

**CITY OF CORAL GABLES, FL**  
**FINANCE DEPARTMENT / PROCUREMENT DIVISION**  
405 Biltmore Way – Coral Gables, FL 33134



**REQUEST TO QUALIFY**  
**RTQ 2020-010-6**

**Professional Tennis Instructors**

Original Issue Date:	September 1, 2023
Submittal Due Date/Time:	OPEN
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# CITY OF CORAL GABLES, FL

2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155  
FINANCE DEPARTMENT / PROCUREMENT DIVISION  
Tel: 305-460-5102, Fax: 305-261-1601

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 Finance Department / Procurement Division  
 Tel: 305-460-5102 / Fax: 305-261-1601

## PROFESSIONAL'S ACKNOWLEDGEMENT

<p><b>RTQ Title: Professional Tennis Instructors</b></p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p><b>RTQ No. 2020-010-6</b></p> <p>A cone of silence is in effect with respect to this RTQ. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.</p>	<p>Contact: Andrea Chung                  Title: Procurement Specialist                  Telephone: 305-441-5745                  Email: <a href="mailto:achung2@coralgables.com">achung2@coralgables.com</a>                  / <a href="mailto:contracts@coralgables.com">contracts@coralgables.com</a></p>
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Professional's Name:	FEIN or SS Number:
Complete Mailing Address:	Telephone No.:
	Cellular No.:
Indicate type of organization below: Corporation: ___ Partnership: ___ Individual: ___ Other: ___	Fax No.:
	Email:

**ATTENTION: THIS FORM ALONG WITH ALL REQUIRED RTQ FORMS MUST BE COMPLETED, SIGNED (PERFERABLY IN BLUE INK), AND SUBMITTED WITH THE RESPONSE PRIOR TO THE SUBMITTAL DEADLINE. FAILURE TO DO SO MAY DEEM PROFESSIONAL AS NON-RESPONSIVE.**

THE PROFESSIONAL CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE RTQ DOCUMENTS AND THAT THE PROFESSIONAL HAS MADE NO CHANGES IN THE RTQ DOCUMENT AS RECEIVED. THE PROFESSIONAL FURTHER AGREES IF THE RESPONSE IS ACCEPTED, THE PROFESSIONAL WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE PROFESSIONAL AND THE CITY OF CORAL GABLES FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS RTQ PERTAINS. FURTHER, BY SIGNING BELOW PREFERABLY IN **BLUE INK**, ALL RTQ PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. THE UNDERSIGNED HEREBY DECLARES (OR CERTIFIES) ACKNOWLEDGEMENT OF THESE REQUIREMENTS AND THAT HE/SHE IS AUTHORIZED TO BIND PERFORMANCE OF THIS RTQ FOR THE ABOVE PROFESSIONAL.

\_\_\_\_\_  
*Authorized Name and Signature*                      *Title*                      *Date*

# **SOLICITATION SUBMISSION CHECKLIST**

**Request to Qualify (RTQ) No. 2020-010-6**

COMPANY NAME: (Please Print): \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Please provide the PAGE NUMBER in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:**

## **SUBMITTAL - SECTION I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.**

- 1) Title Page: Show the RTQ number and title, your full name, address, telephone number, contact information including telephone, e-mail address, and date. PAGE # \_\_\_\_\_
- 2) Provide a Table of Contents in accordance with and in the same order as the respective "Sections" listed below. Clearly identify the material by section and page number. PAGE # \_\_\_\_\_
- 3) Fill out, sign, and submit the Professional's Acknowledgement Form. PAGE # \_\_\_\_\_
- 4) Fill out and submit the Solicitation Submission Check List. PAGE # \_\_\_\_\_
- 5) Fill out, sign, notarize (as applicable), and submit the Professional's Affidavit and Schedules A through H. \_\_\_\_\_
- 6) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. PAGE # \_\_\_\_\_
- 7) Indicate whether the Professional is a State of Florida and/or County Certified Small Business or Minority Business Enterprise. If so, indicate the certifying organization or jurisdiction and include a copy of the certification with your submittal. PAGE # \_\_\_\_\_

## **SUBMITTAL - SECTION II: EXPERIENCE AND QUALIFICATIONS**

- 1) Professional's Qualification including but not limited to a complete work history and description of their experience with Tennis Employment; the number of years of tennis experience; a list of the places where they have worked/coached and references. PAGE # \_\_\_\_\_
- 2) Professional's Professional Certifications with any and all Tennis organizations. Including the United States Professional Tennis Association (USPTA), United States Tennis Association (USTA), and the Professional Tennis Registry (PTR). PAGE # \_\_\_\_\_

# **SECTION 1**

## **Request to Qualify (RTQ) No. 2020-010-6**

### **1.0: INTRODUCTION TO REQUEST TO QUALIFY**

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#### **1.1 Invitation**

Thank you for your interest in this Request to Qualify (“RTQ”). The City of Coral Gables (the “City”), through its Procurement Division invites responses (“Submittals” / “Responses”) from Individuals (“Professionals/Participants”) who offer to provide the services described in Section 2.0 “Scope of Services”.

This RTQ will establish a list of pre-qualified professionals to be used in the Tennis Professional pool to provide instructional services. Placement on this list is not a contract between the City and professionals, but an acknowledgment that the professionals meet the qualifications as outlined in this RTQ. Submittals will be accepted throughout the term of the RTQ for placement on the pre-qualified list.

Throughout this RTQ, the terms “must”, “shall”, and “will” denote mandatory requirements. Any response that does not meet the mandatory requirements will not qualify for entry into the pool.

#### **1.2 Contract Terms and Conditions**

The Participant(s) selected to provide the service(s) requested herein (the “Successful Professional(s)”) after successful approval in the pool, shall be required to execute a Contract or a Professional Services Agreement (“Agreement”/ “Contract”) with the City in substantially the same form as the Agreement included as part of this RTQ, if applicable.

