



Issue Date: October 28, 2010

Non Mandatory Pre-Proposal Conference:
November 9, 2010 @ 3:00 p.m.
At Room 341, City Hall,
200 East University Avenue
Gainesville, Florida

Bid Due Date: November 23, 2010 @ 3:00 p.m. local time

REQUEST FOR PROPOSAL

**FOR PROFESSIONAL TENNIS SERVICES AT CITY FACILITIES,
INCLUDING JOYCE ORANSKY TENNIS CENTER AND PRO SHOP
(REBID)**

RFP NO. RECX110013-DH

Purchasing Representative:
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City of Gainesville
P.O. Box 490 MS #32 -- Gainesville, Florida 32602
200 East University Avenue, Room 339 – Gainesville, Florida 32601

TABLE OF CONTENTS

REQUEST FOR PROPOSAL SUBMISSION CHECKLIST	I
SECTION I – REQUEST FOR PROPOSAL OVERVIEW & PROPOSAL PROCEDURES 1	
A. INTRODUCTION/BACKGROUND	1
B. RFP TIME TABLE	1
C. PROPOSAL SUBMISSION	1
D. [MANDATORY] PRE-PROPOSAL CONFERENCE.....	2
E. CONTACT PERSON.....	2
F. ADDITIONAL INFORMATION/ADDENDA	3
G. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS	3
H. RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES	3
I. COSTS INCURRED BY PROPOSERS	3
J. ORAL PRESENTATION	3
K. EXCEPTION TO THE RFP	4
L. PROPRIETARY INFORMATION	4
M. QUALIFICATIONS OF PROPOSERS	4
N. NEGOTIATIONS.....	4
O. RIGHTS OF APPEAL	5
P. RULES; REGULATIONS; LICENSING REQUIREMENT	5
Q. REVIEW OF PROPOSALS	5
R. LOCAL SMALL BUSINESS PARTICIPATION	5
S. LIVING WAGE.....	5
T. LOCAL PREFERENCE.....	6
U. RECORDS/AUDIT.....	6
V. INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES	6
W. DISCRIMINATION PROHIBITION	7
X. ART IN PUBLIC PLACES	7
Y. DAVIS-BACON.....	7
SECTION II – SCOPE OF SERVICES.....	8
A. INTENT.....	8
B. MINIMUM REQUIREMENTS	8
SECTION III – PROPOSAL FORMAT	21
A. FORMAT AND CONTENTS OF PROPOSAL.....	21
B. QUALIFICATIONS/STATEMENT OF QUALIFICATIONS	21
SECTION IV – EVALUATION CRITERIA AND PROCEDURES	22
A. EVALUATION CRITERIA	22
1.3 Presentation/Interview Evaluation.....	22
B. SELECTION PROCESS	23
SECTION V – GENERAL PROVISIONS	24
A. CONTRACT AWARD.....	24
B. GENERAL TERMS AND CONDITIONS.....	24
SECTION VI – TECHNICAL SPECIFICATIONS	26
A. SCOPE.....	26
B. BACKGROUND.....	26
SECTION VII – PRICE PROPOSAL	30
DRUG-FREE WORKPLACE FORM	31
DEBARRED AND SUSPENDED BIDDERS:	32
BREACH OF CONTRACT.....	32
ARTICLE X. LOCAL PREFERENCE POLICY*.....	36
CERTIFICATION OF COMPLIANCE WITH LIVING WAGE.....	38
LIVING WAGE DECISION TREE.....	39
LIVING WAGE COMPLIANCE	40

PURCHASING DIVISION SURVEY..... 41
BID INFORMATION..... 41

Request for Proposal Submission Checklist

Documents to be completed and returned as part of the bid proposal package. This Submission Checklist has been provided to assist the bidder with the submission of their proposal. This checklist cannot be construed as identifying all required submittal documents for this project. Bidders remain responsible for reading the entire bid document to insure that they are in compliance.

	<u>TO SUBMIT</u>	<u>INCLUDED</u>
Proposal as outlined in Section III – Proposal Format	<u>X</u>	_____
Standard Form 330	_____	_____
Schedule/timeline	_____	_____
Prices	<u>X</u>	_____
Licenses (State of Florida, General Contractor, Architect)	<u>X</u>	_____
Vendor compliance signature	<u>X</u>	_____
Tabulation of Subcontractors and Materials Suppliers form	_____	_____
Addendum certification (if any)	<u>X</u>	_____
Drug Free Workplace Form	<u>X</u>	_____
Bid Bond	_____	_____
References	<u>X</u>	_____
Business tax receipt, if requesting local preference	<u>X</u>	_____
Zoning Compliance Permit, if requesting local preference	<u>X</u>	_____
Information as requested in Section II-Scope of Services	<u>X</u>	_____
_____	_____	_____

Additional Information for your consideration:

Business Tax Receipt

If your business is located within the corporate city limits of Gainesville, you are required to pay for, and keep current, a business tax receipt. For more information contact Billing & Collection, 334-5024.

Home Occupation Permit

If your home is located within the corporate city limits of Gainesville, and you run your business from your home, you are required to pay for, and keep current, a Home Occupation Permit. For more information contact Billing & Collection, 334-5024.

Building Inspections Department Registration

If a permit is required for any or all of the work being performed, you must be registered with the City of Gainesville Building Inspection Department. For more information contact Building Inspections, 334-5050.

License or Certification

Landscape Installation - you must be a Certified Landscape Contractor or equivalent *. Proof of such certification should be attached and returned with the bid form and other pertinent bid information. For more information contact Purchasing, 334-5021

- * Equivalent may include references of companies or individuals for which you have performed landscape installation from a set of Landscape Plans as required with this bid.

Concrete and Sidewalk - you must be a properly state licensed contractor and registered with the City of Gainesville Building Inspections Department. A copy of the license and registration should be attached and returned with the bid form. Form more information contact Building Inspections, 334-5050.

Demolition - you must have a current State of Florida contractor’s license and must be registered with the City of Gainesville Building Inspection Department. Proof of such license and registration should be attached and returned with the bid form. For more information contact Building Inspections, 334-5050.

**CITY OF GAINESVILLE
REQUEST FOR PROPOSALS FOR
PROFESSIONAL TENNIS SERVICES AT CITY FACILITIES
INCLUDING JOYCE ORANSKY TENNIS CENTER AND PRO SHOP
(REBID)**

SECTION I – REQUEST FOR PROPOSAL OVERVIEW & PROPOSAL PROCEDURES

RFP#: RECX110013-DH

**November 23, 2010
(Due Date)**

A. INTRODUCTION/BACKGROUND

The City of Gainesville (hereafter "City") is requesting proposals from qualified providers for operating the Joyce Oransky Tennis Center and Pro Shop and Provide Lessons at all City of Gainesville Tennis Facilities from a United States Professional Tennis Association (USPTA) certified individuals/firms (hereafter "Proposer") for the provision of comprehensive professional tennis services at the City of Gainesville's Joyce Oransky Tennis Center and Pro Shop and other City-owned tennis facilities.

B. RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

RFP available for distribution	October 28, 2010
Non-Mandatory Pre-Proposal Conference	November 9, 2010 @ 3:00 p.m.
Deadline for receipt of questions	October 16, 2010
Deadline for receipt of proposals	November 23, 2010 (3:00 p.m. local time)
Evaluation/Selection process	Week of November 29, 2010
Oral presentations, if conducted	Week of December 13, 2010
Projected award date	December 16, 2010
Projected contract start date	January 1, 2010

C. PROPOSAL SUBMISSION

One original and four copies (a total of five) of the complete proposal must be received by November 23, 2010 at 3:00 p.m. local time at which time all proposals will be publicly opened.

The original, all copies, and the separate sealed price envelope, if required, must be submitted in a sealed envelope or container stating on the outside the proposer's name, address, telephone number, RFP title, number and due date and delivered to:

City of Gainesville
General Government Purchasing
200 East University Avenue, Room 339
Gainesville, Florida 32601

Hand-carried and express mail proposals may be delivered to the above address **ONLY** between the hours of 7:00 a.m. and 6:00 p.m., local time, Monday through Thursday, excluding holidays observed by the City.

Proposals may be mailed to:

City of Gainesville
General Government Purchasing, Mail Station 32
P.O. Box 490
Gainesville, Florida 32602

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Any proposal received after 3:00 p.m. (local time), November 23, 2010, 2010 will not be considered and will be returned unopened.

Both the Technical Proposal and the Price Proposal, if required to be submitted in a separate envelope, must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer, and proposer(s) must affix their company's corporate seal to both Proposals. In the absence of a corporate seal, the Proposals must be notarized by a Notary Public.

The submittal of a proposal by a proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated fees.

D. NON-MANDATORY PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference has been scheduled for 3:00 p.m. on November 9, 2010 at Room 341, City Hall, 200 East University Avenue, Gainesville, FL. At that time, prospective proposers or their representatives may discuss any questions pertaining to the project.

E. CONTACT PERSON

The contact person for this RFP is Diane Holder at (352) 334-5021 or holderds@cityofgainesville.org in Purchasing. Explanation(s) desired by proposer(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing, as is further described below.

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City officials or employees except the purchasing designated staff contact in the purchasing division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the time the submittals for invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, are received by the City of Gainesville purchasing division and the time City officials and employees award the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

F. ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing no later than the date specified in the RFP Timetable. The request must contain the proposer's name, address, phone number, and facsimile number. Electronic facsimile will be accepted at (352) 334-3163.

Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, and facsimile number.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all addenda were received. The proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals.

G. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals received after the Proposal Due Date and time are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of withdrawal received after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered.

H. RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

I. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the proposer(s) prior to commencement of work as defined by a contract approved by the City Commission.

J. ORAL PRESENTATION

The City may require proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.

K. EXCEPTION TO THE RFP

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a proposer take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Proposer furnish the services or goods described herein, or negotiate an acceptable alternative.

L. PROPRIETARY INFORMATION

Responses to this Request for Proposals, upon receipt by the City, become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. It is also strongly recommended that those specific materials that you assert qualify for exemption from Chapter 119 be submitted in a separate envelope and clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the proposal number marked on the outside. Please also note that details of proposals, including alleged trade secrets, with the exception of a company's financial statements, may be disclosed at a public meeting.

