



City of Jacksonville Beach

Property and Procurement Division
1460A Shetter Ave., Jacksonville Beach, FL 32250
Tel: 904-247-6229



REQUEST FOR PROPOSALS

RFP Number:	03-2122
RFP Title:	Tennis Professional

Submittal Deadline	
Day:	Wednesday
Date:	February 2, 2022
Time:	2:00 P.M.
Location:	Property and Procurement
Address:	1460A Shetter Ave., Jacksonville Beach, FL 32250

ANTICIPATED TIME LINE: The **anticipated** schedule for this RFP is as follows:

RFP Advertised	5-January-2022
Deadline to Submit Questions	21-January-2022
Addendum (if necessary) Issued	26-January-2022
Submission Deadline	2-February-2022
RFP Opened	2-February-2022

TABLE OF CONTENTS

	<u>Page(s)</u>
SECTION A: OVERVIEW	3 – 5
1. Purpose	4
2. RFP Due Date	4
3. Questions and Requests for Clarification	4
4. Eligibility	4
5. Contract Award	4 - 5
6. Submittal Requirements	5
SECTION B: GENERAL PROVISIONS	6 – 18
SECTION C: SPECIFICATIONS	19 – 22
1. Introduction	20
2. Eligibility for Tennis Professional	20
3. Minimum Services Required from Tennis Professional	21
4. Independent Contractor	21
5. Tennis Pro Shop	22
6. Instruction	22
7. Facility Maintenance	22
8. Signs and Equipment	22
9. Contract Term	22
SECTION D: EVALUATION AND AWARD PROCEDURES	23 - 25
SECTION E: FORMS	26 – 34
Form 1: Proposal Tender Form	27 - 28
Form 2: RFP Award Notice	29
Form 3: Required Disclosure	30
Form 4: Drug-Free Workplace Compliance	31
Form 5: Non-Collusion Affidavit	32
Form 6: Non-Bankruptcy Affidavit	33
W-9	34

SECTION A: OVERVIEW

OVERVIEW

1. PURPOSE:

The City of Jacksonville Beach, (hereinafter “City”) is soliciting proposals from qualified professionals for a Tennis Professional for the City’s tennis facilities located at Huguenot Park and South Beach Park.

The Jacksonville Beach Tennis Club is located at Huguenot Park, one block from the ocean. Its features include seven (7) lighted courts with hitting backboard, a pro shop and a lounge. In addition, the City has one (1) court located at the South Beach Park. The courts are open seven (7) days a week throughout the year. Court maintenance is the responsibility of the City.

The intent of the solicitation is to obtain the most efficient, cost effective professional service contract provided by a qualified and responsible individual based in all respects in accordance with the solicitation documents and to the satisfaction of the City.

Interested, qualified tennis professionals, who can demonstrate ability to successfully provide these tennis services are invited to submit a proposal, provided they meet the minimum eligibility requirements described below.

2. RFP DUE DATE: 2:00 PM WEDNESDAY FEBRUARY 2, 2022

RFPs will be received until 2:00 P.M., Wednesday, February 2, 2022, and then opened publicly by the Property and Procurement Division, First Floor O&M Building, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250.

3. QUESTIONS AND REQUESTS FOR CLARIFICATION:

No verbal interpretations will be made of any documents. Requests for such interpretations shall be made in writing or via email at Purchasing@jaxbchfl.net no later than **Friday, January 21, 2022**. Interpretation will be in the form of an addendum and will be published on the RFP section of the City’s website.

4. ELIGIBILITY

The selected individual will be an independent contractor, not an employee of the City. The selected contractor will be required to furnish adequate liability and workman’s compensation insurance.

5. CONTRACT AWARD:

The City reserves the right to enter into a contract with the selected firm(s) that the City deems to offer the best overall qualifications and experience. In addition, the City Manager, as the City’s representative, in his sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

The City reserves the right to negotiate with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, the City reserves the right to negotiate and recommend award to the next ranked respondent or subsequent respondents, until an agreement is reached.

The City reserves the right to award this contract to one or more firms. In the event of a multiple award, the City will designate a Primary and Secondary Contractor. The Secondary Contractor will be used if the Primary Contractor is unable to cope with the demands of the project, or if performance standards are unacceptable, or if the contract is terminated for cause or convenience.

