

CITY OF LIGHTHOUSE POINT
REQUEST FOR PROPOSAL

Sealed proposals will be received until February 1, 2022, at 2:30 P.M., local time, in the Office of the City Clerk, located in the Lighthouse Point City Hall, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064. Proposals will be publicly opened and read aloud immediately thereafter in the Office of the City Clerk:

“Tennis Center Management and Operations”
RFP # 2022-001

The City is soliciting proposals from qualified tennis management firms for the management, promotion, operation, and tennis instruction for the Lighthouse Point Tennis Center. The term of the agreement will be for 3 years, with 3 one-year renewals thereafter. The Lighthouse Point Tennis Center consists of nine (9) professional fast-dry courts for day play in which seven (7) are lit for night play. The City’s Tennis Center includes a Pro Shop, indoor rental space, and shared public bathrooms. The City invites qualified firms to submit proposals, detailing their qualifications and experience for consideration to provide services as the Tennis Center Management and Operations Contractor (herein “Proposer”). The Selected Proposer will perform, at a minimum, the following scope of services:

1. Operate a Tennis Pro Shop selling tennis equipment and other usual accessories of the game of tennis and repair tennis equipment (racquets, etc.) in a proper manner. This includes ordering equipment, maintaining inventory, handling purchase transactions (including the acceptance of payments in forms other than cash), and general customer service. The Selected Proposer is responsible to staff the Pro Shop during all times the Tennis Center is in operation.
2. Give instruction in the game of tennis to any member(s) of the Lighthouse Point Tennis Center or non-member(s) at a charge to be determined by the Selected Proposer and approved in advance by the City’s Recreation Director.
3. Develop and organize leagues, tournaments, socials, member relations, and junior camps including summer and winter camps.
4. Optimize visitor participation and new memberships by providing quality facilities, tennis instruction, friendly service, and quality merchandise, at reasonable prices, thus resulting in the highest quality of service possible.
5. Duties and responsibilities of the Selected Proposer are to provide full time, on-site management for the Tennis Center and all of its operations. The Selected Proposer will be available during all times the Tennis Center is in operation.
6. The Selected Proposer and all its agents, employees, and subcontractors intended to provide services to the City pursuant to this RFP must pass a Level 2 background check.
7. The Selected Proposer shall manage and maintain an inventory of tennis related goods and merchandise for public sale at the Pro Shop including, but not limited to recreational and competitive tennis wear, training accessories and equipment supplied by major brands in the tennis industry.
8. The Selected Proposer shall maintain the Tennis Center in a clean, safe, and sanitary condition and in accordance with CDC guidelines when applicable.

Proposers hereby represents to the City, with full knowledge that the City is relying upon these representations when submitting a proposal, that the Proposer has the professional expertise, experience, and manpower to perform the services requested.

As an independent contractor, the Tennis Center Management and Operations Contractor will receive compensation from memberships, court fees, lessons, equipment sales, and special events. The Selected Proposer, for the privilege of holding the contract with the City, will remit a fixed dollar amount to the City. The amount offered must be stated in your proposal.

The City intends to provide maintenance at the Tennis Center. The Proposer may provide a fee to offer such services to include in their proposal.

Bidding blanks, filing instructions, and specifications may be obtained in the Office of the City Clerk. This bid is advertised on www.demandstar.com and in the newspaper of record, Sun Sentinel.

It will be the sole responsibility of the Proposer to clearly mark proposal as such, and ensure that the proposal reaches the City prior to the opening date and time listed. One (1) flash drive, one (1) original and four (4) copies must be submitted in

sealed packaging and clearly marked “**SEALED PROPOSAL RFP # 2022-001 – TENNIS CENTER MANAGEMENT AND OPERATIONS**” on all packaging, including any outer shipping package or envelope. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

The City of Lighthouse Point reserves the right to reject any and all proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any proposal as they deem to be in the best interest of the City of Lighthouse Point or the City may reject proposals and re-advertise.