The term(s) of the Agreement shall continue until February 1, 2028 with the option to renew for two (2) additional one (1) year periods.

The City shall have the right to terminate this contract pursuant to Section 1.13 of this solicitation. Continuation of the Contract beyond the initial period is a City prerogative; not a right of the Professional. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

##### **A. CONDITIONS FOR RENEWAL**

Each renewal of this contract is subject to the following:

- (1) Continued satisfactory performance and compliance with the specifications, terms and conditions established herein.
- (2) Availability of funds.

##### **B. CONTRACT EXTENSION**

The City reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the contract period and will notify the contractor in writing of the extension.

#### **1.3 Additional Information or Clarification**

The Professionals must thoroughly examine each section of this RTQ. If there is any doubt or obscurity as to the meaning of any part of the RTQ, the Professionals may request clarification by WRITTEN

REQUEST via Infor [Supplier Services webpage](#) prior to the Deadline for Written Questions. The Professionals are responsible for downloading the RTQ documents provided by the City.

Interpretations or clarifications in response to such questions will be issued in the form of a **WRITTEN ADDENDUM** via INFOR prior to the response submission date. **Bidders must register via INFOR to ensure receipt of any addendum issued to the solicitation.** Failure to acknowledge receipt of addendum may result in disqualification of qualifications submitted.

No person is authorized to give oral interpretations of, or make oral changes to the RTQ. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made. Where there appears to be conflict between the RTQ and any addenda issued, the last addendum issued shall prevail.

Professionals should not rely on any representations, statements or explanations other than those made in this RTQ or in any written addendum to this RTQ.

#### **1.4. Method of Award**

Award of this project will be made to all responsive and responsible Professional(s), who have the minimum qualifications required in Section 3.0 and meet the requirements listed in Section 2.0 based on the criteria outlined in this solicitation. The City in its sole discretion will determine if it is in the best interest of the City to move forward with the award.

#### **1.5 Award of an Agreement**

Agreements may be awarded to the Successful Professional(s) by the City Commission or City Manager, as applicable, to the most responsible, responsive Professionals meeting all specifications. Should the award be made to the Professional(s), the City will strictly enforce all the provisions of the resulting Contract, including penalty clauses for any service or quality problems. The Professional(s) shall not be permitted a rate increase as a result of an artificial low-price Proposal submitted in anticipation of requesting rate increases from the City after the contract award than otherwise provided in the contract. Non-performance shall result in cancellation of the contract with the Professional(s). The City reserves the right to execute or not execute Agreement(s) with the Successful Professional(s) if it is determined to be in the best interest of the City.

#### **1.6 Agreement Execution**

By submitting a Response, the Professional(s) agree to be bound to and execute the Agreement for this solicitation. Without diminishing the foregoing, the Professional(s) may request clarification and submit comments concerning the Agreement for the City's consideration. Only comments and proposed revisions included within the Response will be considered by the City. Any comments identified after the Response has been received may not be considered by the City. Furthermore, any requests to negotiate provisions of the Agreement not identified in the Response after the Response has been received, may be grounds for removal from further consideration for award. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiations process.

Failure of the successful Professional(s) to execute a contract within thirty (30) days after the notification of award may, at the City's sole discretion, constitute a default. However, the Agreement must be executed no later than one hundred twenty (120) days, based upon the requirements set forth in the RTQ through action taken by the City Commission at a duly authorized meeting. If a Professional awarded the Agreement fails to enter into the contract as herein provided, the award may be declared null and void, and the Agreement awarded to the most responsible, responsive Professional(s), or re-advertised, as determined by the City.

### **1.7 Unauthorized Work**

Any unauthorized work performed by the Successful Professional(s) shall be deemed non compensable by the City.

### **1.8 Changes/Alterations**

Professionals may change or withdraw a Response at any time **prior to** the Response Submission Deadline. All changes or withdrawals shall be made in writing to the Procurement Division as specified in this IFB. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response Submission Date.

### **1.9 Discrepancies, Errors, and Omissions**

Any discrepancies, errors, or ambiguities in the RTQ or addenda (if any) should be reported in writing to the City's Procurement Division in the manner prescribed in the RTQ. Should it be necessary, the City will issue a written addendum via **Infor** to the RTQ clarifying such conflicts or ambiguities.

### **1.10 Disqualifications**

The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Professional. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request to Qualify.

Any Responses submitted by a Professional who is in arrears (money owed) to the City or where the City has an open claim against a Professional for monies owed the City at the time of response submission, will be rejected as non-responsive and shall not be considered for award.

### **1.11 Professional Expenditures**

Professional(s) understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses to this RTQ are exclusively at the expense of the Professionals. The City shall not pay or reimburse any expenditure, or any other expense incurred by any Professional in preparation of a Response or anticipation of a contract award or to maintain the approved status of the Successful Professionals if an Agreement is awarded.

### **1.12 Financial Stability and Strength**

The Professional(s) must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the goods and/or services required herein.

In determining a Professional(s) responsibility and ability to perform the Contract, the City has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Professional, the Professional's record with environmental regulations, and the claims/litigation history of the Professional. The City reserves the right to consider third party information (e.g. Dun & Bradstreet's Supplier Reports or similar) in determination of capacity.

Professionals **may** be required to submit financial statements for each of their last two (2) complete fiscal years within five (5) calendar days, upon written request. Such statements should include, at a minimum, Balance Sheets (Statements of Financial Position) and Statements of Profit and Loss (Statement of Net Income). When the Response submittal is from a joint venture, each Professional involved in the joint venture must submit financial statements as indicated above. Statements shall be certified by an independent Certified Public Accountant.

