



Issue Date: February 15, 2018

Non Mandatory Pre-Proposal Meeting:
March 1, 2018 @ 10:00 a.m.
at Joyce Oransky Tennis Center at
Albert "Ray" Massey Westside Park
1001 NW 34th St.
Gainesville, Florida

Bid Due Date: March 14, 2018 @ 3:00 p.m. local time

REQUEST FOR QUALIFICATIONS

RFQ NO. RECX-180044-DM

City of Gainesville Professional Tennis Contractor

Procurement Representative:

Darius McPhall, Buyer II

Procurement Division

Phone: (352) 334-5021

Fax: (352) 334-3163

Email: McPhalldt@cityofgainesville.org

City of Gainesville
200 East University Avenue, Room 339 – Gainesville, Florida 32601

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**CITY OF GAINESVILLE
REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR
CITY OF GAINESVILLE PROFESSIONAL TENNIS CONTRACTOR**

RFQ # RECX-180044-DM

March 14, 2018 (Due Date)

SECTION I – OVERVIEW AND PROCEDURES

A. INTRODUCTION/BACKGROUND

The City of Gainesville is requesting the submission of Statements of Qualifications (RFQ's) from professional Tennis Contractors to direct and oversee the operations and maintenance of the tennis locations listed within this solicitation. This will include assuming primary responsibility for the operation of the locations, to include fiscal management, scheduling of tennis courts, instructions and clinics, and supervision of the facilities and Contractor's staff. In addition, the Contractor will operate and manage a Tennis Pro Shop located at Albert "Ray" Massey Westside Park, offering to the clientele of that location and to the public a selection of tennis balls, racquets, tennis wear, and other tennis-related accessories. The Contractor will be responsible for selecting and purchasing inventory, maintaining stock, selling merchandise, and managing the staff of the Tennis Pro Shop. The Contractor will be responsible for all duties related to bookkeeping and federal and state financial reporting requirements and will ensure that the Tennis Pro Shop is adequately stocked at all times with high- and medium-quality merchandise. The Contractor's proposal should also include the maintenance for the tennis courts. Maintenance duties will include the items shown in the "Scope of Services" of this solicitation. The Contractor will provide quality tennis instruction for individuals or groups and promote general and tournament use of the facilities. Fees for the annual passes and daily use of the courts at the Joyce Oransky Tennis Center are subject to the approval of the Parks, Recreation and Cultural Affairs Director or designee. All the duties and responsibilities set forth as part of this solicitation will be performed by the Contractor subject to the advice and direction of the Parks, Recreation and Cultural Affairs Department.

B. REQUEST FOR TIME TABLE

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

RFP available for distribution	February 15, 2018
Non-Mandatory Pre-Proposal Conference	March 1, 2018
Deadline for receipt of questions	March 7, 2018 (3:00 p.m. local time)
Deadline for receipt of proposals	March 14, 2018 (3:00 p.m. local time)
Evaluation/Selection process	Week of March 19, 2018
Oral presentations, if conducted	Week of April 2, 2018
Projected award date	May 3, 2018
Projected contract start date	June 1, 2018

C. SCOPE AND REQUESTED SERVICES

1. **City-wide Mission** – To make Gainesville the most citizen-centered city in America.

2. PRCA Vision, Mission and Tennis Program Goal

Our Vision – To be seen as the keepers and hosts of the places where nature, recreation and culture meet, offering memorable experiences for all.

Our Mission – To provide and maintain the natural, recreational and cultural facilities and programs that make Gainesville a great place to live, work and visit; and that help sustain the City economically, socially and environmentally.

Our Tennis Program Goal – To align with the mission of the Parks, Recreation and Cultural Affairs Department by providing a quality and diverse program for participants that enhances their physical, social and psychological well-being.

3. Tennis Locations

The City of Gainesville has 23 public courts under the jurisdiction of the Parks, Recreation and Cultural Affairs Department. Courts are located at the following sites:

- Albert “Ray” Massey (Westside) Park – 8 courts
- T.B. McPherson Park – 4 courts
- Northeast Park – 4 courts
- Northside Park – 4 courts
- Northeast 31st. Ave. Park – 2 courts
- Cofrin Nature Park – 1 court

The tennis facilities are public facilities and are operated by funds received from the City of Gainesville’s general fund.

