

MIAMI BEACH

Request for Proposals (RFP) No. 2022-334-WG
Professional Tennis Management and Operations Services at the City's Miami Beach Tennis Center

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SECTION 0100 **INSTRUCTIONS TO PROPOSERS**

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 revenue 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 Periscope S2G (formally known as BidSync) (www.periscopeholdings.com or www.bidsync.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 Periscope S2G must register immediately with Periscope S2G 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 purpose of this RFP is to seek proposals from highly qualified firms interested in providing professional tennis management and operations services for the Miami Beach Tennis Center, located at 501 72nd Street. All services shall be performed in accordance with the terms, conditions, and specifications contained herein and any resulting agreement.

Any resulting agreement for professional tennis management and operation of the Miami Beach Tennis Center shall include tennis instruction, operations and maintenance of the tennis courts and center, 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. The scope of work is more fully defined in Appendix A.

BACKGROUND. On August 30, 2017, the City and Van Daalen Tennis, LLC executed the one (1) year pilot agreement to provide Tennis Programming at the City's Miami Beach Tennis Center. On June 6, 2018, the Mayor and City Commission adopted Resolution No. 2018-30330, approving Amendment No. 1, extending the Agreement.

On October 16, 2019, the Mayor and City Commission adopted Resolution No. 2049-31029, accepting the City Manager's recommendation and waived, by 5/7th vote, the competitive bidding requirement extending the expiration date of the Agreement to September 30, 2020, and included two (2) successive one (1) year renewal terms at the City's option. The Agreement is presently scheduled to expire on September 30, 2022.

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

RFP Issued	May 4, 2022
Pre-Proposal Meeting	May 13, 2022 @ 10:00AM EST
Deadline for Receipt of Questions	May 24, 2022 @ 5:00PM EST
Responses Due	June 2, 2022 @ 3:00PM EST
Evaluation Committee Review	TBD
Proposer Presentations	TBD (if applicable)
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

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

Procurement Contact:
William Garviso, CPPB

Telephone:
9305) 673-7000 37490

Email:
WilliamGarviso@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via email 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. Attendance for the pre-proposal meeting **shall be via telephone** and recommended as a source of information but is not mandatory. Proposers interested in participating in the Pre-Proposal Meeting must follow these steps:

- (1) Dial the TELEPHONE NUMBER: +1 786-636-1480 (Toll-free North America)
- (2) Enter the MEETING NUMBER 372 981 427#

Proposers who are participating via telephone should send an email 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 the 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 *Periscope S2G*. Any prospective proposer who has received this RFP by any means other than through *Periscope S2G* must register immediately with *Periscope S2G* 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. 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 auditor's notes for each of their last two complete fiscal years).

9. 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.

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10. DETERMINATION OF AWARD. The City Manager may appoint an evaluation committee to assist in the evaluation of proposals received. The evaluation committee is advisory only to the City Manager. The City Manager may consider the information provided by the evaluation committee process and/or may utilize other information deemed relevant. The City Manager's recommendation need not be consistent with the information provided by the evaluation committee process. The City Manager also 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 Manager may recommend to the City Commission the Proposer (s) the Manager deems to be in the best interest of the City, or may recommend rejection of all proposals. 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.

11. 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.

12. E-VERIFY. As a contractor you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Therefore, you shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

13. PERISCOPE S2G (FORMERLY BIDS SYNC). The Procurement Department utilizes Periscope S2G, Supplier-to-Government electronic bidding (e-Bid) platform. If you would like to be notified of available competitive solicitations released by the City you must register and complete your vendor qualifications through Periscope S2G, Supplier-to-Government www.bidsync.com/Miami-Beach. Registration is easy and will only take a few minutes. For detailed instructions on how to register, complete vendor qualifications and submit electronic bids visit <https://www.miamibeachfl.gov/city-hall/procurement/for-approval-how-to-become-a-vendor/>.

Should you have any questions regarding this system or registration, please visit the above link or contact Periscope S2G, Supplier-to-Government at support@bidsync.com or 800.990.9339, option 1, option 1.