Any Professional may be declared non-responsive who, at the time of response submission, is involved in an ongoing bankruptcy as a debtor; or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Professional under federal bankruptcy law, or any state insolvency.

**1.13 Contract Termination**

The City, by written notice, may terminate in whole or part any Agreement resulting from this competitive solicitation, when such action is in the best interest of the City. If the Agreement is so terminated, the City shall be liable only for payment for services rendered prior to the effective date of termination. The City may, by written notice to the Successful Professional(s), terminate the Agreement if a Successful Professional has been found to have failed to perform his/her services in a manner satisfactory to the City. The City may terminate the Agreement for convenience at any time by providing thirty (30) days written notice to the Professional. In the event the Professional is found to be in default, the Successful Professional will be paid for all labor and materials provided as of the termination date only after City has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

**1.14 Contract Administrator**

The City's Parks and Recreation Department shall be responsible for administering the Agreement, monitoring, and evaluating the service. The Successful Professional(s) will report to the City's authorized representative.

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# **SECTION 2**

## **Request to Qualify (RTQ) No. 2020-010-6**

### **2.0 SCOPE OF SERVICES**

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#### **2.1 INTRODUCTION**

It is the intent of the City through this Request to Qualify, to contract with a passionate, highly motivated, skilled teaching tennis instructors for the William H. Kerdyk Biltmore and Salvadore Tennis Centers. The City will hire Professionals who will establish, promote and provide full-service, first-class programming and learning opportunities for tennis enthusiasts.

It is the intent of the City to qualify a pool of Professionals for different experience levels for this RTQ. The City will evaluate the submittals and determine what professional level the Professionals are qualified for.

As indicated above, the services will be performed at two (2) facilities located in the City. The facilities are:

- The William H. Kerdyk Biltmore, which is a public tennis establishment, is situated at 1150 Anastasia Avenue Ave, Coral Gables, FL 33134. The Facility has ten (10) lighted public tennis courts.
- The Salvadore Tennis Center, which is also a public tennis establishment is situated at 1122 Andalusia Ave, Coral Gables, FL 33134. The Facility has thirteen (13) lighted public tennis courts.

#### **2.2 TYPES OF SERVICES:**

The types of services are outlined in but not limited to in the Scope of Services.

Teaching staff responsibilities will vary according to the position. Basic requirements for all teaching staff include the following:

- 2.3.1.1 Maintaining a full schedule of tennis lessons for adults and juniors.
- 2.3.1.2 Promoting tennis center programs and lessons to increase participation.
- 2.3.1.3 Monitoring student's progress.
- 2.3.1.4 Motivating students using first-class teaching techniques.
- 2.3.1.5 Providing exemplary customer service to members, residents and tennis center guests.

All services will be performed upon request by the City. The Professional(s) shall be available for programming as directed by the Professional Tennis Operations Supervisor. (The Professional(s) will be able to provide upon request of the City, to include but not limited to the following services at a level of availability at the discretion of the City).

a) **Instruction:**

Instruction includes, but is not limited to, the communication, demonstration, coaching and any act of educating students in the techniques, rules, fundamentals and methods used in the game of tennis. Such instruction shall be subject to the guidelines and restrictions as set forth in the City's Tennis Facility Use Policy (Appendix "A"). The Professional will be responsible for preparing and conducting all lessons. Lessons should consist of unique content that is safe, enjoyable and appropriate for the student's skill level(s). Lessons shall conform to all

United States Professional Tennis Association (USPTA) and/or Professional Tennis Registry (PTR) guidelines for the student's skill level. Lesson instruction will be provided in different settings, distinguishable by the number of students, and the general format of the lessons as defined below.

**(i) Programs/Clinics/Groups:**

Consist of lessons with typically five (5) or more students. Clinics are generally programmed in up to twelve (12) meeting sessions with each meeting lasting up to two (2) hours.

Clinics/Groups are coordinated and sold through the City. The minimum level of participation will be at the discretion of the City.

The City will regulate and establish the fees for Programs/Clinic/Groups.

**(ii) Camps:**

Generally, consist of lessons with typically six (6) to ten (10) students who meet for extended periods within a condensed timeframe. Typically, camps are four (4) to eight (8) hours per day for a single week lasting a total of five (5) days. Instruction is similar to that found in Clinics, but generally more in depth.

Camps are coordinated and sold through the City. The minimum level of participation will be at the discretion of the City.

The City will regulate and establish the fees for Camps.

**(iii) Semi-Private Lessons:**

Consist of lessons with two (2) to four (4) students. Lessons are conducted between the Professional and the students on behalf of the City of Coral Gables with regards to schedule, course content and expectations.

Semi-private lessons may be coordinated and sold through the Professional or the City of Coral Gables, with the Professional renting the courts from the City.

The students pay the Professional directly for the service, without compensation to the Professional from the City.

The City will regulate and establish the fees the Professional(s) may charge for semi-private lessons.

**(iv) Private Lessons:**

Private lessons may be arranged directly between the Professional and student with regards to schedule, course content and expectations on behalf of the City of Coral Gables.

Private lessons may be coordinated and sold through the Professional on behalf of the City of Coral Gables, with the Professional renting the courts from the City.

The student pays the Professional(s) directly for the service, without compensation to the Professional from the City.

The City will regulate and establish the fees the Professional may charge for private lessons.

**(b) Coordination**

The City may require coordination services to include but not limited to the development, setup and onsite supervision of tennis programs, tournaments and special events. Such services will be requested of the Professional as needed for specific event(s).

**(c) Tennis Racquet Stringing**

The City will require tennis racquet stringing services for customers. Such services will be compensated at the rate established in the Fee Resolution as approved by the City Commission. The City will provide the necessary materials and supplies for racquet stringing. Services shall be provided with a maximum of twenty-four (24) hour turn-around time.