6. SUBMITTAL REQUIREMENTS:

Submit completed package **one (1)** original plus **three (3)** copies and **one (1)** USB thumb drive in one sealed envelope. Packages received without the requested information or quantities may be rejected.

It is incumbent upon the respondent to ensure that all copies of the proposal package submittals are complete and exact replicas of each other.

Clearly mark the submittal envelope with the RFP number, RFP title and Respondent name.

It is incumbent upon the Respondent to ensure that proposal package submittals are received by the Property and Procurement Division on time. Submissions received after the due date and time will not be considered.

SECTION B: GENERAL PROVISIONS

GENERAL PROVISIONS

1. INSTRUCTIONS TO RESPONDENTS:

- **Specifications** that are **explicit** to this particular **Request for Proposals Number 03-2122** are found in **SECTION C**, which begins on **page 19**.
- **The Minimal Proposal Package shall consist of the following:**

- Form 1:** Proposal Tender Form (2 pages)
- Form 2:** RFP Award Notice
- Form 3:** Required Disclosure
- Form 4:** Drug-Free Workplace Compliance
- Form 5:** Non-Collusion Affidavit, and
- Form 6:** Non-Bankruptcy Affidavit
- W-9**

All forms must be completely filled out, appropriately executed and submitted as part of the proposal package. These start on **page 26**.

Failure to comply with the requirements of this paragraph may be construed by the CITY as proper grounds for disqualifying any proposal at the CITY's sole discretion.

2. TERMS AND CONDITIONS:

- A. **General**. It is the purpose and intent of this contract to secure the supplies and/or services listed herein for the City of Jacksonville Beach, Jacksonville Beach, Florida, hereinafter called the "CITY."
- B. **Time for CITY Acceptance**. Unless otherwise specified herein, the submitter will allow ninety (90) days from the last date for the receiving of proposals for acceptance of its submittals by the CITY.
- C. **Effective Contract Term Start Date**. The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.
- D. **Extension of Contract**. If the CITY should advertise for RFP's, the contract resulting from this RFP shall automatically be extended month-to-month past its term end date. This will allow the CITY to receive and assess proposals, to award a new contract, and to ensure a smooth, cooperative and seamless transition between contractors; to minimize impact and disruption to customers; and, to maintain safety and health standards.
- E. **Contract Termination**. Subject to a thirty (30) day written notice, the CITY reserves the right to terminate the resulting contract for the following causes:
 - 1) The CONTRACTOR fails to perform the work in a satisfactory manner as determined by the CITY.

- 2) The CONTRACTOR fails to perform the work in a timely manner as determined by the CITY.
- 3) *For convenience.* By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY's performance and obligation to pay under this Agreement is contingent upon annual appropriations.

F. Award.

- 1) The CITY reserves the right to waive informalities, to reject any and all proposals, in whole or in part, and to accept the proposal(s) that in its judgment will best serve the interest of the CITY.
- 2) The CITY specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the submittal. Each item must be itemized separately and no attempt shall be made to tie any item or items together.

G. Inspection. All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case any articles are found to be defective, or otherwise not in conformity with the specification requirement, the CITY shall have the right to reject such articles.

H. Payments. The Contractor shall be paid, upon the submission of invoices in triplicate, the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order Number.

3. ADDITIONAL INFORMATION:

The information in this RFP package is provided to facilitate responses. Much effort was made to provide necessary and accurate information, but the CITY is not to be penalized for any lack of completeness. If you require further information regarding this submittal, please contact Luis F. Flores, Property and Procurement Officer in the Property and Procurement Division at (904) 247-6229.

4. ADDENDA TO THE RFP:

If any addenda are issued to this RFP, a good faith attempt will be made to deliver a copy to each of those respondents, who, according to the records of the Property and Procurement Division previously requested a copy of this RFP. However, prior to submitting a proposal, it shall be the responsibility of the respondent to contact the CITY's Property and Procurement Division at Purchasing@jaxbchfl.net to determine if any addenda were issued and if so, to obtain such addenda for attachment to, and consideration with, the RFP. Respondents should either acknowledge receipt of such addendum(s) on their proposal, or attach such addendum(s) to their proposal. Additionally, all documents associated with this RFP are available on the CITY's webpage:

<https://www.jacksonvillebeach.org/Bids.aspx>

5. USE OF PROPOSAL RESPONSE FORMS:

All submittals must include the forms provided in Section E of this package. Failure to comply may preclude consideration of the submission. Supplemental information may be attached to these forms.