14. HOW TO MANAGE OR CREATE A VENDOR PROFILE ON VENDOR SELF SERVICE (VSS). In addition to registering with Periscope S2G, the City encourages vendors to register with our online Vendor Self-Service web page, allowing City vendors to easily update contacts, attachments (W-9), and commodity information. The Vendor Self-Service (VSS) webpage (<https://selfservice.miamibeachfl.gov/vss/Vendors/default.aspx>) will also provide you with purchase orders and payment information.

Should you have any questions and/or comments, do not hesitate to submit them to vendorsupport@miamibeachfl.gov

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15. SUPPLIER DIVERSITY. In an effort to increase the number and diversity of supplier options in the procurement of goods and services, the City has established a registry of LGBT-owned businesses, as certified by the National LGBT Chamber of Commerce (NGLCC) and small and disadvantaged businesses, as certified by Miami-Dade County. See authorizing resolutions [here](#).

If your company is certified as an LGBT-owned business by NGLCC, or as a small or disadvantaged business by Miami-Dade County, click on the link below to be added to the City's supplier registry (Vendor Self-Service) and bid system (Periscope S2G, Supplier-to-Government). These are two different systems and it is important that you register for both.

Click to see acceptable certification and to register: <https://www.miamibeachfl.gov/city-hall/procurement/how-to-become-a-vendor/>.

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SECTION 0200

GENERAL CONDITIONS

TERMS & CONDITIONS –SERVICES. By virtue of submitting a proposal in response to this solicitation, Proposer agrees to be bound by and in compliance with the Terms and Conditions for Services (version dated April 13, 2020), incorporated herein, which may be found at the following link:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

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SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. ELECTRONIC RESPONSES (ONLY). Proposals must be submitted electronically through Periscope S2G (formerly BidSync) on or before the date and time indicated. Hard copy proposals or proposals received through email or facsimile are not acceptable and will be rejected.

A proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for proposal submittals. The City will only consider the latest version of the bid.

Electronic proposal submissions may require the uploading of attachments. All documents should be attached as separate files in accordance with the instructions included in Section 4, below. Attachments containing embedded documents or proprietary file extensions are prohibited. It is the Proposer's responsibility to assure that its proposal, including all attachments, is uploaded successfully.

Only proposal submittals received, and time stamped by Periscope S2G (formerly BidSync) prior to the proposal submittal deadline shall be accepted as timely submitted. Late bids cannot be submitted and will not be accepted. Bidders are cautioned to allow sufficient time for the submittal of bids and uploading of attachments. Any technical issues must be submitted to Periscope S2G (formerly BidSync) by contacting (800) 990-9339 (toll free) or S2G@periscopeholdings.com. The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

It is the sole responsibility of each Proposer to ensure its proposal is successfully submitted in BidSync prior to the deadline for proposal submittals.

2. NON-RESPONSIVENESS. Failure to submit the following requirements shall result in a determination of non-responsiveness. Non-responsive proposals will not be considered.

1. Bid Submittal Questionnaire
2. Revenue Proposal (Tab 5).

3. OMITTED OR ADDITIONAL INFORMATION. Failure to include the Bid Submittal Questionnaire (completed and submitted electronically) and the Revenue Proposal shall render a proposal non-responsive. Non-Responsive proposals will not be considered. With the exception of the Bid Submittal Questionnaire (completed and submitted electronically) and the Revenue Proposal, the City reserves the right to seek any omitted information/documentation or any 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. Failure to submit any omitted or additional information in accordance with the City's request shall result in proposal being deemed non-responsive.

4. ELECTRONIC 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 tabs, and sections as specified below. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic proposal shall be submitted through the "Line Items" attachment tab in Periscope S2G.

TAB 1 Table of Contents & Cover Letter

- 1.1 Table of Contents.** Include a table of contents that indicates all submittals and corresponding page number(s) for each.
- 1.2 Cover Letter.** The cover letter must indicate Proposer and Proposer's primary contact for the purposes of this solicitation.

