REQUEST FOR PROPOSALS

OPERATIONS AND MANAGEMENT OF A CITY OWNED TENNIS FACILITY

RFP No. 63-16-17

PRE-PROPOSAL CONFERENCE
WEDNESDAY, SEPTEMBER 6, 2017 AT 10:00AM (LOCAL TIME)

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
WEDNESDAY, SEPTEMBER 13, 2017 AT 3:30PM (LOCAL TIME)

SUBMITTAL DEADLINE
FRIDAY, SEPTEMBER 29, 2017 AT 3:30PM (LOCAL TIME)

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FLORIDA 33161-4116

The responsibility for ensuring that a response to this Solicitation is received by the City of North Miami at the Office of the City Clerk on or before the Submittal deadline rests solely with the Respondent. The City of North Miami is not responsible for any delays caused by the United States Post Office, private courier services or any other means of delivery used by the Respondent for submittal of their Proposal.

Copies of this Solicitation document may be obtained by contacting DemandStar by Oniva at www.demandstar.com or by calling toll free 1-800-711-1712 and request Document No. 63-16-17

Contact Person: Phillip Ford, Assistant Purchasing Director
Email: Purchasing@northmiamifl.gov - Telephone: (305) 895-9886
The City of North Miami, Florida, hereinafter referred to as “City”, is hereby soliciting Proposals from qualified and experienced Respondents to provide management services for the City’s tennis programs to include, but not be limited to, site facility maintenance, operations and tennis instruction.

Please submit one (1) original Proposal, five (5) copies of the original Proposal and one (1) digital copy on compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation by no later than the Submittal deadline specified in the Solicitation Timetable below. **All Proposals received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall.** Proposals received after said date and time will not be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. **Please clearly mark Proposals as follows:**

**“IMPORTANT - SOLICITATION ENCLOSED”**  
Operations and Management of City Owned Tennis Facilities  
RFP No. 63-16-17

The Solicitation Timetable is as follows:

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<th>Event</th>
<th>Date</th>
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<td>Advertisement Date:</td>
<td>Thursday, August 24, 2017</td>
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<td>Pre-Proposal Conference:</td>
<td>Wednesday, September 6, 2017</td>
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<td>Last Date for Receipt of Written Questions:</td>
<td>Wednesday, September 13, 2017</td>
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<td>Submittal Deadline:</td>
<td>Friday, September 29, 2017</td>
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<td>Evaluation Committee Interviews:</td>
<td>To Be Determined</td>
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<tr>
<td>City Council / CRA Board Approval Date:</td>
<td>To Be Determined</td>
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**Note:** The City reserves the right to delay or modify scheduled dates and will post notice of any changes on the Purchasing Department website.

Copies of this Solicitation may be obtained by contacting DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 or downloaded from the City’s Purchasing Department website at [http://northmiamifl.gov/departments/Purchasing/current_bids_proposals.aspx](http://northmiamifl.gov/departments/Purchasing/current_bids_proposals.aspx)

**CONE OF SILENCE**

Please be advised that this Solicitation is subject to the City’s Cone of Silence Ordinance as stipulated under Sections 7-192 and Sections 7-193 of the City’s Code of Ordinances prohibiting certain types of communication, as further described in Attachment “A” of this Solicitation, while the Cone of Silence is in effect.

We look forward to your participation in this Solicitation.

Sincerely,

Alberto Destrade  
Purchasing Director
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### Attachment “A” – Cone of Silence Ordinance

All of our contract forms are fillable and can be found on the City’s website at:

[http://northmiamifl.gov/departments/Purchasing/forms.aspx](http://northmiamifl.gov/departments/Purchasing/forms.aspx)

A-1 Public Entity Crimes Affidavit
A-2 Non-Collusive Certificate
A-3 Local Preference Affidavit
A-3(a) Statement of Intent
A-5 Acknowledgement of Addenda
A-6 Disclosure of Subcontractors and Suppliers
A-7 General Insurance Requirements
A-14 References
SECTION 1.0
INSTRUCTIONS TO PROPOSERS / GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

a) “City” means the City of North Miami.

b) “Contract” means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Awarded Respondent.

c) “Contractor” or “Vendor” means the Proposer or Respondent that is selected and awarded a Contract pursuant to this Solicitation.

d) “Proposal” means any and all documents submitted by a Proposer in response to this Solicitation.

e) “Proposer” or “Respondent.” Any and all individuals, companies, joint ventures or other type of business organization submitting a response to this Solicitation.

f) “Scope of Services” means the services to be provided by the selected Respondent under this Contract.

g) “Solicitation” means this Request for Proposal (RFP) document, and all associated addenda and attachments.

h) “Subcontractors” or “Sub-consultant” shall mean any person, Respondent, entity or organization, other than the employees of the Awarded Vendor, who contracts with the Awarded vendor to furnish labor, or labor and material, in connection with the Services to the City, whether directly or indirectly, on behalf of the Awarded vendor.

i) “Work” or “Services” includes all labor, materials, equipment, supervision, expertise, maintenance, repair, and services to be provided by the Awarded Vendor to successfully perform the Services required under this Solicitation, as more specifically detailed under Section 3.0 herein.

1.2 CITY OVERVIEW

The City of North Miami, Florida (with a population of over 61,000 residents) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest City in Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City’s rich history since its incorporation in 1926.

The City currently has over 500 employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and awarded vendors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our goal of identifying the most cost effective and competitive pricing, we strive to remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 INVITATION

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City’s anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The Public Entity Crime Affidavit, (Form “A-1”) attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If
the Public Entity Crime Affidavit is not submitted as part of the Respondent’s Proposal package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

1.5. **PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST**

Any Respondent, or any of its suppliers, Subcontractors vendors, or consultants who shall perform work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event in such termination, shall not incur any liability to the Respondent for any work or materials furnished.

1.6. ** LOBBYING**

All Respondents, their agents and sub-consultants or sub-contractors, are hereby placed on noticed that neither the City Council Members, any Evaluation Committee member, employees of the City or employees of any other sponsoring agency shall be lobbied either individually or collectively regarding this Solicitation. Respondents and their agents, sub-consultants or sub-contractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to this Solicitation. Any Proposal submitted by a Respondent, its agents, sub-consultants or sub-contractors who violate these guidelines will not be considered for review. The Purchasing Department shall be the only point of contact for questions and/or clarifications concerning this Solicitation, the selection process and the negotiation and award procedures.