6. DEVIATIONS FROM REQUESTED PLAN:

The contract terms and conditions stipulated in this RFP are those required by the CITY. Respondents are required to submit their qualification, which comply with the requested services. Any deviations from the services requested should be clearly noted.

7. CONFLICT WITH SPECIMEN CONTRACTS:

Unless specifically noted to the contrary as a deviation from the RFP, the submission of Respondent's specimen contract with a Respondent's proposal submittal shall not constitute notice of the Respondent's intent to deviate from the RFP in a restrictive manner. Unless specifically noted otherwise, the attachment of the Respondent's specimen contract shall be deemed to be an offer in at least full compliance with the RFP, and the Respondent expressly agrees to reform said contract to the extent inconsistent in a restrictive manner from the RFP. That is, submission of a Respondent's contract shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the RFP or a broadening of terms and conditions to the benefit of the CITY beyond that required by the RFP.

8. ERRORS IN SUBMITTALS:

Respondents shall fully inform themselves as to the conditions, requirements and specifications before submitting their qualifications. Failure to do so will be at the Respondent's own risk, and a Respondent cannot secure relief on a plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the Respondents.

9. LEGAL AND REGULATORY COMPLIANCE:

Respondents must agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to the Public Records Law, Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK, CITY OF JACKSONVILLE BEACH, 11 N. 3RD STREET, JACKSONVILLE BEACH, FLORIDA 32250, OFFICE: (904) 247-6250 Ext. 10, email address CityClerk@jaxbchfl.net.

The CONTACTOR shall comply with public records laws of Florida, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

10. CANCELLATION/NON-RENEWAL/ADVERSE CHANGE/RATE INCREASE NOTICE:

The CITY should be given at least a 90-day notice of cancellation, non-renewal, adverse change or increase in rates. (If applicable) N/A

11. WAIVER/REJECTION OF REPOSSES:

The CITY reserves the right to waive formalities or informalities in submissions and to reject any or all submittals or portions of submittals, or to accept any submittals or portions of submittals deemed to be in the best interest(s) of the CITY or to negotiate or not negotiate with the Respondent.

12. AUTHORIZED OFFER:

The person submitting the proposal should indicate the extent of authorization by the Company to make a valid offer in the proposal summary that may be accepted by the CITY to form a valid and binding contract.

If the person submitting the proposal is not authorized to submit a proposal that can be bound by CITY acceptance, such a person should also obtain the signature of an authorized representative of the Respondent's firm, that may result in a bound contract upon the CITY's acceptance.

13. EVALUATION OF RESPONSES:

The CITY will evaluate each response based on all the criteria set forth in the RFP. Fees may be requested as part of the response package. However, if fees are requested, the CITY reserves the right at its sole discretion to exclude the fees from the evaluation process. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.

14. USE OF PROPOSAL BY OTHER AGENCIES

It is hereby made a part of this RFP that the submission of any proposal response to the advertisement request constitutes a proposal made under the same terms and conditions, for the same contract price, to other government agencies if agreeable by the submitter and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies including the State of Florida, its agencies, political subdivisions, counties and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this RFP and subsequent contract award.

15. PUBLIC ENTITY CRIMES STATEMENT:

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 on 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 a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, 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**, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

16. CONFLICT OF INTEREST CERTIFICATE:

All solicitations once advertised, and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential proposers and/or proposers on City solicitations, the City's professional staff, and the City Council members.

Any lobbying by or on behalf of the respondent will result in rejection/disqualification of said proposal. Respondents shall refrain from any contact with City Council members and staff or the Evaluation Committee regarding this proposal.

DURING THE PERIOD BETWEEN PROPOSAL SUBMISSION DATE AND THE

CONTRACT AWARD, RESPONDENTS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE CITY COUNCIL OR CITY STAFF EXCEPT UPON THE REQUEST OF THE CITY OF JACKSONVILLE BEACH PROPERTY AND PROCUREMENT DIVISION IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

This provision is not meant to preclude respondents from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential respondents, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Violation of this provision may result in rejection of the respondent's proposal.