Contact the Office of the City Clerk at 954-943-6500 or lhadmin@lighthousepoint.com with any questions concerning this Request for Proposal.

Office of the City Clerk

Advertised: Sunday, January 2, 2022

SECTION 1: INSTRUCTIONS TO PROPOSERS

The following instructions are given for the purpose of guiding Proposers in properly preparing their proposals. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

1. **QUALIFICATIONS OF PROPOSERS:** No proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Lighthouse Point, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Lighthouse Point. Must have experience as a head professional or assistant professional in a municipal or club setting for at least three (3) years.

2. **PERSONAL INVESTIGATION:** Proposers shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps or from the City staff shall relieve Proposers from any risk or from fulfilling all terms of the contract.

3. **INCONSISTENCIES:** Any seeming inconsistency between different provisions of specifications, proposal or contract, or any point requiring explanation must be inquired into by the Proposer, in writing, at least ten (10) days prior to the time set for opening proposals. After proposals are opened, the Proposers shall abide by the decision of the City Administrator or designee as to such interpretation.

4. **ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the specifications or other contract documents will be made orally to any Proposer. Proposers must request from the City Clerk such interpretation in writing. To be considered, such request must be received at least ten (10) days prior to the date fixed for the opening of proposals. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent to all prospective Proposers (at the address furnished for such purpose) not later than five (5) days prior to the date fixed for the opening of proposals. Failure of any Proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under his proposal as submitted. All addenda so issued shall become a part of the contract document. Proposer shall verify all addenda before submitting his proposal. Failure by the City to respond to an inquiry shall not excuse a late or incomplete submission.

5. **PUBLIC ENTITY CRIMES -** 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 on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

6. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate who has been placed on the Florida Department of Management Services' Discriminatory Vendor List may not submit a proposal.

7. **LEGAL CONDITIONS:** Proposers are notified to familiarize themselves with the provisions of the laws and regulations of the State of Florida, applicable ordinances of Broward County, and with the provisions in the Charter and the ordinances of the City of Lighthouse Point, including without limitation those relating to tennis programs. Any omissions or inconsistencies herein shall not relieve Proposer of any obligations to comply with such applicable laws, at Proposer expenses.

8. **FORMS OF PROPOSALS:** Sealed proposals will be received until Tuesday, February 1, 2022 at 2:30 p.m. local time, in the Office of the City Clerk, located in the Lighthouse Point City Hall, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064. Each proposal and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all the blanks filled in. One (1) original, one (1) flash drive, and four (4) copies must be enclosed in a sealed envelope when submitted to the Office of the City Clerk, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064, and all outer packaging must show the name of the Proposer and be clearly marked **"SEALED PROPOSAL RFP NO. 2022-001 – TENNIS CENTER MANAGEMENT AND OPERATIONS."** The proposal must be signed by one duly authorized to do so. No proposal will be accepted, for any reason whatsoever, which is not submitted to the Office of the City Clerk as stated above, within the specified time.

9. BID BOND: Not required

10. FILLING IN PROPOSALS: All blanks must be written in the proposal and all proposals must fully cover all items for which Proposers are asked and no other. Proposers are required to state the names and places of residence of all persons interested, and if no other person is interested, the Proposer shall distinctly state such fact and shall state that the proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the proposal.

11. PROPOSALS FIRM FOR ACCEPTANCE: Proposer warrants, by virtue of submitting proposal, that the proposal and the services stated in the proposal will be firm for acceptance by the City of Lighthouse Point for a period of ninety (90) days from the date of proposal opening.

12. WITHDRAWALS: Any Proposer may, without prejudice to itself, withdraw their proposal at any time prior to the expiration of the time during which proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the proposal. After expiration of the period for receiving proposals, no proposal can be withdrawn, modified, or explained, and any such withdrawal, or attempt to modify or explain a proposal, shall result in the forfeiture of the bid bond, if any.