**2.3 COMPENSATION**

The City reserves the right to change or alter the fees listed below at its sole discretion of fee resolution, five (5) year plan.

These advertised fees **must** be charged and unaltered. Any Professional that alters or changes lesson fees is subject to suspension or termination.

All court fees **must** be paid at the completion of the lesson(s).

**2.4.1 Compensation for Basic Services**

Professionals will be compensated for each service based upon the units of service performed at the rate of the position held.

In full consideration of the services of the Professional(s), compensation for the coordination or instruction of clinics, groups, after-school programs, camps and special events, etc. will be as follows:

Bi-weekly the Professional shall invoice the City for the basic services rendered. Invoice templates will be provided by the Professional Tennis Operations Supervisor or his/her designee.

Description of Services	Compensation	Unit
Tier 1 Professional (When coordinating a program only)	\$40.00	Per Hour
Tier 2 Professional (When coordinating a program)	\$35.00	Per Hour
Tier 3 Professional	Not Eligible	Not Eligible
(When coordinating a program)		
Part Time Professional (When coordinating a program)	Not Eligible	Not Eligible
Summer Tennis Camp Coordination (By Program Coordinator)	\$40.00	Per Hour
Tier 1 Professional (When instructing a program)	\$30.00	Per Hour
Tier 2 Professional (When instructing a program)	\$30.00	Per Hour

Tier 3 Professional (When instructing a program)	\$30.00	Per Hour
Part -Time Professional (When instructing a program)	\$15.00 - \$25.00	Per Hour
Tier 1 Professional (When instructing a Camp)	\$25.00	Per Hour
Tier 2 Professional (When instructing a Camp)	\$25.00	Per Hour
Tier 3 Professional (When instructing a Camp)	\$25.00	Per Hour
Part -Time Professional (When instructing a Camp)	\$15.00 - \$25.00	Per Hour
Off Court Planning/Coordinating Professional Services (Supervisor Approved)	\$15.00 - \$25.00	Per Hour
Tennis Racquet Stringing Service	\$11.00	Per Racquet

#### 2.4.2 Compensation and Use of Tennis Courts for Private Instruction

The Professional(s) shall, at the City's request, have access to utilize the tennis courts to provide private tennis instruction to the public. Such instruction shall be subject to the guidelines and restrictions as set forth in the City's Tennis Facility Use Policy (Appendix "A"). For such private instruction, the Professional(s) will rent the court(s) from the City. At the completion of the instruction, the Professional(s) must pay court rental fees to the Tennis Centers. The Professional(s) will provide the instruction as a separate service between the client and the Professional(s).

The City reserves the right to collect private class fees if the Director or his/her assignee deems it necessary. In this case the Professional would invoice the City in the same template as for "basic services".

The City reserves the right to collect semi-private lesson class fees if the Director or his/her assignee deems it necessary. In this case the Professional would invoice the City in the same template as for "basic services".

The City has established the following fees for private instruction and court rental rates incurred by the Professional.

Description of Services	Compensation	Unit
<b>Tier 1 Professional</b>		
Private Lesson	\$91.00	Per Hour
Private Lesson	\$49.00	Per Half Hour
<i>Court Rental Rate to Tennis Centers</i>	<i>20% of Total Lesson Fee</i>	
<b>Tier 2 Professional</b>		
Private Lesson	\$86.00	Per Hour

Private Lesson	\$44.00	Per Half Hour
<i>Court Rental Rate to Tennis Center</i>	<i>20% of Total Lesson Fee</i>	
<b>Tier 3 Professional</b>		
Private Lesson	\$78.00	Per Hour
Private Lesson	\$42.00	Per Half Hour
<i>Court Rental Rate to Tennis Center</i>	<i>20% of Total Lesson Fee</i>	
<b>Semi-Private Lessons</b>		
With two (2) Students	\$49.00	Per Hour
<i>Court Rental Rate to Tennis Center</i>	<i>20% of Total Lesson Fee</i>	
With three (3) Students	\$38.00	Per Hour
<i>Court Rental Rate to Tennis Center</i>	<i>25% of Total Lesson Time</i>	
With four (4) Students	\$26.00	Per Hour
<i>Court Rental Rate to Tennis Center</i>	<i>30% of Total Lesson Fee</i>	

**2.4 REPORTING**

The Professionals shall provide the necessary reporting requirements as outlined by the Director or his/her designee for review.

The Professionals shall submit a monthly report to the Director or his/her designee which shall include detailed information regarding the activities of the Professionals during the previous or upcoming month.

**2.5 CUSTOMER SERVICE AND CODE OF CONDUCT**

All City of Coral Gables Professional Tennis teaching staff is required to adhere to the Professional Code of Ethics to include, but not limited to the following:

The Tennis Professional Shall:

- 2.6.1 Provide courteous and efficient service to the citizens of Coral Gables and members and guests of the Biltmore and Salvadore Tennis Centers.
- 2.6.2 The Tennis Professional shall perform duties in an efficient and courteous manner.
- 2.6.3 Be punctual for scheduled programs, clinics, group and private lessons each day.
- 2.6.4 Limit personal activities including visitors, phone calls and individual conversations.
- 2.6.5 Ensure operations of the Tennis Facilities are conducted in a business-like manner.
- 2.6.6 Behave in a way that brings credit and dignity to their profession and they shall exhibit professionalism in all their words and actions.
- 2.6.7 Honor all professional relationships with colleagues and treat their colleagues with dignity and respect.
- 2.6.8 Act in full accordance with national governing body rules and report any violations.
- 2.6.9 Always put the welfare of their students first while maintaining professional relationships with them.
- 2.6.10 Be a role model to students and always encourage them to exhibit good sportsmanship.
- 2.6.11 Address all concerns with national governing body rules as well as concerns with colleagues or supervisors through the proper channels, and never through the media, rumor or innuendo.