17. DISCRIMINATION CLAUSE:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit on a contract to provide 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 award or perform work as a contractor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

18. SAFETY REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES TO CITY:

- A. The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards including 29 CFR 1910 and any other rules and regulations applicable to construction and maintenance activities in the State of Florida. The Contractor shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any county or city or any other agency's rules and regulations regarding safety. The Contractor must employ all possible means to prevent contamination or pollution of air, waterways and soil.
- B. The CITY's safety personnel or any supervisor or inspector may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the CITY; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this contract and a duty of the contractor. The CITY reserves the right to require demonstration of compliance with the safety provisions of this contract. The parties agree that such failure is deemed to be a material breach of this agreement; and the Contractor agrees that upon such breach, all work pursuant to the contract shall terminate until demonstration to the CITY that the safety provisions of this

agreement have been complied with. In no event shall action or failure to act on the part of the CITY be construed as a duty to enforce the safety provisions of this agreement nor shall it be construed to create liability for the CITY for any act or failure to act in respect to the safety provisions of this agreement.

19. INSURANCE REQUIREMENTS:

19. (A) GENERAL INSURANCE PROVISIONS

Hold Harmless: The City shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the Contractor, unless such claims are a result of the City's sole negligence.

Payment on Behalf of the City: The Contractor agrees to pay on behalf of the City, the City's legal defense, for all claims described herein.

Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Loss Control/Safety: Precaution shall be exercised at all times by the Contractor for the protection of all persons, employees, and property. The Contractor shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

19. (B) PROOF OF CARRIAGE OF INSURANCE & NAMING CITY AS ADDITIONAL INSURED

The Contractor shall furnish the City with satisfactory proof of carriage of insurance required herein. The Contractor shall name the City of Jacksonville Beach (City) as additional insured on the Contractor's, and any sub-consultant or sub-contractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the Contractor or its sub-consultants or subcontractors. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the Organization.

19. (C) COVERAGE REQUIREMENTS:

Basic Coverages Required: During the term of this contract, the Contractor shall procure and maintain the following-described insurance and/or self-insurance except for coverage's specifically waived by the City. All policies and insurers must be acceptable to the City.

These insurance requirements shall not limit the liability of the Contractor. The City does not

represent these types of amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

All insurers must carry a current A M Best rating of at least A-

Worker's Compensation Coverage is **required**.

The CONTRACTOR and all subcontractors shall purchase and maintain worker's compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

The CONTRACTOR and all subcontractors shall also purchase any other coverage required by law for the benefit of employees.

General Liability Coverage is **required for Contractor and all subcontractors**.

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and is **required**.

Coverage C, medical payments is **not required**.

Amounts:	Bodily Injury:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate

Products and Completed Operations are **required for Contractor and all subcontractors**.

Amount:	\$1,000,000	Aggregate
---------	-------------	-----------

Business Auto Liability Coverage is **required for Contractor and all subcontractors**.

Business Auto Liability Coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Amounts:	Bodily Injury:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	Each Occurrence

\$1,000,000 Aggregate

Professional Liability is **not required** for Contractor and all subcontractors.

Pollution Liability is **not required** of Contractor and all subcontractors.

The City requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

Limits of Liability:	\$1,000,000	Each Pollution Event Limit
	\$1,000,000	Aggregate Policy Limit

Excess or Umbrella Liability Coverage.

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

Limits of Liability:	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate

Claims Made Coverage – No Gap

If any of the required professional or pollution liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

19. (D) CERTIFICATES OF INSURANCE OF CONTRACTOR AND ALL SUBCONTRACTORS.

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the CITY at least 15 days prior to coverage renewals.

If requested by the CITY, the CONTRACTOR shall furnish complete copies of the CONTRACTOR's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Contractor shall at the option of the City, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage.

NOTE: Any subcontractors approved by the City shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverages shall name the City as “additional insured”.

Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful respondent(s)’ obligation to fulfill the insurance requirements herein.