TAB 2 Experience & Qualifications

2.1 Qualifications of Proposing Firm. Submit detailed information regarding the relevant experience and proven track record of the firm or its principals providing direct and hands-on tennis center facility management and operations similar to that of the Miami Beach Tennis Center, including but not limited to:

- Pro shop operations, including scheduling or managing tennis lessons and programs, equipment repairs, food and beverage, and merchandise sales.
- Tennis facility and management operations inclusive of tennis program development and management.
- Experience and qualifications in developing tennis programming, academies, tournaments, and community activations similar to municipal tennis centers.
- Evidence of tennis (hard surface and clay) court maintenance experience and operations. Such evidence aligns with the tennis court manufacturer's maintenance standards for the tennis facility. If the management company hires a third-party subcontractor to maintain the clay courts, said third party must be included as part of this proposal. Such subcontractors must present documented evidence of experience in this field. This requirement requires verifiable expertise through prior employment confirmation, copies of previous agreements, or other documents verifying the required expertise.
- Evidence of facility maintenance experience and operations inclusive of landscaping.
- Playing experience will not be given equal weight to proven facility management and operation experience.

For each project that the Proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contacts, contact telephone & email, and year(s) and term of engagement. For each project, identify whether the experience is for the firm or for a principal (include the name of the principal).

2.2 Qualifications of Proposer Team. Provide an organizational chart of all personnel and sub-consultants, 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:

- Certified Tennis Professionals by USPTA, USTA, USPTR, or equivalent.
- A resume of key personnel, including education, experience, and any other pertinent information, shall be included for each proposal team member to be assigned to this Contract.
- Evidence of experience with direct management of tennis centers similar in nature to that of the Miami Beach Tennis Center

For each project that the Proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contacts, contact telephone & email, and year(s) and term of engagement.

2.3 Qualifications of Head Teaching Professional. Provide a resume, including education, experience, and any other pertinent information for the Head Teaching Professional for this project if awarded, including any membership or certification by USPTA, USTA, USPTR, or equivalent. The Head Tennis Professional or Center Manager(s) must possess knowledge and experience in tennis instruction and related activities, facility management, tennis court maintenance and related activities, and an understanding of the legal requirements involved in this type of operation.

For each project that the Proposer submits as evidence of similar experience, the following is required: project

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description, agency name, agency contacts, contact telephone & email, and year(s) and term of engagement.

TAB 3 Approach and Methodology

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

3.2 Business Plan. Submit a detailed Business Plan which describes the means and methods the Proposer will utilize to assure success and a high degree of customer satisfaction with the operation and maintenance of the tennis courts (clay and hardcourts), pro shop, the food and beverage concessions, instructional and other personnel, tennis programming, and other tennis related operations.

TAB 4 Public Benefit

Other Value-Added Public Benefits. Proposers must submit detailed information on how they 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 such as summer camps, after school programs, special events, tournaments, and other services or events.

TAB 5 Revenue Proposal

Submit completed Revenue Proposal Form (Appendix B).

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SECTION 0400

PROPOSAL EVALUATION

1. EVALUATION OF PROPOSALS. . EVALUATION OF PROPOSALS. All responsive proposals will be evaluated in accordance with this section. If more than one proposal is received, the City Manager may appoint an Evaluation Committee to consider and provide feedback on the qualitative factors of each proposal. 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. In the evaluation of proposals, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. Failure to provide the requested information within the time prescribed may result in the disqualification of the proposal.

2. QUALITATIVE FACTORS (QUALIFICATIONS, SCOPE, AND APPROACH). The Evaluation Committee shall only consider qualitative factors. The Evaluation Committee shall not consider quantitative factors (e.g. revenue/cost proposal, veterans preference, etc.) in its review of proposals. The Evaluation Committee’s role is solely in an advisory capacity to the City Manager. The results of the Evaluation Committee process do not constitute an award recommendation. The City Manager may utilize, but is not bound by, the results of the Evaluation Committee process, as well as consider any feedback or information provided by staff, consultants, or any other third-party, as well as consideration of the quantitative factors, in developing an award recommendation to be presented to the City Commission for consideration. In its review of proposals received, the Evaluation Committee may review and score all proposals, with or without conducting interview sessions, in accordance with the following criteria. The Procurement Department will assign points for Veteran’s Preference, pursuant to Section 2-374 of the City Code, as applicable.