1.7. **SUSPENSION OF AWARDED VENDORS FOR MATERIAL BREACH OF CITY CONTRACTS**

Pursuant to Sec 7-160 of the City’s Procurement Code, the City may temporarily or permanently suspend an Awarded Vendor from doing business with the City whenever said vendor materially breaches its Contract with the City, upon recommendation by the Purchasing Director. Any Proposal submitted by a Respondent, its sub-contractors, sub-consultants or vendors who are included on the City’s “Suspension List” shall not be considered for review.

In addition, the principals of any Respondent or its sub-contractors, sub-consultants or vendors who are included on the City’s “Suspension List” shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while they remain on said list. In the event of any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any work or material furnished.

1.8. **POINTS OF CONTACT TIMETABLE FOR INQUIRES**

Interested firms may contact the City’s Purchasing Department regarding any general questions. However, questions relating to technical inquiries and/or clarification of specific criteria must be submitted to the Purchasing Department in writing, preferably via e-mail, to the address indicated on the cover page.

Technical questions or inquiries regarding clarification of criteria will not be entertained beyond the cut-off date indicated on the Solicitation Timetable, in order for the City to be able to provide answers to submitted questions on a timely basis. The City shall provide answers in the form of written addenda to be posted on the City’s web site (www.northmiamifl.gov) and DemandStar by Onvia at www.demandstar.com or by calling toll free 1-800-711-1712 and requesting the corresponding document number.
1.9. **ORAL REPRESENTATION**

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

1.10. **ADDENDA**

If any revision to this Solicitation becomes necessary, the City will post written addenda on the City website at [www.northmiamifl.gov](http://www.northmiamifl.gov) and on Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) at least seven (7) calendar days before the date scheduled for opening the responses. However, please be advised that the City may revise the deadline for response submittal at any time prior to the date and time scheduled for opening the responses. It is the responsibility of each Respondent to inquire and confirm whether any addenda has been issued by the City before the Solicitation deadline by either calling or checking the City’s website ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demand Star and by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding document number, prior to submittal of their Proposal. All addenda placed on the Demand Star can be down loaded.

1.11. **CANCELLATION OF THE SOLICITATION**

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

1.12. **PROTEST**

If a potential Respondent protests any provisions of the Request for Proposal documents, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

Any Respondent who perceives itself aggrieved in connection with the recommended award of a contract may file a written protest with the city clerk within five (5) business days after receipt by the bidder or offeror of the city's notice of recommendation for award of contract. A written protest is considered filed when received by the city clerk.

Any Proposer who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City at the time of filing the formal written protest with the City at the time of filing the formal written protest a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed Contract, or one thousand dollars ($1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer’s right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City of North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City’s Clerk’s Office.

1.13. **CONTRACT**

Proposers must understand that neither this Solicitation nor the responses submitted pursuant thereto shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the City determines to be fair, competitive and reasonable.

1.14. **PROPOSAL COST**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submittal or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.

1.15. **TAX EXEMPT STATUS**

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.
1.16. SUBMITTAL AND OPENING OF PROPOSALS

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent’s return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a submittal issued by any City office, receptionist or personnel other than the Clerk’s Office will not constitute “delivery” as required by this Solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.17. ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its response to a third party following submittal of a Proposal to the City.

1.18. WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submittal deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Once Proposals are submitted, they become the property of the City and will not be returned to Respondents even when they are withdrawn from consideration.

Proposals may not be withdrawn or modified once the City has opened them after the Submittal Deadline has passed, except for any request from the City for clarifying information or request for documents during Contract negotiations.

1.19. PUBLIC RECORDS AND EXEMPTIONS

Please be advised that Proposals received by the City become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents must invoke the exemptions to public records disclosure provided by law, if any, by citing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. All Proposals shall be available for public inspection once the City posts notice of an intended decision or thirty (30) days after the opening of Proposals, whichever is earlier.

1.20. REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

a) When such rejection is in the interests of the City;

b) If such Proposal is deemed non-responsive;

c) If the Respondent is deemed non-responsible; or

d) If the Proposal contains any materials irregularities.

Minor irregularities contained in a Proposal may be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21. REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submittal requirements stipulated in this Solicitation. A responsive Proposal is one which complies with the requirements of this Solicitation, includes all of the requisite documentation, is submitted in a timely manner and has the appropriate signature as required on each document. Failure to comply
with any of these requirements may result in a Proposal being deemed non-responsive.

1.22. **PROPOSAL EVALUATION AND COMMITTEE INTERVIEWS**

An Evaluation Committee shall be established in accordance with the City’s Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria outlined under Section 4.0 of this Solicitation. The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest ranked Respondent for award, based solely on their review and evaluation of Proposals, to the City Manager without conducting interviews.

In the event that the Committee chooses to interview one or more of the Respondents, the final ranking shall be based on the Committee’s final evaluation following their interview of the selected firms. The Committee’s result and recommendation for award shall be submitted to the City Manager for review by the Purchasing Department.

1.23. **CITY MANAGER’S REVIEW**

The Purchasing Department shall submit the results and recommendation of the Evaluation Committee to the City Manager for review. Upon receipt, the City Manager may proceed as follows:

a) Approve the Committee’s recommendation and submit to City Council for approval;

b) Reject the Committee’s recommendation and direct the Committee to re-evaluate and make further recommendation; or

c) Reject all Proposals.

1.24 **CITY COUNCIL REVIEW**

Upon receipt of the City Manager’s recommendation, the City Council may:

a) Approve the City Manager’s recommendation and authorize the contract or contract negotiations;

b) Reject all Proposals; or

c) Reject all Proposals and direct staff to re-issue a new Solicitation.

1.25 **CONTRACT AWARD**

The City anticipates the award of one Contract, but reserves the right to award more than one Contract under this Solicitation, if deemed to be in the interest of the City.

Prior to Contract execution, the awarded Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage in a timely manner shall be just cause for termination of the award.

1.26 **NON-RESPONSIVE PROPOSALS**

Proposals deemed to be Non-Responsive by the City shall not be considered for this Solicitation. A Proposal may be deemed Non-Responsive for various reasons including, but not limited to, failure to comply with the requirements of this Solicitation, failure to submit or fully complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submittal of multiple Proposals from the same Respondent and/or its principals, failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General’s List of Ineligible Design-Build for Federally Financed or Assisted Projects.
Proposals will also be rejected if not delivered or received on or before the date and time specified as the submittal deadline.