20. ~~PERFORMANCE AND PAYMENT BONDS: N/A~~

~~Simultaneously with his delivery of the executed contract to the CITY, a respondent, to whom a contract has been awarded, must deliver to the CITY executed Performance and Payment Bonds on the prescribed forms each in an amount of one hundred percent (100%) of the total amount of the accepted Bid/Proposal, as security for the faithful performance of the contract and for the payment of all persons performing labor or furnishing materials or equipment in connection therewith. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with a resident agent in the county in which the project is located. The Attorney in Fact or other officer who signs the Performance and Payment Bonds for a surety company must file with such bonds a certified copy of his Power of Attorney authorizing him to do so.~~

~~The Performance and Payment Bonds shall remain in force for one (1) year from the date of final acceptance of the work as a protection to the CITY against losses resulting from latent defects in materials or improper performance of work under contract, which may appear or be discovered during that period.~~

21. BANKRUPTCY:

No firm will be issued a contract for the work, where a key representative has filed for bankruptcy personally or has been an officer or principal of a firm, which has filed bankruptcy in the past seven (7) years. Attached is a Non-Bankruptcy Affidavit form. All submitted proposals must include this form executed by the proper representative of the respondent company. (See attached Form 6).

22. NONEXCLUSIVE:

Notwithstanding the contract resulting from this RFP, the CITY reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this RFP. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

23. DRUG FREE WORKPLACE COMPLIANCE FORM:

Attached is a Drug Free Workplace Compliance Form. All submitted proposals must include

this form executed by the proper representative of your company. (See attached Form 4).

24. WARRANTY:

All warranties express and implied shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the successful respondent against factory defects and workmanship. At no expense to the City, the successful respondent shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

25. PROTEST:

Any respondent who perceives themselves aggrieved in connection with a recommended award may protest to the Property and Procurement Officer. A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the respondent of the Notice of Intent to Submit RFP for Approval and Award by City Council, in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

In the event of a timely protest, the City shall not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

26. FRAUD AND MISREPRESENTATION:

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

27. OMISSIONS IN SPECIFICATIONS:

The scope of services or description of items contained within this solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the respondent from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

28. FORCE MAJEURE:

The City and the successful respondent are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance

provided that:

- a) The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b) The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c) No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d) The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the successful respondent shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

29. PROPOSAL AWARD NOTICE FORM:

Attached is a Proposal Award Notice Form. All submitted proposals are to include this form to be notified of the recommendation of award. **(See attached Form 2).**

30. INDEMNIFICATION:

The firm, without exception, shall indemnify and hold harmless the City of Jacksonville Beach, its officers, agents, and employees from any and all liability of any nature and kind including costs and expenses for, or on account of, any copyrighted materials, patented or unpatented invention processes, or article manufactured or used in relation to this RFP. If the firm uses any design, device, or material covered by letters-of-patent or copyright, it is mutually agreed and understood, without exception, that the fees charged by the firm shall include all royalties or costs arising from the use of such design, device, or material.

31. RFP IS NOT A BID:

This Request for Proposals is not to be considered a bid. The City will evaluate responses based on the criteria set forth in this RFP. The evaluation process is to consider all requested criteria to determine which firm is the most highly qualified to perform the required services.

SECTION C:
SPECIFICATIONS

SPECIFICATIONS

1. INTRODUCTION

The City of Jacksonville Beach, (hereinafter “City”) is soliciting proposals from qualified professionals for a Tennis Professional for the City’s tennis facilities located at Huguenot Park and South Beach Park.

The Jacksonville Beach Tennis Club is located at Huguenot Park, one block from the ocean. Its features include seven (7) lighted courts with hitting backboard, a pro shop and a lounge. In addition, the City has one (1) court located at the South Beach Park. The courts are open seven (7) days a week throughout the year. Court maintenance is the responsibility of the City.

The selected individual will be an independent contractor, not an employee of the City. The selected contractor will be required to furnish adequate liability and workman’s compensation insurance.

The City will negotiate a contract with the selected contractor and allow use of the facilities for paid instruction, tournaments, camps, clinics or other specialty events. With the number of courts available, it has been the norm that both private use as well as commercial use can peacefully co-exist.

The intent of the solicitation is to obtain the most efficient, cost effective professional service contract provided by a qualified and responsible individual based in all respects in accordance with the solicitation documents and to the satisfaction of the City.

Interested, qualified tennis professionals, who can demonstrate ability to successfully provide these tennis services are invited to submit a proposal, provided they meet the minimum eligibility requirements described below.

