

February 13, 2018 - Regular Meeting
Agenda Item #35

Approved in Open Session 2/13/18,
Manatee County
Board of County Commissioners

Subject

Tennis Management - Small Dollar Concession

Briefings

None

Contact and/or Presenter Information

Charlie Hunsicker / Director / x6001

Danny Hopkins / Recreation Division Manager / x6005

Action Requested

Approval to allow staff to move forward with a competitive selection process for a Small Dollar Concession Agreement valued at less than \$50,000 to maintain services, tennis instruction, and program coordination to fully operate and manage select tennis court facilities throughout Manatee County.

Enabling/Regulating Authority

FS 125

Background Discussion

Manatee County owns and operates five outer-site hard tennis court facilities (lighted and unlighted) throughout Manatee County, aside from courts at the G.T. Bray Recreation Center complex.

The outer-site courts are very busy with public use between tennis and pickleball. As well, the courts are used by coaches providing fee-based instructional services without a County contract. The department receives regular complaints from the public regarding the unavailability of courts being used for instruction.

Through an agreement, an experienced tennis management service would maintain services, tennis instruction, and program coordination to fully operate and manage select court locations in accordance with the specifications, conditions, and other provisions of an agreement.

The Provider and the Director of the Parks and Natural Resources Department, or his designee, will agree upon schedules that will accommodate general public access and honor all existing agreements with the School Board.

Staff recommends that a small dollar concession Request for Proposal (RFP) be developed from the attached Proposed Scope of Services so an agreement can be issued to a qualified organization that is capable of providing youth and adult tennis management services.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Please return an approved copy of the agenda to Luz.McQuiston@mymanatee.org and Cynthia.Gray@mymanatee.org

Distributed 2/15/18, RT

Cost and Funds Source Account Number and Name

106.0013100 - Racquet Center

Amount and Frequency of Recurring Costs

None

Attachment: [Draft Scope of Services_Tennis Program Management Services.pdf](#)

**PROPOSED
SCOPE OF SERVICES**

TENNIS PROGRAM MANAGEMENT SERVICES

BACKGROUND INFORMATION

Manatee County is a mid-sized Florida County located on the southwest coast and consists of 9 miles of beaches on the Gulf of Mexico coastline, 741 square miles of land, 311,000 residents, and attracts more than 2 million visitors each year.

The county owns and operates five outer-site hard tennis court facilities throughout Manatee County (lighted and unlighted). Through an agreement, an experienced tennis management service would maintain services, tennis instruction, and program coordination to fully operate and manage select court locations in accordance with the specifications, conditions, and other provisions of an agreement.

Manatee County is requesting proposals from parties capable of providing tennis program management services.

GENERAL SCOPE OF SERVICES

The selected Proposer(s) shall:

- Formulate, implement, direct manage and control a complete and full service tennis program for persons of all ages and skill levels within the constraints of available facilities to serve the needs of the County.
- Duties shall include, but not be limited to scheduling and administering the following activities:
 - Group and private tennis lessons and instruction
 - Junior tennis program, including but not limited to, lessons, matches, tournaments, league play and clinics
 - Clinics for adults and youth
 - Tennis instruction for beginners, intermediate and advanced tennis players
 - Coordinate activities and events for users of the select county owned tennis facilities. This shall include, but not be limited to the establishment of leagues, round robins, socials and tournaments.
 - Coordinate rental requests as well as open use programs.
 - A high performance Academy tennis training program to provide high level training for more intense level of tennis performance for professional and/or junior players.
 - Provide staff for operation. This shall include, but not be limited to, answering telephones, assisting with program registrations and membership sales, interacting with patrons of tennis facility, collection of all tennis fees and maintaining records.
 - Maintain the courts, equipment and other personal property in a good condition

The County shall provide the following:

- Tennis facilities throughout Manatee County to conduct business
- Advertising through county website and county-wide distribution of recreational brochure
- Limited space for onsite temporary signage and advertising

- Special Event permitting of courts by other entities

All County purchased and provided furnishings for said location(s) shall remain County property.

The County shall have the final approval for the following:

- Schedule of camps, classes, and tournaments. The Provider and the Director of the Parks & Natural Resources Department or his designee will agree upon schedules that will accommodate general public access and honor all existing agreements with the School Board.
- Pricing. All prices charged shall be reasonable, appropriate and representative of those charged elsewhere for similar services.
- Quality Assurance. All services offered shall be of excellent quality.

Any changes to the proposed schedule or pricing shall be submitted in writing to the County for review and approval.

SPECIFIC REQUIREMENTS

All Providers that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

- Provider shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances. Successful respondent must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via www.sunbiz.org.
- The Provider shall provide to the County a copy of the bylaws and or constitution that governs the operations of the proposed program.
- Provider must have three (3) years of experience; three (3) years managing a recreational tennis program within the past five (5) years, preferably one (1) with a government entity in Florida. Supporting references must include company name or governmental agency, contact person telephone number and email address. It is the responsibility of the provider to ascertain that the contact person will be responsive.
- The Provider must provide a written narrative of all proposed programming. This shall include all seasons, tournaments, camps/classes days/times, awards ceremony, etc. and the costs covered by registration fees.
- Provider must meet minimum student enrollment based upon the type of program. The Provider agrees to take daily attendance of all students registered for the class.
- The fee charged to each participant will be described in a Registration Pricing Sheet for each camp, classes, and tournaments. Provider may not charge more than the approved rate.
- The Provider warrants to County that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under an agreement.