1.27 **CONE OF SILENCE**

This Solicitation is issued pursuant to Section 7-192 of the City Code, Cone of Silence, which prohibits certain types of communication with City Council members, City staff and evaluation committee members upon issuance of said Solicitation (see Attachment “A”).

Upon the Cone of Silence taking effect, the Purchasing Department shall issue public notice thereof by providing written notice to the affected City departments, the City Clerk’s Office and to each City Council member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Purchasing Department from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Proposer, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

The Cone of Silence ordinance does not apply to communication at a Pre-Proposal conference, presentations before Selection Committees, negotiation meetings, presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council member unless specifically prohibited by the applicable Solicitation documents. A copy of all written communications must be filed with the City Clerk.

1.28 **SUBCONTRACTORS AND SUPPLIERS DISCLOSURE**

This RFP requires that the Respondent must list any and all sub-contractors and/or sub-consultants who will perform any part of the Contract work and all suppliers who will supply equipment and/or products to the Respondent under this Contract. **Failure to comply with this requirement shall render the Proposal non-responsive.** Moreover, the selected Respondent shall not change or substitute sub-contractors, sub-consultants or suppliers from those listed in the Proposal without prior written approval of the City (see Form A-6).

1.29 **BUSINESS ENTITY / RESPONDENT REGISTRATION**

The City of North Miami requires companies and individuals who wish to do business with the City to complete a vendor registration application before doing business with the City. Respondents need not register with the City in order to submit a Proposal; however, the selected Respondent(s) must register prior to award of a Contract. Failure to register may result in withdrawal of recommendation to award. To register, please contact the Purchasing Department at (305) 895-9886 or you may download the vendor registration form at our website at [www.northmiamifl.gov](http://www.northmiamifl.gov).

It is the sole responsibility of the business entity to contact the City and update any changes to their vendor registration profile such as new address, telephone number, commodities, etc. as soon as they occur.

1.30 **EXCEPTION TO THE RFP**

Respondents may take exceptions to any of the terms of this Solicitation unless it specifically states where exceptions may not be taken. If a Respondent takes exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. After completing evaluations, the City may accept or reject the exceptions. When exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no
exception is stated, the City will assume that the Respondent will accept all terms and conditions.

1.31 PROPRIETARY/ CONFIDENTIAL INFORMATION

[See Section 1.19 above]

1.32 LOCAL VENDOR PREFERENCE

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall submit in writing its compliance with any of the following objective criteria (see Form A-3).

A local business shall be defined as:

A business located in the City with a current City business tax receipt issued prior to the City's issuance of the solicitation for supplies or services; or

Has at least ten (10) percent of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services; or

Subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

The Respondent seeking local business preference has the burden to show that it qualifies for the preference, by submitting supporting documentation, to the satisfaction of the City. Failure to do so may result in being considered ineligible for local business preference.

1.33 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws, ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondents are responsible for being familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.34 MODIFICATION OF PROPOSAL

No unsolicited modification to the submitted Proposal will be permitted after the deadline for submittal of Proposals has passed.

1.35 TRUTH IN NEGOTIATION STATEMENT

The selected Respondent must provide a written statement stating that “wage rates and other factual unit cost supporting the compensation are accurate, complete and current” prior to Contract execution.

1.36 LATE SUBMITTALS

The City will not accept Proposals received after opening time and encourages early submittal.

1.37 ATTORNEYS’ FEES

In the event of any dispute arising under or related to this Solicitation and/or the Contract issued pursuant thereto, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Contract, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.38 CONFLICTS OF INTEREST

The City’s Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with awarded vendors or Respondents providing professional services on Work assigned to the selected

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Respondent. All Respondents are hereby placed on notice that if awarded a Contract pursuant to this Solicitation, no person having such conflicting interest shall be employed by the Respondent.

1.39 CONSTRUCTION SERVICES

Not Applicable.

1.44 THE CITY OPTIONS

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

Further, the City may, accept parts of any and all responses and further negotiate project scope and fees.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

END OF SECTION
SECTION 2.0
BACKGROUND AND SPECIAL CONDITIONS

2.1 INTRODUCTION

The City’s Park and Recreation Department (hereinafter “Department”) is seeking proposals from experienced and qualified firms or individuals (hereinafter “Respondent” or “Proposer”) to provide turn-key operations and management of a City-owned tennis facility (except as otherwise noted herein), in accordance with the terms, conditions and Scope of Services contained in this Request for Proposal (RFP).

The successful Proposer shall formulate, implement, manage, and control a complete and full service municipal tennis program for persons of all ages and skill levels. The City’s primary goal is to secure a Respondent with the requisite experience and expertise to operate a first class public tennis facility with reasonable rates, and limited assistance from the City.

2.2 BACKGROUND

The City owns two (2) tennis facilities; however, only the Penny Sugarman Tennis Center at Sans Souci is being made available for the services herein. The facility is located as follows:

Penny Sugarman Tennis Center at Sans Souci
1795 Sans Souci Boulevard
North Miami, Florida 33181
13 lighted courts

2.3 NON-MANDATORY PRE-BID MEETING & FACILITY WALK THROUGH

The City of North Miami staff will conduct a non-mandatory pre-bid conference and facility walk through on the date and time specified below for those firms interested in having a first-hand look at the facility. Please note that attendance is non-mandatory for all interested firms, however, attendance will provide firms with an opportunity to better evaluate the facility and assess its program capacity.

The conference will begin at 10:00 a.m. on September 6, 2017 and will be held at the Penny Sugarman Tennis Center at Sans Souci, 1795 Sans Souci Boulevard, North Miami, Florida 33181.

Attendees are requested to bring this solicitation document to the conference, as additional copies will not be available.
Please be advised this will be the only opportunity that firms will have to be escorted through the facility by staff.

2.4  **TERM OF CONTRACT**

The initial term of this Agreement shall be for three (3) years commencing on the date stipulated on the executed Contract, which will specify the date on which the Contractor shall commence providing operations and management services. The City, at its sole discretion, reserves the right to extend this Contract for up to one hundred-eighty (180) day beyond the current Contract period to ensure continuity of services.