2. ELIGIBILITY FOR TENNIS PROFESSIONAL

- a. Respondents must demonstrate professional certification by a nationally recognized tennis organization.
- b. Respondents must demonstrate teaching experience in a municipal or club setting as a head professional or associate professional for at least ten (10) years.
- c. Respondents must demonstrate strong management and organizational background with the ability to teach all levels of tennis particularly beginners and to organize and promote tennis programs.
- d. Respondents must provide at least three (3) professional references.
- e. Respondents must be able to provide Professional Liability insurance as offered by the United States Professional Tennis Association (USPTA), or similar, minimum Professional Liability coverage of \$1,000,000. The contractor’s insurance policy must be endorsed to add the City as an Additional Insured.
- f. Respondent will be required to submit to and satisfactorily pass a criminal background check to include a National FBI check in accordance with the Volunteer and Employee Criminal History System at the Florida Department of Law Enforcement.

3. MINIMUM SERVICES REQUIRED FROM TENNIS PROFESSIONAL

- a. Provide instruction in the fundamentals of tennis including but not limited to the rules of competitive tennis.
- b. Organize and supervise group and private tennis lessons and instruction.
- c. Promote Men's, Women's and Junior Tennis Programs by a variety of methods, including but not limited to, establishing a series of ongoing lessons, practice sessions, matches, tournaments, league play and/or clinics.
- d. Use Contractor's best efforts to promote the tennis program and facilities to residents of the City. The Contractor shall endeavor to heighten public interest in and awareness of the sport.
- e. Provide assistance, expertise and technical advice required by the Parks and Recreation Department.
- f. Assist the City by providing to the Parks and Recreation Department information on all changes in tennis rules and/or regulations which affect the tennis industry and consequently might affect the operation of public tennis programs and facilities.
- g. Lend Contractor's name and professional reputation to the promotion of tennis in the City of Jacksonville Beach.
- h. Maintain records and accounts of all transactions that result from doing business pursuant to this Agreement. Such records shall include daily attendance and enrollment records as well as financial records. Such records shall be kept so as to satisfy standard bookkeeping requirements. Such records shall be made available to City for inspection, review and auditing upon ten (10) calendar days written notice from the City.
- i. Maintain all necessary licenses and permits as required by law.
- j. Be legally liable for the safety of all individuals while participating in any event supervised by Contractor while acknowledging the overriding right of City to expel from municipal property any person conducting themselves in violation of City facility/park rules, regulations or ordinances.
- k. Not permit any signs or advertising at any City facility unless specifically approved in writing by the Director of the Parks and Recreation Department or his/her designee.
- l. Abide by all applicable federal, state and local regulations, ordinances and/or laws with special attention to those related to the health and safety of participants in athletic events and Parks and Recreation Department rules and regulations.
- m. Cooperation with City officials and other tennis clubs.
- n. Cooperation with user tennis groups and organizations in promoting recreational opportunities and tournament play.
- o. Provide other tennis related services to the City as required. From time to time, additional services may be required. The Director of Parks and Recreation shall be responsible for requesting additional services, as required.

4. INDEPENDENT CONTRACTOR

The Contractor shall be deemed to be an independent contractor and not an agent or employee of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Contractor shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

5. TENNIS PRO SHOP

The Contractor may use pro shop to provide to sales of goods and services normally provided by professional tennis shops including sales of tennis equipment, racquet repair, tennis instruction, etc.

6. INSTRUCTION

- a. The timetable of hours will be determined by the City.
- b. The instruction price for tennis patrons will be negotiated. The City may negotiate a percentage of 70% of the instruction price payable to the Tennis Professional.

7. FACILITY MAINTENANCE

It shall be the City's responsibility to provide for the care and maintenance at the courts of the following items:

- a. The City will remove dirt and debris from the courts on a weekly basis.
- b. The City will resurface the Tennis Courts on a regular basis to assure a nice playing surface for the users. Currently, the courts are resurfaced approximately every 8 years.
- c. The City will replace the nets and straps at the courts on as needed basis.
- d. The City will maintain the wind screen netting at the courts on an as needed basis.
- e. The City will assure the locks at the courts and that fencing and gate mechanisms are kept in good working order.