- 2.6.12 Be honest and forthright, and refrain from making negative or derogatory statements about another colleague, coach, supervisor, staff, parent, student, facility or institution.
- 2.6.13 Treat all colleagues, coaches, supervisors, staff, parents, students and umpires in a professional and respectable manner.

## **2.6 PROFESSIONAL ATTIRE**

The Tennis Professional(s) shall be distinctively uniformed or appropriately attired to be distinguishable as the Tennis Professional and not as an employee of the Biltmore or Salvador Tennis Centers and/or the City of Coral Gables.

## **2.7 CERTIFICATIONS**

2.8.1 The Tennis Professional(s) shall be required to provide proof of all required certifications on a yearly basis, upon renewal, or as deemed necessary by the City.

2.8.2 The Tennis Professional(s) shall at all times be responsible for maintaining one of the following certifications for themselves:

- a) United States Professional Tennis Association (USPTA) – Classification of certification is applicable to type of professional requirements.

**OR**

- b) Professional Tennis Registry (PTR) – Classification of certification is applicable to type of professional requirements.

2.8.3 The Tennis Professional(s) will be required to participate in classes provided by The City, and keep current certifications for the following:

- a) Cardiopulmonary Resuscitation (CPR)
- b) First aid
- c) Automated External Defibrillator (AED)

2.8.4 Once a position has been awarded, Professional MUST become Net Generation Certified.

## **2.9 INDEPENDENT CONTRACTOR**

2.9.1 Each Tennis Professional shall remain an independent contractor with respect to all acts and service to be performed by the Tennis Professional as detailed in this RTQ.

2.9.2 The executed Agreement shall not render the Tennis Professional as an agent, partner, representative or employee of the City for any purposes whatsoever, nor authorize the Tennis Professional to contract or assume any liabilities in the name of the City.

2.9.3 The City shall not be liable for any wages or salaries of any representative, assistant or employee of the Tennis Professional, nor for any debts, liabilities, nor any other obligations of the Tennis Professional.

2.9.4 Each Tennis Professional is responsible for the deposit and payment of any Federal Income Taxes, FICA, Unemployment Taxes or any similar fees or taxes that become due and shall be responsible for the collection and payment of all withholdings, contributions and payroll taxes relating to Professional's services.

2.9.5 The City shall not withhold from sums payable to the Professional, any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes.

- 2.9.6 The Tennis Professional(s), as an independent contractor, are not entitled to any City employee fringe benefit such as vacation, sick leave, insurance, etc.
- 2.9.7 The Tennis Professional(s) shall contract exclusively with the City of Coral Gables and no other club or organization without the written approval of the Parks and Recreation Department, or his/her designee.
- 2.9.8 The work schedule of the Tennis Professional(s) shall be made known to the Parks and Recreation Director or his/her designee.
- 2.9.9 The Tennis Professional(s) shall not conduct any business or activity not specifically authorized by this RTQ, unless approved by the Parks and Recreation Director and/or his/her designee, when required.
- 2.9.10 If approved, the business or activity shall not interfere in any manner with the use of the public area or infringe upon the normal method of operations of any other parties authorized to be in the centers.
- 2.9.11 The Tennis Professional(s) shall not purchase any merchandise or consignment in the name of the City or the Biltmore or Salvadore Tennis Centers nor shall the Tennis Professional incur any debt in the name of the City or the Biltmore or Salvadore Tennis Centers.

**2.10 ADDITIONAL CONDITIONS**

- 2.10.1 Following the termination of the agreement with the City, when the term of the agreement has ended or the agreement is terminated by the City, or the Professional, and whether terminated for cause or convenience, Professionals may not instruct for a fee within a five (5) mile radius of either the William H. Kerdyk Biltmore or Salvadore Tennis Centers for six (6) months from the official date of separation.
- 2.10.2 Instructors/Professionals awarded a Professional Services Agreement (PSA) may not instruct outside of the William H. Kerdyk Biltmore or Salvadore Tennis Centers unless previously approved in writing by the Professional Tennis Operations Supervisor.
- 2.10.3 Instructors/Professionals awarded a Professional Services Agreement (PSA) may not solicit patrons of the William H. Kerdyk Biltmore or Salvadore Tennis Centers for outside business opportunities.

# **SECTION 3**

## **Request to Qualify (RTQ) No. 2020-010-6**

### **3.0 MINIMUM QUALIFICATION REQUIREMENTS**

The following represents the minimum qualification requirements for Professionals to be deemed responsive by the City, and Professionals shall satisfy each of the following minimum requirements cited below. Each of these minimum qualifications must be addressed in detail in your submittal in order to determine the Professional's responsiveness. Failure to meet each of the following qualification requirements, and/or failure to provide sufficient detail and/or documentation in its submittal to determine responsiveness by the City, will result in the submittal being deemed non-responsive.

#### **(A) Minimum Qualifications to be considered for Professional Tennis Instructor Position:**

- (1) Be regularly engaged in the business of providing the goods and/or services similar in scope and size as described in the "Scope of Services" for a minimum of three (3) years, as evidenced in a resume and reference from detailing their work experience.
- (2) Have and maintain a Professional Certification with United States Professional Tennis Association (USPTA), or the Professional Tennis Registry (PTR) as evidenced by a copy of your certificate.
- (3) Applicants must be United States Professional Tennis Association (USTA) members in Good Standing

**In addition to items 1, 2, and 3 the following are the requirements for the different Professional levels. Proposers shall include the required qualifications for their level of expertise.**

#### **3.1 Tier 1 Professional:**

- a) The candidate must possess and maintain in good standing a United States Professional Tennis Association (USPTA) - Elite Professional level certification or a Professional Tennis Registry (PTR) Professional level certification for the duration of the agreement term. Copy of Certificate is required.
- b) Experience developing lesson plans, coordinating tennis instruction programs and teaching group lessons.
- c) Professional **must** obtain six (6) continuing education credits every three (3) years through their certifying association.
- d) At least five (5) years of progressive teaching or playing experience as documented on resume.