- The Provider agrees that they shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under an agreement. The Provider shall stipulate and certify that he/she is qualified to teach the course he/she is hired to teach, maintains the education and required licenses or permits necessary to teach the class and shall continue to maintain such licenses or permits during the tenure of an agreement.
- An agreement is considered non-exclusive. The County shall have the right to purchase the same kind of services to be provided by the Provider from other sources during the term of an agreement. The Provider is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the Provider's provision of services to the County.
- Department approval is required for any promotional material, flyers, and posters advertising the program prior to its release. The Provider shall also comply with the County's Ordinance Chapter 2-24-8 entitled "Vending and posting of signs" in reference to (1) Vending and peddling, and (2) Signs and handbills.
- All advertising, marketing and signage shall be the responsibility and expense of the selected Provider and approved by the county prior to distribution.
- The Provider shall not promote any privately owned business in a County park/facility or solicit any participant in a County park/facility for any privately owned business. The Provider may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, or any other activities that are outside the approved scope of services for such class. It is further understood that such action(s) may result in immediate termination of an agreement and the forfeiture of all compensation due to the Provider.
- Any website and social networking sites created by and operated by the selected Provider referencing operations on County property shall be monitored and approved by the County for content.
- The Provider shall abide by the rules and regulations of the Department as promulgated from time to time. Provider understands and agrees that the Department shall have first priority for use of said facilities, notwithstanding any other provisions of an agreement.
- Selected Provider shall report all accidents or incidents to the County immediately after occurrence.
- Manatee County requires that the selected Provider close the selected Provider's operation whenever severe storms or other climatic, health or structural related hazards make human health or safety a concern.
- All assistants, substitutes, and additional instructors utilized by the Provider must have prior written approval of the Department. The County reserves the right to perform background checks on the selected Proposer(s) and the staff at its sole discretion.
- Provider shall provide necessary supervisory personnel to ensure that the participants of the program obey all Department Rules and Regulations.

- The Department or County may require that the Provider not be permitted to utilize specific assistants, substitutes, or additional instructors who have failed to follow the Department rules.
- Although the County shall not control the instructor's techniques, methods, procedures, or sequence of instruction, the Provider will endeavor to comply with the County's and Department's policies and procedures so as not to interfere with their operation, harm or damage the equipment or facilities afforded to Provider for his/her class, or to otherwise disrupt the other on-site activities being offered at such public facilities.
- The Provider also acknowledges that he or she is primarily responsible for the conduct of the students in all classes under his or her charge.
- If the Provider will be providing services directly with minor children without parental supervision, the Provider shall, prior to commencing services under an agreement, comply with the County's policy regarding criminal background screening in accordance with Chapter 435, Florida Statutes, Level II screening. Background screening will be at the Provider's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of Provider's employees or any individual who will come in contact with a child at the County through Provider or at Provider's direction, authorizing the County to conduct an inquiry. The result of the inquiry may be deemed acceptable by the County in its sole and complete discretion. *If the Provider has recently had a background screening conducted by another agency, the County, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.*
- The County shall be compensated in the following manner:
 - In consideration of the Provider's services in connection with the classes, programs, and activities, described herein, the County shall be entitled to 30% of the fees paid by participants and the Provider shall be entitled to the remaining 70% of fees paid.
 - The Provider will collect all fees from the participants. During the first year of agreement, the Provider shall pay twenty percent (20%) of the gross income after each month to the County in the form of a check made payable to: *Manatee County Government*. After the first year of agreement, the Provider shall pay thirty percent (30%) of the gross income after each month to the County. Payment shall occur in monthly base payments as of the 20th business day of the following month.
 - Along with payment, the Provider shall also submit a monthly statement of income and a copy of the participant's registration form and attendance sheets.
 - It is the responsibility of the Provider to pay all applicable local, state, and federal taxes associated with an agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of an agreement.
- The selected Provider shall be required to keep, at its expense, accurate financial records, including revenue and expense reports, a financial statement reviewed by a qualified independent accountant or CPA annually, Florida State Sales Tax Returns, and Federal Payroll Tax Returns. These documents shall be made available to the County upon request.

- At all times, the selected Provider shall maintain types and levels of insurance required by the County, naming “Manatee County, a political subdivision of the state of Florida” as an additionally insured, and agree to indemnify the County.

EQUIPMENT & MATERIALS

- All materials and equipment needed or pertaining to the above stated program will be provided by the Provider at his/her own cost and expense. However, Provider may require students to obtain certain materials required in the program by providing a list of such materials (with approximate costs) to the participants. If Provider makes such materials available to participants, they must be sold at Provider’s cost. All equipment provided by the Provider shall be used in strict accordance with equipment manufacturer’s instructions and in accordance with all applicable laws.
- The sales or advertisement of merchandise is restricted to those materials utilized in and for the class. Fundraising activities conducted by the Provider must be approved by the County in advanced. The Provider shall obtain the County's approval of such merchandise prior to its distribution and advertisement or sale.
- Any supplies or equipment left at the facility will be the responsibility of the Provider. The County will not be responsible for any lost, stolen, or broken equipment or supplies.
- The Provider shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each class commences that cannot be corrected immediately by the Department, the class shall be canceled and the matter reported to the Department for correction. If the Provider elects to hold his/her class in the facility provided, it will be presumed that the Provider has inspected the premises and facilities and equipment provided for such class and has accepted same as being safe and suitable for the use intended.
- Provider will be responsible for all maintenance of provided equipment.

TERM OF CONTRACT

- The initial term of an agreement will be for one (1) year, with the potential for four (4) one-year renewals, if mutually agreed upon.