Qualitative Criteria		Maximum Points
Experience and Qualifications		35
Approach and Methodology		35
Public Benefit		10
TOTAL AVAILABLE POINTS for Qualitative Criteria		80
Quantitative Criteria		Maximum Points
Revenue Proposal		20
Veteran’s Preference Points		5
TOTAL AVAILABLE POINTS for Qualitative, Quantitative, and Veteran’s Preference Criteria		105

3. QUANTITATIVE FACTORS. Quantitative factors shall not be considered by the Evaluation Committee. Quantitative factors will be considered by the City Manager in preparing a recommendation to the City Commission. In considering quantitative factors, the City Manager may also consider any feedback or information provided by staff, consultants, or any other third party in developing an award recommendation in accordance with Sub-section 5 below.

Revenue Proposal Evaluation. The Revenue proposal points 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 (revenue 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

4. EVALUATION COMMITTEE RANKING FOR QUALITATIVE AND QUANTITATIVE FACTORS. The sum of qualitative and quantitative scores will be converted to rankings in accordance with the example below.

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

5. DETERMINATION OF AWARD. The City Manager shall consider qualitative and quantitative factors, in accordance with Sub-section 2 and 3 above, to recommend the proposer(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 information provided by the evaluation committee process 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 Manager 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 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.

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APPENDIX A

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Scope of Work

2022-334-WG

Professional Tennis Management
and Operations Services at the City's
Miami Beach Tennis Center

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

A1. Scope of Work.

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

1. PREMISES TO BE MANAGED

The City-owned Miami Beach Tennis Center, located at 501 72nd Street, together with all buildings, improvements, and fixtures 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 the successful Proposer assuming operations. The successful Proposer and City will agree on baseline conditions for the facility with the expectation for the Tennis Center to be returned to the City in the same condition.

- Miami Beach Tennis Center – 10 Welch clay hydro courts + 2 hard surface tennis courts + 4 pickleball courts within the two hard surface tennis courts with Musco lighting, pro-shop/concession office, locker rooms, outdoor patio seating in the park parking lot.

Present Tennis Center Hours

Monday – Friday 7:30 AM – 8:00 PM

Saturday – Sunday 7:30 AM – 5:00 PM

*City reserves the right to adjust hours when necessary

2. SERVICES TO BE PROVIDED AND MANAGEMENT COMPANY STANDARDS

The operation of the Miami Beach 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 particular food and beverages offered by the City's exclusive vending concessionaire's Agreement, as such Agreement mentions explicitly 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 tennis center activities. Services shall include, but not be limited to:

- Provide, promote, develop, 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 an 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 and summer camp participants, at no cost to the City.
- Provide fee waivers and/or fee reductions in pricing for programs (i.e., clinics, academies, lessons, camps, etc.) for those City of Miami Beach residents from low socio-economic backgrounds who qualify.

- Provide free and/or affordable programming for Miami Beach residents with disabilities (i.e., Wheelchair Tennis) and for Miami Beach senior residents.
- 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 tennis game to promote the Center. Such demonstrations may be either for a fee or free of charge, depending on the mutual advance agreement of the City.
- Establishment and manage tournaments, including those requested by the City, including participation in establishing specific needs for individual tournaments.
- Promote youth programming by establishing recreational, intermediate, and advanced/tournament training.
- Provide advice to the City on changes regarding the tennis industry in general, tennis rules and regulations, equipment, and promotional methods associated with public tennis facilities.
- Provide adult programming to the community.