#### **3.2 Tier 2 Professional:**

- e) The candidate must possess and maintain in good standing a United States Professional Tennis Association (USPTA) - Professional level certification or a Professional Tennis Registry (PTR) Instructor Professional level certification for the duration of the agreement term. Copy of Certificate is required with submittal.
- f) Candidates must have demonstrated teaching ability with a minimum of three (3) years of teaching or playing experience.



- g) Professional **must** obtain six (6) continuing education credits every three (3) years through their certifying association.

**3.2 Tier 3 Professional Shall:**

All applicants meeting minimum requirements will be considered for Tier 3 Professional position

- a) Be certified and in good standing at the Professional Level by the United States Professional Tennis Association (USPTA) or at the Instructor Level by the Professional Tennis Registry (PTR). A copy of the Certificate must be provided with submittal.
- b) Have a minimum of two (2) years of teaching experience.
- c) Have a minimum of four (4) years of Junior Playing Experience and/or two (2) years of Collegiate Playing Experience.

**3.3 The Part Time Professional Shall:**

- a) Have graduated high school as evidenced by copy of High School Diploma
- b) Ranking in USTA or ITF BG18s Juniors as evidenced by resume.
- c) Have had or current Collegiate Playing experience as evidenced by Team Roster.

**3.4 The Pickleball Professional Shall:**

- a) Be certified as level 1, 2, or 3 in the International Pickleball Teaching Professional Association or Pickleball Certification through the USPTA / PTR.
- b) Have a minimum of one (1) year of documented Pickleball teaching experience.

**\*\*\*ALL Experiences must be presented on resume and reference form for review and confirmation by selection staff\*\*\***

# **SECTION 4**

## **Request to Qualify (RTQ) No. 2020-010-6**

### **4.0 : RTQ GENERAL CONDITIONS**

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#### **4.1 Acceptance/Rejection**

The City reserves the right to accept or reject any and/or all Submittals or sections thereof and waive any informalities or technicalities. As a matter of information, the City Commission does not bind itself to accept the minimum specifications stated herein but reserves the right to accept any which in the judgment of the City will best serve the needs and interest of the City. The City also reserves the right to reject any Professional(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who is not in a position to perform the requirements defined in this RTQ. This offering of RTQ itself does not in any way constitute a contractual agreement between the City of Coral Gables and the Professional(s).

#### **4.2 Legal Requirements**

The Professional(s) shall comply with all rules, regulations and laws of the City of Coral Gables, Miami-Dade County, the State of Florida and the Federal Government now in force or hereinafter to be adopted. Lack of knowledge by the Professional(s) shall in no way be cause for relief from responsibility.

#### **4.3 Non-Appropriation of Funds**

In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this Agreement, then the City, shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Contractor, without any penalty or expenses to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any vendor(s).

#### **4.4 Occupational License Requirements (Business Tax Receipt Requirements)**

Any person, firm, corporation or joint venture, with a business location in the City of Coral Gables who is submitting a response under this solicitation, shall meet the City's Occupational License Tax Requirements in accordance with Ordinance No O2005-15 of the City of Coral Gables Code and Chapter 205 of the Florida Statutes.

Others with a location outside the City of Coral Gables shall meet their local Occupational License Tax requirements. Copy of the license must be submitted with the Submittal; however, the City may, at its sole option and in its best interest, allow the Professional to supply the license to the City during the evaluation period, but prior to award.

#### **4.5 Use of Polystyrene Prohibited**

Contractor, vendor, lessee, concessionaire agrees to comply with Sec. 2-730 of the City of Coral Gables Code, which prohibits the sale or use of plates, bowls, cups, containers, lids, trays, coolers, ice chests, food containers and all similar articles made from expanded polystyrene within the city or in completing its duties to the city under this contract. (This prohibition does not apply to expanded polystyrene containers used for prepackaged goods that have been filled and sealed prior to receipt by the city contractor, vendor, lessee or concessionaire.) "Expanded polystyrene" is defined as blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including but not limited to fusion of polymer spheres, infection molding, foam molding and extrusion-blown molding. Contractor, vendor, lessee or concessionaire understands that violation of this section shall be deemed a default under the terms of the contract, lease or agreement.

#### **4.6 Use of Single-Use Plastic Beverage Straws and Plastic Stirrers Prohibited**

Contractor, vendor, lessee, concessionaire agrees to comply with Sec 2-731 of the City of Coral Gables Code, which prohibits the sale or use of single-use plastic beverage straws and single-use plastic stirrers within the city or in completing its duties to the city under this contract.

Single-use plastic beverage straw is defined as a tube, intended for only one-time use that is made predominantly of plastic derived from petroleum or a biologically based polymer, including polymers derived from corn or other plant sources, for transferring a beverage to the mouth of the drinker. Single-use plastic beverage straw include compostable and biodegradable petroleum or biologically based polymer straws, but does not include straws that are made from non-plastic materials such as paper, sugar cane, bamboo, or other similar materials.

Single-use plastic stirrer is defined as a device that is used to mix beverages, intended for only one-time use, and made predominantly of plastic derived from either petroleum or a biologically based polymer, including polymers derived from corn or other plant sources. Single-use plastic stirrer includes compostable and biodegradable petroleum or biologically based polymer stirrers and lid plugs (splash sticks) but does not include stirrers that are made from non-plastic materials such as paper, sugar cane, bamboo, or other similar materials.