4. Project Description

The City of Gainesville desires to engage the services of a Professional Tennis Contractor to direct and oversee the operations and maintenance of the tennis locations listed above. This will include assuming primary responsibility for the operation of the locations, to include fiscal management, scheduling of tennis courts, instructions and clinics, and supervision of the facilities and Contractor’s staff. In addition, the Contractor will operate and manage a Tennis Pro Shop located at Albert “Ray” Massey Westside Park, offering to the clientele of that location and to the public a selection of tennis balls, racquets, tennis wear, and other tennis-related accessories. The Contractor will be responsible for selecting and purchasing inventory, maintaining stock, selling merchandise, and managing the staff of the Tennis Pro Shop. The Contractor will be responsible for all duties related to bookkeeping and federal and state financial reporting requirements and will ensure that the Tennis Pro Shop is adequately stocked at all times with high- and medium-quality merchandise. The Contractor’s proposal should also include the maintenance for the tennis courts. Maintenance duties will include the items shown in the “Scope of Services” of this solicitation. The Contractor will provide quality tennis instruction for individuals or groups and promote general and tournament use of the facilities. Fees for the annual passes and daily use of the courts at the Joyce Oransky Tennis Center are subject to the approval of the Parks, Recreation and Cultural Affairs Director or designee. All the duties and responsibilities set forth as part of this solicitation will be performed by the Contractor subject to the advice and direction of the Parks, Recreation and Cultural Affairs Department. Although the Contractor will have oversight of and responsibility for the day-to-day operations of the tennis facilities, the City of Gainesville reserves the right to determine whether the Contractor’s performance of the criteria set forth in this solicitation meets the City’s expectations. In addition, the Parks, Recreation and Cultural Affairs Director or designee reserves the right to establish and/or modify standards for the quality of any service or product provided under this solicitation

5. RESPONSIBILITIES OF THE PROFESSIONAL TENNIS CONTRACTOR

The Contractor agrees to provide the public with tennis instruction and to provide a quality and diverse program for participants, which enhances their physical, social and psychological well-being.

A. Must be a USPTA or USPTR Certified Professional.

- B. Provide sufficient qualified staff (over the age of 16).
- C. Complete the City of Gainesville’s mandated Level 2 background screening check for Contractor and all personnel, instructors, staff, volunteers or contractors associated with provision of tennis operations, management and maintenance services. Contractor is to pay for all background screening costs. Background checks must be conducted on an annual basis, or anytime new tennis personnel start work (whether paid or volunteer). The Contractor has the option of completing the Level 2 background checks through a qualifying agency, or the Contractor may have the City of Gainesville perform the checks through the Parks, Recreation and Cultural Affairs Department. If the Contractor chooses the latter option, the City of Gainesville will invoice the Contractor for the cost of the background checks. If the Contractor chooses the former, then documentation must be provided to the City showing proof that all staff, contractors, and volunteers have completed and passed background checks.
- D. Hire and compensate the staff and professionals required to operate the tennis facilities and provide tennis programs.
- E. Direct and manage the operation of the tennis facilities and programs.
- F. Fiscally manage the Tennis facilities in coordination with the City of Gainesville Parks, Recreation and Cultural Affairs Department. Maintain complete accounting records and implement appropriate account controls consistent with standard business practices. Accounting records shall be available for audit/inspection by City of Gainesville during regular working hours.
- G. Establish the rates for private lessons, group lessons, clinics, camps, and league participation, etc. Rates are subject to the City of Gainesville’s approval and cannot be amended without prior approval by the City of Gainesville.
- H. Schedule use of the tennis courts and provide tennis instruction, programs and clinics.
- I. Supervise the tennis facilities and any tennis contractual staff and volunteers.
- J. Operate and manage a Tennis Pro Shop, offering clientele and the public tennis balls, rackets, racket repairs, tennis wear, and other tennis-related accessories.
- K. Select and purchase Tennis Pro Shop inventory, maintain stock, and sell merchandise. Inventory is to be adequately stocked at all times with high- and medium-quality merchandise.
- L. Perform all duties related to bookkeeping and federal and state financial reporting requirements. Provide name of CPA, including address, telephone number, cell phone number, and e-mail address, who will prepare financial statements on a monthly, quarterly and annual basis as well as annual tax returns—all to be provided to City of Gainesville Parks, Recreation and Cultural Affairs Department within 30 days of the period end, except annual tax returns, which will be due within 30 days of the filing deadline.
- M. Provide quality tennis instruction for individuals or groups and promote general and tournament use of the Tennis facilities.
- N. Management activities are not to infringe upon the public’s use and enjoyment of the Tennis facilities, except as in accordance with the rules and regulations provided by the City of Gainesville.
- O. Tennis facilities Hours of Operation:
 - (1) Open every day throughout the year, weather permitting, at hours consistent with tennis industry practices and the community’s needs, except for Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, and New Year’s Day.
 - (2) Tennis facilities are, at a minimum, to be accessible to the public from 8:00 a.m. to 10:00 p.m., Monday through Friday, and from 8:00 a.m. through 8:00 p.m. on Saturdays and Sundays. Flexible hours, especially during summer months and peak temperatures, are allowed.
- P. Tournament schedules: Organizing and conducting tennis tournaments annually is permissible.
- Q. Provide all equipment, which includes balls, ball machines, racquets and any other necessary equipment, required to conduct lessons, clinics, camps, etc.