Overall Management of the City's Miami Beach Tennis Center while utilizing tennis software system approved by the City of Miami Beach Parks and Recreation Department to which the City will have access and administrative rights and will own all information contained by the software system to track reservations, financials, memberships, concessions, merchandise, etc. and in accordance with City directives and policies including but not limited to:

- a. Tennis/pickleball court reservation services (online, walk-up, phone). Online reservation system must have all courts visible and available for online court booking.
- b. Tennis/pickleball membership services.
- c. Facility programming registration – including but not limited to lessons, youth and adult programming, leagues, and clinics.
- d. Facility/court monitoring to prevent lessons and/or programming from occurring while courts are closed
- e. Facility court usage prioritization for the public - which may include but is not limited to:
 - Restricting lesson/clinic/programming courts not to exceed 50% of available courts (5 clay courts and 1 hard surface court) during "peak times" until 10 minutes after the hour, and no tennis patrons are waiting for a court. Exceeding 50% of courts during non-peak hours to be pre-approved by the City.
 - Court visibility and/or blocking of courts in the software system will not be permitted to limit users from accessing the courts.

- f. Food and beverage concession/ service acceptable to the City.
- g. Pro shop operations.
- h. Daily and routine maintenance and/or replacement of the buildings, facilities, courts, machinery, and grounds as determined by the City, which may include but is not limited to:
 - Windscreens
 - Nets (inclusive of pickleball nets)
 - Lines
 - Weeds and Algae on Courts
 - Restrooms
 - Pro Shop and Facility Cleanliness
 - Litter Control
 - Interior Landscaping
 - Interior furniture (including but not limited to benches, umbrellas, tables)
- i. Booking of local, regional and state, international, or charity tennis tournaments.
- j. Marketing, promotion, and advertising of the City's Miami Beach Tennis Center to residents, day guests, and Miami Beach hotels. All marketing material is to be preapproved by a City of Miami Beach representative.
- k. Provision of summer and specialty camps based on the established City of Miami Beach Parks and Recreation Department's format.
- l. Must adhere to the City of Miami Beach's established tennis center fees, regulations, and rules.
- m. Tennis professionals must possess and maintain an up-to-date Business Tax Receipt (aka- Occupational License) and Tennis Professional Certification USPTA, USTA, USPTR, and/or equivalent prior to beginning work at the center.
- n. Collection and accounting of all revenues through a City approved Tennis software system.
- o. Payment and accounting of all expenses in a timely manner.
- p. Formulation and implementation of operating programs, business plans, and budgets.
- q. Positive customer service experience based on established City of Miami Beach service excellence standards (answering phones, emails, etc.)
- r. Handling 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 and employment contracts, which must be provided to the City before the beginning of employment at the center. Also see Section I: Screening, Interviewing, Testing and Training
- s. Preparation of monthly and annual Financial Statements, which the City reserves the right to audit at any time.
- t. Operate the City's Miami Beach Tennis Center as determined by established professional tennis management best practices and the City, including having a manager and/or tennis director on-site during all operational or open hours to handle day-to-day operations and customer concerns.
- u. At a 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 Miami Beach Tennis Center. The Proposer 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 Proposer 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. If court maintenance deficiencies are found by City staff, the City may require court inspections from an outside vendor at the expense of the Proposer.

- v. Proposer must supply its 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.
- w. Proposer 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 successful Proposer shall provide all maintenance services required herein in a workmanlike and professional manner; shall conform to professional and industry standards; shall keep all areas clean, orderly, and safe condition that is satisfactory to the City at all times. Proposer 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 Proposer 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 successful Proposer 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 staffing plan must be approved by the City. 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 herein to the City. The Proposer 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 Proposer must provide a copy of the personnel contract detailing the terms of employment for coaches, instructors, maintenance, and, office staff personnel.

- The successful Proposer must have a Head Tennis Professional and/or Center Manager(s) with knowledge and experience in tennis instruction and related activities, facility management, tennis court maintenance, and related activities.