Contractor, vendor, lessee or concessionaire understands that violation of this section shall be deemed a default under the terms of the contract, lease or agreement.

#### **4.7 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 Response to provide any goods or services to a public entity, may not submit a Response with a public entity for the construction or repair of a public building or public work, may not submit Responses on leases of real property to a public entity, may not be awarded or perform work as a Professional, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

#### **4.8 Resolution of Protests**

Pursuant to Section 2-950 of the City of Coral Gables Code which may be found on the City of Coral Gables Website: <http://www.coralgables.com>. Click on Government, City Department, Procurement, Procurement Links, Ordinance No. 2009-53.

#### **4.9 Determination of Responsiveness**

Each Response will be reviewed by the Procurement Division to determine if it is responsive to the submission requirements outlined in the RTQ. A "responsive" Response is one which meets the requirements of the RTQ, includes all documentation, is submitted in the format outlined in the RTQ, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Response non-responsive.

#### **4.10 Evaluation of Responses**

##### **A. Rejection of Responses**

The City may reject a Response for any of the following reasons:

- 1) Professional fails to acknowledge receipt of addenda;
- 2) Professional misstates or conceals any material fact in the Response;
- 3) Response does not conform to the requirements of the Formal Solicitation;
- 4) Response requires a conditional award that conflicts with the method of award;
- 5) Response does not include required samples, certificates, licenses as required; and,

- 6) Response was not executed by the Bidder's/Professional(s) authorized agent.

The foregoing is not an all-inclusive list of reasons for which a Response may be rejected. The City may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

**B. Elimination From Consideration**

- 1) A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City. Principal, officer, or stockholder of Professional shall not be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.
- 2) A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.
- 3) A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.
- 4) A contract may not be awarded to any person or firm with any record of judgments, bankruptcies, pending lawsuits against the City or criminal activities involving moral turpitude, and not have any conflicts of interest that have not been waived by the City Commission.

**C. Determination of Responsibility**

- 1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Professional must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The City reserves the right to make pre-award inspections of Professional's facilities and/or equipment prior to contract award. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established entity in line with the best industry practices in the industry as determined by the City.
- 2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Professional, including past performance (experience) with the City or any other governmental entity in making the award.
- 3) The City may require the Professional(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.
- 4) The City may consider the Professional's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City.
- 5) The City may consider whether or not the Professional has previously defaulted in the performance of a public service contract, or has been convicted of a crime arising from the performance of a previous or current public service contract.

- 6) The City may consider any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined of Professional's capability to perform the work.

#### **4.11 Collusion**

The Professional, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City Department. The Professional certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Professional certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred, and the City reserves the right to reject any and all Responses where collusion may have occurred

#### **4.12 Sub-Contractor / Sub-Consultant**

A Sub-Contractor / Sub-Consultant is an individual or firm contracted by the Professional(s) to assist in the performance of services required under this RTQ. A Sub-Contractor / Sub-Consultant shall be paid through Professional(s) and not paid directly by the City. Sub-Contractors / Sub-Consultants are allowed by the City in the performance of the services delineated within this RTQ. Professional(s) shall clearly reflect in its Response the major Sub-Contractor / Sub-Consultant to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Contractor / Sub-Consultant proposed prior to Agreement execution. Any and all liabilities regarding the use of a Sub-Contractor / Sub-Consultant shall be borne solely by the Successful Professional(s) and insurance for each Sub-Contractor / Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Professional(s) nor any of its Sub-Contractors / Sub-Consultants are considered to be employees or agents of the City. Failure to list all major Sub-Contractors / Sub-Consultants and provide the required information may disqualify any proposed Sub-Contractor / Sub-Consultants from performing work under this RTQ.

Professional(s) shall include in their Responses the requested Sub-Contractor / Sub-Consultant information and include all relevant information required of the Professional(s).

#### **4.13 Substitutions for Assigned Personnel**

The City reserves the right to approve substitutions for assigned personnel proposed for this project. Substitutions may be allowed for staff turnover, sickness or other emergency situations.

#### **4.14 Florida Public Records Law**

Sealed bids, proposals, or statements of qualifications received by an agency pursuant to invitation for bids, requests for proposals, or request for qualifications are exempt from Florida Statutes Section 119.07(1) until such time as the agency provides notice of a decision or intended decision or within 30 days after bid or proposal opening, whichever is earlier.

Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute and made available for public inspection at the appropriate time. Supplier acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

#### **4.15 Trade Secret, Proprietary or Confidential Information**

The Professional shall not submit any information in response to this Solicitation which the Professional considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Professional. In the event the Professional submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that the information in the submittal as protected or confidential, the City may, in its' sole discretion, either (a) communicate with the Professional in writing in an effort to obtain the Professional's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Professional as quickly as possible, and if appropriate, evaluate the balance of the submittal. Under no circumstances shall the City request the withdrawal of the confidentiality restriction if such decision, solely based on the City's discretion, would offer the Professional a competitive advantage over other Professionals. The redaction or return of information pursuant to this clause may render a submittal non-responsive.

#### **4.16 Purchasing Agreements with Other Government Agencies**

At the option of the awarded Professional, the submission of any solicitation response to this Request for Qualifications constitutes a proposal made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities.

Each governmental, not-for-profit or quasi-governmental entity which uses a contract(s) resulting here from, will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the Successful Professional(s).

#### **4.17 Protection of Property / Safety Concerns:**

The Successful Professional shall at all-time take precautions to avoid any damage or loss property of the City, and shall replace and repair to the City's satisfaction any loss or damage at Professional's expense. Professional shall adhere at all times to all safety concerns regarding employees and visitors to the facility(s).

Precautions shall be exercised at all times for the protection of persons and property. All Professionals and Sub-Contractors shall conform to all OSHA, State and County regulations while performing under the Terms and Conditions of this contract. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Professional responsible for same.