2.5  **OPTION TO RENEW**

Prior to, or upon completion, of the initial contract term, the City Manager or his designee, reserves the option to renew this Contract for two (2) additional one (1) year periods, at terms and conditions that are mutually acceptable. At a minimum, each renewal of this Contract is contingent upon continued satisfactory performance by the Successful Proposer in accordance with the Scope of Services stated herein.

2.6  **METHOD OF AWARD**

See Section 4 for method of evaluation and award.

2.7  **MINIMUM REQUIREMENTS**

To be considered for award of this Solicitation, the Respondent must demonstrate that the firm has sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be deemed as “NON-RESPONSIVE”.

Those qualifications are as follows:

- Be registered to conduct business in the State of Florida. Proposers shall submit a copy of their active State of Florida, Division of Corporations records.

- The Proposer must include as part of their organization a certified member of the United States Professional Tennis Association (USPTA) and has one of three (3) levels of certified membership: Professional, Elite Professional and Master Professional.

  OR

- A certified member of the United States Tennis Association (USTA), and must be certified as a Professional 1 or Master Professional

  OR

- United States Professional Tennis Registry (USPTR) member.
The Proposer must have a minimum of 3 years of experience operating and/or managing a tennis facility that includes management and operation of a Tennis Pro Shop.

Respondent must provide at least two (2) references of clients to which it has provided tennis facility operations/management within the last ten (10) years. If available, such references should be representative of Florida public agencies. Please include a fully completed Form A-14 for those tennis facilities to be verified as references.

**Note:** Please be advised that it is the sole responsibility of each Respondent to provide accurate and up to date information regarding references. In the event that the City is unable to either verify the project information submitted or if the information is incorrect, the Respondent may be deemed NON-RESPONSIVE.

### 2.8 JESSICA LUNS福德 ACT

In accordance with the requirements of Sections 435.04 and 435.05, Florida Statutes (2015) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, as amended, and to the extent required by applicable law, the Respondent agrees that all of its employees who provide or may provide Services under this Agreement have completed all background screening requirements as outlined in the above-referenced statutes. Respondent agrees to bear any and all costs associated with acquiring the required background screenings. Respondent agrees that it has an ongoing duty to maintain and update this list as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. The Respondent further agrees to notify the City immediately upon becoming aware that one of its employees, who was previously certified as completing the background check and meeting the statutory standards, is subsequently arrested or convicted of any disqualifying offense.

The Respondent further covenants that any of its employees who provide or may provide Services under this Agreement, must also satisfy the requirements and conditions of the Lauren Book Child Safety Ordinance under Article XVII, Miami-Dade County Code of Ordinances, as amended, including background screening requirements.

The Respondent further covenants that any of its employees who provide or may provide Services under this Agreement, must also satisfy the requirements and conditions of the Lauren Book Child Safety Ordinance under Article XVII, Miami-Dade County Code of Ordinances, as amended, including background screening requirements.

### 2.9 INSURANCE AND INDEMNIFICATION

**Respondents must submit with their responses,** proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

#### 2.9.1 COMMERCIAL GENERAL LIABILITY

**$1 Million per occurrence and $5,000,000 aggregate** coverage should be written on an occurrence form and include: Products/Completed Operations; personal and advertising injury, medical payments and Legal Liability to Participants. The policy shall be endorsed to include coverage for Sexual Abuse, Molestation or Harassment.
2.9.2 **Commercial Automobile Liability**
With minimum limit of $1 Million, covering any auto including non-owned, hired or leased.

2.9.3 **Professional Liability**
With a minimum limit of $1 Million.

2.9.4 **Worker’s Compensation**
As required by the State of Florida with statutory limits, and Employer’s Liability with a minimum limit of $1,000,000 per accident for bodily injury or disease.

Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as “additional insured”. Insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of B+ rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). Insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City’s Risk Management prior to signing of Contract. Contractor may produce any insurance under a “blanket” or “umbrella” insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other agreements undertaken by Contractor.

The Contractor must submit, prior to signing of Contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract.

Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may issue thereon.

Contractor expressly understands and agrees that any insurance protection required herein or otherwise provided by Contractor shall in no way limit the responsibility to
indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The Contractor must submit, no later than seven (7) days after notice of award and prior to Execution of Contract, a Certificate of Insurance naming the City of North Miami as additional insured.

2.10 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR

Unless otherwise provided in this Solicitation the Respondent shall furnish the labor, materials, and coordination of services for satisfactory Contract performance.

2.11 COUNCIL MEETING

The selected Respondent (Vendor) must be available to attend City Council meetings when required. Contractor must be prepared to answer any questions and/or provide a presentation (using presentation boards, PowerPoint or handouts) if requested by Council and/or authorized City representatives.

2.12 CONTACT INFORMATION

For any additional information concerning procedures for responding to this Solicitation, contact the Purchasing Department, at (305) 895-9886 or via email at purchasing@northmiamifl.gov. Such Contact is to be for clarification purposes only. Any questions or requests for clarifications pertaining to the specifications or Scope of Services of this Request for Proposals must be submitted in writing by email. The Solicitation number and Solicitation title must be included on all correspondence. All responses to questions or clarifications will be addressed by written addendum to the Solicitation. No questions will be received verbally or after the deadline indicated in the Solicitation Timetable.

2.13 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS:

The City Manager reserves the right to reject any and all Proposals, and to waive minor irregularities in the procedure.

2.14 EXECUTION OF CONTRACT

The execution of a Contract is required to be executed between the City and selected Vendor following the selection and approval of same by the Mayor and City Council, at a duly noticed public meeting.

END OF SECTION
SECTION 3.0
SCOPE OF SERVICES

3.1 INTENT

The Successful Proposer (herein after “Operator”) shall operate, manage, and maintain the City’s tennis facility located at the Penny Sugarman Tennis Center at Sans Souci. This shall include, but not be limited to, tennis facility services, scheduling and management of the pro shop, concession operations, tennis lessons / instructions, public play, tournament play, marketing, and provide a combination of private and public uses subject to the approval of the City’s Recreation and Parks Director.

Any programs proposed to the City shall incorporate non-resident and resident use of tennis courts, and other pertinent services, including senior citizens and school team use of courts.

3.2 HOURS OF OPERATION

The tennis courts shall be open Monday through Saturday from 8:00 a.m. to 9:00 p.m. and on Sunday from 8:00 a.m. to sunset. The City's Parks and Recreation Department reserves the right to require that the site and its entire amenities be open for special events and programs.