13. CAUSES FOR REJECTION: No proposal will be canvassed, considered, or accepted which, in the opinion of the City Administrator, is informal or unbalanced, or contains inadequate or unreasonable proposals. Any alteration, erasure, interlineations, or failure to specify proposals for all items called for in the schedule shall render the proposal informal.

14. REJECTION OF PROPOSALS: The City reserves the right to reject any proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer is properly qualified to carry out the obligations and to provide the services work contemplated. Any or all proposals will be rejected, if there is reason to believe that collusion exists among Proposers. A proposal will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City of Lighthouse Point reserves the right to reject any and all Proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any proposal, and to waive such technical errors as may be deemed to be in the best interest of the City, or the City may reject proposals and re-advertise.

15. AWARD OF PROPOSAL: The City will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with the proposal requirements and mandatory document submissions. The selection committee will evaluate proposals and select the Proposer that meets the best interest of the City, and will make a recommendation of Award of Contract to the City Commission. In the event the Proposer(s) does not execute an Agreement with the City within thirty (30) days upon award of the proposal by the City Commission or provides information that the proposer cannot do so, the award may be canceled and, in the sole discretion of the City, awarded to the next rated responsible proposer at the discretion of the City Commission. If this occurs, the second rated proposer shall fulfill every stipulation as if the original party to whom award was made.

16. AGREEMENT: The Proposer to whom award is made shall execute a written contract for the management and operations of the Tennis Center.

17. AUDIT OF CONTRACTOR'S RECORDS: Upon award, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years. The City may also require submittal of the records, at no cost to the City, from the Contractor, the subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the Request for Proposal and contract provisions. Failure of the Contractor to comply with these requirements may result in disqualification or suspension from bidding for future contracts or disapproval as a subcontractor at the option of the City. The Contractor shall assure that their subcontractor will provide access to his records pertaining to the project upon request by the City.

18. QUESTIONS ABOUT THE RFP: Questions regarding the project or the proposal process shall be directed in writing to the Office of the City Clerk, City of Lighthouse Point, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064, by fax

954-784-3446 or lhpadmin@lighthousepoint.com no later than January 21, 2022 at 2:00 p.m. local time.

19. Pursuant to Broward County Ordinance 2011-19, Lobbyists, and any of their principals or employers attending such meeting, are required to complete a Contact Log contemporaneously with the meeting. City of Lighthouse Point Ordinance 2011-0897, requires Lobbyists to register with the City PRIOR to engaging in lobbyist activities within the City. Contact with personnel of the City of Lighthouse Point other than the City Clerk or designated representative regarding the RFP shall be grounds for elimination and disqualification from the selection process.

SECTION 2: BACKGROUND

Information on the City of Lighthouse Point:

Lighthouse Point is a small city with a population of 11,200 and is characterized by informal affluence and a leisurely pace. The City is laced with myriad canals, and is bordered on its east by the Intracoastal Waterway and the west border is Federal Highway. It has been incorporated as a city since 1956. Police and fire protection are excellent and the City successfully operates its own library. Lighthouse Point prides itself with being one of the safest in the State of Florida and with one of the lowest operating millage rates in Broward County. There are approximately 400 businesses including apartment buildings and restaurants.

The makeup of primarily older residents has changed over the years; young families have moved in, making parks and recreation a more vital motivation for expansion of those services. Recreation amenities include Dan Witt Park, which is currently closed until March, 2022, as construction of a much-needed community center began in May.

The community is very pro athletics in Lighthouse Point so the City offers many choices for youth and adults including soccer, flag football, baseball/softball, lacrosse, adult kickball, and tennis.

Also offered for the families are events such as Family Sports Day, concerts with food trucks, Halloween at the Park with a costume contest, and Lighthouse A'Glow, which is a holiday family event offered the first Wednesday of December.

Besides Dan Witt Park, DeGroff Park is located at the north end of the City; this is an environmental park with a nature trail, and Exchange Club Park at the south end is shared with the City of Pompano Beach. Both of those parks face the Intracoastal Waterway. There are also several mini parks throughout the City.