In the event the City determines that any materials claimed to be exempt as trade secrets do not qualify as such, the proposer will be contacted and will have the opportunity to rescind their proposal or waive their claim to confidentiality. Please be aware that the designation of an item as a trade secret by you, and the refusal to disclose any materials submitted to the City, may be challenged in court by any person. By your designation of material in your proposal as a "trade secret" you agree to hold harmless the City for any award to a plaintiff for damages, costs or attorneys' fees and for costs and attorneys' fees incurred by the City by reason of any legal action challenging your claim, and the City's refusal to disclose.

M. QUALIFICATIONS OF PROPOSERS

As a part of the Proposal evaluation process, City may conduct a background investigation of proposer, including a record check by the Gainesville Police Department. Proposer's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation.

No proposal shall be accepted from, nor will any contract be awarded to, any proposer who is in arrears to City upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is otherwise determined to be irresponsible or unreliable by City.

If Proposer is determined to be irresponsible or unreliable, City will notify Proposer of its finding, including evidence used, and allow proposer an informal hearing and the opportunity to come into compliance within three business days of notification.

N. NEGOTIATIONS

The City may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the proposer's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected proposer. If the City and the selected proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations

with the next selected proposer. This process will continue until a contract has been executed or all proposers have been rejected. No proposer shall have any rights against the City arising from such negotiations.

O. RIGHTS OF APPEAL

Participants in this RFP solicitation may protest RFP specifications or award in accordance with Section 41-580 of the City of Gainesville’s Financial Procedures Manual.

P. RULES; REGULATIONS; LICENSING REQUIREMENT

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

Q. REVIEW OF PROPOSALS

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

R. LOCAL SMALL BUSINESS PARTICIPATION

It is the policy of the City of Gainesville that qualified local small business (SBEs) as defined in the City of Gainesville’s Local Small Business Procurement Program (the “Program”) shall have the maximum practical opportunity to participate in the competitive process of supplying commodities and services to the City. Notification is hereby given that local small businesses are strongly encouraged to submit a bid in response to any procurement opportunity let by the City of Gainesville. Prime contractors are strongly encouraged to utilize qualified local small business subcontractors and material suppliers.

Any individual or entity that engages in fraud, misrepresentation, or other wrongful conduct, whether by act or omission, related to its participation in or eligibility to participate in the Program or in the performance of its SBE obligations under a City contract, shall be in violation of the Program. This determination shall be solely at the discretion of the City. Violators of the Program may be subject to, on an individual and/or entity basis, the debarment or suspension from participating in the City’s contracts in accordance with the City of Gainesville’s Debarment and Suspension Policy.

S. LIVING WAGE

- [] This contract is a covered service. (See Living Wage Decision Tree - Exhibit C attached hereto)
- [X] This contract is **not** a covered service.

The Living Wage ordinance, Ordinance 020663, as amended at Ordinance 030168, and as shown on the City’s web page, applies to certain contracts for specific “Covered Services,” which the City has determined may include services purchased under this Contract, depending upon the cost/price of the contract awarded. A copy of the ordinance, as amended, will be attached to and made a part of the executed contract. Bidders/Proposers should consider the effect/cost of compliance, if any, with the requirements of the Living Wage Ordinance if the services purchased are “Covered Services”, the prime contract amount exceeds the threshold amount, the bidder/proposer meets the definition of Service Contractor/Subcontractor (and is not otherwise excluded from the application of the ordinance) and the ordinance provisions, which are incorporated herein, apply to any Covered Employees.

If applicable, the adjusted Living Wage for this contract will be \$ 10.60 per hour (Living Wage with Health Benefits) or \$ 11.85 per hour if Health Benefits are not offered.

If applicable, a successful Service Contractor/Subcontractor shall be required to execute the certification, attached as Exhibit LWC hereto, prior to the City executing the contract. Once executed, such certification will become part of the contract; however, failure to sign such certification will prevent execution of the contract, may result in forfeiture of any applicable bid or proposal bond, and could result in other adverse action.

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall comply with the provisions of the City of Gainesville's living wage requirements, as applicable. Failure to do so shall be deemed a breach of contract and shall authorize the City to withhold payment of funds until the living wage requirements have been met.
- (2) The Contractor will include the provision of (1) above in each subcontract for Covered Services with a Service Contractor/Subcontractor, as defined herein, so that the provisions of (1) above will be binding upon each such Service Contractor/Subcontractor. The Contractor will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions; provided, however, the City shall not be deemed a necessary or indispensable party in any litigation between the contractor and a subcontractor concerning compliance with living wage requirements.

T. LOCAL PREFERENCE

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased and awarded by the City Commission or other authority. In the case of requests for proposals, letter of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses. Local Businesses are assigned five (5) percent of the total points of the total evaluation points. If Local Preference is requested by the proposer, the attached Exhibit B must be submitted with the proposal.

Local business means the vendor has a valid business tax receipt, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, in the Bid or RFP evaluation, the vendor must provide a copy of the business tax receipt and Zoning Compliance Permit. Exhibit -A-(Attach Codified document)

U. RECORDS/AUDIT

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

V. INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the Contractor

and specific Contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

W. DISCRIMINATION PROHIBITION

No person shall, on the grounds of race, sex, age, handicap, creed, color, national origin or sexual orientation, be refused the benefits of, or be otherwise subjected to, discrimination under any activities resulting from this RFQ.

X. ART IN PUBLIC PLACES

In 1989, the City of Gainesville adopted an ordinance (Art in Public Places) requiring that, “each appropriation for the original construction or major renovation of a local government building which provides public access shall include an amount of at least one (1) percent of the total appropriation for the construction or major renovation of the building to be used for the acquisition of art”. Compliance with the Art in Public Places ordinance is required for this project and will require coordination between the Contractor, architect and an artist. A copy of the ordinance is available upon request.

Y. DAVIS-BACON

It will be the responsibility of the contractor to check with the department project manager to determine if compliance with the Davis Bacon Act and the DOL regulations are required.

SECTION II – SCOPE OF SERVICES

A. INTENT

It is the intent of the City of Gainesville to obtain proposals for operating the Joyce Oransky Tennis Center and Pro Shop and Provide Lessons at all City of Gainesville Tennis Facilities from a United States Professional Tennis Association (USPTA) certified individuals/firms (hereafter “Proposer”) for the provision of comprehensive professional tennis services at the City of Gainesville’s Joyce Oransky Tennis Center and Pro Shop and other City-owned tennis facilities.

B. MINIMUM REQUIREMENTS

A. Proposal Submission

- A.1 Proposers may submit proposals to provide some or all of the services at one or more than one location. The City will determine whether it is in its best interest to award to one or more than one proposer.
- A.2 Proposers shall provide a detailed description of their understanding of the Scope of Work.
- A.3 If there are additional tasks that the Proposer feels have been overlooked in this RFP, thoroughly describe them and provide a detailed pricing proposal for each (if necessary).

B Professional Services

- B.1 The Contractor shall have the sole and exclusive right for the sale, rental, and repair of tennis equipment and related merchandise, the operation of food and drink concessions, rental of tennis courts, sale of tennis passes and memberships, and the giving and supervision of tennis lessons, clinics, team coaching and other tournaments, programs and services at city tennis facilities. This Agreement shall not cover any other City park or facility or any other activity there except those listed in this Agreement or unless otherwise agreed to in writing between the Contractor and the City.
 - B.1.1 The objectives for this proposal include:
 - a. Provide a professional tennis program for the City of Gainesville with numerous services available for all levels of interest.
 - b. Expand the numbers of community members taking part in, and gaining enjoyment from the City’s tennis program.
 - c. Set up and maintain a professional tennis staff capable of running a large municipal tennis operation.
 - d. Expand tennis programs in economically-challenged areas and among a diverse population.

Each Proposal shall address the following topics, and outline a plan of operation and maintenance, to include a range of possible costs to participants and any economic impact to the City, either subsidy or revenue participation.

B.2 Tennis Instructional Services and On-Court Operations

- B.2.1 Group Tennis Classes
- B.2.2 Public Lessons, both individual and group
- B.2.3 Clinics

- a. The contractor shall provide a minimum of two (2) free youth and adult clinics per year at the Joyce Oransky Tennis Center, TB McPherson Park Tennis Courts, Northside Park Tennis Courts and Northeast Park Tennis Courts.

B.2.4 Junior Programs/Children’s Programs

- a. The Contractor shall submit in the proposal a plan for conducting school-year tennis programs for youth.

An effort will be made to target demographically at-risk youth at TB McPherson Recreation Center, Northside Park Tennis Courts and Northeast Park Tennis Courts through special programs, clinics and tennis activities that will be free of charge.

1) B.2.5 Leagues and Programming for Leagues

B.2.5 Tennis Tournaments (round-robins, ladders, etc)

- a. The Contractor shall solicit and negotiate contracts for tournaments sponsored by the United States Tennis Association (USTA), ensuring that any contracts that are to be executed by the City of Gainesville or which purport to be in the name or on the property of the City of Gainesville will not be executed or agreed to until first approved by a City Attorney.
- b. The Contractor shall market tournament activities which may include advertisement, organization, and arrangement of officials, equipment, tournament direction and awards. All activities, competitions and advertising associated with events covered under this contract shall not be restrictive

B.2.6 General Play

B.2.7 Camps and Special Sessions

- a. The Contractor shall conduct a summer youth program giving instruction to children ages 5-17 years, during the summer each year.
- b. The program will be evaluated yearly with representatives from the Recreation, Parks and Cultural Affairs Department in regards to fees, expenses, effectiveness, length and location, and number of children reached.
- c. The program will be advertised through the Contractor’s marketing and advertising efforts.
- d. Court fees will not be charged for this program and other like programs if a camp fee or monthly fee is charged.

B.2.8 Dispense tennis activity information and availability of services and court times widely throughout the community.

B.3 Tennis Related Services and Pro Shop Operation

B.3.1 Racket Stringing, Re-gripping and Racket Sales

B.3.2 Tennis Related Merchandise Sales

B.3.3 Ball Machine Rental

B.3.4 Other Rentals

B.4 Tennis Services

B.4.1 Court Reservation System/Court Assignment System

- a. The contractor shall schedule tennis courts in such manner so that at each facility at least one (1) court is available for reservation and use by the general public at all times, regardless of lessons, team practices or league play.

B.4.2 Private Lessons

B.4.3 Organize Leagues/Tournaments

B.5 Other Related Services

B.5.1 Promote tennis in Gainesville

B.5.2 Create new and innovative tennis programs for the City of Gainesville

B.5.3 Administer the registration process

- B.5.4 Work smoothly with a wide variety of City departments, officials and employees.
- B.5.5 Open, close and clean the Pro Shop and attached restrooms

C. Repair, Replacement and Maintenance

C.1 City's Responsibility

- C.1.1 Court Resurfacing and Repair
- C.1.2 Fence Replacement and Repair, including Windscreens
- C.1.3 Tennis Court Light Maintenance, Repair and Improvements
 - a. Replacement of Bulbs and Fixtures
 - b. Maintenance of Light System
 - c. Maintenance of Timer System
- C.1.4 Other Replacements, Repair or Improvements of a Major Nature
- C.1.5 Horticultural Services
 - a. Grass Cutting
 - b. Trimming and Edging
 - c. Fertilization
 - d. Herbicide/Insecticide Applications
 - e. Shrub, Hedge and Tree Trimming
- C.1.6 The City has the right to require that the Contractor make repairs or replace equipment or supplies that the City deems of poor quality, poor maintenance, or beyond its useful life. The Contractor shall cause to be repaired, at the Contractor's own expense, any damage or injury to the property of the City, caused by the Contractor, his agents or employees.

C.2 Proposer's Responsibility

- C.2.1 The Contractor will accept all properties, facilities and equipment "as-is" in their presently existing condition, and such facilities shall remain in the same or better condition throughout the term of the Agreement, reasonable wear and tear expected. The Contractor shall, at its own expense, maintain the courts, bearing the start-up costs and on-going court maintenance throughout the year, of the items listed below:
- C.2.2 Maintaining courts for optimal playability, safety & long-term use.
- C.2.3 Buildings, grounds and courts shall be free of dirt, mildew, and trash. Contractor shall be responsible for picking up trash and emptying trash cans on the tennis courts. All trash, litter and debris shall be disposed of properly by the contractor to dumpsters located within park areas.
- C.2.4 Equipment used and/or provided by the Contractor shall be maintained in a manner which extends its useful life through recommended preventative maintenance practices (Contractor must take good care of equipment).
- C.2.5 Setting of timers for lights responsibility of Proposer
 - a. Changing timers twice a year for Daylight Savings Time.
 - b. Resetting timers after power losses, lighting strikes or other events which affect the timer system
 - c. Hours lights may operate will be established by the City, not to exceed that authorized closing time of the park or facility.
- C.2.6 Pre-Morning Court Preparation
 - a. Blow off courts and bleacher pads where appropriate.
 - b. Adjust windscreens and nets. Perform minor repairs as necessary.
 - c. Police facility for trash and debris removal.
- C.2.7 Daily Ground Maintenance
 - a. Maintain Pro Shop and Restrooms in a clean and sanitary manner.
 - b. Pick up any trash, litter and debris on courts.
 - c. Pick up any trash, litter and debris around Pro Shop, Tennis Pavilion and areas leading up to the tennis courts.

- d. Pick up any trash, litter and debris around and on racquetball courts (where applicable).
- C.2.8 Equipment Used in Performing Duties
 - a. Proposer must perform daily preventive maintenance of all equipment according to manual or manufacturer specifications and instructions.
 - b. Thorough cleaning and repair of all equipment as required or recommended by manufacturer specifications and instructions.
 - c. Maintain and replace equipment as needed, including nets, center straps, court numbers, squeegees/roll-dries, ball machines, all teaching equipment (including racquets), teaching carts, ball hoppers and any other equipment used.
 - 1) The Contractor shall not purchase any item in the name of the City, and no clause in this Agreement shall be interpreted to authorize any such purchase.
 - 2) All nets, windscreens, roll-dries, tidy-courts and other appurtenances purchased to maintain the condition of the tennis courts and related facilities will remain the property of the City upon termination or expiration of this Agreement.
- C.2.9 Pine Straw Removal on Interior of Fence Areas
 - a. Contractor must remove all pine straw accumulations along the interior edges of the fence surrounding the tennis courts.
 - b. Pine straw will be removed by vacuum or other removal method.
- C.2.10 Tennis Balls and Racquets
 - a. Contractor must maintain an ongoing, fresh supply of tennis balls at all times for teaching and instruction purposes.
 - b. All tennis racquets supplied by the contractor for programs, teaching, lessons, tournaments, etc must be maintained in a new or like-new condition (including stringing).

D. Quality Assurance

- D.1 The Proposer shall design and implement—subject to City approval—a Quality Assurance Program for the tennis program. Proposers are expected to include in their response to this RFP a proposal for a Quality Assurance Program.
- D.2 As an element of this program, customer surveys—subject to approval by the City—will be routinely used and reported to the City.
 - D.2.1 Customer surveys will be collected on a quarterly basis.
 - D.2.2 Customer surveys will be collected in each program.
 - D.2.3 All surveys will be turned in directly to the City for review. Upon completion of review, all surveys will be forwarded to the contractor.
- D.3 Comment/Suggestion Cards
 - D.3.1 The City and the Contractor will work together to establish a method in which participants can submit comments and suggestions for improving services.
 - D.3.2 Comment/Suggestion Boxes will be provided for such services.
- D.4 Contractor and Instructor Evaluations
 - D.4.1 The City and Contractor will work together to establish evaluation methods for rating Contractor’s performance.
 - D.4.2 The City and Contractor will work together to establish evaluation methods for rating Instructors’ performance.

E. Administrative Responsibilities

E.1 Customer Service Systems

- E.1.1 Ensuring Positive Customer Relations
- E.1.2 Resolving Customer Problems/Reconciliation
- E.1.3 Customer Surveying and Feedback
- E.1.4 Customer Communications
- E.1.5 Communicating on a Routine Basis with City Contract Manager

E.2 Coordinating and Scheduling Instruction Programs

E.3 Personnel Management

- E.3.1 Training for Customer Service and Enhanced Tennis Skill Training, if Applicable
- E.3.2 Provide Seamless Services to Customers, Regardless of Service Provider
- E.3.3 Health and Safety Responsibilities
 - a. Site Inspections
 - b. Incident Reporting
 - c. Emergency Response
 - d. Repairs
 - e. Copies of any reports pursuant to any above activities must be submitted to the City Contract Manager within twenty-four (24) hours, or by the next City business day.

E.4 Use of Coordinated Scheduling System

- E.4.1 Contractor will be expected to answer customers' questions and provide sign-ups/registrations and accept payments.
- E.4.2 Duties will include:
 - a. Answering phone, email and other inquiries about tennis operations
 - b. Taking registrations for programs

E.5 Information Distribution

- E.5.1 Disseminate information provided by the City for all City-wide recreation programs, activities and events where appropriate, including
 - a. Summer programs
 - b. Special events
 - c. Youth, adult and senior programs
 - d. Athletic programs
 - e. Aquatic programs
 - f. Facility information
 - g. Recreation Services
 - h. Golf Programs

E.6 Public Relations and Marketing Responsibilities

- E.6.1 Create plan for public relations/public information campaigns
- E.6.2 Distribute flyers (programs, activities, events, and tournaments), brochures, membership information and services, newsletters, and other print media widely throughout the community.
 - a. Contractor shall also provide the City copies of all calendars, brochures, flyers and other electronic or print media detailing all programs and activities to be offered at City tennis facilities.

- b. Contractor shall provide distribution of promotional items (supplied and paid for by the contractor) to the appropriate officials to be distributed to schools in the Alachua County School District system.
- E.6.3 Utilize electronic technology to promote/market programs and services through email, databases, and website (either Contractor’s website or links to City’s website)
- E.6.4 Run in-house promotions and sales
- E.6.5 Provide outside advertising in newspapers, trade publications, magazines, websites, and other media
- E.6.6 Promotions during events, tournaments, programs and activities
- E.6.7 The contractor may place signs or banners on the outside walls or fences of the tennis facilities only after obtaining written approval from the City; such approval shall not be unreasonably withheld.
 - a. All signs and banners must comply with City Codes, and must follow all City policies and procedures.
 - b. All permits required must be obtained and paid for by the contractor.
 - c. The contractor shall be responsible to the City for any and all damage caused by the installation and use of said signs and banners.
 - d. Signs and banners may not contain advertising of alcohol or tobacco products.
- E.6.8 The contractor will be required to provide information on all tennis operations, programs and services to be included in the Parks, Recreation & Cultural Affairs Department’s marketing materials and website.
- E.6.9 The following language must be included and clearly stated on all promotional, marketing and advertising materials distributed by the tennis contractor: “This tennis program is coordinated in conjunction with the City of Gainesville Parks, Recreation & Cultural Affairs Department.”

E.7 Reporting

- E.7.1 The Contractor shall report directly to the Contract Manager.
- E.7.2 The Contractor shall submit an annual marketing and operating plan for each year, together with an operating budget, prior to December 31st of each year. The Contractor shall submit an annual capital budget (if applicable) for the City to review prior to March of each calendar year. The format and detail of the operating budget and capital budget shall be in a form specified by the City. Once operations commence, the Contractor shall operate the tennis facilities and related operations consistent with this Agreement.
- E.7.3 The Contractor shall provide the City’s contract manager or authorized representative access at all reasonable times to all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, memorandums, registration or other participant databases, and any other print or electronic information describing or pertaining to the work under the Contract for the purpose of auditing and verifying costs of work, expenses, revenues or other financial or programmatic purposes.
- E.7.4 Records shall be maintained for a minimum period of seven (7) years, and shall be made accessible to City personnel upon request.
- E.7.5 The Contractor shall use City-approved accounting and revenue control procedures and period reports.
- E.7.6 The Contractor shall provide quarterly financial reports to the City as requested or required, and shall include:
 - a. Quarterly income statements by program area (camps, lessons, tournaments, etc.)
 - b. Quarterly expense statements by program area (camps, lessons, tournaments, etc.)