3.3 SERVICES TO BE PROVIDED

The Operator shall furnish good, prompt and efficient service, adequate to meet all reasonable demands. Minimum service levels shall be:

A. Tennis Lessons
   The Operator shall offer tennis lessons. The Operator shall promote and teach said lessons to individuals or by group of individuals.

B. Summer/Winter/Spring Tennis Programs/Camps
   The Operator shall establish, manage and promote a Summer/Winter/Spring tennis programs and/or camps to offer youth oriented programs geared towards introducing kids to the basics of tennis.

C. Junior Tennis Team
   The Operator shall establish and promote a Junior Tennis Team designed for children ages seven (7) through eighteen (18) which will play in a league with other tennis centers.

D. League Play/Tournaments
   The Operator shall accommodate existing league play and tournaments at the tennis facilities. Examples of the types of leagues include but are limited to; men teams, women teams, mixed, doubles, junior, teen, etc. One or more of which may exist at different levels of skill or ability.

E. Racquet Stringing
   The Operator shall provide tennis racquet stringing and repair services.

F. Pro Shop Services
   The Operator shall operate, manage and supervise a tennis pro shop that may include, but not limited to maintaining, selling and renting of tennis related products. The tennis pro shop may be subleased to a third party with the pre-approval of the City.
G. General
The Operator's basic service obligations shall include but not be limited to the usual and customary responsibilities outlined below:
   I. Enforce all rules and regulations of the Department
   II. Regulation of play and conduct of players
   III. Administration of facility property, preserving order and providing for security of facilities and preventing damages to facilities by players and others
   IV. Regular inspection of facilities
   V. Routine maintenance of tennis courts, with regular cleaning and sweeping of the same
   VI. Operate and manage the tennis courts, pro shop services, and other pertinent areas in a manner that will provide quality service for public use and enhance revenue flow to the City
   VII. Development of outreach, promotional and advertising efforts subject to City approval.

3.4 OPERATION AND QUALITY OF SERVICES

A. The Operator shall provide an operation that is safe, customer oriented with prompt service, complaint resolution, effective employee performance and training and timely initiation and completion of all work.

B. The Operator shall establish, provide and promote tennis services to persons of all ability levels in accordance with the American with Disabilities Act (ADA) requirements.

C. The Operator and its staff shall be distinctively uniformed so as to be distinguishable as the Operator’s staff and not an employee of the City.

D. The Operator shall take good care of the facilities, and shall use the same in a careful manner and shall, at its own cost and expense, repair City property or facilities damaged by the Operator’s operations.

E. The Operator shall keep the facilities and tennis courts clear of trash, debris and vermin.

F. The Operator shall maintain a listing or log of the use of all tennis courts. At a minimum, the log should contain reservations made and used including the number of players and date and time of use.

3.5 SAFETY AND SECURITY

A. The Operator shall be diligent in ensuring the safety of all patrons during their visit at the facilities.

B. The Operator shall be familiar with and adhere to all rules and regulations of the Department concerning the City’s tennis facilities.
C. The Operator shall provide the Department with its emergency and hurricane evacuation plan, to include how the Operator will secure the equipment and tennis facilities in the event of an emergency or hurricane.

3.6 **EQUIPMENT AND FURNISHINGS**

The Operator shall provide all necessary equipment and furnishings related to successfully operate the tennis facility.

3.7 **EVALUATION OF OPERATIONS**

A. The City’s Recreation and Parks Director or Designee shall, on a frequent basis or as necessary, inspect the facility for purposes of ensuring Operator’s compliance with the agreed upon Scope of Services. In conducting such inspection and evaluation, the City representative shall promptly thereafter provide Operator a copy of a written statement regarding any noncompliance or performance issues. The City shall act reasonably and in good faith in making the determination of whether the Contractor has met the standards identified in the Scope of Services for the applicable areas being evaluated.

B. The City’s Recreation and Parks Director or Designee’s notice of noncompliance or performance issues, shall upon Operator’s receipt, constitute a Notice of Deficiency with respect to the deficient service(s).

C. Within one (1) week after receipt of the Notice of Deficiency, the City and the Operator shall meet to review the deficiency item(s), including the corrective action plan the Operator intends to implement to correct the noncompliance service. The proposed corrective action plan and the time schedule to implement said plan, shall be approved by the Recreation and Parks Director or Designee.

3.8 **OPERATOR’S EMPLOYEE(S)**

A. The Operator shall employ qualified personnel skilled in the teaching of tennis and/or otherwise to work in the clubhouse or to provide maintenance services. All tennis-teaching assistants must have appropriate certifications in accordance with the level of teaching instruction they are providing and their levels of expertise shall not be misrepresented.

B. All employees and sub-contractors must pass a pre-employment background screening similar to that required of City employees.

C. Operator’s personnel shall conduct all work operations while dealing with the public in a courteous manner.

D. Operator’s employees with maintenance responsibilities shall be trained in the proper method of cleaning, handling and operation of maintenance equipment and supplies.

E. Operator’s employees and sub-contractors providing services under this Agreement shall wear clothing appropriate for a professional, high quality tennis facility. No t-shirts, flip-flops or ill-fitting clothes are permitted. Tennis attire is preferred for teaching/coaching professionals and collared shirts for clubhouse personnel. The logo, seal, or name of the City shall not be used without permission of the City.
F. The Operator shall maintain a sufficient number of personnel at all times to accomplish all work under this Agreement.

G. Each craft or type of worker employed by Operator or subcontractor engaged in the work under this Agreement shall be compensated not less than the wage rate as required by law. Operator shall comply with all applicable labor and employment laws and shall indemnify and hold the City harmless from any and all claims, demands, losses or damages made as a result, whether direct or indirect, of Operator’s employment of personnel pursuant to this Agreement, whether as an employee, or as an independent contractor.

H. Contractor shall pay the salary and commissions to employees in a timely manner and shall make all appropriate payroll deductions, if any, imposed by law.

3.9 CITY’S RESPONSIBILITIES

The City shall pay for local telephone, electricity, utilities, water, solid waste disposal and sewer service. Additionally, the City will be responsible for any major repairs required at the Facility.

3.10 RENT

The Operator shall pay to the City, a Guaranteed Annual Rent and Participation Rent. The payments shall be provided as follows:

A. Guaranteed Annual Rent
   From the date of the issuance of the Notice to Proceed through the termination date of the Operations and Management Agreement, the Operator shall pay the City a Guaranteed Annual Rent (GAR) as described below.