Frank McDonough Park, which houses the Lighthouse Point Tennis Center, is located off Sample Road, which is in the central part of Lighthouse Point. Frank McDonough Park has soccer fields, volleyball and basketball courts, a racquetball court, an exercise area, and a playground with pavilions. Most of the family events take place at this park.

Tennis Center:

The Lighthouse Point Tennis Center is located at the southern end of Frank McDonough Park. It serves the entire Lighthouse Point tennis community and offers a year-round program of events and activities for its members, from the youngest junior to the seasoned veteran player. It has 9 clay courts, 7 of which are lighted for evening play. The Pro Shop is well stocked with racquets, balls, and offers racquet restringing services. The facility is available for rental with a kitchen and tables with seating. The Tennis Center has convenient hours, open 7 days a week, from 8:00 a.m.-8:30 p.m. Mondays through Thursdays; 8:00 a.m.-6:30 p.m. Fridays; and 8:00 a.m.-5:00 p.m. Saturdays and Sundays.

Aerial view of the Lighthouse Point Tennis Center



The tennis membership amounting to approximately 230 active members consists mainly of 150 singles residents and non-residents, 60 couples memberships of residents and non-residents, and more nominal numbers of family, junior, and seasonal memberships. The last quarter (July 1, 2021-September 30, 2021) the attendance was 1,799:

Type	Residency	7/1/2021 – 9/30/2021
*Punch Pass	Resident	9
Couple	Non Resident	101
Couple	Resident	600
Family	Non Resident	29
Family	Resident	45
Singles	Non Resident	288
Singles	Resident	766
Juniors	NA	0
Seasonal	NA	0

The fee schedule for membership is as follows, and the City will continue to set the membership fees:

Type	Resident	Non-Resident
Singles	\$356.07	\$619.25
Couples	\$596.00	\$1,039.53
Family	\$710.58	\$1,236.91
Junior	\$42.20	\$76.09
Seasonal	\$249.04	\$389.17

*As noted above, there is the option for non-members/guests to pay fees with a punch pass (5 swipes on their card) \$40.00 for residents and \$60.00 for non-residents, or \$8.00 per day for residents, and \$12.00 per day for non-residents.

The mission of the Tennis Center Fund is to provide high quality, innovative, and fun tennis programs and services for all members and residents. The membership revenue for the last 5 years is:

	2020	2019	2018	2017	2016
Membership	50,684.07	62,672.52	64,235.79	49,695.81	56,100.40
Daily Use	12,138.51	18,324.93	16,189.84	16,715.46	15,391.69

Scope of Work:

1. Operate a Tennis Pro Shop selling tennis equipment and other usual accessories of the game of tennis and repair tennis equipment (racquets, etc.) in a proper manner. This includes ordering equipment, maintaining inventory, handling purchase transactions (including the acceptance of payments in forms other than cash), and general customer service. The Selected Proposer is responsible to staff the Pro Shop during all times the Tennis Centers is in operation.
2. Give instruction in the game of tennis to any member(s) of the Lighthouse Point Tennis Center or non-member(s) at a charge to be determined by the Selected Proposer and approved in advance by the City's Recreation Director.
3. Develop and organize leagues, tournaments, socials, member relations, and junior camps including summer and winter camps.
4. Optimize visitor participation and new memberships by providing quality facilities, tennis instruction, friendly service, and quality merchandise, at reasonable prices, thus resulting in the highest quality of service possible.
5. Duties and responsibilities of the Selected Proposer are to provide full time, on-site management for the Tennis Center and all of its operations. The Selected Proposer will be available during all times the Tennis Center is in operation.

The Selected Proposer and all its agents, employees, and subcontractors intended to provide services to the City pursuant to this RFP must pass a Level 2 background check.

6. The Selected Proposer shall manage and maintain an inventory of tennis related goods and merchandise for public sale at the Pro Shop including, but not limited to recreational and competitive tennis wear, training accessories and equipment supplied by major brands in the tennis industry.
7. The Selected Proposer shall maintain the Tennis Center in a clean, safe, and sanitary condition.