- E.7.7 The Contractor shall provide an Annual Report to the City as requested or required, and shall include:
 - a. Total # of participants by month.
 - b. Number of programs offered during each month
 - c. List of issues and concerns
 - d. Maintenance needs and maintenance performed
 - e. Number of memberships by month.
 - f. Number of tennis lessons and instruction, including # of participants.
 - g. Number of special events offered, including # of participants
 - h. Number of tournaments offered, including # of participants
 - i. Number of clinics offered, including # of participants.
- E.7.8 The Contractor shall be responsible for knowing and fulfilling all reporting requirements of the Internal Revenue Code and all other federal, state or local laws, rules and regulations.
- E.7.9 The Proposal should contain a detailed description of the method to be used to ensure the accountability for all revenues generated at the tennis facilities covered under this Agreement.

E.8 Pro Shop, Office, Electronic Equipment and Supplies

- E.8.1 Contractor shall be given use of the Pro Shop and Office at the Joyce Oransky Tennis Center at the Albert “Ray” Massey Westside Park for use as a tennis office, registration location, and pro shop/concession area.
 - a. The contractor shall open and close and provide all building maintenance and janitorial services to the Pro Shop, Office and restrooms.
- E.8.1 Contractor shall provide all computers, software, hardware, fax machines, copy machines, scanners, phones and other electronic devices necessary to adequately perform the job duties. At the termination of the agreement, the above infrastructure becomes the property of the City.
- E.8.2 Contractor shall provide all utilities, including but not limited to gas, electricity, telephone service, internet access, fax lines, cable service, water and sewer. All services shall be registered and billed in the name of the contractor and not in the name of the City, except for electric and water. If the latter two have already been re-registered in the name of the City, Contractor must provide monthly meter readings and associated payments to the City of Gainesville or change these services to the Contractor’s name.
- E.8.3 Contractor shall be responsible for all office supplies and equipment (i.e. pens, pencils, message pads, paper, invoices, envelopes, calculators, etc.) and restroom supplies and cleaning supplies and be responsible for the air conditioning system and humidifier system maintenance and filter replacement.
- E.8.4 The Contractor shall repair any damages to the walls, floor, carpet, windows, all infrastructure of the Pro Shop, prior to the termination of this agreement.

F. Uniforms and Dress Code

- F.1 All employees of the Contractor (including subcontractors, pros, temp employees, etc.) shall wear uniforms that include the Contractor’s name and/or the Contractor’s business name/logo in a location visible to all.
- F.2 Employees shall dress professionally at all times.
- F.3 T-shirts bearing the Contractor’s name and/or the Contractor’s business name/logo are acceptable.

G. Other Services and Provisions

- G.1 Inclement Weather and Other Emergencies

- G.1.1 The Contractor shall secure all locations as directed by the City's Contract Manager, in preparation for or during emergency situations such as hurricanes, tornadoes, hail and other weather emergencies as declared by the City.
- G.1.2 Such service shall include adequate staffing levels to ensure rapid response for the preparation or period of time determined to be required by the City. Such services may occur during hours outside normal hours of operation and can involve any number of employees, equipment and vehicles.
- G.1.3 Contractor shall prepare emergency preparation guideline, procedures, and post-emergency recovery guidelines and procedures and submit them to the contract manager for City approval. In connection therewith, contractor must provide a 24/7 contact for City staff to use in the event of emergency, and such contact must be available under all circumstances.

G.2 Standardization

- G.2.1 The contractor shall provide the public with uniform and standard facilities with consistent standards of operation, including matching windscreens, nets, equipment and supplies.
- G.2.2 The contractor shall not paint, decorate, or otherwise alter the facilities or any part thereof without first submitting plans and specifications to the City in reasonable detail of any proposed alterations. The contractor may proceed with such alterations if not provided with written objection by the City within ten (10) business days of submission of plans and specifications.
- G.2.3 The contractor shall provide all furniture, benches, seating, shade structures, etc. for each tennis facility covered under the contract.
- G.2.4 Hours of operation shall be plainly and permanently posted at each site on signs sufficiently large to be read from a distance, preferably from the nearest parking location, and visible to potential users driving by the facilities.
- G.2.5 Hours of operation shall be standardized among all facilities unless otherwise approved by the contract manager, and no deviation shall be made from posted hours of operation except for emergency situations.

G.3 Alachua County Schools

- G.3.1 The Contractor shall cooperate with the City in the establishment of any contractual, reciprocal, or Interlocal agreements between the City and the School Board of Alachua County for use of City tennis facilities.

G.4 Liability and Waiver Forms

- G.4.1 The Contractor will register by each participant and ensure that a City-authorized waiver form is signed.

G.5 Public Outreach Campaign

- G.5.1 Plan for interfacing with surrounding community.
- G.5.2 Plan for youth programs, junior development, and underprivileged youth access.
- G.5.3 Adult and Senior outreach programs.
- G.5.4 Plan to provide additional incentives to increase the amount of play at TB McPherson tennis courts, Northside tennis courts, and Northeast tennis courts.

G.6 Vehicles

- G.6.1 Section 18-20 (12) of the City Code of Ordinances prohibits vehicles from being in the park, except in designated areas, roadways and parking areas.

G.6.2 The Contractor will not drive vehicles into the park, in or by the tennis courts, or other areas not specifically designated for vehicle access.

G.7 Theft and Vandalism

G.7.1 The City will not be responsible for the theft or vandalism of any of the Contractor's personal equipment or supplies, or for any equipment and supplies used by the Contractor in performing the duties of the Contract.

G.7.2 The Contractor must take whatever steps necessary within the City's policies, codes, guidelines and ordinances to protect the equipment and supplies used in the performance of duties.

H. Staffing Provisions

H.1 Hiring Staff

H.1.1 The Contractor shall have the responsibility for selecting personnel to perform the services to be provided in accordance with the Contract.

H.1.2 No person(s) convicted of a felony within ten (10) years prior to employment with the Contractor shall be employed by the Contractor for work assignments in this Contract.

H.1.3. No person(s) convicted of any crimes against children or sex crimes or who is a registered sex offender shall be considered for employment with the Contractor or shall be allowed to take on work assignments (either paid or voluntary) under the Contract.

H.1.4. Background checks including a specific check for felonies and sexual offenses are required for all prospective staff, contractual employees and volunteers before they can perform any duties or be present in any capacity other than player or participant at any of the City's tennis facilities.

a. The expense of the background check shall be the responsibility of the Contractor.

b. Results of the background checks must be made available to the City upon request.

H.2 Staffing Changes

H.2.1 The City reserves the right to require the dismissal of any contractor, employee or volunteer whose performance or actions are obviously detrimental to the program.

H.2.2 The City reserves the right to require the dismissal of any contractor, employee or volunteer involved in misconduct, drugs, alcohol consumption, use or possession of firearms on City premises, or other actions deemed inappropriate or illegal by the City.

H.3 Staffing Qualifications

H.3.1 The Contractor shall endeavor to employ highly qualified and trained personnel to provide tennis services to the City's customers. Proposers shall include in their proposal an employee training and improvement program.

H.4 Staffing Hours

H.4.1 The Contractor shall staff the tennis attendant hut at the Joyce Oransky Tennis Center at Westside Park at a minimum on Monday through Saturday, 7:00am to 9:00pm; and on Sundays at times to be agreed upon between the contractor and the City. The Contractor shall have on-site representation during all operating hours.

- H.4.2 In addition to the hours above, the Contractor may schedule staff at other times during the week as necessary to cover tournaments, special events, or other classes and programs.
- H.4.3 The Contractor shall submit planned hours of operation for each tennis facility covered under the Agreement, including a staffing plan, which staffing plan shall be developed in such a manner as to maximize safety and security of both staff and users of the tennis facilities.
- H.4.4 The Contractor is responsible for setting hours and days of operations to maximize use and revenue and to minimize costs and expenses in order to meet the needs of the public, within the general timeframes and guidelines set by the City.
 - a. The Contractor will post and inform the City of such hours and days.
 - b. Once hours have been mutually agreed upon between the Contractor and the City, the Contractor shall make no changes without the specific written approval of the City.
 - c. Contractor is responsible for developing backup staffing plans and carryover shifts in order to ensure that staffing and hours of operation are maintained uninterrupted, and which backup plans continue to maximize safety and security of both staff and users of the tennis facilities.

I. Financial Data

I.1 Financial Records/Record Keeping

- I.1.1 The contractor shall install and maintain bookkeeping and accounting methods and procedures for collection and disbursement of monies in accordance with generally accepted accounting principles.
- I.1.2 The City has the right to review and approve or renegotiate the contractor's systems for recordkeeping and financial reporting prior to the inception of any contract. Proposed systems must be disclosed in any RFP provided to the City for tennis services.
- I.1.3 All records shall be maintained for the 7 years noted previously and shall be in standard and easily auditable format. This includes both subsidiary records, such as sales logs, accounts receivables, expense records, etc., as well as any journal entries made, cash records, general ledger and all related financial reports.

I.2 Salaries and Expenses

- I.2.1 Contractor shall be responsible for all payroll functions and financial obligations toward staff, independent contractors, and vendors. Contractor shall ensure that any independent contractors it uses meet the federal guidelines for independent contractors and do not meet the federal guidelines for employee status. Otherwise, such personnel shall be classified as employees and treated as such by Contractor.

I.3 Pro Shop and Concessions

- I.3.1 City agrees that the Contractor may operate and provide limited pro shop and concession operations. City has no claims to sales revenue from pro shop and concessions or responsibility for sales, and obvious, visible signage posted at the sites shall so state.
- I.3.2 Contractor shall provide all retail sales functions for concessions and pro shop sales including setting up vendor accounts, inventory, purchasing, tax reporting, pricing, and any other related functions.
- I.3.3 The contractor shall purchase and maintain an inventory of items for sale to tennis patrons comparable to that of pro shops and/or concession areas of similar size and quality, and keep sufficient inventory available at all times.

- a. All purchases of inventory shall be in the name of the contractor and shall not be made in the name of the City.
 - b. The contractor shall be responsible for the purchase of point-of-sale displays and other merchandising materials.
- I.3.4 The Contractor shall be responsible for the collection of sales tax for items sold in the pro shop and concessions. The Contractor shall be responsible for all sales tax reporting and payments.

I.4 Fees and Charges

- I.4.1 The contractor shall have the flexibility to charge according to its marketing and business plans; provided, however, that the contractor shall not charge at a rate higher than those fees and charges contained in the Proposal, without the specific written consent and approval of the City.
- I.4.2 The Contractor shall receive all monies for services, activities, and products conducted at or purchased at the Facility.

J. Payments/Compensation to City

- J.1 The Contractor shall pay the City the following fees (the Proposer may submit in their Proposal higher fees or percentages to be paid to the City—Proposer shall submit their best Proposal):
 - J.1.1 An administrative fee of \$1,375 per month; or ten percent (10%) of gross monthly operating revenues (including private lessons and all tournaments), whichever is greater. In the event that the Proposer chooses the percentage option, and the percentage as bid is less than \$16,500 annually, the Proposer agrees to pay no less than \$16,500 annually (\$1,375/month).
 - J.1.2 Effective October 1st of each year of the contract, the annual amount due to the City will increase by the amount of the CPI Index as measured in the month of June preceding the October 1st date. The amount due will automatically increase by the CPI Index. If the Proposer chooses the 10% payment option, then the amount owed would continue to be 10% of gross revenues or the inflation-adjusted fixed amount, whichever is greater.
 - J.1.3 Payment shall be made within twenty (20) business days after the end of each calendar month.
 - J.1.4 Proposer may offer alternative methods of compensation to the City, such as capital improvements at tennis facilities. Such alternative methods of payment to the City are subject to review and acceptance by the City, and there is no guarantee that such alternative compensation proposal shall be accepted by the City in lieu of payments listed above.
- J.2 Proposer shall disclose any investments planned for tennis facilities, including equipment, fixtures, capital improvements, etc.

K. Experience, Capability and Commitment

- K.1 Include in the Proposal the Proposer’s financial status, plan, and ability to finance the proposed services and improvements.
- K.2 Proposer shall list experience in similar operations of comparable size and scope.
 - K.2.1 Number of Years
 - K.2.2 Names, locations and dates where Proposer has operated similar businesses or has employment experience. Include names, addresses, contact person, and current

- telephone number of owners and/or managers of the operations listed above. For each reference listed, state the type of service provided.
- K.2.3 List all professional certifications, affiliations, organizations and professional references. Provide copies of all respective and appropriate certifications and professional affiliations.
- K.3 Minimum Criteria – any Proposer submitting a proposal must satisfy the following minimum criteria. Proposals which do not demonstrate compliance with the minimum criteria will not be further considered with respect to evaluative factors.
- K.3.1 The Proposer or Tennis Professional who will be in charge of the overall operations is a certified member of the United States Professional Tennis Association (USPTA) at a P1, P2, or P3 level; or a certified member of the United States Professional Tennis Registry (USPTR) at an “A,” “I,” or “P” level; and demonstrates a wide range of tennis teaching experience in a wide range of settings. The Proposer or Tennis Professional is required to include in the proposal the number of years he/she has been a certified member of the aforementioned professional organizations.
- K.3.2 The Proposer or Tennis Professional who will be in charge of the overall operations holds a current USPTA P1 grade certification.
- K.3.3 The Proposer or Tennis Professional who will be in charge of the overall operations has taught tennis in a municipal or quasi public/private setting before.
- K.3.4 The Proposer or Tennis Professional who will be in charge of the overall operations shall include the number of years of supervisory experience and the highest number of staff he/she has supervised at one time during their career.
- K.3.5 The Proposer or Tennis Professional who will be in charge of the overall operations has received training specifically geared toward teaching tennis in public recreation environments. Evidence of training by an employer who runs public recreation programs or evidence of attending USTA workshops on the subject are some, but not the only, examples that a Proposer may present.
- K.3.6 The Proposer demonstrates a track record of success directing a municipal tennis program which serves at least five hundred different players per year.
- K.3.7 The Proposer has directed a teaching and recreational tennis program which has two or more different locations.
- K.4 The Contractor or Tennis Professional who will be in charge of overall operations shall devote his/her entire time, skill, labor, and attention to his/her duties at said tennis facilities during the term of this Agreement.
- K.5 The Contractor or Tennis Professional who will be in charge of overall operations shall employ, at his or her own expense, a substitute acceptable to the City when the Contractor/Tennis Professional is out of town or away from said tennis facilities.
- K.6 The Contractor or Tennis Professional shall be available, at no cost to the City, for meetings or consultations in connection with tennis operations, the tennis Agreement, or other matters pertaining to the operation of the tennis facilities in the City.
- K.7 The Contractor shall observe and assist in carrying out and effecting the enforcement of any and all rules and regulations promulgated and adopted by the City relating to the use of the tennis facilities by the patrons and the conduct of players and any other persons while on the premises.
- K.8 Contractor shall include a copy of the City’s rules and regulations in any RFP and specifically note agreement that those will be adhered to, or identify any rules and regulations that the Contractor would prefer to see changed for effective maintenance and operation of the facilities and effective enforcement thereof.

- K.9 List any subcontractors as well as key employees (i.e. Assistant Pro, Tennis Pro's used for teaching, etc.) to be used in performing the service herein. For each subcontractor proposed, specific experience and qualifications must be detailed.
- K.10 Proposers are responsible for inclusion of any and all letters of recommendation in their proposals.
- K.11 The Proposal should include an organizational chart which shows key staff members and levels of responsibility within the organization.

SECTION III – PROPOSAL FORMAT

Instructions to proposers: Proposals must contain each of the below enumerated documents, each fully completed, signed, and notarized as required. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

A. FORMAT AND CONTENTS OF PROPOSAL

1. Table of Contents

The table of contents should outline in sequential order the major areas of the proposal, and all pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

2. Technical Proposals

The technical proposal is a narrative which addresses the scope of work, the proposed approach to the work, the schedule of the work, and any other information called for by the RFP which the proposer deems relevant.

3. Price Proposal

The price proposal is a presentation of the proposer's total offering price including the estimated cost for providing each component of the required goods or services.

Proposers should indicate the dollar amount which will be attributed to each sub-contractor, if any.

If a prescribed format for the price proposal is appended, proposers must use it; otherwise, proposers may use formats of their choice. See Section VII – Price Proposal

4. Qualifications

The response to the minimum qualification requirements contained below is a list of the minimum qualification requirements prescribed for the RFP. Proposers must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be considered for award. If a prescribed format, or required documentation for the response to minimum qualification requirements is stated below, proposers must use said format and supply said documentation.

A copy of your Business tax receipt and Zoning Compliance Permit must be submitted with the proposal if a local preference is requested.

B. QUALIFICATIONS/STATEMENT OF QUALIFICATIONS

[Include a description of the experience, qualifications including any minimum qualifications, financial stability, recent references of the proposer's performance on contracts of similar scope and size required. A specific format may be required of the proposers. Experience may be included as the number of years, level of technical knowledge, educational degrees and certifications required. Financial stability may be determined by requesting the proposers most recent financial statement, certified audit, balance sheet, or evidence of bonding capacity.]

SECTION IV – EVALUATION CRITERIA AND PROCEDURES

A. EVALUATION CRITERIA

1.0 SELECTION AND EVALUATION CRITERIA

Proposals will be evaluated in accordance with the procedures described in the City's Professional Services Evaluation Handbook. The proposals will be evaluated in four stages: Technical Qualifications Evaluation, Written Proposal Evaluation and/or Presentation/Interview Evaluation, and Other Factors as deemed appropriate. The City shall consider the ability of the firm's professional personnel, willingness to meet time and budget requirements, workload, location, past performance, volume of previous work with the City, and location. The Evaluation process provides a structured means for consideration of all these areas.

1.1 Technical Qualifications Evaluation

The Technical Qualifications Evaluation will assess each responding firm's ability based on experience and qualifications of key team members, the firm's capability of meeting time and budget requirements, and the firm's record with regard to this type of work, particularly in the City of Gainesville or in the State of Florida. This stage does not involve review and evaluation of a proposal addressing the project scope of work. Consideration will be given to the firm's current workload, financial stability, and the location where the majority of the technical work will be produced. The City will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.

1.2 Written Proposal Evaluation

The Written Proposal Evaluation will assess the firm's understanding of the project and the proposed approach to be undertaken as addressed in a written proposal. The evaluation process will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify a project manager and other key members of the project/service team. It should relate the capabilities of the project/service team to the requirements of the scope of services.

1.3 Presentation/Interview Evaluation

The Proposal Presentation/Interview Evaluation is based on an oral presentation that addresses both the technical qualifications of the firm and the approach to the project. Importance is given to the firm's understanding of the project scope of work, the placement of emphasis on various work tasks, and the response to questions. The evaluation process will assess the project manager's capability and understanding of the project and his/her ability to communicate ideas. The role of key members of the project/service team should be established based on the scope of services and the firm's approach to the project/service. The role of any subcontracted firm in the proposal should be clearly identified. Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project/service, particularly "why it is to be done" as well as "what is to be done." The City of Gainesville will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations.

1.4 Other factors

The Other Factors to be considered, based upon the specific project (but not limited to), are those items, such as SBPP and/ or Local Preference. Fee proposals, when requested and deemed appropriate, are also to be considered in the evaluation process, where the request for such fees is in accordance with the City's Purchasing Policies and Procedures.