The Proposer and its sub-contractors employees shall be clean, courteous, qualified, efficient and neat. The Proposer or its 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 Proposer agrees to remove from service any employee or subcontractor'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) Electric Leaf Blowers pursuant to Resolution 2017-29867
<https://docmgmt.miamibeachfl.gov/WebLink/DocView.aspx?id=157361&dbid=0>
- b) Trimmers
- c) Hot water/pressure washing
- d) Trash cans with rollers
- e) Brooms & pans
- f) Rakes
- g) Ice Machine
- h) Giliberti Tennis Court Grooming Cart
- i) Court grooming materials (i.e. Aussie Sweeps, rollers, etc.)
- j) 8-foot ladders (at least 2)
- k) Tool Box

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 successful Proposer 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 with the performance of this Contract.

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

5. Maintenance Supplies

- a) The Proposer 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 Proposer 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, replacement windscreens, and hardware.
- c) All products and supplies used and furnished must conform to the highest industry standards.
- d) The Proposer will be responsible for supplying garbage bags and be responsible for all costs associated with trash removal.
- e) The Proposer shall provide the designated City staff, with 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 Proposer 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 Miami Beach Tennis Center. All communications shall be directed to the appropriate City staff for approval.

7. Safety Regulations

The Proposer 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 Proposer 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 Payroll	24 hours
Personnel External Instruction	24 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:

- Warning notice to complete corrective action after one (1) notification
- \$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 with the staffing plan approved by the City.
- Personnel Payroll – Failure to pay personnel in a timely manner and based on the terms specified in the Personnel Contract.
- Personnel External Instruction – The Proposer is responsible for ensuring that any external instruction engaged in by personnel must not be such as to directly or indirectly compete with the Tennis Center's business which includes private coaching and/or instruction at other City-owned neighborhood tennis courts unless approved by the City.
- 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 comprehensive program management 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 previously 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 successful Proposer'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.

Reporting Requirements

The successful Proposer 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.

9.4 Daily Activity Report

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

9.5 Monthly Activity Report

9.5.1 The Proposer shall provide a monthly activity report/revenue report which shall be submitted to the City by the 10th day of each month.

9.5.2 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, bank statements and other performance measures as determined by the City.

9.5.3 The monthly report shall also include a work plan to adequately address Continuous Quality Improvement goals in the Proposer's QC/QA management plan.

9.5.4 The City reserves the right to add, delete or modify the data collected in order to adequately monitor the performance of the Proposer.

The reporting of all revenues and expenses will be timely and on a monthly basis.

9.6 Annual Report

The Proposer 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...

10. Minimum Guarantee (MG)

In consideration of the City executing the Contract and granting the rights provided in the Contract, the successful Proposer shall pay to the City a Minimum Guaranteed Annual Concession Fee (MG), to be paid on a monthly basis. Under no circumstance will the MG be less than seventy-two thousand dollars (\$72,000) annually. In the event that the City chooses to extend the term of the Agreement for any renewal term(s), the MG may be increased in a manner to be negotiated between the City and the successful Proposer. The Proposer must successfully demonstrate as part of the submission package the following:

- How the MG will be achieved with programming court restrictions during operating hours not to exceed 50% usage
- How the MG will be achieved when courts are out of service for repair and/or construction and programming courts would be affected to not exceed 50% usage
- How the MG will be achieved if courts are utilized for City-sponsored events
- How the MG will be achieved if membership caps are set

11. Percentage of Gross (PG)

In addition to the Minimum Guarantee, within fifteen days from the last day of each month, the City shall be entitled to an additional monthly payment, based upon a percentage of the total Gross Revenues (as defined herein) as it cumulatively accrues during each Contract Year ("Contract Year Gross Revenues"), due upon the Contract Year Gross Revenues exceeding the threshold of \$700,000.00 ("Percentage Gross" or "PG"), as determined by the Contract Year Gross Revenues accrued as of the last day of each month, as follows: a. a payment equal to 5% of Contract Year Gross Revenue when said Contract Year Gross Revenues exceed the total sum of \$700,000.00. Commencing October 1st of each Contract Year, Contract Year Gross Revenues reset to zero and start to accrue again for the purposes of calculating PG.