SECTION 3: INSURANCE REQUIREMENTS

1. The Selected Proposer shall provide Comprehensive General or Commercial Liability Insurance, including the City of Lighthouse Point, as an additional insured, with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. The Selected Proposer shall provide Two Million Dollar (\$2,000,000.00) annual aggregate Comprehensive General Liability coverage. City shall be named as an additional insured. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.
2. Contractor agrees to maintain Commercial General Liability with Athletic Participant liability coverage at policy sub-limit of liability not less than \$100,000 each Occurrence and \$100,000 Annual Aggregate.
3. Contractor agrees to maintain Commercial General Liability with Sexual Abuse or Molestation coverage at a policy sub-limit of liability not less than \$100,000 Each Occurrence and \$100,000 Annual Aggregate.
4. Commercial Blanket-Fidelity Crime Bond: Contractor agrees to maintain a Commercial Fidelity Bond for employee theft and dishonesty on a Blanket Basis at a limit not less than \$25,000. This bond or theft coverage shall be specifically endorsed to cover "Third-Party "liability including an endorsement evidencing a third-party beneficiary clause in favor of City. The bond shall include a minimum twelve (12) month "Discovery Period" when written on a Loss Sustained basis.
5. Certificates of Insurance: Before commencing performance of the Agreement, the Selected Proposer shall furnish the City of Lighthouse Point a duplicate policy of Certificate of Insurance for the required insurance as specified above, which shall contain the following:
 - a) Name of insurance carrier(s)
 - b) Effective and expiration dates of policies
 - c) Thirty (30) days written notice by carrier of any cancellation or material change in policy
 - d) Duplicate Policy or Certificates of Insurance stating that the interests of the City of Lighthouse Point, Florida, is included as an additional named insured, and specifying the project/location.

Such insurance shall apply despite any insurance which the City of Lighthouse Point may carry in its own name.

6. The Selected Proposer must require all of its subcontractors to provide the aforementioned coverage as well as any other coverages that the Selected Proposer may consider necessary, and any deficiency in the coverages or policy limits of any subcontractors will be the sole responsibility of the Contractor.

SECTION 4: SELECTION PROCESS

The Selection Committee will evaluate the proposals, references, and company information provided by Proposers, as contained in their proposals. Each firm should submit documents that provide evidence of capability and willingness to provide the services required for review. The score shall be determined by the Selection Committee at a meeting, portions of which may involve presentations by Proposers or question and answer sessions involving Proposers that are exempt from Florida's public meeting requirements pursuant to Section 286.0113, Florida Statutes. Certain information that is exempt from public records pursuant to Section 119.071(1)(b) or (c), Florida Statutes, may not be disclosed during such meeting. The Selection Committee will rank proposers on a weighted score. The Selection Committee will present their findings to the City Commission for confirmation.

Proposers shall provide a cover letter of interest and a complete resume showing all work history and certification and educational levels. The letter must include complete contact information (address, telephone, email, etc.) Pertinent information regarding USPTA membership must also be included in the proposal. A minimum of three (3) references pertaining to work as a Tennis Professional must be included in all proposals. Proposer must be a USPTA certified member "in good standing" with not less than three (3) years-experience as a Tennis Professional at a municipal, resort, or daily fee type tennis center.

Selection Criteria	Points
Experience and Qualifications	30
Methodology and Business Plan	30
Fixed Dollar Amount Proposal	40
Maximum Points	100

Qualifications and Experience (Max 30 Points)

- Proposer shall provide the following: a list of similar programs shall be submitted with a brief description of the scope of services. An overview of the program should include the length of time or duration of the program, the location of the program, and reason for termination of the program, outcome of the program and estimated fees for these programs.
- Proposer shall include descriptions of certifications, training, licenses, etc.
- Experience as a head professional or assistant professional in a municipal or club setting for at least three (3) years. Proposer must provide documentation evidencing such experience.
- Proposer shall provide information on its experience managing retail operations, including maintaining business records, inventory control, and payroll.
- Proposer must be a USPTA Certified Professional.
- Proposer shall provide the number of other USPTA Certified Professional staff over the age of eighteen (18) and describe their responsibilities; and submit the credentials and training of other non-USPTA Certified Professional staff and describe their responsibilities.
- Proposer shall provide evidence of ability to obtain all licenses and permits.
- Proposer shall provide a maximum of three (3) references for similar work including name, address, telephone number and e-mail for each.