B. SELECTION PROCESS

The contractor(s) will be selected from the qualified vendors submitting responses to this Request for Proposals. The selection process will be as follows:

1. Evaluators consisting of staff will review the written proposals. The evaluation process provides a structured means for consideration of all proposals.
2. Upon review and evaluation, the City may request oral presentations from the top ranked vendors. During the oral presentations, the vendors shall further detail their qualifications, approach to the project and ability to furnish the required services. These presentations shall be made at no cost to the City.
3. Prior to final ranking of firms, the apparent top ranked vendor will be required to furnish proof to the City that it complies with the specifications.
4. The final ranking of firms will be in accordance with the procedures described in the City's Professional Services Evaluation Handbook. If required, the final ranking of firms will be presented to the City Commission. The City Commission will be requested to approve the recommended ranking and authorize negotiation and execution of the contract beginning with the top ranked vendor.
5. Provided that the City Commission approves the ranking and an award, the City will negotiate a contract with the top ranked proposer for the provision of Professional Tennis Services at City Facilities, including Joyce Oransky Tennis Center and Pro Shop. Should the City be unable to negotiate a satisfactory contract with the top ranked vendor, negotiations will be terminated with that proposer and negotiations will be initiated with the second most qualified proposer, and so on until a satisfactory contract is negotiated.

SECTION V – GENERAL PROVISIONS

A. CONTRACT AWARD

The award(s), if any, shall be made to the proposer(s) whose proposal(s) shall be deemed by the City to be in the best interest of the City. The decision of the City of whether to make the award(s) and which proposal is in the best interest of the City shall be final.

The Contract to be entered into with the successful proposer will designate the successful proposer as the City's Contractor and will include, but not be limited to, the following terms and conditions.

B. GENERAL TERMS AND CONDITIONS

Following are the General Terms and Conditions, supplemental to those stated elsewhere in the Request for Proposals, to which the Vendor must comply to be consistent with the requirements for this Request for Proposals. Any deviation from these or any other stated requirements should be listed as exceptions in a separate appendix of the proposal.

1. Public Entity Crimes. Section 287.133 (2)(a), Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
2. Tie Bids. Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; and (4) Bidders located within the State of Florida. In the case where Federal funds are being utilized, articles 2,3 and 4 will not apply.
3. Drugfree Workplace. Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.
4. Indemnification. The Contractor shall agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether by act or omission or negligence of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.
5. Insurance. Contractor shall provide proof of insurance in an amount as noted below:

Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.

Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).

The City shall be an additional insured on such Public Liability Insurance and the Contractor shall provide copies of endorsements naming the City as additional insured.

Automobile Liability Insurance

Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

The Contractor shall furnish the City a certificate of insurance in a form acceptable to the City for the insurance required. Such certificate or an endorsement provided by the Contractor must state that the City will be given thirty (30) days' written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.

6. Sovereign Immunity. Nothing in the executed contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.
7. Term. The term of the contract will commence upon final execution and will continue for 3 years, subject to funding in subsequent fiscal years. At the end of the contract period, upon satisfactory performance, the City, may at its option, negotiate and extend the contract for two additional one year periods.
8. Termination. The contract will provide termination by either party without cause upon 30 days prior written notice to the other party. In the event of termination, the Contractor will be compensated for services rendered up to and including the day of termination.
9. Applicable Law. The contract and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida. Venue in the courts of Alachua County, Florida.
10. Joint Bidding/Cooperative Purchasing Agreement: All bidders submitting a response to this invitation to bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and the same effective period as this bid, should the bidder deem it in the best interest of its business to do so. This agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida to rebid any or all items.

SECTION VI – TECHNICAL SPECIFICATIONS

A. SCOPE

It is the intent of the City of Gainesville to obtain proposals for the provision of comprehensive professional tennis services at City of Gainesville tennis facilities. The City intends to contract with one or more tennis professionals to provide the required services. It is understood that a tennis professional possesses distinct professional skills and experiences in performing the services described above; that the City contracts for such services, in that the City does not perform these services as part of its regular business; and that the tennis professional will have control over the means and methods of performing these services within the guidelines listed within this Request For Proposal.

B. BACKGROUND

A. Locations of Tennis Facilities in City Facilities

A.1 Albert “Ray” Massey Westside Park, 1001 NW 34th Street (Joyce Oransky Tennis Center)

A.1.1 Eight (8) lighted hard-surface tennis courts

A.1.2 Portable bleacher seating

A.1.3 Covered areas on court (shade structures)

A.1.4 Attendant hut

A.1.5 Restroom and Pro Shop

A.2 TB McPherson Park, 1717 SE 15th Street

A.2.1 Four (4) lighted hard-surface tennis courts

A.2.2 Restroom access out pavilion restrooms adjacent to tennis courts

A.3 Northeast Park, 501 NE 16th Avenue

A.3.1 Four (4) lighted hard-surface tennis courts

A.3.2 Restroom access available

A.4 Northside Park, 5725 NW 34th Street (NW 34th St & 441)

A.4.1 Four (4) lighted hard-surface tennis courts

A.4.2 Restroom access available

B Current Operating Hours

B.1 Currently, all sites operate from 7:00am until 11:00pm, seven days per week, 52 weeks per year.

B.2 Current park hours where tennis courts are located are sunrise to 11:00pm

C Current Tennis Fees and Charges

Month Pass

Jr. Pass for kids	\$60.00 plus tax
Single Adult Pass	\$95.00 plus
Couple	\$115.00 plus tax
Family	\$140.00 plus tax

Use of court fees

\$2.00 per person per hour
Singles and Doubles \$2.00 per person one and one half hours

Private & Semi-Private Lesson Rates

1 hour private with Director – \$52/hr
1 hour private with Head Assistant Pros- \$47/hr
5 lesson package with Director- \$250 (\$50/hr)
5 lesson package-Head Assistant Pros \$225 (\$45/hr)

Group Lesson Rates

3 players – \$17 per player / hour
4 players – \$13 per player / hour
5 or more – \$12 per player / hour

Adult Lessons

Adult Beginner \$72 \$12.00/hr
Adult Intermediate \$72 \$12.00/hr

Classes Junior Tennis

66.00 / six-week pee wee 45 min group \$11/class
\$72.00 / six-week session regular group \$12/class
\$72.00 / 6 weeks High School Prep-1 hr \$12/class
\$15.00/ class - High School Excellence -1.5 hr
\$180 for 6 weeks 2 x per week

Cardio Tennis

\$12.00 per hour

Ball Machine Club Rates

	Individual	Family
Monthly	\$47.70	\$63.60
Quarterly	\$132.50	\$148.40
Yearly	\$212	\$249.10

Ball Machine Non-Member Rates

1/2 hour rental \$8

1 hour rental \$12

RACKET STRINGING

Price List

<u>String</u>	<u>Gauge</u>	<u>Price*</u>	<u>Comment</u>
Prince Nylon	15	\$18.00	Durable Nylon
Prince Synthetic Gut	16	\$20.50	Good Playability
Gamma Synthetic Gut	16/17	\$20.50	Good Playability
Prince Topspin	15	\$23.00	Textured for Spin
Wilson Sensation	16	\$23.00	Excellent Feel
Gamma Ruff	16	\$24.00	Textured for Spin
Polyester	16	\$24.00	Very Durable
Poly Hybrid	16	\$24.00	Durable
Pro-Blend	16	\$26.00	Hybrid/Very Durable
Gamma TNT	16/17	\$27.00	Superb Playability
Wilson NXT	16	\$29.00	Gut-Like
Luxilon Big Banger Alu Power	16L	\$29.00	#1 String on Pro Tour
Luxilon Hybrid (choose synth.)	16L	\$29.00	Playability/Durable

Labor
Rate: Stringing \$14.00 (If string provided)
 Grommets \$8.00 (If provided)
 Grips \$4.00 (If provided)
 Over Grips \$2.00 (If provided)

SECTION VII – PRICE PROPOSAL

The price proposal is a presentation of the proposer’s total offering price including the estimated cost for providing each component of the required goods or services.

Proposers should indicate the dollar amount which will be attributed to each sub-contractor, if any. Include an itemized breakdown of all proposed fees to be charged to the public, including any percentages or flat fees to be paid to the City. For each of the elements that are presented as a percentage or flat fee per usage, estimate the total dollar value and provide specific backup for such estimates; i.e., estimated at 80% occupancy, etc.

Proposed Payments/Compensation to City

The Contractor shall pay the City the following fees (the Proposer may submit in their Proposal higher fees or percentages to be paid to the City—Proposer shall submit their best Proposal):

An administrative fee of \$1,375 per month; or ten percent (10%) of gross monthly operating revenues (including private lessons and all tournaments), whichever is greater. In the event that the Proposer chooses the percentage option, and the percentage as bid is less than \$16,500 annually, the Proposer agrees to pay no less than \$16,500 annually (\$1,375/month).

Effective October 1st of each year of the contract, the annual amount due to the City will increase by the amount of the CPI Index as measured in the month of June preceding the October 1st date. The amount due will automatically increase by the CPI Index. If the Proposer chooses the 10% payment option, then the amount owed would continue to be 10% of gross revenues or the inflation-adjusted fixed amount, whichever is greater.

Payment shall be made within twenty (20) business days after the end of each calendar month.

Proposer may offer alternative methods of compensation to the City, such as capital improvements at tennis facilities. Such alternative methods of payment to the City are subject to review and acceptance by the City, and there is no guarantee that such alternative compensation proposal shall be accepted by the City in lieu of payments listed above.

Proposer shall include any investments planned for tennis facilities, including equipment, fixtures, capital improvements, etc.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

(Name of Business)

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 the drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid 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 bid, 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.

Bidder's Signature

Date

DEBARRED AND SUSPENDED BIDDERS:

Breach of Contract

1. Scope.

This policy prescribes policies and procedures relating to:

 - (a) the debarment of bidders for cause;
 - (b) the suspension of bidders for cause under prescribed conditions;
and,
 - (c) the rejection of bids, revocation of acceptance and termination of contracts for cause.

It is directly applicable to the advertised and negotiated purchases and contracts, for equipment and services of the City.
2. General.