- R. Provide to the City of Gainesville annual customer satisfaction surveys with a customer contact list (include e-mail address) for the City of Gainesville to review.
- S. Secure and maintain all licenses necessary to do business in Alachua County, Florida, City of Gainesville, and State of Florida, and secure all necessary permits and licenses for the operation of the Tennis Pro Shop and other operations provided by Contractor at the tennis facilities. All licenses and permits are to be obtained at Contractor's expense.
- T. Payment of any and all pertinent federal, state, or local self-employment, Workers Compensation, income taxes, or other assessments levied by governmental authorities on any monies earned as a result of the tennis management services' contractual relationship with City of Gainesville. The City of Gainesville is to be reimbursed for any claim or assessment, including interest and penalties, by any taxing authority arising out of Contractor's failure to fulfill the foregoing responsibilities.
- U. Contractor shall not incur any costs or expenses on behalf of City of Gainesville, except as specifically approved in advance and in writing by the City of Gainesville.
- V. Maintain and complete adequate accounting records supporting all charges, fees, expenses and costs associated with the contract.
- W. Implement appropriate accounting controls consistent with standard business practices.
- X. All transactions generated through the tennis operations shall be accounted for as follows: Maintain and have available for the City of Gainesville monthly participation and revenue reports to include:
- (1) Whether the participant is a non-resident or resident of the City of Gainesville;
 - (2) Whether the participant is a junior, adult, or senior participant;
 - (3) Type of instruction (including use of ball machine);
 - (4) Frequency of lesson;
 - (5) Amount paid by participant;
 - (6) Gross revenues broken down by category including, but not limited to, annual passes, daily fees, lessons, clinics, camps, league play, events, tournament receipts, tennis pro shop merchandise sales, stringing fees, and food and beverage sales;
 - (7) Trial balance, which must contain quarterly end balances for all accounts including cash, accounts payable, revenues and expenses;
 - (8) Sales tax returns;
 - (9) Documentation of court usage (copies of calendar indicating reservations and actual usage is acceptable); and
 - (10) Report on the number and frequency of tournaments, leagues, camps, clinics and special events.
- Y. Quarterly reports are to be delivered to the City of Gainesville on or before the thirtieth (30) day following the end of the quarter (the quarters end on December 31, March 30, June 30, and September 30 of each year).
- (1) Provide the City of Gainesville with Financial Statements for the tennis facilities operations on an annual basis. Such Financial Statements shall be due within one hundred twenty (120) days of the anniversary date of the effective date of the contract. The Financial Statements shall reflect financial position at the conclusion of the previous fiscal year. The Financial Statements shall include such information as the City of Gainesville's Finance Director may reasonably require, including, but not limited to, a balance sheet and income statement, tax return, general ledger, bank statement along with documentation of amounts paid to independent contractors and employees. The City of Gainesville shall have the right to review Financial Statements more frequently during the year and at the City of Gainesville's discretion may require monthly reports. The City of Gainesville, at its own cost and expense, may audit contractor operations from a financial and management perspective at any time during the term of the Agreement.
 - (2) Accounting records shall be available for audit and inspection by the City of Gainesville during hours of operation.
- Z. Maintenance: All minor (internal/external) maintenance of the tennis facilities at the Joyce Oransky Tennis Center at Albert Ray Massey (Westside) Park, including the Tennis Pro Shop, shall be the responsibility of the Contractor. All tools and equipment for the tennis facilities maintenance shall be the sole responsibility of the Contractor. All equipment, materials, and supplies to maintain the tennis courts shall be the responsibility of the Contractor. Maintenance duties shall be in accordance with the manufacturer's recommended maintenance and shall be inclusive of all day-to-day custodial services, including supplies. Contractor shall be responsible for opening and closing the facility.
- (1) Telephone, internet, satellite, cable television, and cell phone service costs are the responsibility of the Contractor.

- (2) Major repairs and capital improvements shall be provided by the City of Gainesville including: Fencing repairs, windscreen replacement, light fixture repairs, resurfacing of the courts, repair benches, and other site furnishings that are part of the infrastructure, as needed. The City of Gainesville will not repair furniture brought in by the vendor.

D. QUALIFICATIONS

- A. The submitter's firm shall demonstrate how your firm meets the requirements listed for this project.
- B. The submitter's firm shall demonstrate that it has at least 3 years' experience in directing tennis facilities and programs of similar size and scope.
- C. The submitter's firm shall demonstrate personnel and equipment support necessary to direct and oversee the operations and maintenance of tennis locations as requested in a timely and efficient manner.
- D. The submitter's firm shall provide proof of insurance in a form acceptable to the City, which gives the City 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, in the amounts as noted below:

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

Professional Liability Insurance in the amount of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).

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

- E. Consultant's firm shall demonstrate that it complies with all applicable State and Federal professional licensing laws.
- F. By submitting the Statement of Qualifications, the consultant's firm certifies that it has fully read and understands the RFQ and has full knowledge of general scope, nature, and quality of the work to be performed, the general requirements of the services to be provided, and the conditions under which the services are to be performed.

E. NON-MANDATORY PRE PROPOSAL

A non-mandatory pre-proposal conference has been scheduled for March 1, 2018 @ 10:00 a.m. at Joyce Oransky Tennis Center at Albert "Ray" Massey Westside Park, 1001 NW 34th St., Gainesville, Florida. At that time, prospective proposers or their representatives may discuss any questions pertaining to the project.

F. CONTACT BETWEEN SUBMITTER AND CITY

The contact person for this RFQ is Darius McPhall, Buyer II, Procurement Division, City of Gainesville, 200 East University Avenue, Gainesville, FL 32627, email address McPhalldt@cityofgainesville.org, Telephone No.: (352) 334-5021, FAX

No.: (352) 334-3163. Explanations desired by the submitter(s) regarding the meaning or interpretation of this RFQ must be obtained 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 which may also be referred to as “code of silence”, 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 Procurement designated staff contact in the Procurement 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 issue date which allows for immediate submittals to the City of Gainesville Procurement Division for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards 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.

G. ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing no later than seven (7) calendar days prior to the Qualification Due Date for the Statements of Qualifications. The request must contain the submitter’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 submitter’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 Qualification Due Date. Submitters should not rely on any representations, statements or explanations other than those made in the RFQ or in any addendum to this RFQ. Where there appears to be a conflict between the RFQ and any addenda issued, the last addendum issued will prevail.

It is the submitter’s responsibility to be sure all addenda were received. The submitter should verify with the designated contact person prior to submitting a Statement of Qualifications that all addenda have been received. Submitters are required to acknowledge the number of addenda received as part of their submission of qualifications.

H. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Statements of Qualifications received after the qualification due date and time are late and will not be considered. Modifications received after the qualification due date are also late and will not be considered. Letters of withdrawals received after the qualification due date or after contract award, whichever if applicable, are late and will not be considered.

I. CITY OFFICE FOR SUBMISSION OF QUALIFICATION

One original and 3 copies (total of 4) of the Statements of Qualifications should be delivered to the Procurement Division, Room 339, City Hall, 200 East University Avenue, Gainesville, FL 32601, by 3:00 p.m.(local time), March 14, 2018. In addition, proposer must provide one (1) electronic copy of their submittal in PDF format on a CD or USB flash drive. Electronic document should not be password protected, encrypted, etc.

The statement of qualifications shall be clearly labeled:

Statement of Qualifications for Professional Tennis Contractor.

The City will receive sealed Statements of Qualifications until 3:00 p.m. (local time) on March 14, 2018. Any Statement of Qualifications received after this time, as determined at the bid opening location of 200 East University Avenue, Room 339, Gainesville, FL 32601, will not be considered and will be returned unopened.

J. CITY SELECTION PROCEDURES

The firm or firms will be selected from qualified firms submitting statements as further described in Section R, "Statement of Qualifications Format" of this RFQ.

The City shall first evaluate Statements of Qualifications and performance data that are on file together with that submitted by firms regarding the proposed scope of work.

Upon review and evaluation the City may request oral presentations from the top ranked vendors. During the oral presentations, the firms shall then further detail their qualifications, approach to the project and ability to furnish the required services during the presentation. Firms selected for further presentations must provide one (1) electronic copy of materials presented in PDF format on a CD.

If it is deemed oral presentations are not necessary, the final rankings of the firms will be based on a combination of the technical qualifications, the written proposal, and the price proposal. If oral presentations are necessary, the final ranking of firms will be the oral presentations only.

The City shall then select and rank no less than three (3) firms in order of preference who are deemed to be the most highly qualified to perform the required services, in accordance with the procedures described in the City's Professional Services Evaluation Handbook. The City Commission will then be requested to approve the ranking and authorize contract negotiation and execution.