Technical Approach and Business Plan (Max 30 Points)

A general overview of the proposer's approach should be submitted showing how the Proposer will get the operations started for the Tennis Center, and of the Tennis Pro Shop, and how they will build the program. The Selected Proposer will be required to provide top-quality tennis opportunities and instruction in all areas of participation, including private, group lessons, and junior programs as well as services such as tennis merchandise, sales, racquet stringing, ball machine rental, etc. Therefore, the Proposer shall submit a business plan in their proposal explaining their customer service philosophy, plans to market and advertise the Tennis Center to increase memberships, and plans to maintain and monitor customer satisfaction. In addition, the proposed costs to the public for the following program elements shall be included in the proposal:

- Private lessons per hour
- Group lessons per person per hour

- League participation (per season) per person per division

Price/Fees to Perform Services (Max 40 Points)

- Proposer shall provide a breakdown of costs for managing the Tennis Center (including the Tennis Pro Shop and if providing court maintenance)
- Proposer shall provide proposed fees to be paid back to the City
- Provide a detailed budget and cost proposal

SECTION 5: PROPOSAL PACKAGE

Each Proposer is required to complete and submit the following information with their proposal:

- A. Proposal Form
- B. Summary of Qualifications
- C. Drug-Free Workplace Form
- D. Non-Collusion Affidavit
- E. Scrutinized Company Certification, Pursuant to Florida Statute 287.135.
- F. E-Verify Form, pursuant to Florida Statute 448.095.
- G. Documentation from State of Florida Division of Corporations confirming that Proposer is authorized to do business in the State of Florida
- H. Additional information such as qualifications, references, technical information, and company information, etc.

ATTACHMENT A

PROPOSAL FORM

THIS SECTION MUST BE ANNOTATED AND RETURNED WITH THE PROPOSAL

TO THE CITY OF LIGHTHOUSE POINT, FLORIDA

The Selected Proposer shall provide a cover letter of interest and a complete resume showing all work history and certification and educational levels. In your letter, include your complete contact information (address, telephone, email, etc.) Pertinent information regarding USPTA membership must also be included in the proposal. A minimum of three (3) references pertaining to work, as a Tennis Professional, must be included in all proposals. Proposer must be a USPTA certified member "in good standing" and a head professional or assistant professional in a municipal or club setting for at least three (3) years.

Provide three (3) work related references:

Name	Relationship	Email	Address	Phone Number

State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business, and the address of the place of business (Post Office Box is inappropriate). IF A CORPORATION, state the name of the President, Secretary, and Resident Agent. IF A PARTNERSHIP, state the names of all partners. IF A TRADE NAME, state the names of the individuals who do business under the trade name. If the firm is a foreign corporation (i.e., non-Florida), it must be authorized to do business in the State of Florida by the Florida Secretary of State.

PLEASE PRINT OR TYPE

Firm Name: _____

Address: _____

Telephone: _____ Fax: _____

(Name) _____ (Title) _____

(Name) _____ (Title) _____

COST PROPOSAL

For the privilege of obtaining the contract for Head Tennis Professional, the following amounts will be paid to the City of Lighthouse Point:

Minimum Fee to be Paid to the City Per Year 1 \$_____

Year 2 \$_____

Year 3 \$_____

Describe payment schedule proposed for Minimum Yearly Fee to be remitted to the City (monthly, quarterly, etc.):

Describe plan and payment schedule for Proposer to offer daily court maintenance:

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

The undersigned Proposer acknowledges that he/she may be required to furnish additional information as deemed necessary by the Office of the City Clerk, to update his/her records should he be awarded the Contract described above. The undersigned Proposer affirms items necessary to complete the Work described has been obtained, that he/she has or will obtain all required permits and licenses from the appropriate agencies, and that his/her firm is authorized to do business in the State of Florida. The undersigned Proposer has not divulged to, discussed, or compared this proposal with other Proposers, and has not colluded with any other Proposer or parties to a proposal whatsoever. Further, the undersigned guarantees the truth and accuracy of all statements and answers contained in this Proposal.