B. Participation Rent
   In addition to the GAR, Participation Rent (PR) shall be paid to the City. Participation Rent shall be a percentage of Gross Revenue generated and/or derived and received, directly or indirectly as a result of the Operator’s operations and management of the tennis facility. The Operator shall pay the City PR as described below.

3.11 PAYMENT TO THE CITY

The GAR shall be paid on an annual basis, either in one (1) lump sum, which is due no later than thirty (30) days after issuance of the Notice to Proceed, and then annually on the anniversary of the Operations and Management Agreement, or alternatively, paid in twelve (12) equal installments. If the Operator selects to pay GAR in twelve (12) equal installments, GAR shall be paid no later than the 5th day of each month. If the 5th day falls on a City observed holiday or weekend, GAR shall be due no later than the 6th day of the month.

For the first year of the Agreement, PR shall be paid at the conclusion of the sixth month anniversary of the issuance of the Notice to Proceed, shall include the agreed to percentage of Gross Revenue generated during the initial six months of the Operations and Management Agreement and shall be due no later than the 5th day of the following month. Thereafter, PR
shall be paid no later than the 5th day of each month. If the 5th day falls on a City observed holiday or weekend, PR shall be due no later than the 6th day of the month.

3.12 REVENUE REPORTING

Operator shall prepare and submit to the City a statement of Gross Revenue earned from its operations and management of the facility for each year of the Agreement. The statements shall be in compliance with Generally Accepted Accounting Principles and with the provisions of the Operations and Management Agreement and certified as being accurate by a reputable, independent certified public accountant selected by the Operator. The statements shall be due to the City no later than sixty (60) days after the end of each Contract year.

3.13 CITY’S RIGHT TO AUDIT BOOKS AND RECORDS OF OPERATOR FOR PARTICIPATION RENT

The City shall have the right, at any time during this Agreement, and for two (2) years thereafter, to review or otherwise audit the books and records of the Operator, at the offices of the City or Operator, to ascertain the validity of the Participation Rent Payments made by the Operator. In performing such audit, the City shall have the right to utilize its own staff, and/or a licensed certified public accountant, and should it be determined by the results of the audit that the Operator underpaid Participation Rent by more than two (2%) percent, then not only shall the Operator be required to immediately (within thirty (30) days) deliver such amount to the City, with interest, at the greatest amount permitted by law, the Operator shall also be liable to the City for the full cost and expenses associated with such audit, along with a penalty of fifteen (15%) percent of the unpaid amount.

3.14 LATE PAYMENT – PENALTIES AND INTEREST

Should the Operator fail to pay any of the aforementioned rents (Guaranteed Annual Rent, Participation Rent), on time, as described above, the Operator shall then be assessed a penalty in the amount of twenty-five dollars ($25) per day that such rent payment is late, or ten (10%) percent of the amount owed, whichever is greater, per day, and shall continue while the delinquent amount remains unpaid. The interest and the penalty amounts are cumulative and shall be compounded daily.
SECTION 4.0
EVALUATION / SELECTION PROCESS

4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if it is responsive to the submittal requirements outlined in this Solicitation. A responsive Proposal is one which complies with the requirements of this Solicitation, includes all of the necessary documentation, is submitted in the format outlined in this Solicitation, is submitted in a timely manner and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

This Contract will be awarded to the Respondent which provides the best value and is in the best interest of the City in accordance with City’s Procurement Code.

4.2 EVALUATION PROCESS

The City shall appoint an Evaluation Committee to review and evaluate the qualifications, prior experience, proposed products, video management solutions, and price proposal of each Respondent.

Respondents who have met the responsiveness and responsibility conditions will be evaluated by the Committee in accordance with the criteria detailed under this Section. Evaluation Committee members will independently score the Proposals based on the merit of each Proposal, as determined by the Evaluation Committee members, to meet the requirements stated in this Solicitation. The total number of points scored by each Evaluation Committee member will be based on the maximum points available for each of the factors detailed under Section 4.3.

4.3 EVALUATION OF PROPOSALS

Criteria will be scored on a scale of “0” to “100” per evaluator with the maximum number of points available for each criterion as noted in this section. The maximum number of points to be scored under this process is 100 points per Evaluation Committee member. Scoring is based on a point total per evaluator and not a percentage. The final ranking will be based on the sum total of the Committee’s score for each Respondent, adjusted by the Local Business Preference factor, if any.

EVALUATION CRITERIA

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<td><strong>TOTAL</strong></td>
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4.4  **COMMITTEE INTERVIEWS**
Respondents may be invited to make a presentation as a part of the evaluation process for this Solicitation. The Committee will schedule interviews only with selected Respondents. Notice of assigned presentation times will be communicated in advance to the Respondent but may be given short notice of appearance. The presentation may clarify but may not modify the content of the Respondent’s proposal. Verbal communications between the presenter(s) and evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from Evaluation Committee. These exchanges shall not be misconstrued as a “negotiation” of terms by either party. The City/Agency will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc).

4.5  **NEGOTIATIONS**
The City may award a Contract to the highest ranked firm based solely on their initial Proposal. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

 Nonetheless, if the City proceeds to negotiate a Contract with the highest ranked firm and is unable to reach an agreement, the City reserves the right to terminate negotiations and may begin negotiations with the next ranked responsible and responsive Proposer. This process may continue until a contract acceptable to the City Manager has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any firm selected for negotiations may be required to provide the City with the following information:

a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer’s preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of services to be rendered herein, in which the Proposer, any of its employees or Subcontractors is or has been involved within the last three years.

END OF SECTION
SECTION 5.0
PROPOSAL FORMAT

5.1 INSTRUCTIONS TO RESPONDENTS

Respondents should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2” X 11” pages, neatly typed and double sided on recycled paper, with normal margins and spacing. All documents and information must be fully completed and signed as required. The original document package must be marked “ORIGINAL”. The document package copies should be individually bound. CD’s must be provided on a CD or DVD (Adobe or Word format). Proposals which do not include the required documents may be deemed non-responsive and may not be considered for award.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

Responses should be prepared in a clear and concise manner, addressing the requirements according to the instructions provided in this Solicitation.