8. SIGNS AND EQUIPMENT

No signs or advertising matter shall be displayed on or outside the premises. The Tennis Professional shall furnish at his or her own cost and expense all movable equipment, machines and other gear necessary for the proper conduct of the Tennis Facilities.

9. CONTRACT TERM

The initial contract term is five (5) years. Thereafter, at the discretion of the City Manager, the contract may be renewed annually, for up to three (3) succeeding years, for a maximum total of eight (8) years.

SECTION D:
EVALUATION AND AWARD PROCEDURES

EVALUATION AND AWARD PROCEDURES

A. EVALUATION CRITERIA FOR TENNIS PROFESSIONAL

The RFP evaluation will be based on certain objective and subjective considerations listed below.

Respondent(s) must present the minimum qualifications and a comprehensive program to offer professional tennis services to the public. This should include:

- 1. Qualifications and Experience: (40 points)**
 - a. Provide a detailed narrative of professional qualifications and experience, identifying all positions held as a professional. Minimum requirement is at least ten (10) years teaching experience.
 - b. Provide a photocopy of the USTA card, or similar qualification, and any other such documents appropriate to demonstrate professional qualifications.

- 2. References: (10 points)**

Provide at least three (3) professional references.

- 3. Lesson Program: (25 points)**
 - a. Provide a narrative detailing experience in planning, managing and implementing lessons, clinics, tournament play and similar activities.
 - b. Respondents should provide a brief narrative on how they intend to manage play on the tennis courts to ensure optimum access, enforce court rules, regulations and court etiquette.
 - c. Provide a description of all the proposed services available to the public including hours of instruction.

- 4. Operation of the Tennis Pro Shop: (5 points)**

Respondents should provide a narrative describing the various services they intend to provide in the Tennis Pro Shop.

- 5. Financial Terms and Contractual Conditions: (20 points)**
 - a. Provide an itemized list of proposed lesson fees.
 - b. Respondents should detail all financial terms and conditions they would propose between themselves and the City.
 - c. Respondents should detail any special non-monetary contractual conditions they would propose between themselves and the City.

Proposals may include additional material and data not specifically requested which could be considered for evaluation.

B. EVALUATION PROCESS

The City of Jacksonville Beach will not award this contract on a price only basis, but will award based on an evaluation of how well each Respondent meets the evaluation criteria listed herein.

An evaluation committee of qualified City staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one; the committee will evaluate all responsive proposals based upon the information contained in the submittals. The committee will rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee may give further consideration to all responsive proposals received. In step two, the committee may then conduct discussions (oral presentations) and/or site visits to business locations, for clarification purposes only, with the finalists and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City reserves the right to shortlist the Respondents on any or all of the stated criteria. However, the City may determine that shortlisting is not necessary.

Therefore, it is in the best interest of Respondents to provide informative, concise, well-organized technical and business information relative to the work.

The City reserves the right to conduct interviews with some or all of the respondents at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Respondent for the costs associated with the interview process.

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Respondent submitting a proposal.

The City reserves the right, before awarding the contract, to require a Respondent to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City reserves the right to request additional clarifying information and request an oral presentation from any and all Respondents prior to determination of award.

The City reserves the right to award the contract to the Respondent(s) who will best serve the interests of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The narrative portion and the materials presented in response to this Request for Proposals should be submitted in the same order as requested and must contain, at a minimum, the following:

1. Qualifications and Experience.
2. References.
3. Lesson Program.
4. Operation of the Tennis Pro Shop.
5. Financial Terms and Contractual Conditions.

SECTION E:
SUBMITTAL FORMS

FORM 1

PROPOSAL TENDER FORM (Page 1 of 2)

RFP NUMBER: **03-2122**
TITLE: **Tennis Professional**

TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA

FROM: _____

All services shall be provided meeting, and in compliance with this RFP document and the most current versions of all local, state, and federal laws, rules, regulations, policies, guidelines.

NOTE: Respondent is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-consultant work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all Consultant overhead, all Consultant profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the Respondent's response for this RFP.

I hereby certify that I have read and understand the requirements of **RFP #: 03-2122 Tennis Professional**, and as the Respondent will comply with all requirements, and that I am duly authorized to execute this response document and any Contract(s) and/or other transactions required by award of this RFP.