The City will negotiate a contract with the top ranked firm or firms for professional services. Should the City be unable to negotiate a satisfactory contract, negotiations will be terminated and negotiations will be initiated with the second most qualified firm. Should the City be unable to negotiate a satisfactory contract with any of the selected firms, then the City shall select additional firms from those whose Statements of Qualifications are on file in order of their competence.

K. CITY RESPONSIBILITY

The City will be responsible to the selected consultant(s) for the following tasks:

- Monitoring consultant's progress for contract compliance.
- Major repairs and capital improvements shall be provided by the City of Gainesville including: Fencing repairs, windscreen replacement, light fixture repairs, resurfacing of the courts, repair benches, and other site furnishings that are part of the infrastructure, as needed. The City of Gainesville will not repair furniture brought in by the vendor.

L. CONDITIONS ESTABLISHED BY THE CITY OF GAINESVILLE

- A. Late submittals: Any responses submitted after the due date specified in the RFQ will not be considered and will be returned unopened.
- B. Rejection of submittal: The City of Gainesville reserves the right to reject any and all submittals received in response to the RFQ and to waive any minor technicalities or irregularities as determined to be in the best interest of the City. The City of Gainesville reserves the right to award the contract in the best interest of the City.

All materials submitted in response to the RFQ become the property of the City of Gainesville and will be returned only at the option of the City.

M. SUBMITTER'S COST TO DEVELOP SUBMITTAL

Costs for developing submittals in response to this RFQ are entirely the obligation of the submitter and shall not be chargeable in any manner to the City of Gainesville.

N. 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.

O. USE OF RFQ REPLY IDEAS

The City has the right to use any or all information presented in any response to the RFQ, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

P. NOTICE OF INTENT NOT TO SUBMIT A STATEMENT OF QUALIFICATIONS

In the event that your organization decides not to submit a Statement of Qualifications, the City of Gainesville would appreciate your advising the Procurement Manager of your decision and reason for not submitting a Statement of Qualifications by completing the enclosed standard City survey form.

Q. NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT

As a condition of entering into this agreement, the company represents and warrants that it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination. The company shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the solicitation, selection, hiring, commercial treatment of subcontractors, vendors, suppliers or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

The City reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The company understands and agrees that a violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.”

For more information on this policy and requirement, please visit the Office of Equal Opportunity’s website.

R. STATEMENT OF QUALIFICATIONS FORMAT AND REQUIREMENTS

The Statement of Qualifications must be submitted in the following format:

- A. Project Understanding and Approach: Describe your understanding of the objectives and scope of the requested services and your general approach to such. Include a general time frame for being able to respond to City requests for specific project proposals.
- B. Proposed Project Staff: Identify the key personnel who will be directly assigned to this project. State the qualifications and related experience of each member of the proposed project team.
- C. Qualifications of Firm: Provide pertinent information about the firm and related experience with similar projects. In addition, the firm should identify its total number of technical and professional personnel by discipline and training and further describe the total workload during the project period. Indicate what resources (professional and technical time) the firm would have available to allocate to the project.
- D. At a minimum, the Proposer shall provide the following: **A list of similar programs they have been directly responsible for submitted with a brief description of the scope of services.** An overview of the program should

include the length of time or duration of the program, the location of the program, and reason for termination of program (if applicable), outcome of the program, and estimated fees for these programs. Include a description of the clientele served and whether publicly sponsored by a local government or a private operation. Please include **descriptions of certifications, training, licenses, etc.** Proposer/individual must possess **a minimum of 3 years' experience as a Director of a tennis facility consisting of a minimum of 8 tennis courts.** Proposer/individual must provide **documentation evidencing such experience.** Proposer **must be a USPTA/USPTR Certified Professional.** Proposer shall **provide the number of other USPTA/USPTR Certified Professional staff over the age of sixteen (16) and describe their responsibilities, and shall submit the credentials and training of other non-USPTA/USPTR Certified Professional staff and describe their responsibilities.** Proposer shall provide evidence of **ability to obtain all appropriate licenses and permits.** Proposer shall provide **a maximum of four (4) references** for similar work, including name, address, telephone number and e-mail address for each (form attached). The City of Gainesville will only contact the four references provided on the attached form. Any additional references provided by the proposer will not be contacted.

The City requests that responders include in their proposal all information on any judgements, claims, disputes, or litigation pending, outstanding or within the past five years involving the contractor, the firm or any of its officers (or any of its partners if a partnership; or any of the individual entities if a joint venture).