Each proposal must be submitted as follows:
• One (1) original (must be clearly identified as “ORIGINAL”).
• Five (5) duplicate copies.
• One (1) CD’s or DVD’s (must be clearly labeled with Company Name, Bid No., Title & Professional Category) or Thumbprint Drive.

Proposals shall be submitted in sufficient detail to permit the City/Agency to conduct a meaningful evaluation of the proposed services. The proposal must include the following information:

A “tab” should be provided for each section as follows:

1. Cover Page
   The title page should include the name of the respondent’s company/corporation, address, telephone number, facsimile number, e-mail address, name of person which will handle City/Agency’s account, date, and the subject and signature page. (See Section 6.0)

2. Table of Contents
   The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents.

3. Business Structure
   Corporations, Joint Ventures, or Partnerships - Submit copy of State of Florida Department of corporate information (if applicable) indicating when corporation was organized, corporation number, and date and status of most recent annual report. Provide copies of current City / County / State Occupational License(s) where applicable.

4. Qualification of the Firm – 25 Points
   Provide an overview of the proposer’s organization, size and experience; major clients; areas of expertise; approximate number of staff assigned to the project; unique qualifications of the proposer; and other matters that the proposer feels would assist the City in the evaluation of this criterion.
• Provide company description; include number of years in business, size, specialties, etc.
• State whether your organization is national, regional or local as well as the location of the office from which your work is performed.
• Resources available to perform the services required under this contract.
• Provide a list of best practices your company utilizes when operating a tennis facility.
• Describe the firm’s resources available to perform the work for the duration of the project and other on-going projects.
• Provide the name, title, brief description of duties, and years of experience and availability for the staff that will be assigned to this contract and their pertinent experience.
• Sub-Consultants: Provide the name and address of any sub-consultant that may perform work under this contract and what services they may provide. Include information about their experience and the name, title and brief description of duties and years of experience for each staff member that will be assigned this project.

5. Proposed Approached to Operations and Management of Tennis Facility – 25 Points
Information under this section should include, but not be limited to, your understanding of the City’s requirements, and a proposed approach to operating and managing the tennis facility. At a minimum, include the following areas:

• Include services and programs proposed, including instruction/lessons, tournaments, league play, junior tennis, school age programs.
• Number of hours and participants planned for each program or service.
• Approach to scheduling. Proposed hours of operation, including holidays.
• Staffing plan including involvement of principal(s) and/or owner(s) in operations and management.
• Process of requiring all employees and sub-contractors must pass a pre-employment background screening similar to that required of City employees.
• Names, qualifications, and certifications of operator’s current teaching and management staff.
• Safety plan covering the various types of programs and activities included in the proposal.
• Concessions plan including food service, pro shop services, and merchandising plan including model inventory summary.
• Maintenance plan for the center including courts, building, and support facilities. Including the plan for the frequency and description of custodial and basic maintenance of the buildings and courts at the Tennis Center.
• Provide plans for ensuring the facility is maintained and operated at a high level of standards and the staff is providing the highest level of customer services.
• Provide plans to develop marketing and business strategies to attract more members and users, increase sales, increase events, etc.
• Customer service plan, plan for establishing and maintaining positive relationships with tennis and community groups including current members and the United States Tennis Association.
• Proposed reservation/point of sale system and related equipment.
• Proposed revenue handling procedures and policies.
• Provide an approach for transitioning the current operations, maintenance, and management program and responsibilities to demonstrate a well thought out plan that is designed to achieve performance requirements and expectations of this RFP; a successful transition of existing operations with no disruption of the high quality service and performance guarantees requested by the City. Provide a summary of the key
components of the Proposer’s envisioned transition plan, an indication of the key elements of the anticipated City staff involvement, along with indication of the timelines. While the City recognizes that many of the details are not practical to finalize at this time, the Proposer shall provide an outline of the activities, timeline and proposed approach for the transition.

6. **Financial Strength and Stability**
The Proposer must provide documentation of its financial strength and stability. The Proposer shall provide documentation that it can financially support the services covered in this RFP and be able to afford losses that may arise from inaccurate estimates of revenue, expenses, fines, and resource requirements necessary to comply with the performance standards identified in this RFP.

- Financial Statements: Provide year-end financial statements for the last three years that support the organization’s financial ability to perform the services included in this RFP and the Proposal.

- Financial Commitments: Provide a list of commitments, and potential commitments, which may impact assets, lines of credit, and guarantor letters or otherwise affect the proposer’s ability to perform the Contract.

- Working Capital: The Proposer shall describe its working capital sources and quantify the amount it expects to need for the initial operation of this project. Include the source of this capital and if any part of it will be borrowed, include verification from a financial institution that your organization is approved or prequalified to borrow sufficient funds.

7. **Proposed Participation Rent**
Provide a business plan with financial projections and pro forma to include but not be limited to:

- Methodology for determining fees, proposed fee schedule for court usage and instructional programs as well as general pricing strategy for food/beverage and merchandise sales.
- Anticipated income from all revenue sources.
- Proposed rent structure/revenue sharing plan.
- Proposed Resident Discount.

8. **References -10 Points**
Respondent must provide at least two (2) references of clients to which it has provided tennis facility operations/management within the last ten (10) years. If available, such references should be representative of Florida public agencies. Please include a fully completed Form A-14 for those tennis facilities to be verified as references.

9. **Local Business Preference**
The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the
Respondent shall submit in writing its compliance with any of the following objective criteria (see Form A-3).

A local business shall be defined as:

a) A business located in the City with a current City business tax receipt issued prior to the City's issuance of the Solicitation for supplies or services; or

b) Has at least ten (10) percent of its total workforce residing in the City prior to the City's issuance of the Solicitation for supplies or services; and/or

c) Subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

The Respondent seeking local business reference has the burden to show that it qualifies for the preference, by submitting supporting documentation, to the satisfaction of the City. Failure to do so may result in being considered ineligible for local business preference.

END OF SECTION
SECTION 6.0
COVER PAGE & CONTACT INFORMATION
**COVER PAGE & CONTACT INFORMATION**

This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by an authorized officer and/or principal of the Respondent. The “Contact Person” listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

<table>
<thead>
<tr>
<th>Legal Name of Proposer(s):</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Federal Employee Identification (FEIN) Number:</td>
<td></td>
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<tr>
<td>Mailing Address:</td>
<td></td>
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<tr>
<td>City, State, Zip Code:</td>
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<tr>
<td>Contact Person:</td>
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<td>Title:</td>
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<td>Email Address:</td>
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<td>Telephone Number:</td>
<td></td>
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<tr>
<td>Fax Number:</td>
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</tbody>
</table>
I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.

