provided at all Tennis Centers, for the operation and management of the Facilities and other applicable services.