SUBMITTED BY: _____
Printed Name of Authorized Submitter

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

By: _____
Signature of Authorized Submitter

Title (typed or neatly printed)

FORM 1

PROPOSAL TENDER FORM (Page 2 of 2)

The respondent understands that the CITY reserves the right to: 1) reject all proposals and waive informalities, in whole or in part, in the proposals, and 2) to accept the proposal that in its judgment will best serve the interest of the CITY.

ADDENDA RECEIPT VERIFICATION

Respondent shall acknowledge receipt of all addenda, if any, to the Request for Proposals, by filling in Addenda Numbers and dates below.

Addendum #: _____ Dated: _____		Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____		Addendum #: _____ Dated: _____

PROPOSAL DOCUMENT TURN-IN CHECKLIST

The following documents are to be completed, signed and submitted as part of the Proposal Submittal Package in response to this RFP. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted proposal. This consideration will be at the sole discretion of the CITY.

INITIAL Check-Off	FORM	SECTION TITLE
[_____]	1	PROPOSAL TENDER FORM (completed Pages 27 thru 28)
[_____]	2	RFP AWARD NOTICE FORM – Mandatory Cover Sheet (completed Page 29)
[_____]	3	REQUIRED DISCLOSURE FORM (completed Page 30)
[_____]	4	DRUG-FREE WORKPLACE COMPLIANCE FORM (completed Page 31)
[_____]	5	NON-COLLUSION AFFIDAVIT (completed Page 32)
[_____]	6	NON-BANKRUPTCY AFFIDAVIT (completed page 33)
[_____]		QUALIFICATIONS AND EXPERIENCE
[_____]		REFERENCES
[_____]		LESSON PROGRAM
[_____]		OPERATION OF THE TENNIS PRO SHOP
[_____]		FINANCIAL TERMS AND CONTRACTUAL CONDITIONS
[_____]		W-9 (Attach completed and signed form, which can be obtained from www.irs.gov)

NOTE: Please INITIAL Check-Off of each *document / activity / requirement* that is attached to the *Proposal Tender Form* and/or is required by the RFP and/or Addenda.

By: _____
Signature of Authorized Submitter

Title (typed or neatly printed)

FORM 2

RFP AWARD NOTICE

City of Jacksonville Beach

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

NOTICE: Items 1 to 6 are to be completed by the respondent. The respondent is to submit the form to the CITY along with the Proposal Tender Form and other required documents.

- 1. Company Name: _____
- 2. Address: _____
- 3. City, State & Zip: _____
- 4. Attention: _____
- 5. Phone: _____ Fax: _____
- 6. E-mail address: _____

PLEASE PRINT CLEARLY

 ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Proposals were received and evaluated, and the following recommendation will be presented to the City Manager for award of **RFP No. 03-2122** per the attached Proposal Tabulation form(s).

A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the respondent of the Notice of Intent to Submit RFP for Approval and Award by City Council from the Property and Procurement Officer in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded RFP, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

Thank you for your proposal.
Sincerely,

CITY OF JACKSONVILLE BEACH
/s/Luis F. Flores
Property and Procurement Division

FORM 4

DRUG-FREE WORKPLACE COMPLIANCE

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

FORM 5

NON-COLLUSION AFFIDAVIT

_____, being first duly sworn deposes and says that:

1. He (it) is the _____, of _____ the respondent that has submitted the attached proposal;
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted; or to refrain from responding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any respondent firm, or person to fix the price or prices in the attached proposal or of any other respondent or to fix any overhead, profit, or cost elements of the proposal price or the proposal price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against other Respondents, or any person interested in the proposed Contract;
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the respondent or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By: _____

Sworn and subscribed to before me this _____ day of _____, 20____,
in the State of _____, County of _____.

_____ Notary Public

My Commission Expires: _____

FORM 6

NON-BANKRUPTCY AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____ is an officer and member of the firm of _____, being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **RFP #: 03-2122**.
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

Affiant Signature

Sworn to before me this _____ day of _____, 20____ by _____.
(Name of affiant)

He/She is personally known to me or has produced _____ as identification.

Signature of Notary

Notary's Printed Name

Expiration of Notary's Commission

Affix Seal Here:

W-9 Form (Attach completed and signed form, which can be obtained from www.irs.gov)