By submitting a Proposal, the Respondent certifies that it has fully read and understands this Solicitation and that it has full knowledge of the scope, nature, and quality of Work to be performed.

The Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Moreover, the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.

Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements outlined herein.

Name of Company: __________________________________________________________

Authorized Signature: _______________________________________________________

Title of Officer: ___________________________________________________________
SECTION 7.0
RENT PROPOSAL FORM
1. **GUARANTEED ANNUAL RENT**

The Respondent shall pay to the City, a Guaranteed Annual Rent, effective from the date of issuance of the Notice to Proceed through the termination date of the Operations and Management Agreement, either in one (1) lump sum, which is due no later than thirty (30) days after issuance of the Notice to Proceed, and then annually on the anniversary of the Operations and Management Agreement, or alternatively, paid in twelve (12) equal installments.

$ ____________________________
(Dollar Amount)

______________________________________________________________
(Written Amount)

Payable in ________________________________
(write in option: one (1) lump sum payment or twelve (12) equal installments)

2. **PARTICIPATION RENT**

In addition to the Guaranteed Annual Rent, Respondent shall pay the City, a percentage of Gross Revenue generated and/or derived and received, directly or indirectly as a result of the Respondent’s operations and management of the tennis facility. The Respondent shall pay Participation Rent in accordance with Section 3.11.

% ________________________________
(Percentage Amount)

______________________________________________________________
(Written Amount)

1. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.

2. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Authorized Company Representative (Print Name) __________________________ Date ________________

Signature __________________________ Title __________________________
NARRATIVE DESCRIPTION
PROPOSAL SUBMITTAL CHECKLIST

This checklist is provided for the Proposer’s convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist is not a comprehensive list of all documents to be submitted as part of the Respondent’s proposal and may not necessarily include all of the requirements listed throughout this Solicitation.

Company Name: __________________________________________________________

Each item listed below should immediately follow this checklist, in said order:

<table>
<thead>
<tr>
<th>Tab/Page No.</th>
<th>Section One: Forms</th>
<th>OFFICE USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Appendix A: Cover Page/Information Sheet/Signature Page</td>
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<td></td>
<td>Appendix B: Submittal Checklist</td>
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</table>

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<tr>
<th>Tab/Page No.</th>
<th>Section Two: Narrative Description</th>
<th>OFFICE USE ONLY</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Proposal Letter</td>
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<tr>
<td></td>
<td>State of Florida active Sunbiz report <em>(if applicable)</em></td>
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<td></td>
<td>Current Registration and/or Certification</td>
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</table>

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<tr>
<th>Tab/Page No.</th>
<th>Section Three: City Contract Forms</th>
<th>OFFICE USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A-1 Public Entity Crimes Affidavit</td>
<td></td>
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<td></td>
<td>A-2 Non-Collusive Proposal Certificate</td>
<td></td>
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<td></td>
<td>A-3 Local Preference Affidavit <em>(if applicable)</em></td>
<td></td>
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<td>A-3(a) Subcontractor Local Preference</td>
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<td>A-5 Acknowledgement of Addenda</td>
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<td></td>
<td>A-6 Disclosure of Sub-contractors &amp; Suppliers <em>(if applicable)</em></td>
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<td></td>
<td>A-7 Insurance Requirements</td>
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<td></td>
<td>A-14 References</td>
<td></td>
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</tbody>
</table>

All of the City Contract Forms can now be found on our website. These forms are fill-in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.

http://www.northmiamifl.gov/departments/purchasing/forms.aspx

FOR PURCHASING OFFICE USE ONLY

[] Complete  [] Incomplete  [] Other: ________________________________
Attachment “A”
Cone of Silence Ordinance
Sec. 7-192. Cone of Silence.
(a) **Purpose and intent.** The requirements of section 2-11.1, Cone of Silence Ordinances of the Code of Miami-Dade County, Florida, as amended, shall be applicable to the city. It is the intent of this code to prevent potential bidders, offerors or service providers from communicating with city department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed.

(b) **Cone of silence** is defined to mean a PROHIBITION on:

1. **Any communication** regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the city's professional staff including, but not limited to, the city manager and his or her staff;

2. **Any communication** regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the city's professional staff including, but not limited to, the city manager and his or her staff;

3. **Any communication** regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and any member of the selection committee or evaluation committee;

4. **Any communication** regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the selection committee or evaluation committee; and

5. **Any communication** regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the mayor, City Council and their respective staffs.

(c) The city manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the city manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager.

(d) Notwithstanding the foregoing, the cone of silence shall not apply to:

1. Competitive processes for the award of CDBG, HOME, and SHIP funds and community-based organization (CBO) competitive grant processes, administered by the city;

2. Communications with the city attorney and his or her staff;
(3) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the city manager makes a written recommendation;

(4) Emergency procurements of goods or services pursuant to section 7-144;

(5) Communications regarding a particular RFP, RFQ or IFB between any person and the director of the purchasing department or designee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and

Sec. 7-193. Procedure.

(a) A cone of silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such notice with the city clerk, with a copy thereof to each city council member, and shall include in any public solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or IFB shall not preclude procurement staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

(b) The cone of silence shall terminate at the time the city manager makes his or her written recommendation of award; provided, however, that if the city manager refers the recommendation back to the director of the purchasing department for further review, the cone of silence shall be re-imposed until such time as the city manager makes a subsequent written recommendation of award. If the city manager rejects all bids or proposals submitted in response to an RFP or IFB and concurrently requests the re-issuance of an RFP or IFB, the rejected bids or proposals shall remain under the cone of silence until such time the city manager issues a written recommendation of award or until the city manager withdraws the re-issued RFP or IFB.

(c) Exceptions. The provisions of this code shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees or evaluation committees, contract negotiations during any duly noticed public meeting, public presentations made to the city council during any duly noticed public meeting or communications in writing at any time with any city employee, official or member of the city council unless specifically prohibited by the applicable RFP, RFQ or IFB documents. The offeror or bidder shall file a copy of any written communication with the city clerk. The cone of silence shall not apply to small purchases or emergency purchases, pursuant to this code.