The undersigned acknowledges receipt of the Addenda listed below (if applicable) and further acknowledges that the provisions of each Addendum have been included in the preparation for this proposal.

For the privilege of obtaining the contract for the management and operations

The undersigned acknowledges receipt of the Addenda listed below (if applicable) and further acknowledges that the provisions of each Addendum have been included in the preparation for this Bid.

<u>Addendum No.</u>	<u>Date Received</u>	<u>Addendum No.</u>	<u>Date Received</u>
_____	_____	_____	_____
_____	_____	_____	_____

DATE:_____

FOR:_____

(Witness - Print or Type Name)

BY: _____
(Signature)

(Witness – Print or Type Name)

(Print Name)

TITLE: President () Vice-President ()

(Corporate Seal)

ATTACHMENT B
SUMMARY OF QUALIFICATIONS

Number of years your company has been in business: _____

List of similar projects, locations, and dates of completion:

Project	Location	Date Completed	Contact Name/Phone #
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Has this company ever failed to complete work awarded to it? _____. If yes, where, when and why?

Will you subcontract any part of the work? _____

Provide Written Description Qualifications: (Attached company brochure or fact sheet, and resumes of key personnel)

Insurance Information:

- A. Workmen's Compensation -
limit per accident \$ _____
- B. Comprehensive General Liability -
limit per occurrence \$ _____
- C. Business and Automotive Liability-
limit per occurrence \$ _____
- D. Sexual abuse and Molestation Liability-
limit per occurrence \$ _____
- E. Employee Theft and Dishonesty Bond-
limit per occurrence \$ _____

(Selected Proposer will be required to furnish documentation if awarded the contract)

Is this company a subsidiary? _____

If yes, name of Parent company _____

Names of principals or officers:

_____	_____
Name	Title

_____	_____
Name	Title

Names of principals or officers of Parent Company, if any:

_____	_____
Name	Title

Names of principals or officers of Primary Subcontractor, if any:

_____	_____
Name	Title

Proposer: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email: _____

By: _____

Signature

Printed Name, Title

ATTACHMENT C

DRUG-FREE WORKPLACE CERTIFICATION OF COMPLIANCE

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under bid a copy of the statement specified in subsection (1).
4. Notify the employee that in accordance with the statement specified in subsection (1), as a condition of working on the contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature

Print Name

Title

Date

STATE OF FLORIDA)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Agreement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2022.

NOTARY SEAL

Signature of Notary Public

My Commission Expires:

Printed Name of Notary Public

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____ the Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted, or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lighthouse Point, Florida or any person interested in the proposed Agreement; and
5. The cost Proposals in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Print Name

Title

Date

STATE OF FLORIDA)
) SS
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Agreement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2022.

Notary Seal _____
Signature of Notary Public _____

My Commission Expires: _____
Printed Name of Notary Public _____

ATTACHMENT E

CERTIFICATION PURSUANT TO FLORIDA STATUTE 287.135

I, _____, on behalf of _____,
Print Name and Title Company Name

Certify that _____
Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Company Name

Signature

Print Name

Title

ATTACHMENT F

E-Verify Form for All Solicitations:

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: Tennis Center Management and Operations

Project No.: RFP 2022-001

1. Definitions:

“*Contractor*” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“*Subcontractor*” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;
and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Lighthouse Point. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Lighthouse Point; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors

to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____, by _____ on behalf of _____.
He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial number