

REQUEST FOR PROPOSALS (RFP)

Professional Tennis Management and Operations Services at the City's Flamingo Park Tennis Center

2019-046-WG

RFP ISSUANCE DATE: DECEMBER 12, 2018

PROPOSALS DUE: JANUARY 21, 2019 @ 3:00 PM

ISSUED BY:

MIAMIBEACH

William Garviso, Procurement Contracting Officer II

PROCUREMENT DEPARTMENT

1755 Meridian Avenue, 3rd Floor, Miami Beach, FL 33139

305.673.7000 x 6650 | WilliamGarviso@miamibeachfl.gov | www.miamibeachfl.gov

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SECTION 0200 INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

1. GENERAL. This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the “City”), as the means for prospective Proposers to submit their qualifications, proposed scopes of work and cost proposals (the “proposal”) to the City for the City’s consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Proposer(s) (the “contractor[s]”) if this RFP results in an award.

The City utilizes **PublicPurchase** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective Proposer who has received this RFP by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure it receives any addendum issued to this RFP. **Failure to receive an addendum may result in disqualification of proposal submitted.**

2. PURPOSE.

The City of Miami Beach, Florida is inviting proposals for the exclusive right to provide comprehensive professional tennis management and operations services for the Flamingo Park Tennis Center, in accordance with the terms, conditions and specifications contained herein.

On April 23, 2014, The City of Miami Beach entered into an agreement with Miami Beach Tennis Management, pursuant to RFP 095-2013ME, for tennis management and operations services at the City’s Flamingo and North Shore Tennis Centers. The initial term of the agreement for both centers was for a three (3) year term with two (2) additional one-year renewal options. However, on July 26, 2017, the Mayor and City Commission adopted Resolution No. 2017-29935, removing the North Shore Tennis Center from the scope of the Agreement. The agreement for the City’s Flamingo Park Tennis Center is effective through May 2019. The management and operations of the North Shore tennis facility are currently not under consideration and are not part of the scope of this RFP.

The operation of the City of Miami Beach’s Flamingo Park Tennis Center shall include the operations and maintenance of the tennis courts, pro shop, and a food and beverage concession. Services shall include those customarily associated with the operation of a public tennis center and permitted special events related to the tennis center activities.

3. ANTICIPATED RFP TIMETABLE. The tentative schedule for this solicitation is as follows:

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| RFP Issued | December 12, 2018 |
| Pre-Proposal Meeting | December 21, 2018 @ 10:00AM |
| Deadline for Receipt of Questions | January 14, 2019 @ 3:00PM |
| Responses Due | January 21, 2019 @ 3:00PM |
| Evaluation Committee Review | January 31, 2019 @ 9:00AM |
| Proposer Presentations | TBD (If Applicable) |
| Tentative Commission Approval Authorizing Negotiations | TBD |

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

William Garviso, CPPB

(305) 673-7000 #6650

WilliamGarviso@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov; or via facsimile: 786-394-4188.

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

5. PRE-PROPOSAL MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled.

A Pre-PROPOSAL conference will be held as scheduled in Anticipated RFP Timetable section above at the following address:

**City of Miami Beach
Procurement Department
Conference Room
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139**

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
- (2) Enter the MEETING NUMBER:5804578

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this RFP expressing their intent to participate via telephone.

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*. Any prospective proposer who has received this RFP by any means other than through *PublicPurchase* must register immediately with *PublicPurchase* to assure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated RFP Timetable** section.

7. CONE OF SILENCE. This RFP is subject to, and all proposers are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov

8. SPECIAL NOTICES. You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=79113>

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373
- LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449

9. PUBLIC ENTITY CRIME. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes 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 public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

10. COMPLIANCE WITH THE CITY'S LOBBYIST LAWS. This RFP is subject to, and all Proposers are expected to be or become familiar with, all City lobbyist laws. Proposers shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such non-compliance.

11. DEBARMENT ORDINANCE: This RFP is subject to, and all proposers are expected to be or become familiar with, the City's Debarment Ordinance as codified in Sections 2-397 through 2-406 of the City Code.

12. WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS. This RFP is subject to, and all Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their responses, in the event of such non-compliance.

13. CODE OF BUSINESS ETHICS. Pursuant to City Resolution No.2000-23879, the Proposer shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

14. AMERICAN WITH DISABILITIES ACT (ADA). Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673- 7000, Extension 2984.

15. POSTPONEMENT OF DUE DATE FOR RECEIPT OF PROPOSALS. The City reserves the right to postpone the deadline for submittal of proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.

16. PROTESTS. Proposers that are not selected may protest any recommendation for selection of award in accordance with the proceedings established pursuant to the City's bid protest procedures, as codified in Sections 2-370 and 2-371 of the City Code (the City's Bid Protest Ordinance). Protest not timely made pursuant to the requirements of the City's Bid Protest Ordinance shall be barred.

17. JOINT VENTURES. Joint Ventures are not allowed. Proposals shall be submitted only by the prime contractor. Proposals may, however, identify other sub-contractors or sub-consultants to the prime Proposer who may serve as team members.

18. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City Code Section 2-374, the City shall give a preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest responsive, responsible proposer, by providing such proposer an opportunity of providing said goods or contractual services for the lowest responsive proposal amount (or in this RFP, the highest proposal amount). Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more proposers which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest proposal pursuant to an RFP or oral or written request for quotation, and such proposals are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

19. DETERMINATION OF AWARD. The final ranking results of Step 1 & 2 outlined in Section 0400, Evaluation of Proposals, will be considered by the City Manager who may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the Proposer to perform the contract.
- (2) Whether the Proposer can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

20. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

21. POSTPONEMENT/CANCELLATION/ACCEPTANCE/REJECTION. The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in any responses received as a result of this RFP. Reasonable efforts will be made to either award the proposer the contract or reject all proposals within one-hundred twenty (120) calendar days after proposal opening date. A proposer may withdraw its proposal after expiration of one hundred twenty (120) calendar days from the date of proposal opening by delivering written notice of withdrawal to the Procurement Department prior to award of the contract by the City Commission.

22. PROPOSER'S RESPONSIBILITY. Before submitting a response, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

23. COSTS INCURRED BY PROPOSERS. All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

24. RELATIONSHIP TO THE CITY. It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

24. OCCUPATIONAL HEALTH AND SAFETY. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this proposal must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer.

25. ENVIRONMENTAL REGULATIONS. The City reserves the right to consider a proposer's history of citations and/or violations of environmental regulations in investigating a proposer's responsibility, and further reserves the right to declare a proposer not responsible if the history of violations warrant such determination in the opinion of the City. Proposer shall submit with its proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify the City immediately of notice of any citation or violation which proposer may receive after the proposal opening date and during the time of performance of any contract awarded to it.

26. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

27. MISTAKES. Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFP. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

28. PAYMENT. Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be consistent with Purchase Order format.

29. COPYRIGHT, PATENTS & ROYALTIES. Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

30. DEFAULT: Failure or refusal of the selected Proposer to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a response before such award is made and approved, may result in a claim for damages by the City and may be grounds for removing the Proposer from the City's vendor list.

31. MANNER OF PERFORMANCE. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of this contract.

Where contractor is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The contractor shall be liable for any damages or loss to the City occasioned by negligence of the Proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

32. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

33. NON-DISCRIMINATION. The Proposer certifies that it is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. In accordance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, Proposer shall prohibit discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, and age or disability.

34. DEMONSTRATION OF COMPETENCY. The city may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) in making an award that is in the best interest of the City, including:

- A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.
- B. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.
- C. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.
- D. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.
- E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the City.
- F. The City may require Proposer s to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.

35. ASSIGNMENT. The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

36. LAWS, PERMITS AND REGULATIONS. The Proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

37. OPTIONAL CONTRACT USAGE. When the successful Proposer (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

38. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR. It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

39. DISPUTES. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this solicitation; then
- B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
- C. The solicitation; then
- D. The Proposer's proposal in response to the solicitation.

40. INDEMNIFICATION. The Proposer shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's 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 the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The 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 be incurred thereon. The Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the 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 above indemnification provisions shall survive the expiration or termination of this Agreement.

41. CONTRACT EXTENSION. The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

42. FLORIDA PUBLIC RECORDS LAW. Proposers are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

43. OBSERVANCE OF LAWS. Proposers are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFP (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

44. CONFLICT OF INTEREST. All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

45. MODIFICATION/WITHDRAWALS OF PROPOSALS. A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of **120** calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

46. EXCEPTIONS TO RFP. Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFP, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFP to which Proposer took exception to (as said term and/or condition was originally set forth on the RFP).

47. ACCEPTANCE OF GIFTS, FAVORS, SERVICES. Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

48. SUPPLEMENTAL INFORMATION. City reserves the right to request supplemental information from Proposers at any time during the RFP solicitation process, unless otherwise noted herein.

49. ADDITIONAL ITEMS / SERVICES. Although this solicitation and resultant contract identifies specific goods, services or facilities ("items"), it is hereby agreed and understood that the City may require additional items to be added to the Contract which are ancillary or supplemental to the items specified herein and required to complete the work. When additional items are required to be added to the Contract, awarded vendor(s), as applicable to the item being requested, under this contract may be invited to submit price quote(s) for the additional items. If these quote(s) are determined to be fair and reasonable, then the additional items will be awarded to the current contract vendor(s) through either a Purchase Order (or Change Order if Purchase Order already exists) or an amendment to the Contract. Additional items with a cumulative value of \$50,000 or less may be approved by the City Manager. City Commission approval is required for additional items with a cumulative value greater than \$50,000.

The City may determine to obtain price quotes for the additional items from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the City's discretion.

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SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. SEALED RESPONSES. One original Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, Proposer name, Proposer return address. Proposals received electronically, either through email or facsimile, are not acceptable and will be rejected.

2. LATE BIDS. Bid Proposals are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

3. PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references.

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| TAB 1 | Cover Letter & Minimum Qualifications Requirements |
| <p>1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.</p> <p>1.2 Proposal Certification, Questionnaire & Requirements Affidavit (Appendix A). Attach Appendix A fully completed and executed.</p> <p>1.3 Statement of Work. Submit verifiable information documenting compliance with Appendix C, Statement of Work.</p> | |

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|--|--|
| TAB 2 | Experience & Qualifications |
| <p>2.1 Qualifications of Proposing Firm. Submit detailed information regarding the firm’s history and relevant experience and proven track record of providing total management and operation of tennis center facilities similar to the Miami Beach Tennis Center and the Flamingo Park Tennis Center, including but not limited to:</p> <ul style="list-style-type: none"> • Pro shop operations, including scheduling or management of tennis lessons, equipment repairs, food and beverage and merchandise sales. For each project that the Proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement. • Documented evidence of tennis (hard surface and clay) court maintenance experience and operations. Such evidence to include and be in line with the tennis court manufacturer’s maintenance standards for the tennis facility. If a third party subcontractor is being hired by the management company for maintenance of the clay courts, said third party must be included as part of this proposal and such subcontractor must present documented evidence of experience in this field. This requirement requires verifiable experience by means of prior employment confirmation, copies of prior agreement, or any other documents that verify the required experience. <p>2.2 Qualifications of Proposer Team. Provide an organizational chart of all personnel and sub-consultants, including the Head Teaching Professional, to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members’ qualifications, including membership or certification in the following areas:</p> <ul style="list-style-type: none"> • A Head Teaching Professional that is a certified Tennis Professional by USPTA and/or PTR. The Head Tennis Professional and/or Center Manager(s) must demonstrate knowledge and experience in tennis instruction and | |

related activities, facility management, tennis court maintenance and related activities, as well as, knowledge of the legal requirements that are involved in this type of operation.

A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.

TAB 3 Approach and Methodology

3.1 Approach to Scope of Work. Submit detailed information addressing how Proposer will achieve each portion of the scope of services and technical requirements outlined in Appendix C, Statement of Work, including (at a minimum) each of the scope related items identified on pages 25 – 36 of Appendix C.

3.2 Operational Plan. Submit a detailed Operational Plan which describes the operating policies and procedures to be employed by the management company. Describe any proposed initiatives which would improve the revenue to the City. The Operating Plan shall at a minimum include the staffing levels, maintenance procedures, operating procedures, and food and beverage operations.

TAB 4 Public Benefit

4.1 Contribution to Educational Initiatives. The City maintains a 501(C)(3) that is used to support the educational initiatives of the Mayor and City Commission. Proposers may propose a financial contribution to the educational initiatives 501(C)(3).

4.2 Other Value-Added Public Benefits. Proposers may submit detailed information on how Proposer will include other value-added public benefits in the delivery of the proposed services, which may include any other benefits, contributions or services that benefit the City and its residents.

TAB 5 Revenue Proposal

Submit a completed Revenue Proposal Form (Appendix E).

4. FINANCIAL CAPACITY. Within three (3) business days of request by the City, each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

5. ADDITIONAL INFORMATION OR CLARIFICATION. After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

The City reserves the right to request any documentation omitted, with exception of the Revenue (as applicable) Proposal Form (Appendix E), Proposal Certification, Questionnaire & Requirements Affidavit (Appendix A), and Bid Bond (if applicable). Submittals received that do not include the Cost/Revenue Proposal Form, completed as required and fully executed, or Bid Bond (if applicable) shall be deemed non-responsive. Bidder must submit any omitted documentation within three (3) business days upon request from the City, or the bid may be deemed non-responsive. Non-responsive bid packages will receive no further consideration.

DRAFT

SECTION 0400

PROPOSAL EVALUATION

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements set forth in the solicitation. If further information is desired, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of proposals will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the proposals only. The Evaluation Committee does not make an award recommendation to the City Manager. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFP, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations. The City, in its discretion, may utilize technical or other advisers to assist the evaluation committee in the evaluation of proposals.

2. Step 1 Evaluation. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Procurement Department. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the qualifications criteria established below for Step 1, Qualitative Criteria. In doing so, the Evaluation Committee may review and score all proposals received, with or without conducting interview sessions.

| Step 1 - Qualitative Criteria | Maximum Points |
|--|-----------------------|
| Proposer Experience and Qualifications | 40 |
| Approach and Methodology | 20 |
| Public Benefit | 10 |
| TOTAL AVAILABLE STEP 1 POINTS | 70 |

3. Step 2 Evaluation. Following the results of Step 1 Evaluation of qualitative criteria, the Proposers may receive additional quantitative criteria points to be added by the Procurement Department to those points earned in Step 1, as follows.

| Step 2 - Quantitative Criteria | Maximum Points |
|---------------------------------------|-----------------------|
| Revenue Proposal | 30 |
| Veterans Preference | 5 |
| TOTAL AVAILABLE STEP 2 POINTS | 5 |

4. Revenue Proposal Evaluation. The cost proposal points shall be developed in accordance with the following formula:

| Sample Objective Formula for Revenue Points | | | | |
|---|-------------------------|---|---|----------------------|
| Vendor | Vendor Revenue Proposal | Example Maximum Allowable Points (Points noted are for illustrative purposes only. Actual points are noted above.) | Formula for Calculating Points (cost of proposal being evaluated / highest revenue proposal X maximum allowable points = awarded points) Round to | Total Points Awarded |
| Vendor A | \$200 | 20 | $\$200 / \$200 \times 20 = 20$ | 20 |
| Vendor B | \$150 | 20 | $\$150 / \$200 \times 20 = 15$ | 15 |
| Vendor C | \$100 | 20 | $\$100 / \$200 \times 20 = 10$ | 10 |

5. Determination of Final Ranking. At the conclusion of the Evaluation Committee Step 1 scoring, Step 2 Points will be added to each evaluation committee member's scores by the Procurement Department. Step 1 and 2 scores will be converted to rankings in accordance with the example below:

| | | Proposer A | Proposer B | Proposer C |
|----------------------------|---------------|------------|------------|------------|
| Committee Member 1 | Step 1 Points | 82 | 76 | 80 |
| | Step 2 Points | 22 | 15 | 12 |
| | Total | 104 | 91 | 92 |
| | Rank | 1 | 3 | 2 |
| Committee Member 2 | Step 1 Points | 79 | 85 | 72 |
| | Step 2 Points | 22 | 15 | 12 |
| | Total | 101 | 100 | 84 |
| | Rank | 1 | 2 | 3 |
| Committee Member 2 | Step 1 Points | 80 | 74 | 66 |
| | Step 2 Points | 22 | 15 | 12 |
| | Total | 102 | 89 | 78 |
| | Rank | 1 | 2 | 3 |
| Low Aggregate Score | | 3 | 7 | 8 |
| Final Ranking* | | 1 | 2 | 3 |

* Final Ranking of the Evaluation Committee Process shall be presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.

APPENDIX A

MIAMI BEACH

Proposal Certification, Questionnaire & Requirements Affidavit

2019-046-WG

Professional Tennis Management
and Operations Services at the City's
Flamingo Park Tennis Center

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

| | | |
|---|---|---|
| Solicitation No: 2019-046-WG | Solicitation Title: Professional Tennis Management and Operations Services at the City's Flamingo Park Tennis Center | |
| Procurement Contact: William Garviso, CPPB | Tel: 305 673-7000 #6650 | Email: WilliamGarviso@miamibeachfl.gov |

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

| | | |
|---|-----------------------------------|-------------------|
| FIRM NAME: | | |
| NO. OF YEARS IN BUSINESS: | NO. OF YEARS IN BUSINESS LOCALLY: | NO. OF EMPLOYEES: |
| OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS: | | |
| FIRM PRIMARY ADDRESS (HEADQUARTERS): | | |
| CITY: | | |
| STATE: | ZIP CODE: | |
| TELEPHONE NO.: | | |
| TOLL FREE NO.: | | |
| FAX NO.: | | |
| FIRM LOCAL ADDRESS: | | |
| CITY: | | |
| STATE: | ZIP CODE: | |
| PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: | | |
| ACCOUNT REP TELEPHONE NO.: | | |
| ACCOUNT REP TOLL FREE NO.: | | |
| ACCOUNT REP EMAIL: | | |
| FEDERAL TAX IDENTIFICATION NO.: | | |

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?
 YES NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?
 YES NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Department with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

7. **Living Wage.** Pursuant to Section 2-408 of the City of Miami Beach Code, as same may be amended from time to time, covered employees shall be paid the required living wage rates listed below:
1. ~~Effective January 1, 2018, covered employees must be paid a living wage rate of no less than \$11.62 per hour with health care benefits of at least \$2.26 per hour, or a living wage rate of no less than \$13.88 per hour without health care benefits.~~
 2. ~~Effective January 1, 2019, covered employees must be paid a living wage rate of no less than \$11.70 per hour with health care benefits of at least \$2.74 per hour, or a living wage rate of no less than \$14.44 per hour without health care benefits.~~
 3. ~~Effective January 1, 2020, covered employees must be paid a living wage rate of no less than \$11.78 per hour with health care benefits of at least \$3.22 per hour, or a living wage rate of no less than \$15.00 per hour without health care benefits.~~

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement. Any payroll request made by the City during the contract term shall be completed electronically via the City's electronic compliance portal, LCP Tracker (LCPTracker.net).

8. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?
 YES NO
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?
 YES NO
- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

| BENEFIT | Firm Provides for Employees with Spouses | Firm Provides for Employees with Domestic Partners | Firm does not Provide Benefit |
|----------------------|--|--|-------------------------------|
| Health | | | |
| Sick Leave | | | |
| Family Medical Leave | | | |
| Bereavement Leave | | | |

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies 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 s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

10. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

11. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375.

12. **Fair Chance Requirement.** Pursuant to Section 2-376 of the City Code, the City shall not enter into any contract resulting from a competitive solicitation, unless the proposer certifies in writing that the business has adopted and employs written policies, practices, and standards that are consistent with the City's Fair Chance Ordinance, set forth in Article V of Chapter 62 of the City Code ("Fair Chance Ordinance"), and which, among other things, (i) prohibits City contractors, as an employer, from inquiring about an applicant's criminal history until the applicant is given a conditional offer of employment; (ii) prohibits advertising of employment positions with a statement that an individual with a criminal record may not apply for the position, and (iii) prohibits placing a statement on an employment application that a person with a criminal record may not apply for the position.

SUBMITTAL REQUIREMENT: No additional submittal is required at this time. By virtue of executing this affidavit, Proposer certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Proposer agrees to provide the City with supporting documentation evidencing its compliance upon request. Proposer further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity.

13. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

| Initial to Confirm Receipt | | Initial to Confirm Receipt | | Initial to Confirm Receipt | |
|----------------------------|------------|----------------------------|-------------|----------------------------|-------------|
| | Addendum 1 | | Addendum 6 | | Addendum 11 |
| | Addendum 2 | | Addendum 7 | | Addendum 12 |
| | Addendum 3 | | Addendum 8 | | Addendum 13 |
| | Addendum 4 | | Addendum 9 | | Addendum 14 |
| | Addendum 5 | | Addendum 10 | | Addendum 15 |

If additional confirmation of addendum is required, submit under separate cover.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer , am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposals and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Statement of Qualifications Certification, Questionnaire and Requirements Affidavit are true and accurate.

| | |
|---|---|
| Name of Proposer 's Authorized Representative: | Title of Proposer 's Authorized Representative: |
| Signature of Proposer 's Authorized Representative: | Date: |

State of FLORIDA)
)
 County of _____)
 of _____, a corporation, and that the instrument was signed in behalf of
 the said corporation by authority of its board of directors and acknowledged said
 instrument to be its voluntary act and deed. Before me:

 Notary Public for the State of Florida
 My Commission Expires: _____.

APPENDIX B

MIAMI BEACH

“No Bid” Form

2019-046-WG

Professional Tennis Management
and Operations Services at the City's
Flamingo Park Tennis Center

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached “Statement of No Bid.” The “Statement of No Bid” provides the City with information on how to improve the solicitation process. Failure to submit a “Statement of No Bid” may result in not being notified of future solicitations by the City.

Statement of No Bid

WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

Workload does not allow us to proposal

Insufficient time to respond

Specifications unclear or too restrictive

Unable to meet specifications

Unable to meet service requirements

Unable to meet insurance requirements

Do not offer this product/service

OTHER. (Please specify)

We do do not want to be retained on your mailing list for future proposals of this type product and/or service.

Signature: _____

Title: _____

Legal Company Name: _____

Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from our vendors list.

PLEASE RETURN TO:
CITY OF MIAMI BEACH
PROCUREMENT DEPARTMENT
ATTN: William Garviso, CPPB
PROPOSAL #2019-046-WG
1755 MERIDIAN AVENUE, 3rd FLOOR
MIAMI BEACH, FL 33139

APPENDIX C

MIAMIBEACH

Statement of Work

2019-046-WG

Professional Tennis Management
and Operations Services at the City's
Flamingo Park Tennis Center

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

C1. Statement of Work Required.

The management of the public tennis facilities shall include the operation and maintenance of the tennis courts, pro shop, a food and beverage concessions and other tennis related operations as approved by the City.

1. PREMISES TO BE MANAGED

The City-owned Flamingo Park Tennis Center, located at 1200 Meridian Avenue, together with all buildings, improvements and fixtures located thereon in their "as is" condition. Please note the City will be responsible for payment to a 3rd party independent contractor to evaluate the overall maintenance of the courts at the Tennis Center prior to Contractor assuming operations. Contractor and City will agree on baseline conditions for the facility with the expectation for the Tennis Center to be returned to the City in same condition.

- Flamingo Park Tennis Center – 17 Fast-Dry subsurface watered clay tennis courts, Musco sports lighting on all courts, Tennis Center/Pro-shop with locker rooms, interior meeting and storage space, outdoor patio seating areas, hitting wall (practice court) and in park parking lot.

Present Tennis Center Hours
Monday – Friday 8:00AM-10:00PM
Saturday – Sunday 8:00AM – 9:00PM

2. SERVICES TO BE PROVIDED AND MANAGEMENT COMPANY STANDARDS

The operation of the City of Miami Beach's Flamingo Park Tennis Center shall include the operations and maintenance of the tennis courts, pro shop, a food and beverage concession as determined by the City but which shall not, in any event conflict with those certain food and beverages offered by the City's exclusive vending concessionaire's agreement, as such agreement specifically mentions the inclusion of tennis centers, facilities and other tennis related operations as approved by the City. Services shall include those customarily associated with the operation of a public tennis center and permitted special events related to the tennis center activities. Services shall include but not be limited to:

- Provide, promote and instruct lessons in the game of tennis by certified and licensed tennis professionals to individuals, groups and clinics. Said service shall offer the tennis patron a choice of instructor levels and hourly fee commensurate with the instructor's level and industry standards.
- Provide the City of Miami Beach Parks and Recreation Programs: two (2) courts twice per week for two (2) hours on a schedule to be determined by the City, to provide free instructional lessons to after school participants, at no cost to the City.
- Coach tennis teams sanctioned and approved by the City's Parks and Recreation Department, such services to be provided for a coaching fee or free, depending on mutual advance agreement of the City.
- Offer demonstrations and instruction on all aspects of the game of tennis in promotion of the Center. Such demonstrations may be either for a fee or free of charge, depending on mutual advance agreement of the City.
- Establishment and management of tournaments including those requested by the City, including participation in establishing specific needs for individual tournaments.

- Promote junior tennis by establishing a junior tennis team or league (s).
- Provide advice to the City of changes, regarding the tennis industry in general, tennis rules and regulations, equipment and promotional methods associated with the operation of public tennis facilities.
- Provide seasonal group clinics to the community.
- Overall Management of the City's Flamingo Park Tennis Center while utilizing the City of Miami Beach Parks and Recreation Department's computer software and in accordance with City directives and policies including but not limited to:
 - a. Tennis court reservation services.
 - b. Tennis membership services.
 - c. Facility / court monitoring to prevent lessons being given while courts are closed.
 - d. Tennis lesson reservations.
 - e. Food and beverage concession/ service acceptable to the City.
 - f. Pro shop operations.
 - g. Daily and routine maintenance of the buildings, facilities, courts, machinery and grounds as determined by the City, which may include but not limited to:
 - Windscreens
 - Nets
 - Lines
 - Weeds and Algae on Courts
 - Restrooms
 - Pro Shop and Facility Cleanliness
 - Litter Control
 - Interior Landscaping
 - h. Booking of local, regional and state, international or charity tennis tournaments.
 - i. Marketing, promotion and advertising of the City's Flamingo Park Tennis Center to residents, day guests and Miami Beach hotels.
 - j. Provision of summer and specialty camps based on the established City of Miami Beach Parks and Recreation Department's format.
 - k. Must adhere to all City of Miami Beach established tennis center fees, regulations and rules.
 - l. Tennis professionals must possess and maintain a Business Tax Receipt (aka-Occupational License).
 - m. Collection and accounting of all revenues.
 - n. Payment and accounting of all expenses in a timely manner.
 - o. Formulation and implementation of operating programs, business plans, and budgets.
 - p. Handling of personnel including employment, (including certified background investigations, in a format acceptable to the City), training, and terminations. All personnel must undergo drug screening and must be hired according to specific job descriptions. Also see Section I: Screening, Interviewing, Testing and Training
 - q. Preparation of monthly and annual Financial Statements, which the City reserves the right to audit at any time.
 - r. Operate the City's Flamingo Park Tennis Center as determined by established professional tennis management best practices and the City, to include having a

manager and/or Tennis Director on site during all operational or open hours to handle day to day operations and customer concerns.

- s. At minimum, comply with the City's facility and courts' maintenance standards as established by the City and the tennis courts manufacturer's standards and guidelines for hydrocourts or other tennis court systems installed at the City's Flamingo Park Tennis Center. The management company will be responsible for corrective actions when identified within a reasonable amount of time based on industry standards for such repairs, or immediate corrective action shall be taken by the management company when it addresses life safety situations. Designated staff will be required to attend industry standard training on court maintenance as mandated by the City and as necessary.
- t. The management company must supply their own tools to maintain the courts and surrounding areas within the tennis center, as well as provide water coolers and cups at the courts for patron use.
- u. The management company and its employees and/or independent contractors, and its sub-contractor employees shall wear appropriate tennis apparel or company uniform, such that Center patrons can easily identify its employees and/or independent contractor.

3. Management Company Standards:

3.1 Quality of Operation/Operation Plan: The management company shall provide all maintenance services required herein in a workmanlike and professional manner; shall conform to professional and industry standards; shall keep all areas in a clean, orderly and safe condition that is satisfactory to the City at all times. The management company agrees to be bound by all applicable Federal, State, City, and Municipal laws, ordinances and regulations to the same extent as if said requirements were expressly written herein. In the event that the management company is unable to meet the City's cleanliness, maintenance standards or scope of services required herein to the satisfaction of the City, the City reserves the right to increase the hours of operation and/or required staff at no additional cost to the City.

3.2 Personnel

The management company must provide a proposed staffing plan, including sub-contractors for maintenance, if any, detailing the number of workers, man-hours, shift schedules, routing schedules, and job tasks for each worker during all hours of operation. This plan must include coverage of the entire service area for all services required pursuant to this proposal. The management company must provide an adequate number of employees and man-hours, as agreed to during negotiations with the City, in order to complete the services provided for herein to the City. The management company shall provide full resumes of the key personnel assigned, including any sub-contractor, if any, to this proposal and must meet the qualifications stated in said job descriptions.

- The Management Company must have a Head Teaching Professional that is a certified Tennis Professional by USPTA and/or PTR. The Head Tennis Professional and/or Center Manager(s) must demonstrate knowledge and experience in tennis instruction and related activities, facility management, tennis court maintenance and related activities, as well as, knowledge of the legal requirements that are involved in this type of operation

The management company's and sub-contractor's employees shall be clean, courteous, qualified, efficient and neat. The management company or sub-contractor shall not employ any person or persons who shall use improper language or act in a loud or boisterous or otherwise

improper or inefficient manner. The management company agrees to remove from service any employee or sub contractor's employee whose conduct the City determines to be detrimental to the best interests of the City.

3.3 Uniforms and Identification

All employees shall wear clean uniforms at all times. Uniforms shall consist of shirts, pants, shorts, hats, appropriate footwear, and cold/wet weather gear (when necessary). Each uniform shall display the name and logo only and the uniform shall be approved by the City. The cost of the uniforms shall be the responsibility of the management company.

4. Equipment

The City recommends, at minimum, the following maintenance equipment (or its equivalent) to be procured for use by the management company personnel on a daily basis and as appropriate to the task:

- a) Blowers
- b) Trimmers
- c) Hot water/pressure washing
- d) Trash cans with rollers
- e) Brooms & pans
- f) Rakes
- g) Ice Machine
- h) Giliberti
- i) Court grooming materials (i.e. Aussie Sweeps, rollers, etc.)

Alternatives to this recommended equipment list may be recommended at the discretion of the proposer as long as the appropriate specifications and product information is provided to the City in advance.

All specified equipment purchased for this contract shall be used by the management company for the performance of this contract and shall have a prominently displayed standardized logo to be approved by the City. The proposer must submit a list of all equipment, with quantities, which is intended to be used in connection of the performance of this contract.

The management company shall maintain, in accordance with the manufacturer's specifications and maintenance requirements, all equipment, whether City owned or owned by the management company, herein specified and purchased. All equipment shall be kept clean, fully functional and free of damage.

5. Maintenance Supplies

- a) The management company shall bear at its own expense all costs of operating and furnishing tennis court maintenance services and shall pay all costs connected with the fulfillment of this contract.
- b) The management company will be required to supply and furnish at its sole cost and expense any and all supplies necessary to properly maintain the tennis courts and the surrounding areas inclusive of clay, coarse material, nets, lines and hardware.
- c) All products and supplies used and furnished must conform to the highest industry standards.
- d) The management company will be responsible for supplying garbage bags and responsible for all cost associated with trash removal.

- e) The Contractor shall provide the designated City staff, a list of all cleaning solvents, solutions, agents, chemicals, detergents, and any other fluids or materials used in the provision of the maintenance services, and their corresponding OSHA Material Safety Data Sheets, where applicable.

6. Communications

The successful management company shall submit to the City - for review and approval prior to the initiation of contract activities - a communication plan addressing routine, scheduled, and emergency maintenance and repair activities that may impact the operation of the City's Flamingo Park Tennis Center. All communications shall be directed to the appropriate City staff.

7. Safety Regulations

The management company and its sub-Contractors, if any, shall adhere to the Occupational Safety and Health Administration's (OSHA's) most recently published Safety and Health Regulations and general Occupational Safety and Health Standards, where applicable.

8. Fines and Penalties

The City reserves the right to levy fines against the management company when it has been determined that it is not meeting the necessary work requirements. The table below depicts areas where fines will be levied and the time frame allowed for deficiency correction.

| <i>Work Activity</i> | <i>Deficiency Correction Period</i> |
|-----------------------------|--|
| Quality of Operations | 24 hours |
| Personnel Shortages | 4 hours |
| Personnel Dress Code | 8 hours |
| Equipment Deficiencies | 72 hours |
| Supplies | 8 hours |
| Program Management | 24 hours |
| Communications | 48 hours |
| Life Safety Maintenance | 2 hours |

Fines for failures to complete corrective action for any of the work activities listed above is as follows:

- \$100 after failing to complete corrective action after two (2) notifications
- \$200 after three (3) notifications
- \$500 after four (4) notifications

If additional time is required to complete corrective action, a written request must be submitted for approval to the City prior to the end of the grace period. The basis for the implementation of fines and penalties includes but is not limited to the following:

- Quality of Operations – Inability to provide service in a workmanlike and professional manner; failure to conform to professional and industry standards; unable to provide maintenance services in a manner in clean orderly and safe condition; and inability to meet the City's established tennis court maintenance standards in accordance with the Tennis Court Manufacturer's standards and guidelines for hydro-courts or other similar tennis court system.

- Personnel Shortages – Failure to provide a staffing plan that meets the maintenance coverage requirements of the service area, and/or failure to provide the necessary on-site personnel in accordance to the staffing plan.
- Personnel Dress Code – Failure of employees to meet uniform requirements, including wearing clean uniforms.
- Equipment Deficiencies – Inability to fully operate; in non-functional condition; in state of disrepair and or visibly damaged; lacking maintenance; and not generally maintained and in clean condition.
- Supplies – Failure to provide the supplies necessary for the proper execution of the program or maintenance service specified.
- Program Management – Failure to implement a comprehensive management program to respond to City and/ or stakeholder requests for services and maintenance issues covered by the Contract.
- Communications – Failure to submit an approved communications plan addressing routine, scheduled, and emergency maintenance and repair activities, and failure to provide timely notifications as previous prescribed.
- Safety Regulations – Failure to adhere to OSHA’s most recently published Safety and Health Regulations and general Occupational Safety and Health Standards.

9. Quality Control / Quality Assurance (QC/QA)

The goal of the City is to improve the actual and perceived maintenance and playability of the tennis courts through a continuous quality improvement program driven by the management company’s QC/QA Management Plan.

9.1 QC/QA Management Plan

The proposer shall submit a detailed plan outlining the quality management procedures and responsibilities for the workmanlike and professional performance of the key maintenance and repair processes associated with this Contract. The proposer shall describe how it will measure quality and performance thresholds for work performed under this Contract. The mutually agreed QC/QA Management plan will be subject to review and input by the City.

9.2 Quality Control Plan

The proposer shall list all subcontractors and suppliers and describe the system that it will use to manage, control, and document its own, sub-Contractors’ and suppliers’ activities to comply with all contract requirements.

9.3 Quality Assurance Plan

The proposer shall identify what specific activities shall be monitored; describe the performance standards and measures associated with these activities that will be used to determine if the work performed by personnel or by the sub-Contractor’s personnel meets the requirements and intent of the Contract; and provide a format for reporting the results of the QC plan as part of a monthly activity report.

10. Reporting Requirements

The management company must provide a receipt to each customer for each transaction performed. Signage will be required to indicate that if no receipt is produced, the transaction will be free of charge.

10.1 Daily Activity Report

The management company shall update and maintain a daily maintenance log with maintenance information for reporting to the City.

10.2 Monthly Activity Report

- 10.2.1** The management company shall provide a monthly activity report/revenue report which shall be submitted to the City by the 10th day of each month.
- 10.2.2** The monthly reports shall include, but not be limited to the following information: a general description of the work performed, profit/loss reports for clinics, tournaments, lessons, etc. detailing revenues generated in the prior month, expenses incurred in the prior month and other performance measures as determined by the City.
- 10.2.3** The monthly report shall also include a work plan to adequately address Continuous Quality Improvement goals in the Management Company's QC/QA management plan.
- 10.2.4** The City reserves the right to add, delete or modify the data collected in order to adequately monitor performance of the management company.
The reporting of all revenues and expenses will be timely and on a monthly basis.
The use of City owned software for recreation, revenue, and point of sale reporting is to be used.

10.3 Annual Report

The management company shall also provide to the City's designee an annual report with an established work plan and goals for the upcoming calendar year and quarterly reports including updates of the annual work plan and goals, Financial Statements, Revenue Summary Reports, Maintenance Summary Logs of materials used, etc...

11. Percentage of Gross (PG)

The successful contractor shall guarantee and pay to the City a Percentage of Gross Revenue. In the event that the City chooses to extend the term of the agreement past the original term or any renewal term(s), the PG may be increased in a manner to be negotiated between the City and successful contractor

12. Minimum Guarantee (MG)

In consideration of the City executing an agreement, the successful contractor shall guarantee and pay to the City a monthly minimum fee to be paid on a monthly basis. In the event that the City chooses to extend the term of the concession agreement for any renewal term(s), the MG may be increased in a manner to be negotiated between the City and successful contractor.

The minimum acceptable annual amount shall be no less than \$150,000.00. Proposers are encouraged to offer a Minimum Guarantee in excess of this amount as the proposed Minimum Guarantee (MG) provided to the City shall be utilized to allocate points in the Evaluation Process.

13. Performance Bond or Alternate Security

The successful contractor shall furnish the City with a security deposit, in an amount not less than \$50,000.00. Said security shall serve to secure the successful contractor's performance in accordance with the provisions of the agreement. In the event the successful proposer fails to perform in accordance with said provisions, the City may retain said security, as well as pursue any and all other legal remedies provided in the agreement, or as may be provided by applicable law.

14. Program Registration and Payment

All program registration shall be done through the City's registration software system.

15. Fees Structure

The management company will collect all revenues generated at the City’s Flamingo Park Tennis Center on behalf of the City and deposit them **daily** into an account that the City has access to if requested.

16. City’s Responsibilities Under This Contract

The City will pay for local telephone, electricity, water.

17. Present Billing Rates

The present Billing Rates are specified below. The City reserves the right to negotiate the fee schedule with the successful proposer.

ANNUAL MEMBERSHIP

Adult (Single)
Senior Citizen (65 and older)
Youth (under 18)
Family (2 adults/2 youth under 18)
(Each additional youth \$50)
Light Fee

RESIDENT

\$250 plus tax
\$175 plus tax
\$75 plus tax
\$540 plus tax

NON-RESIDENT

\$590 plus tax
\$465 plus tax
\$290 plus tax
\$1,290 plus tax

included with membership

COURT RENTAL

Adults/Youth/Senior

RESIDENT

\$5.00 plus tax

NON-RESIDENT

\$11.75 plus tax

LIGHT FEE

Adults/Youth/Senior
(For those without Annual Membership)

RESIDENT

\$1.50 plus tax

NON-RESIDENT

\$1.50 plus tax

18. Customer Service Standards

City employees have been trained and are expected to perform to the City of Miami Beach’s customer service standards. All vendors and contractors that are partnered with the City are also expected to perform and comply with these customer service standards. The customer service standards are provided below and are segmented based on different forms of customer interactions. Information is also provided on how these customer standards are monitored.

Telephone

- Telephones will be covered at all customer-contact points during normal business hours answering within the third ring.
- Phone messages received will be responded to (if requested) in a timely manner, two business days, even if just to acknowledge receipt. An estimate of time to resolve the problem to be given if applicable.
- Calls coming from external sources will be answered with a consistent greeting such as “Good morning, City of Miami Beach, Flamingo Park Tennis Center, John Smith, may I help you?”
- Employee will take responsibility for providing a solution and/or options to the customer’s request.
- Request permission from the caller before transferring a call, provide the caller with the name and number of the person being transferred to, and stay on the line to announce the caller to the person receiving the transfer. If the transfer cannot be accomplished (busy, no answer or

the person is unavailable), the employee will reconnect with the caller and ask if they want to leave a message.

- Voice mail messages shall follow the City of Miami Beach Customer Service Greeting guideline, which includes employee's full name, working hours, and optional phone number to call. When employee is away for an extended period of time, the voice mail message will communicate such absence and offer an option for the caller.
- Thank the customer for calling and ask if further assistance is needed prior to concluding the call.

Written Correspondence

- Correspondence start with a greeting
- E-mail signatures (e-mail) will include the name, title, department, division, and contact number.
- Activate the e-mail Out-of-Office Assistance when away from the office for an extended period of time.
- Acknowledge e-mails and faxes that require a response within two business days.
- Respond to letters within 5 business days.
- Use correct spelling and grammar, including accurate name and address.
- Provides complete, accurate, and precise information regarding their inquiry.
- Fax cover sheets will be legible and include name, telephone number, and the name and fax number of the receiver.

Personal Contact

- Respond to customers in a courteous manner... the customer is not always right, but always deserves to be treated with respect.
- A receipt will always be supplied to the customer.
- Provide accurate and understandable solutions/options to customer requests or directs the customer to the appropriate person who may have knowledge in the subject matter.
- Average or maximum wait time without an appointment should be no longer than 30 minutes or scheduled for a mutually convenient time.
- Counter will be staffed during business hours.
- Employees will dress in attire that is professional, tasteful, appropriate and consistent with the individual departmental policies. Staff will be in uniform at all times.

Cleanliness Index Standards

The Cleanliness Index (**Exhibit A**) is a set of standards that are used to measure the cleanliness of the City of Miami Beach's public areas.

The Cleanliness Index provides standards on rating the cleanliness on:

- Litter / Trash
- Litter / Garbage Cans
- Organic Materials

Monitoring our Standards

- Our customer service team will oversee all customer service standards.
- If we do not meet our standards, we will implement an action plan to improve our service.
- We will listen and do all we can to resolve issues.
- For questions and/or concerns, contact the Answer Center at 305-604-CITY.

19. City Special Events

In the event that the City, at its sole discretion, deems that it would be in the best interest of the City, the City reserves the right to utilize the Flamingo Park Tennis Center for City produced tennis related special events and/or other City sponsored special events productions such as local and international tennis tournaments. In such cases, the City will coordinate with the management company to cooperatively produce such events. The management company agrees that the number of courts utilized shall be determined by the City and that events will be held during the Center's operating hours. The management company will provide, at no charge, a minimum of 224 court days. Under certain circumstance and with City approval, the City may allow for the management company to negotiate a per court usage fee if additional courts are required that exceed the minimum of 224 court days. The City at any time may require the use of all courts at no cost to the City with the with the approval f the City Commission. The management company shall retain any income related to the special event and/or production as it pertains to food and beverage concessions, stringing and merchandise sales. The management company agrees that facility usage for events may include use of: locker rooms, activity rooms and office space, umpire chairs, umbrellas, coolers, scoreboards, net-sticks and the like. If negotiations between the City and the management company prove to be unsuccessful, the management company shall cease and desist operations during the term of, and in the area of the special event and/or production.

20. Corporate Responsibility

The management company shall provide a "Corporate Responsibility Plan", which describes in sufficient detail how the management company plans and expects to integrate into the Miami Beach community, and fit into the community as a "good corporate citizen". In developing their Plan, the management company's focus should be to establish a balance between developing opportunities with the City; stimulating and rewarding their employees; developing optimum customer satisfaction; working with and supporting our local community; and sustaining the environment where they operate.

Items to include in the management company's "Corporate Responsibility Plan" should address (but not necessarily be limited to) the following:

- A. The management company's approach, and policies and procedures, detailing the hiring and promotion of employees, including the following:
 - In addition to payment of the required hourly Living Wage and the Equal Benefits requirements, both which are required under this RFP, what other benefits, programs, and/or other compensation or incentives does the management company offer to its employees?

- B. In addition to subsection (A) above, describe any other programs that the management company maintains for the welfare and benefit of its employees.
- C. Is the management company a responsible corporate citizen and, to that end, what contribution(s) does the management company make to the community(ies) in which it currently does business? Describe how the management company is “making a difference” for the betterment of the community(ies) where it operates. Items to address may include, but not be limited to:
- Participation in local community organizations.
 - Membership in local civic and charitable organizations including, in particular, any specific programs and/or initiatives that the management company has either established or (if established) that the management company actively participates in.
- D. Is the management company’s firm environmentally conscious; include any efforts and/or programs and/or initiatives that the management company has established, either within its firm or in the community, which demonstrate the management company’s involvement in, and commitment to the betterment of the environment through resiliency and sustainability (i.e. “green initiatives”).
- E. With regard to the City of Miami Beach, describe in sufficient detail what public benefits, including any specific programs, initiatives, and/or other contributions which the management company would plan to “give back” to the Miami Beach community should it be awarded this contract. This should include (but not be limited to) the management company’s commitment to hire as many qualified Miami Beach residents as possible.

21. Screening, Interviewing, Testing And Training:

The management company will be responsible for screening, interviewing, testing, and training to include, but not be limited to:

- In depth interview that includes job preferences, experience, goals, interests, attitudes, motivation and other work-related attributes.
- All employees shall be subject to drug testing, fingerprinting, background checks, and other related pre-employment standards, by the City of Miami Beach Human Resources Department. Backgrounds checks, drug tests and other related safety and security checks shall apply to all employee(s) of the management company, its on-site subcontractors such as tennis professionals and all new employees who have not previously been through the background process in compliance with City of Miami Beach standards.
- Verification that its employees are not convicted sex offenders.
- Training employees on the City’s Service Excellence program

APPENDIX D

MIAMIBEACH

Special Conditions

2019-046-WG

Professional Tennis Management
and Operations Services at the City's
Flamingo Park Tennis Center

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

1. TERM OF CONTRACT. The contract shall commence upon effective date of fully executed agreement and shall be effective for five (5) years.

2. OPTION TO RENEW. The City, through its City Manager, will have the option to extend for two (2) additional two year periods at the City's sole discretion. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the successful contractor.

3. PROTECTION OF PROPERTY. The Successful Contractor will at all times guard against damage to or loss of property belonging to the City of Miami Beach. It is the responsibility of the Successful Contractor to replace or repair any property lost or damaged by any of its employees. The City of Miami Beach may withhold payment or make such deductions as it might deem necessary to ensure reimbursement for loss or damage to property through negligence of the Successful Contractor, its employees or agents.

4. BACKGROUND CHECKS. The Successful Proposer and all employees of the Successful Proposer, prior to contact with any/all participants, must submit to a background check, at the expense of the successful proposer and at no cost to the City, in compliance with local, state and federal laws. The background check shall be completed by the City of Miami Beach's Human Resource Department at the expense of the Successful Proposer. The City shall have the right to refuse to allow any potential employee of the Successful Proposer to work on City property when it deems that their presence on City property is not in the City's best interest.

5. EXAMINATION OF SITES RECOMMENDED. Prior to submitting its offer it is advisable that the vendor visit the sites of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and or labor required. The vendor is also advised to examine carefully the specifications and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

APPENDIX E

MIAMI BEACH

Revenue Proposal Form

2019-046-WG

Professional Tennis Management
and Operations Services at the City's
Flamingo Park Tennis Center

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX E REVENUE PROPOSAL FORM

Failure to submit, Revenue Proposal Form, in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the Revenue proposal form below represents the entire Revenue of the items in full accordance with the requirements of this RFP, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Revenue Proposal Form shall be completed mechanically or, if manually, in ink. **Revenue Proposal Form completed in pencil shall be deemed non-responsive.** All corrections on the Revenue Proposal Form shall be initialed.

MINIMUM GUARANTEE TO THE CITY (MG) See Paragraph 12 (p.33)

| | | |
|---|---|--|
| | Flamingo Park Tennis Center , located at 1200 Meridian Avenue, together with all buildings, improvements and fixtures located thereon in their "as is" condition | Annual Minimum Guarantee to City of Miami Beach |
| 1 | Annual Minimum Guarantee (MG) (not less than \$150,000.00) | \$ _____ |

Bidder's Affirmation

| |
|---|
| Company: |
| Authorized Representative: |
| Address: |
| Telephone: |
| Email: |
| Authorized Representative's Signature: |

APPENDIX F

MIAMI BEACH

Insurance Requirements

2019-046-WG

Professional Tennis Management
and Operations Services at the City's
Flamingo Park Tennis Center

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

MIAMI BEACH

INSURANCE REQUIREMENTS

This document sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods.

- XXX 1. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.
- XXX 2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- XXX 3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
4. Excess Liability - \$_____00 per occurrence to follow the primary coverages.
- XXX 5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
6. Other Insurance as indicated:
- | | |
|--|-----------|
| <u> </u> Builders Risk completed value | \$_____00 |
| <u> </u> Liquor Liability | \$_____00 |
| <u> </u> Fire Legal Liability | \$_____00 |
| <u> </u> Protection and Indemnity | \$_____00 |
| <u> </u> Employee Dishonesty Bond | \$_____00 |
| <u> </u> Other | \$_____00 |
- XXX 7. Thirty (30) days written cancellation notice required.
- XXX 8. Best's guide rating B+:VI or better, latest edition.
- XXX 9. The certificate must state the proposal number and title

The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.

EXHIBIT A

CLEANLINESS INDEX STANDARDS



Cleanliness Index for Streets, Sidewalks, Right-of-Ways, Parks, Parking, and Alleys

| Index | Litter / Trash | Litter / Garbage Cans | Organic Materials | Fecal Matter |
|------------------------------------|--|--|---|---|
| 1 Extremely Clean | <ul style="list-style-type: none"> No litter and/or debris on entire block face. | <ul style="list-style-type: none"> Can is in good working order and none are no more than 3/4 full. Can is in a clean condition free of items, such as stickers, graffiti. | <ul style="list-style-type: none"> Isolated instances of small fresh organic material, such as leaves, branches, etc., cover the paved area. No large organic material, such as tree limbs or palm fronds on the ground. | <ul style="list-style-type: none"> Fecal matter is not visible. |
| 2 Clean | <ul style="list-style-type: none"> Isolated pieces of litter on the entire assessed area. The area is not void of litter, but may contain an isolated incidence of litter. | <ul style="list-style-type: none"> Can is in good working order and none are no more than 3/4 full. There is isolated piece of trash outside of the can. Can is in a clean condition free of items, such as stickers, graffiti. | <ul style="list-style-type: none"> Less than 10% of a 10 step distance paved area is covered by small organic materials, but occurring no more than 10% of the entire assessed area. If occurring in more than 10% of the entire assessed area, then add 1 point. No large organic material on the ground. | <ul style="list-style-type: none"> Past residue of fecal matter. It seems that an attempt was made to clean the fecal matter, but residue was left behind. |
| 3 Somewhat Clean | <ul style="list-style-type: none"> Small to moderate amounts of litter. In a 10 step distance the litter accumulation should account to less than 10 small pieces or 2-4 pieces of large litter, but occurring in no more than 10% of the entire assessed area. If the litter density is occurring between 10-25% of the assessed area, then add 1 point from the rating scale. If the litter density is occurring more than 25% of the assessed area, then add 2 points from the rating scale. <p><i>Guideline:</i> Is the litter something you notice, but your eye is not constantly drawn to it? The area has a clean appearance, but does need some attention.</p> | <ul style="list-style-type: none"> Can is functioning, but is full with trash, which can be seen from the eye level. There is no litter above the rain guard. There is some residue from past garbage. Can is in a clean condition, but may have one small isolated instance of a sticker or graffiti, which the eye is not drawn to it. | <ul style="list-style-type: none"> Between 10% - 30% of a 10 step paved area is covered by organic materials, but occurring in no more than 10% of the entire assessed area. If occurring in more than 10% of the entire assessed area, then add 1 point. Between 1 and 3 pieces of large organic materials is on the ground. Isolated case of organic material accumulation caused by standing water and poor drainage. | <ul style="list-style-type: none"> One instance of fecal matter is present on the public area. |

Cleanliness Index for Streets, Sidewalks, Right-of-Ways, Parks, Parking, and Alleys

| Index | Litter / Trash | Litter / Garbage Cans | Organic Materials | Fecal Matter |
|-----------------------------------|--|--|--|---|
| 4 Somewhat Dirty | <ul style="list-style-type: none"> • Consistently scattered trash. In a 10 step distance the trash accumulation should account to more than 10 pieces of small litter or over 4 pieces of large litter occurring in no more than 10% of the entire assessed area. • If the litter density is occurring between 10-25% of the assessed area, then add 1 point from the rating scale. • If the litter density is occurring more than 25% of the assessed area, then add 2 points from the rating scale. <p><i>Guideline:</i> Trash or litter is obvious and your eye is constantly drawn to it.</p> | <ul style="list-style-type: none"> • Can is full and there is trash above the rain guard. In some cases, there is evidence that there is improper use by the residents. • Can is in a working condition, but contains items such as stickers or graffiti on them. • Can has some damage, such as dents, but is usable. | <ul style="list-style-type: none"> • Between 30% - 50% of a 10 step paved area is covered by organic materials, but occurring in no more than 10% of the entire assessed area. If occurring in more than 10% of the entire assessed area, then add 1 point. • Between 4 and 10 pieces of large organic materials is on the ground. • 2 to 3 instances of organic material accumulation caused by standing water and poor drainage. • The organic material is beginning to turn brown. | <ul style="list-style-type: none"> • Two instances of fecal matter are present on the public area. |
| 5 Dirty | <ul style="list-style-type: none"> • Consistent accumulation of trash. In a 10 step distance there are multiple piles of trash consisting of more than 10 pieces of small litter or over 4 pieces of large litter. • If the litter density is occurring between 10-25% of the assessed area, then add 1 point from the rating scale. | <ul style="list-style-type: none"> • Can is full and there is trash above the rain guard and beginning to overflow since there is no room to put additional trash. There may be evidence of improper use by the residents. • Can has considerable damage, but is usable. • A large area of the can contains items such as stickers or graffiti on them. | <ul style="list-style-type: none"> • Over 50% of a 10 step paved area is covered by organic materials, but occurring in no more than 10% of the entire assessed area. If occurring in more than 10% of the entire assessed area, then add 1 point. • Over 10 pieces of large organic materials is on the ground. • 3-4 instances of organic material accumulation caused by standing water and poor drainage. • Faint foul odor is present due to standing water. • The organic material has been on the ground for some time and has turned brown. | <ul style="list-style-type: none"> • Three instances of fecal matter are present on the public area. |

Cleanliness Index for Streets, Sidewalks, Right-of-Ways, Parks, Parking, and Alleys

| Index | Litter / Trash | Litter / Garbage Cans | Organic Materials | Fecal Matter |
|--|--|---|--|--|
| 6 Extremely Dirty | <p>Area is blocked by an accumulation of trash and litter. Illegal dumping may be evident. Hazardous materials on the street.</p> <p><i>Guideline:</i> This area has been neglected for a long time and needs help. Heavy equipment will be required to clean this area. The area may also be affected due to other circumstances (i.e. nearby constructions sites, homeless activity, etc.)</p> | <ul style="list-style-type: none"> • Can is full and trash has overflowed to the ground. In some cases, there is a rat/rodent/insect infestation. • Can is damaged and needs to be replaced. • Can is covered of items such as stickers or graffiti. | <ul style="list-style-type: none"> • 90-100% of a 10 step paved area is covered with organic material. The organic material has been on the ground for some time and has turned brown. • Over 5 instances of organic material accumulation caused by standing water and poor drainage. • Strong foul odor is present due to standing water. | <ul style="list-style-type: none"> • Four or more instances of fecal matter are present on the public area. |

Cleanliness Index for Beaches

| Index | Litter / Trash | Litter / Garbage Cans | Organic Materials | Fecal Matter |
|----------------------------------|--|--|---|---|
| 1 Extremely Clean | <ul style="list-style-type: none"> No litter and/or debris on entire block of the beach. | <ul style="list-style-type: none"> Can is in good working order and none are no more than 3/4 full. Can is in a clean condition free of items, such as stickers, graffiti. | <ul style="list-style-type: none"> Isolated instances of small fresh organic material, such as seaweed. No large organic material, such as tree limbs or palm fronds on the ground. | Fecal matter is <u>not</u> visible. |
| 2 Clean | <ul style="list-style-type: none"> Isolated pieces of litter on the entire beach block. The area is not void of litter, but may contain an isolated incidence of litter. No harmful litter, such as broken glass or syringes | <ul style="list-style-type: none"> Can is in good working order and none are no more than 3/4 full. There is isolated piece of trash outside of the can. Can is in a clean condition free of items, such as stickers, graffiti. | <ul style="list-style-type: none"> Less than 10% of a 10 step area of the beach block is covered by small organic materials, but occurring in no more than 10% of the beach block. If occurring in more than 10% of the entire beach block, then add 1 point. No large organic material on the ground. | Past residue of fecal matter. It seems that an attempt was made to clean the fecal matter, but residue was left behind. |
| 3 Somewhat Clean | <ul style="list-style-type: none"> Small to moderate amounts of litter. In a 10 step distance the litter accumulation should account to less than 10 small pieces or 2-4 pieces of large litter, but occurring in no more than 10% of the entire block segment. If the litter density is occurring between 10-25% of the block segment, then add 1 point from the rating scale. If the litter density is occurring more than 25% of the block segment, then add 2 points from the rating scale. No harmful litter. <p><i>Guideline:</i> Is the litter something you notice, but your eye is not constantly drawn to it? The area has a clean appearance, but does need some attention.</p> | <ul style="list-style-type: none"> Can is functioning, but is full with trash, which can be seen from the eye level. There is no litter above the rain guard. There is some residue from past garbage. Can is in a clean condition, but may have one small isolated instance of a sticker or graffiti, which the eye is not drawn to it. | <ul style="list-style-type: none"> Between 10% - 30% of a 10 step area of the beach block is covered by organic materials, but occurring in no more than 10% of the beach block. If occurring in more than 10% of the entire beach block, then add 1 point. Between 1 and 3 pieces of large organic materials is on the ground. | <u>One</u> instance of fecal matter is present on the public area. |

Cleanliness Index for Beaches

| Index | Litter / Trash | Litter / Garbage Cans | Organic Materials | Fecal Matter |
|-----------------------------------|--|--|--|---|
| 4 Somewhat Dirty | <ul style="list-style-type: none"> • Consistently scattered trash. In a 10 step distance the trash accumulation should account to more than 10 pieces of small litter or over 4 pieces of large litter, but occurring in no more than 10% of the entire block segment. • If the litter density is occurring between 10-25% of the block segment, then add 1 point from the rating scale. • If the litter density is occurring more than 25% of the block segment, then add 2 points from the rating scale. • One instance of harmful litter. <p><i>Guideline:</i> Trash or litter is obvious and your eye is constantly drawn to it. The area is neglected and requires organized cleanup.</p> | <ul style="list-style-type: none"> • Can is full and there is trash above the rain guard. In some cases, there is evidence that there is improper use by the residents. • Can is in a working condition, but contains items such as stickers or graffiti on them. • Can has some damage, such as dents, but is usable. | <ul style="list-style-type: none"> • Between 30% - 50% of a 10 step area of the beach block is covered by organic materials, but occurring in no more than 10% of the beach block. If occurring in more than 10% of the entire beach block, then add 1 point. • Between 4 and 10 pieces of large organic materials is on the ground. | <p>Two instances of fecal matter are present on the public area.</p> |
| 5 Dirty | <ul style="list-style-type: none"> • Consistent accumulation of trash. In a 10 step distance there are multiple piles of trash consisting of more than 10 pieces of small litter or over 4 pieces of large litter, but occurring in no more than 10% of the entire block segment. • If the litter density is occurring between 10-25% of the block segment, then add 1 point from the rating scale. • Two to three instances of harmful litter. | <ul style="list-style-type: none"> • Can is full and there is trash above the rain guard and beginning to overflow since there is no room to put additional trash. There may be evidence of improper use by the residents. • Can has considerable damage, but is usable. • A large area of the can contains items such as stickers or graffiti on them. | <ul style="list-style-type: none"> • Over 50% of a 10 step area of the beach block is covered by organic materials, but occurring in no more than 10% of the beach block. If occurring in more than 10% of the entire beach block, then add 1 point. • Over 10 pieces of large organic materials is on the ground. | <p><u>Three</u> instances of fecal matter are present on the public area.</p> |

Cleanliness Index for Beaches

| Index | Litter / Trash | Litter / Garbage Cans | Organic Materials | Fecal Matter |
|------------------------------------|---|---|--|---|
| 6 Extremely Dirty | <ul style="list-style-type: none"> • Beach block contains a large accumulation of trash and litter. Conditions may be hazardous. • More than three instances of harmful litter. | <ul style="list-style-type: none"> • Can is full and trash has overflowed to the ground. In some cases, there is a rat/rodent/insect infestation. • Can is damaged and needs to be replaced. • Can is covered of items such as stickers or graffiti. | <ul style="list-style-type: none"> • 90-100% of a 10 step area of the beach block is covered with organic material. | <p>Four or more instances of fecal matter are present on the public area.</p> |

Cleanliness Index for Waterways

| Index | Litter / Trash | Organic Materials |
|----------------------------------|---|---|
| 1 Extremely Clean | <ul style="list-style-type: none"> • No litter and/or debris floating on or in the water and up to the high tide watermark. No signs of floating liquid. • No extra-large pieces of litter, such as tires, grocery carts, etc. • No smell is being emitted. | <ul style="list-style-type: none"> • No or isolated instances of small fresh organic material. • No large organic material, such as tree limbs or palm fronds in the water and up to the high tide watermark. |
| 2 Clean | <ul style="list-style-type: none"> • Isolated pieces of litter floating on or in the entire area of water and up to the high tide watermark. No signs of floating liquid. • No extra-large pieces of litter, such as tires, grocery carts, etc. • No smell is being emitted. | <ul style="list-style-type: none"> • Less than 10% of about a 20 sq. foot area of water and up to the high tide watermark is covered by organic material, but occurring in no more than 10% of the entire water area. If occurring in more than 10% of the entire water area up to the high tide watermark, then add 1 point. • No large organic material, such as tree limbs or palm fronds in the water and up to the high tide watermark. |
| 3 Somewhat Clean | <ul style="list-style-type: none"> • Small amount of litter including floating liquids, such as oil. This includes litter floating on the water or in the water and up to the high tide watermark. More than two pieces of litter and less than 5% of about a 20 sq. foot area of water up to the high tide watermark are covered by litter, but occurring in no more than 10% of the entire water area up to the high tide watermark being assessed. • If the litter density is occurring between 10-25% of the water area up to the high tide watermark, then add 1 point from the rating scale. • If the litter density is occurring more than 25% of the water area up to the high tide watermark, then add 2 points from the rating scale. • No extra-large pieces of litter, such as tires, grocery carts, etc. • No smell is being emitted. <p><i>Guideline:</i> Is the litter something you notice, but your eye is not constantly drawn to it? The area has a clean appearance, but does need some attention.</p> | <ul style="list-style-type: none"> • Between 10% - 30% of about a 20 sq. foot area of water and up to the high tide watermark is covered by organic material, but occurring in no more than 10% of the entire water area. If occurring in more than 10% of the entire water area up to the high tide watermark, then add 1 point. • Between 1 and 3 pieces of large organic material, such as tree limbs or palm fronds in the water and up to the high tide watermark. |

Cleanliness Index for Waterways

| Index | Litter / Trash | Organic Materials |
|------------------------------------|---|---|
| 4 Somewhat Dirty | <ul style="list-style-type: none"> • Small to moderate amounts of litter, including floating liquids, such as oil. This includes litter floating on the water or in the water and up to the high tide watermark. Between 5% and 10% of about a 20 sq. foot area of water up to the high tide watermark is covered by litter, but occurring in no more than 10% of the entire water area being assessed. • If the litter density is occurring between 10-25% of the water area up to the high tide watermark, then add 1 point from the rating scale. • If the litter density is occurring more than 25% of the water area up to the high tide watermark, then add 2 points from the rating scale. • No extra-large pieces of litter, such as tires, grocery carts, etc. • Slight unnatural or foul smell is being emitted. <p><i>Guideline:</i> Trash or litter is obvious and your eye is constantly drawn to it.</p> | <ul style="list-style-type: none"> • Between 30% - 50% of about a 20 sq. foot area of water and up to the high tide watermark is covered by organic material, but occurring in no more than 10% of the entire water area up to the high tide watermark. If occurring in more than 10% of the entire water up to the high tide watermark, then add 1 point. • Between 4 and 10 pieces of large organic material, such as tree limbs or palm fronds in the water and up to the high tide watermark. |
| 5 Dirty | <ul style="list-style-type: none"> • Consistent accumulation of trash including floating liquids, such as oil. This includes litter floating on the water or in the water and up to the high tide watermark. Between 10% and 25% of about a 20 sq. foot area of water up to the high tide watermark is covered by litter, but occurring in no more than 10% of the entire water area up to the high tide watermark being assessed. • If the litter density is occurring between 10-25% of the water area up to the high tide watermark, then add 1 point from the rating scale. • One extra-large piece of litter, such as a tire, a grocery cart, etc. • Strong unnatural or foul smell is being emitted. | <ul style="list-style-type: none"> • Over 50% of about a 20 sq. foot area of water and up to the high tide watermark are covered by organic material, but occurring in no more than 10% of the entire water area up to the high tide watermark. If occurring in more than 10% of the entire water area up to the high tide watermark, then add 1 point. • Over 10 pieces of large organic material, such as tree limbs or palm fronds in the water and up to the high tide watermark. |
| 6 Extremely Dirty | <ul style="list-style-type: none"> • Large accumulation of litter and trash including floating liquids, such as oil. Over 25% of about a 20 sq. foot area of water area up to the high tide watermark are covered by litter. This includes litter floating on the water or in the water and up to the high tide watermark. There may be evidence of illegal dumping. • Two or more extra-large pieces of litter, such as tires, a grocery carts, etc. • Very strong unnatural or foul smell is being emitted. | <ul style="list-style-type: none"> • 90-100% of the water and up to the high tide watermark is covered by organic material. |