Debarment and suspension are measures which may be invoked by the City either to exclude or to disqualify bidders and contractors from participation in City contracting or subcontracting. These measure should be used for the purpose of protecting the interests of the City and not for punishment. To assure the City the benefits to be derived from the full and free competition of interested bidders, these measures should not be instituted for any time longer than deemed necessary to protect the interests of the City, and should preclude awards only for the probably duration of the period of non-responsibility.
- 2.1 Definitions.
 - (a) "Debarment" means, in general, an exclusion from City contracting and subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense, improper conduct or the inadequacy of performance.
 - (b) "Suspension" means a disqualification from City contracting and subcontracting for a temporary period of time because a concern or individual is suspected upon adequate evidence (See Section 6) of engaging in criminal, fraudulent, improper conduct or inadequate performance.
 - (c) A "debarment list" or "debarred bidders list" means a list of names of concerns or individuals against whom any or all of the measures referred to in this policy have been invoked.
 - (d) "Bidders" means, wherever the term is used in this policy, an offerors bidding pursuant to an invitation for bids or a request for proposals.
 - (e) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.
 - (f) "Business operations" means commercial or industrial activity engaged in regularly and continuously over a period of time for the purpose of receiving pecuniary benefit or otherwise accomplishing an objective. "Business operations" constitute and are equivalent to "carrying on business", "engaged in business", "doing business".
3. Establishment and Maintenance of a List of Concerns or Individuals Debarred or Suspended.
 - (a) The Purchasing Department shall establish and maintain on the basis contained in Sections 6 and 6.1, a consolidated list of concerns and individuals to whom contracts will not be awarded and from whom bids or proposals will not be solicited.
 - (b) The list shall show as a minimum the following information:
 - (1) the names of those concerns or individuals debarred or suspended (in alphabetical order) with appropriate cross-reference where more than one name is involved in a single action;
 - (2) the basis of authority for each action;
 - (3) the extent of restrictions imposed; and,
 - (4) the termination date for each debarred or suspended listing.
 - (c) The list shall be kept current by issuance of notices of additions and deletions.
4. Treatment to be Accorded Firms or Individuals Debarred or Suspended
Firms or individuals listed by the Purchasing Department as debarred or suspended shall be treated as follows.
 - (a) Total restrictions. A contract shall not be awarded to a concern or individual that is listed on the basis of a Section 5(a)(1), (2) or (3) felony "conviction", or to any concern, corporation, partnership, or association in which the listed concern or individual has actual control or a material interest; nor shall bids or proposals be solicited therefrom. However, when it is determined essential in the public interest by the City Commission, an exception may be made with respect to a particular procurement action where the individual or concern is effectively the sole source of supply or it is an emergency purchase.
 - (b) Restrictions on subcontracting. If a concern or individual listed on the debarred and suspended bidders list is proposed as a subcontractor, the Purchasing Department shall decline to approve subcontracting with that firm or individual in any instance in which consent is required of the City before the subcontract is made, unless it is determined by the City to grant approval City Commission essential to public interest and the individual or concern is effectively the sole source of supply or it is an emergency purchase.
5. Causes and Conditions Applicable to Determination of Debarment.

Subject to the following conditions, the Purchasing is authorized to debar a firm or individual in the public interest for any of the following causes occurring with ten (10) years of debarment.

- (a) Causes
 - (1) "Conviction" for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.
 - (2) "Convictions" of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification or destruction of records, perjury, or receiving stolen property where the conviction is based upon conduct which arose out of, or was related to, business operations of the bidder.
 - (3) "Conviction" for bid-rigging activities arising out of the submission of bids or proposals.
 - (4) Violation of contract provisions, as set forth below, of a character which is regarded by the City to be so serious as to justify debarment action:
 - (i) willful failure to perform in accordance with the specifications or within the time limit provided in the contract;
 - (ii) a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts. Failure to perform or unsatisfactory performance caused by acts beyond the control of the firm or individual as a contractor shall not be considered to be a basis for debarment.
 - (5) Debarment by any other governmental agency.
- (b) Conditions.
 - (1) Debarment for any of the causes set forth in this section shall be made only upon approval of the Purchasing.
 - (2) The existence of any of the causes set forth in (a) of this section does not necessarily require that a firm or individual be debarred except as provided in 4(a). In each instance, whether the offense or failure, or inadequacy of performance, be of criminal, fraudulent, or serious nature, the decision to debar shall only be made if supported by a preponderance of the credible evidence available. Likewise, all mitigating factors may be considered in determining the seriousness of the offense, failure, or inadequacy of performance, in deciding whether debarment is warranted. The actual or apparent authority of an involved individual, the present relationship of involved individuals with the bidder, the past performance of the individual or concern, and the relationship of the violation to the services or materials involved shall be considered.
 - (3) The existence of a cause set forth in (a)(1), (2), and (3) of this section shall be established by criminal "conviction" by a court of competent jurisdiction. In the event that an appeal taken from such conviction results in reversal of the "conviction", the debarment shall be removed upon the request of the bidder (unless other causes for debarment exists). For the purposes of this policy, the following shall have the same effect as a "conviction": pleading guilty or nolo contendere, or being found guilty by a jury or court of, the offense in question, regardless of whether probation is imposed and adjudication withheld.
 - (4) The existence of a cause set forth in (a)(4) and (5) of this section shall be established by a preponderance of credible evidence by the Purchasing.
 - (5) Debarment for the cause set forth in (a)(5) of this section (debarment by another agency) shall be proper if one of the causes for debarment set forth in (a)(1) through (4) of this section was the basis for debarment by the original debarring agency. Such debarment may be based entirely on the record of facts obtained by the original debarring agency, or upon a combination of such facts and additional facts.

5.1 Period of Debarment.

- (a) Debarment of a firm or individual shall be for a reasonable, definitely stated period of time commensurate with the seriousness of the offense or the failure or inadequacy or performance. As a general rule, a period of debarment shall not exceed five (5) years. However, when partial or total debarment for an additional period is deemed necessary, notice of the proposed additional debarment shall be furnished to that concern or individual in accordance with Section 8.
- (b) A debarment may be removed or the period thereof may be reduced by the City Manager upon the submission of an application supported by documentary evidence, setting forth appropriate grounds for the granting of relief; such as newly discovered material evidence, reversal of a conviction, bona fide change of ownership or management, or the elimination of the causes for which the debarment was imposed. The City Manager may request additional information, shall consider all relevant facts, and shall render a decision within twenty (20) days of receipt of the application unless a longer period is warranted under the circumstances.

6. Suspension of Bidders.

- (a) Suspension is a drastic action and, as such, shall not be based upon an unsupported accusation. In assessing whether evidence exists for invoking a suspension, consideration should be given to the amount of credible evidence which is available, to the existence or absence of corroboration as to important allegations, as well as to the inferences which may properly be drawn from the existence or absence of affirmative facts. This assessment should include an examination of basic documents, such as contracts, inspection reports, and correspondence. In making a determination to suspend, the Purchasing shall consider the factors set forth in Section 5(b)(2). A suspension may be modified by the City Manager as described in Section 5.1(b).

6.1 Causes and Conditions Under Which the City May Suspend Contractors

- (a) The Purchasing may, in the interest of the City, suspend a firm or individual when the firm or individual is suspected, upon credible evidence, of having committed one or more the following act(s) within three (3) years of the date of suspension:
 - (1) Commission of fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract;
 - (2) Violation of statutes concerning bid-rigging activities out of the submission of bids and proposals; and,
 - (3) Commission of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification, or destruction of records, perjury, receiving stolen property. Commission of any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a City contractor.
- 6.2 Period of Suspension.
- (a) All suspension shall be for temporary period pending the completion of an investigation and such legal proceedings as may ensue. In the event that prosecution has not been initiated within twelve (12) months form the date of the suspension, the suspension shall be terminated. Upon removal of suspension, consideration may be given to debarment in accordance with Section 5 of this policy.
7. Scope of Debarment or Suspension.
- (a) A debarment or suspension may include all known affiliates of a concern or individual.
 - (b) Each decision to include a known affiliate within the scope of a proposed debarment or suspension is to be made on a case-by-case basis, after giving due regard to actual or apparent authority of the controlling concern or individual and similarity of the services provided by the affiliate to those provided by the debarred individual or concern.
 - (c) The criminal, fraudulent, or seriously improper conduct of an individual may be imputed to the business concern with which he is connected, where such impropriety was accomplished within the course of his official duty or apparent authority, or was effected by him with the knowledge and approval of that concern. When the individual was an officer of the concern, knowledge and approval may be presumed. Likewise, where a concern is involved in criminal, fraudulent, or seriously improper conduct, any individual who was involved in the commission of the impropriety may be debarred or suspended.
8. Notice of Debarment of Suspension.
- When the Purchasing seeks to debar or suspend a concern or individual (or any affiliate thereof) for cause, it shall furnish that party with a written notice:
- (1) stating that debarment or suspension is being considered;
 - (2) setting forth the reasons for the proposed action;
 - (3) indicating that such party will be afforded an opportunity for a hearing if he so requests one within ten (10) days; and,
 - (4) indicating that such party may make a written response in accordance with Section 9(a).
9. Response to Notice of Debarment or Suspension.
- (a) In lieu of requesting a hearing within the prescribed ten (10) day period, the party may, within said ten (10) day period, notify the City of its intent to provide a written reply and submit written evidence to contest the debarment or suspension. Such written evidence must be submitted within twenty (20) days after receipt of the notice of proposed debarment or suspension in order for it to be considered.
 - (b) Whatever response is received to the notice of intent to debar or suspend, such will be considered in determining whether debarment or suspension action will be made. Where a reply is received to the notice of intent to debar or to suspend, and evidence to refute such action is furnished but no hearing is requested, the information furnished will be considered in determining the action to be taken.
 - (c) If a hearing is requested, it shall be conducted by the City Manager. The hearing will be held at a location convenient to the City as determined by the City Manager and on a date and at a time stated. An opportunity shall be afforded to the firm or individual to appear with witnesses and counsel, to present facts or circumstances showing cause why such firm or individual should not be debarred or suspended. The proceeding shall be of an informal nature as determined by the City Manager. After consideration of the facts, the City Manager shall notify the firm or individual of the final decision.
 - (d) If no response is made to the notice of debarment or suspension within the first ten (10) day period, the decision of the Purchasing shall be deemed final and the party so notified.
10. Rejection of Bids, Breach of Contract.
- (a) Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by the City that the bidder or its affiliates have committed any act which would have been cause for debarment.
 - (b) If after a contract is awarded and performance has been begun the City discovers that the bidder or its affiliates have committed any act prior to award or acceptance which would have been cause for debarment had it been discovered prior to solicitation or acceptance, the City may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.

- (c) If after bids have been solicited and/or accepted or after a contract is awarded and performance begun, the City discovers that the bidder or its affiliates committed any act prior to award or acceptance which would have been cause for disbarment or suspension had it been discovered prior to solicitation or acceptance, the City may require additional satisfactory assurances that such act(s) have not occurred and that the contract can and will be faithfully performed. If additional assurances are requested and are not satisfactory or if the bidder or its affiliates fail to immediately cooperate with all reasonable requests, including requests for information reasonably calculated to lead to the discovery of relevant evidence, then such may be considered a material breach of the contract and such shall constitute cause for termination of the contract.

ARTICLE X. LOCAL PREFERENCE POLICY*

***Editor's note:** Section 9 of Ord. No. 001261 states: "This ordinance shall become effective October 1, 2004, and shall be reviewed by the City Commission October 1, 2005, and unless extended by action of the City Commission, shall be deemed repealed effective March 31, 2006, provided that it shall remain applicable to new contracts solicited prior to repeal."

Sec. 2-620. Findings of fact.

The city annually spends significant amounts on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues derived from local businesses in the corporate city limits of Gainesville, and the city commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the city commission has determined that it is in the best interest of the city to give a preference to local businesses in the corporate city limits of Gainesville in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

(Ord. No. 001261, § 1, 3-29-04)

Sec. 2-621. Definition.

"Local business" means the vendor has a valid occupational license, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide a copy of the occupational license.

(Ord. No. 001261, § 2, 3-29-04)

Sec. 2-622. Local preference in purchasing and contracting.

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, as described below, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the city commission or other authority. In the case of requests for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, local businesses are assigned five percent of the total points of the total evaluation points.

(Ord. No. 001261, § 3, 3-29-04)

Sec. 2-623. Exceptions to local preference policy.

The preference set forth in this Article X shall not apply to any of the following purchases or contracts:

- (1) Good or services provided under a cooperative purchasing agreement;

- (2) Contracts for professional services procurement of which is subject to the Consultants' Competitive Negotiation Act (F.S. § 287.055) or subject to any competitive consultant selection policy or procedure adopted or utilized by the city commission or charter officer;
- (3) Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference; or
- (4) Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, etc., as such are described in the city's purchasing policies;
- (5) Purchases with an estimated cost of \$50,000.00 or less;
- (6) Application of local preference to a particular purchase, contract, or category of contracts for which the city commission is the awarding authority may be waived upon written justification and recommendation of the charter officer and approval of the city commission. The preferences established herein in no way prohibit the right of the city commission or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the city commission or other purchasing authority from giving any other preference permitted by law in addition to the preference authorized herein.

(Ord. No. 001261, § 4, 3-29-04)

Sec. 2-624. Application, enforcement.

The local preference shall apply to new contracts for supplies, materials, equipment and services first solicited after October 1, 2004. This article shall be implemented in a fashion consistent with otherwise applicable city purchasing policies and procedures.

(Ord. No. 001261, § 5, 3-29-04)

Local Preference is requested: YES NO

If Local preference is requested this exhibit must be submitted with the proposal.

A copy of your Business tax receipt and Zoning Compliance Permit must be submitted with the proposal if a local preference is requested.

CITY OF GAINESVILLE

CERTIFICATION OF COMPLIANCE WITH LIVING WAGE

The undersigned hereby agrees to comply with the terms of the Living Wage Ordinance and to pay all covered employees, as defined by City of Gainesville Ordinance 020663 as amended at 030168 (Living Wage Ordinance), during the time they are directly involved in providing covered services under the contract with the City of Gainesville for _____ a living wage of \$_____ per hour to covered employees who receive Health Benefits from the undersigned employer and \$_____ per hour to covered employees not offered health care benefits by the undersigned employer.

Name of Service Contractor/Subcontractor: _____
Address: _____
Phone Number: _____
Name of Local Contact Person _____
Address: _____
Phone Number: _____
 \$ _____ (Amount of Contract)

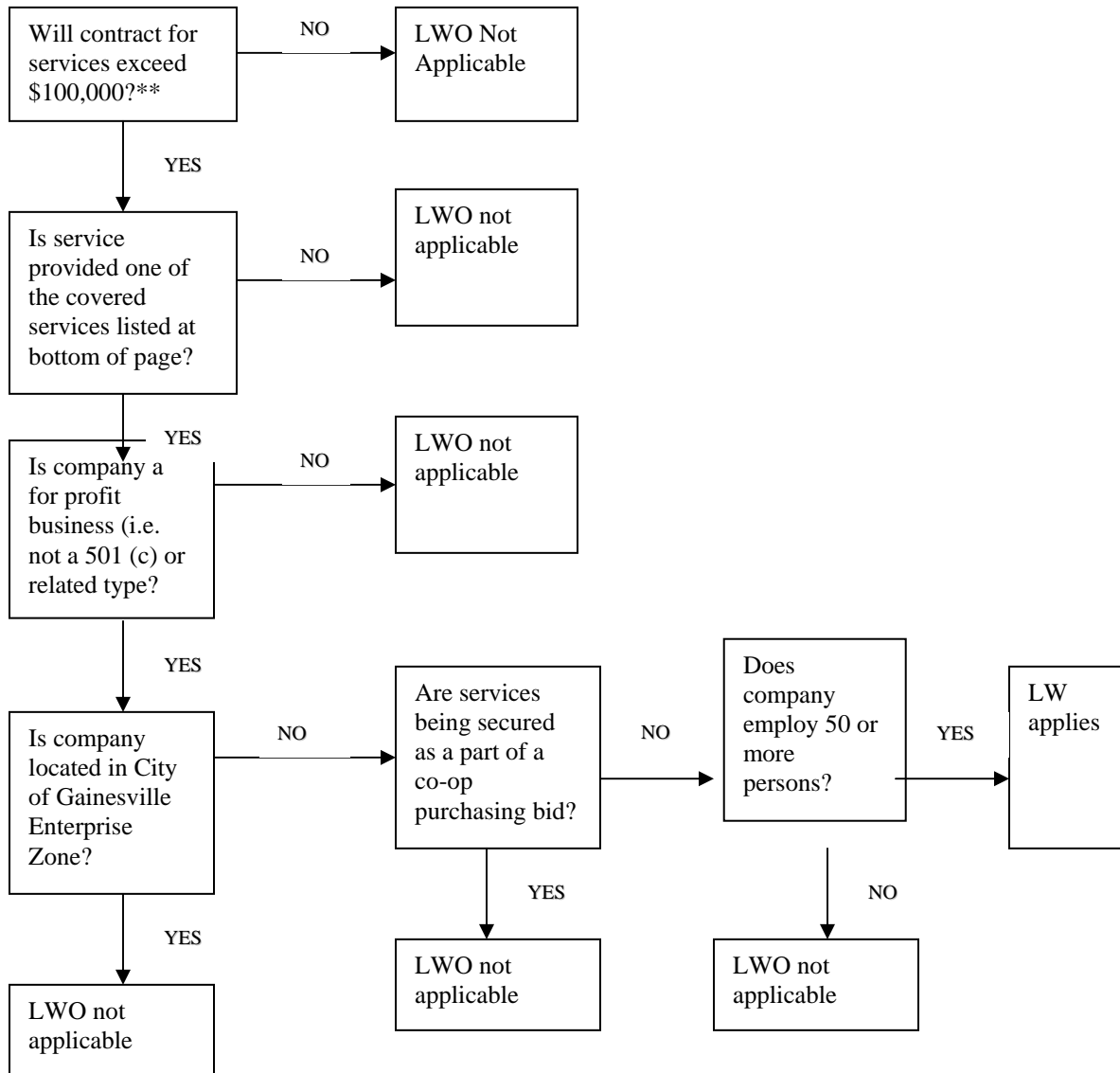
Signature: _____ Date: _____

Printed Name: _____

Title: _____

LIVING WAGE DECISION TREE

While not all encompassing, the following is provided as a guideline for contractors in determining whether the City of Gainesville Living Wage Ordinance applies to their firm in the performance of specified service contracts for covered services* with the City. Contractors are advised to review the entire text of the Living Wage Ordinance in conjunction with this guideline.



***Covered Services:** food preparation and/or distribution; custodial/cleaning; refuse removal; maintenance and repair; recycling; parking services; painting/refinishing; printing and reproduction services; landscaping/grounds maintenance; agricultural/forestry services; and construction services
****Total value of contract.**

LIVING WAGE COMPLIANCE

See Living Wage Decision Tree (Exhibit C hereto)

Check one:

- Living Wage Ordinance does not apply
(check all that apply)
- Not a covered service
 - Contract does not exceed \$100,000
 - Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
 - Located within the City of Gainesville enterprise zone.
- Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the bid price.

**CITY OF GAINESVILLE
GENERAL GOVERNMENT
PURCHASING DIVISION SURVEY
BID INFORMATION**

BID #: RECX110013-DH

DUE DATE: November 23, 2010
@ 3:00 p.m.

SEALED PROPOSAL ON: Professional Tennis Services for City Facilities including
Joyce Oransky Tennis Center and Pro Shop (Rebid)

IF YOU DO NOT BID

Please check the appropriate or explain:

- _____ 1. Not enough bid response time.
- _____ 2. Specifications not clear.
- _____ 3. Do not submit bids to Municipalities.
- _____ 4. Current work load does not permit time to bid.
- _____ 5. Delay in payment from Governmental agencies.
- _____ 6. Do not handle this item.
- _____ 7. Other: _____

Company: _____

Address: _____

Are you a minority business? yes _____ no _____

RFP (09/22/03)
Rev. local pref. 10/1/04;7/25/05;10/05;4/06;10/06;3/07

This form Document No. P04-213 is a legal instrument approved by the City Attorney. Any deviations from its intended use should be authorized by the City Attorney