E. Technical Approach and Methodology

A general overview of the firm or individual's approach should be submitted showing how the contractor will get the program started for the tennis facilities management, detailing operation of the Tennis Pro Shop and provision of the maintenance services, and describing how the proposer will continue to build the program.

F. Fees for Tennis Programs and Services

Proposer shall provide a **breakdown of costs for managing and maintaining the tennis facilities (including operating the Tennis Pro Shop).** Proposer shall provide **proposed fees, if any, to be paid back to the City of Gainesville.** In addition, the **projected costs to the public** for the following program elements shall be included in the Proposal:

- Private lessons per hour
- Group lessons per person per hour
- Clinics per person per session
- Camps per person per session
- Ball machine per hour
- League participation (per season) per person per division
- Example of tournament fees anticipated

G. Fees/Revenue Payable to the City of Gainesville

While the emphasis of this scope of services is on the delivery of citywide tennis programs and services to our citizens, the proposer should also include in the response their proposed **fess/payments to the City of Gainesville**, if any. Please include the total proposed revenue to be provided to the City, along with detailed information on the type of revenue (flat fees, rental fee, percentage-based fees, etc.) payable to the City, including the frequency of payment of revenue (monthly, quarterly, annually).

A copy of your Business tax receipt and Zoning Compliance Permit -should be submitted with the Statement of Qualifications if a local preference is requested.

S. **TRADE SECRET AND/OR CONFIDENTIAL AND/OR PROPRIETARY INFORMATION**

All proposals (including all documentation and materials attached to proposals or provided in connection with this RFQ) submitted to the City are subject to Florida's public records laws (i.e., Chapter 119, Florida Statutes), which requires disclosure of public records, unless exempt, if a public records request is made. Proposals (including all documentation and materials attached to proposals or provided in connection with this RFP (even if in a separate envelope)) submitted to the City cannot be returned. The City will not consider proposals if the entire proposal is labeled a Trade Secret and/or Confidential and/or Proprietary.

If proposer believes that its proposal contains information that is a trade secret (as defined by Florida law) and/or information that is confidential and/or proprietary and therefore exempt from disclosure then such information must be submitted in a separate envelope and comply with the following requirements. In addition to submitting the information in a separate envelope, proposer must include a general description of the information designated as a trade secret and/or confidential and/or proprietary and provide reference to the Florida statute or other law which exempts such designated information from disclosure in the event a public records request.

The City does not warrant or guarantee that information designated by proposer as a trade secret and/or confidential and/or proprietary is a trade secret and/or confidential and/or proprietary and exempt from disclosure. The City offers no opinion as to whether the reference to the Florida statute or other law by proposer is/are correct and/or accurate. The City will notify proposer if a public records request is received and proposer, at its own expense, will have forty-eight (48) hours after receipt of such notice (email notice is acceptable notice) to file the necessary court documents to obtain a protective order.

Please be aware that the designation of information as a trade secret and/or confidential and/or proprietary may be challenged in court by any person or entity. By designation of information as a trade secret and/or confidential and/or proprietary proposer agrees to defend the City, its employees, agents and elected and appointed officials ("Indemnified Parties") against all claims and actions (whether or not a lawsuit is commenced) related to its designation of information as a trade secret and/or confidential and/or proprietary and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees {including those of the City Attorney's office) incurred by the City by reason of any claim or action arising out of or related to proposer's designation of information as a trade secret and/or confidential and/or proprietary.

Failure to comply with the requirements above shall be deemed as a waiver by proposer to claim that all additional information in its proposal is a trade secret and/or confidential and/or proprietary regardless if such information is labeled trade secret and/or confidential and/or proprietary. Proposer acknowledges and agrees that all information in proposer's proposal (not including information in section S) will be disclosed, without any notice to proposer, if a public records request is made for such information.

Please be advised that proposer's proposal, including the information submitted in a separate envelope in accordance with the requirements set forth in this Section S, will be distributed to the Evaluation Committee members, City staff and City Consultants to allow proposer's entire proposal, including the information submitted in a separate envelope, to be evaluated and considered for award of this Contract. The entire contents of Proposer's proposal, including the information submitted in a separate envelope, may be discussed at meetings that are open to the public, subject to the requirements set forth in Chapter 286, Florida Statutes. In the event a public records request is received the City will notify Proposer and Proposer, at its own expense, will have forty-eight (48) hours after receipt of such notice (e-mail notice is acceptable notice) to file the necessary court documents to obtain a protective order.

SECTION II – EVALUATION CRITERIA AND PROCEDURES

A. SELECTION 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 Small Service Disabled Veterans Business Program 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 Procurement Policies and Procedures.

SECTION III – GENERAL PROVISIONS

A. RIGHTS OF APPEAL

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

B. 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.

C. 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; (4) Bidders located within the State of Florida; and (5) coin toss. In the case where Federal funds are being used, articles 2, 3, and 4 will not apply.

D. 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.

E. PUBLIC ENTITY CRIMES

For your information 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.”

F. SOVEREIGN IMMUNITY

Nothing in the executed contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.

G. 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.

H. LOCAL SMALL AND SERVICE-DISABLED VETERAN BUSINESS PARTICIPATION

It is the policy of the City of Gainesville that all local small and service-disabled veteran businesses as defined in the Local

Small Business Procurement Program Policies and Procedures, have the maximum practical opportunity to participate in contracting opportunities provided by the City. In keeping with this policy, each proposer is asked to state whether it will utilize small and service-disabled veteran that are eligible for assistance to perform work on the project(s) being advertised. For firms not yet certified by the City, a small and service-disabled veteran application may be requested and submitted to the Office of Equal Opportunity. Applications can be downloaded from the Office of Equal Opportunity website at <http://www.cityofgainesville.org/OfficeofEqualOpportunity.aspx>. To be considered as a certified small and/or service-disabled veteran, a proposer must have a current certificate at the time of the solicitation submittal due date. For more information on certified small and service-disabled veteran businesses, please visit the Office of Equal Opportunity's website.

I. 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 A should 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)

J. 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.

K. 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.

L. 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.

M. SUBCONTRACTORS

All successful contractors specific to construction in the amount of \$300 thousand or more to include material suppliers shall be required to provide information of subcontractors in addition to sub and sub subcontractors prior to final payment under the contract

N. FLORIDA PUBLIC RECORDS ACT

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS-DEPARTMENT(ININSERT PROJECT MANAGER NAME), [@cityofgainesville.org](http://cityofgainesville.org), AND (INSERT ADDRESS).

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 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 of nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United State 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

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)

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)

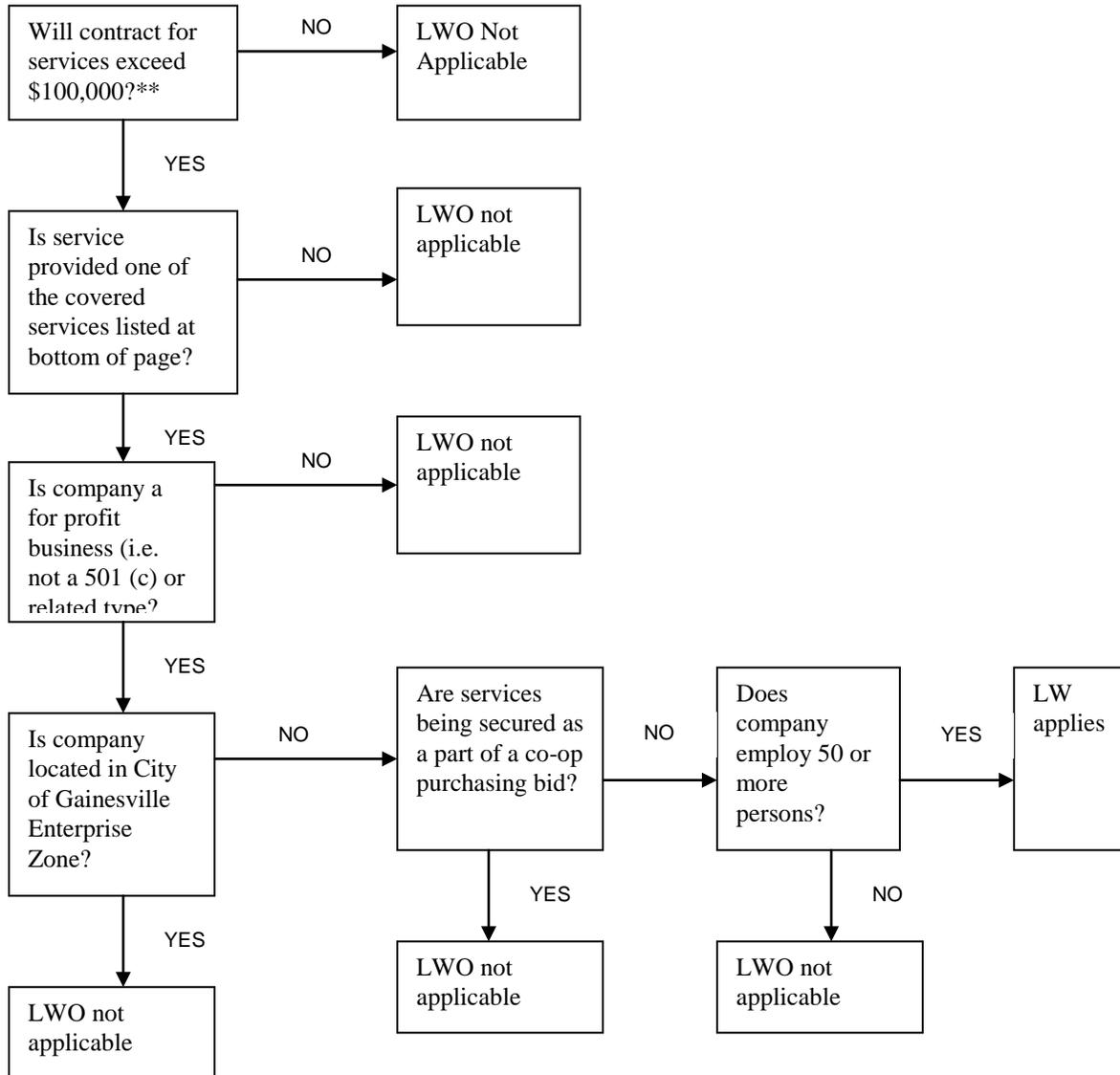
Signature: _____ Date: _____

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 B 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.

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 measures 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 probable 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 inadequate 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 Procurement Division 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 Procurement Division 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 Procurement Division 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 Procurement Division 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 Procurement Division.
 - (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 Procurement Division.
 - (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 of 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 Procurement Division 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 Procurement Division 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 or Suspension.
- When the Procurement Division 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 so requested 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 Procurement Division 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.

PROPOSAL RESPONSE FORM – SIGNATURE PAGE

(submit this form with your proposal)

TO: City of Gainesville, Florida
200 East University Avenue
Gainesville, Florida 32601

PROJECT: City of Gainesville Professional Tennis Contractor

RFQ#: RECX-180044-DM

RFQ DUE DATE: March 14, 2018

Proposer’s Legal Name: _____

Proposer’s Alias/DBA: _____

Proposer’s Address: _____

PROPOSER’S REPRESENTATIVE (to be contacted for additional information on this proposal)

Name: _____ Telephone Number _____

Date: _____ Fax Number _____

Email address _____

ADDENDA

The Proposer hereby acknowledges receipt of Addenda No.’s _____, _____, _____, to these Specifications.

TAXES

The Proposer agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since often the City of Gainesville is exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

LOCAL PREFERENCE (check one)

Local Preference requested: YES NO

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

QUALIFIED LOCAL SMALL AND/OR DISABLED VETERAN BUSINESS STATUS (check one)

Is your business qualified as a Local Small Business in accordance with the City of Gainesville Small Business Procurement Program? (Refer to Definitions) YES NO

Is your business qualified as a Local Service-Disabled Veteran Business in accordance with the City of Gainesville Small and Service-Disabled Veteran Business Procurement Program? (Refer to Definitions) YES NO

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.

SIGNATURE ACKNOWLEDGES THAT: (check one)

- Proposal is in full compliance with the Specifications.
- Proposal is in full compliance with specifications except as specifically stated and attached hereto.

Signature also acknowledges that Proposer has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof shall apply to this RFQ.

ATTEST: _____ Signature By: _____ Title: _____	(CORPORATE SEAL) PROPOSER: _____ Signature By: _____ Title: _____
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**CITY OF GAINESVILLE
GENERAL GOVERNMENT
PROCUREMENT DIVISION SURVEY
BID INFORMATION**

RFQ #: RECX-180044-DM

DUE DATE: March 14, 2018
@ 3:00 p.m., local time

SEALED QUALIFICATIONS ON: Professional Tennis Contractor

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 _____

IMPORTANT!

**Attachment #1
Reference Form**

IMPORTANT!

RFQ City of Gainesville Professional Tennis Contractor

THIS FORM MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL. *BID WILL NOT BE CONSIDERED FOR EVALUATION AND POSSIBLE AWARD WITHOUT COMPLETED FORM.*

BIDDER: _____

Number of years your company has been managing tennis programs and facilities: _____ years

List **four (4)** references of similar work.

- 1) Job Location: _____ Dates: _____
Business Name: _____ Telephone Number: _____
Contact Name: _____ Email: _____

- 2) Job Location: _____ Dates: _____
Business Name: _____ Telephone Number: _____
Contact Name: _____ Email: _____

- 3) Job Location: _____ Dates: _____
Business Name: _____ Telephone Number: _____
Contact Name: _____ Email: _____

- 4) Job Location: _____ Dates: _____
Business Name: _____ Telephone Number: _____
Contact Name: _____ Email: _____