12. Gross Revenue

The pre-established percentage of the Gross Revenue collected will be due to the City for services, including but not limited to:

- Youth and Adult Programming
- Tennis lessons, instruction, clinics
- Court rental fees (inclusive of pickleball courts)
- Sales
- Pro Shop
- Stringing Services
- Tournaments and tournament registration fees
- Food and beverage concessions
- Leagues
- Corporate/Special Events
- Ball Machine Rentals
- Court Booking & Light Fees
- Memberships

13. Performance Bond or Alternate Security

The successful Proposer 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 Proposer's performance in accordance with the provisions of the Contract. 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 Contract, or as may be provided by applicable law.

14. Program Registration and Payment

All program registration shall be done by the tennis software system approved by the City of Miami Beach Parks and Recreation Department to which the City will have access and administrative rights and will own all information contained by the software system. The Proposer must include the details of the software to be used and the proven benefit of utilizing such software.

15. Fees Structure

The Proposer will collect all revenues generated at the City's Miami Beach 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, and 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. Fees are subject to change per CPI increase (refer to Appendix B, Paragraph 2.0).

ANNUAL MEMBERSHIP	RESIDENT	NON-RESIDENT
Adult (Single)	\$277	\$652
Senior Citizen (65 and older)	\$194	\$514
Youth (under 18)	\$83	\$321
Family (2 adults/2 youth under 18) (Each additional youth \$50)	\$597	\$1,424
Light Fee	included with membership	
 COURT RENTAL	 RESIDENT	 NON-RESIDENT
Adults/Youth/Senior	\$8	\$14
 LIGHT FEE	 RESIDENT	 NON-RESIDENT
Adults/Youth/Senior (For those without Annual Membership)	\$4	\$4

**Above fees inclusive of 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, Miami Beach 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 the employee's full name, working hours, and optional phone number to call. When an 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 starts with a greeting
- Email signatures (email) will include the name, title, department, division, and contact number.
- Activate the email Out-of-Office Assistance when away from the office for an extended period of time.
- Acknowledge emails 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 the 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 of 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 for 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 Miami Beach 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 Proposer to cooperatively produce such events. The Proposer 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 Proposer will provide, at no charge, a minimum of 168 court days for City sanctioned events. If additional courts are required that exceed the minimum of 168 court days a usage fee of \$138.50 per court, per day shall be applied. This usage fee shall be subject to a CPI increase (refer to Appendix B, Paragraph 10). The City at any time may require the use of all courts at no cost to the City with the approval of the City Commission. Paid members of the Miami Beach Tennis Center will have access to play at the Flamingo Park Tennis Center throughout the duration in which courts are impacted by the City sanctioned special event. The City grants the Proposer a first right of refusal to retain any income related to the special event and/or production as it pertains to food and beverage concessions, stringing, and merchandise sales. The Proposer agrees that facility usage for events may include the 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 Proposer prove to be unsuccessful, the Proposer shall cease and desist operations during the term of, and in the area of the special event and/or production.

20. Corporate Responsibility

The Proposer shall provide a "Corporate Responsibility Plan", which describes in sufficient detail how the Proposer 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 Proposer'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 Proposer's "Corporate Responsibility Plan" should address (but not necessarily be limited to) the following:

- A. The Proposer'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 of which are required under this RFP, what other benefits, programs, and/or other compensation or incentives does the proposer offer to its employees?
- B. In addition to subsection (A) above, describe any other programs that the Proposer maintains for the welfare and benefit of its employees.
- C. Is the Proposer a responsible corporate citizen and, to that end, what contribution(s) does the Proposer make to the community(ies) in which it currently does business? Describe how the Proposer 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 Proposer has either established or (if established) that the Proposer actively participates in.
- D. Is the Proposer's firm environmentally conscious; include any efforts and/or programs and/or initiatives that the Proposer has established, either within its firm or in the community, which demonstrate the Proposer'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 Proposer 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 Proposer's commitment to hiring as many qualified Miami Beach residents as possible.

21. Screening, Interviewing, Testing, and Training:

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

- Proposer shall use best efforts to transition existing contracted employees who choose to migrate to the Proposer. The City shall bear no responsibility for any transitioned employee.
- 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 Proposer, 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

22. Special Conditions

22.1. Term of Contract. The Contract shall commence upon the effective date of the fully executed Agreement and shall be effective for three (3) years.

22.2. Option to Renew with Price Adjustment: The Contract may be extended for an additional two (2), one (1) year terms, on a year-to-year basis, at the sole discretion of the City Manager. Prior to completion of each exercised contract term, the City may consider an adjustment to price based on Consumer Price Index increase. A change shall not be more than the percentage increase or decrease in the Consumer Price Index CPI-U (all urban areas) computed 60 days prior to the anniversary date of the Contract.

It is the successful Proposer's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the Proposer's request for adjustment should be submitted 60 days prior to the expiration of the then-current contract term.

The adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the Proposer, the City will assume that the Proposer has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered. Continuation of the Contract beyond the initial period, and any option subsequently

exercised, is a City prerogative, and not a right of the successful Proposer.

22.3. Protection of Property. The successful Proposer 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 Proposer 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 Proposer, its employees, or agents.

22.4. 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.

22.5. Examination of Sites Recommended. Prior to submitting its offer, it is advisable that the Proposer visit the sites of the proposed work and become familiar with any conditions which may in any manner affect the services to be performed or affect the equipment, materials, and or labor required. The Proposer is also advised to examine carefully the specifications and become thoroughly aware of 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 a lack of knowledge of these conditions.

APPENDIX B

MIAMI BEACH

Revenue Proposal Form

2022-334-WG

Professional Tennis Management
and Operations Services at the City's
Miami Beach Tennis Center

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

**APPENDIX B
REVENUE PROPOSAL FORM**

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

Proposer affirms that the prices stated on the revenue proposal form below represent the entire cost 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 (**Appendix B**) shall be completed in its entirety. All corrections on the Revenue Proposal Form (**Appendix B**) shall be initialed.

MINIMUM GUARANTEED REVENUE TO THE CITY (MG)				
See Minimum Guarantee (Appendix A , Paragraph 10)				
	Description	A	B	C (A x B = C)
1	Minimum Guarantee (no less than \$72,000 annually)	\$/_____/monthly	12 months	\$/_____/Year*

*The Total Annual Minimum Guarantee shall be utilized to allocate Cost Points in the Evaluation of Proposals.

APPENDIX C

MIAMI BEACH

Insurance Requirements

2022-334-WG

Professional Tennis Management
and Operations Services at the City's
Miami Beach Tennis Center

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

MIAMI BEACH

INSURANCE REQUIREMENTS

The successful Proposer shall maintain the below required insurance in effect prior to awarding the Contract and for the duration of the Contract. The maintenance of proper insurance coverage is a material element of the Contract and failure to maintain or renew coverage may be treated as a material breach of the Contract, which could result in withholding of payments or termination of the Contract.

- A. Worker's Compensation Insurance for all employees of the Proposer as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease.
- B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.
- C. Automobile Liability Insurance covering any automobile, if Proposer has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.

Exemptions – A letter from the Proposer is required stating that there are 3 or less employees in order to waive Workers' Compensation insurance requirement. If there are no automobiles being used in connection with the Contract, then the Proposer shall confirm this information in a letter. If the Proposer will be using automobiles, but does not own any autos, then a letter from the Proposer shall be submitted along with hired and non-owned automobile liability coverage.

Additional Insured - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the successful Proposer including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the insurance.

Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Proposer agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – The successful Proposer shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this Contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Proposer's obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 4668 – ECM #35050
New York, NY 10163-4668

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this Agreement.

EXHIBIT A

MIAMI BEACH

Cleanliness Index Standards

2022-334-WG

Professional Tennis Management and
Operations Services at the City's Miami
Beach Tennis Center

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

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.