#### **4.18 Invoicing & Payment**

Invoices shall contain purchase order number, or services performed including if applicable, service data, number of labor hours for each worker, hourly rate(s) for each worker, total employee hours billed. Copies or invoices or other appropriate documentation shall be provided for each job to support their actual cost prior to reimbursement. The Professional, upon request by the City, shall supply additional documentation. Professional may be paid in monthly installments. Payment is made according to the actual number of labor hours worked. Partial or full payment can be withheld until work is completed to the satisfaction of the City.

#### **4.19 Auditing of Records**

The Successful Professional's book and records as they relate to the anticipated contract must be made available for inspection and audit upon receipt of three (3) days prior written notice from the City and remain available for City or other applicable sources for inspection for at least three (3) years following the expiration of the contract.

#### **4.20 Single Proposal**

Only one (1) Response from a Professional will be considered in response to this Formal Solicitation. Submission of more than one Response for the same Contract under the same or different names will deem all such duplicated Responses non-responsive and all shall be rejected.

#### **4.21 Estimated Quantities**

Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to actual quantities during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of evaluating a response or determining the most advantageous Professional meeting specifications. The City reserves the right to acquire additional quantities at the prices proposed or at lower prices.

#### **4.22 Background Screenings**

All individuals working for a firm under contract with the City of Coral Gables shall be subject to Level 2 (fingerprint) background screening.

**External Contracts** – Professional's employees working on the outside (i.e. landscaping, etc.). The successful Bidder will perform level 2 screening, with no reporting requirements to the City.

**Internal Contracts** – Professional's employees working inside City facilities, in City parks where people congregate, around children, and immediate surrounding areas (i.e. Youth Center, Venetian Pool, temporary hires, etc.). The successful Bidder will perform level 2 screening, and submit the results to Human Resources (HR).

### **SUPPLEMENTARY CONDITIONS**

#### **4.23 Preclusion**

Successful Professional and sub-consultants contracted to provide architectural and engineering design services under this RTQ are precluded from bidding/responding to the competitive solicitation for the construction phase of a project.

#### **4.24 Competitive Specifications**

It is the goal of the City to maximize competition for a project among suppliers and contractors. The Professional shall endeavor to prepare all documents, plans and specifications that are in accordance with this goal. Under no condition shall Professional include means and methods or product specifications that are considered "sole source" or restricted without prior written approval of the City.

#### **4.25 Additional Terms or Conditions**

This RTQ, including the attached draft Professional Services Agreement, contains all the terms and conditions applicable to any service being provided to the City resulting from award of contract. By virtue of submitting a response, Professional agrees not to require additional terms and conditions at the time services are requested, either through a separate agreement, work order, letter of engagement or purchase order.

**4.26 Employee Eligibility Verification.** Contractor shall execute and submit the affidavit as prescribed by the City, affirming that the Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Contractor shall provide as part of their response the E-Verify affidavit to verify compliance with F.S. 448.095 requirements. To learn more about the program and enroll, please visit: <https://www.e-verify.gov/>

**4.27 Lobbyist Registration Form.** The Bidder certifies that it understands if it has retained a lobbyist(s) to lobby in connection with this specific competitive solicitation that each lobbyist retained has timely filed the registration or amended registration required under the City of Coral Gables Lobbyist Registration requirement pursuant to Ordinance 2021-24 that requires any individual, corporation, partnership, or other legal entity employed or retained whether paid or not, by a principal who seeks to encourage the approval, disapproval, adoption, repeal, passage, defeat, or modifications of (a) any ordinance, resolution, action or decision of any City Commissioner; (b) any action, decision, recommendation of the City Manager, any city board or committee, including but not limited to Quasi-Judicial, Advisory Board, Trust, Authority, or Council; or (c) any action, decision or recommendation of city personnel during the time period of the entire decision-making process on the action, decision or recommendation which foreseeably will be heard or reviewed by the City Commission, or a city board or committee, including but not limited to Quasi-Judicial, Advisory Board, Trust, Authority, or Council.



# **SECTION 5**

## **Request to Qualify (RTQ) No. 2020-010-6**

### **5.0: INDEMNIFY, DEFEND AND HOLD HARMLESS & INSURANCE REQUIREMENTS**

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- 5.1** To the fullest extent permitted by Laws and Regulations, the Professional who is awarded this solicitation shall defend, indemnify, and hold harmless the City and its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by any willful, intentional, reckless, or negligent act or omission of Professional, any sub-consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City or any of its elected and appointed officials, attorneys, administrators, consultants, agents, or employees by any employee of Professional, any sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Professional or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

- 5.2** For any and all claims against the City or any of its elected and appointed officials, attorneys, administrators, consultants, agents, or employees by any employee of Professional, and sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Successful Professional or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.

- 5.3** The indemnification and hold harmless provision shall include, but not be limited to, all of the following:

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The City may use the attorney or law firm of its choice in which event the Professional awarded this contract will pay such firm the fees it charges the City, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that City pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, Professional will reimburse the City at the prevailing market rate for similar legal services.
- c. Attorney's fees and cost of any party that a court orders the City to pay.

- d. Lost time that results from the City or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the City spends in responding to document requests or public records requests relating to such claims whether from Professional or any other party, Professional will reimburse City \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, Professional will reimburse City on a per hour basis as follows:
  - For the Mayor or City Commissioner .....\$300.00 per hour
  - For the City Manager: .....\$250.00 per hour
  - For an Assistant City Manager or Department Director: .....\$250.00 / hour
  - For an Assistant Department Director .....\$100.00 per hour
  - For City Attorney or Assistant City Attorney .....Prevailing market rates
  - For other employees: .....\$50.00 per hour
- e. The expenses incurred by City in complying with any administrative or court order that may arise from such claims.
- f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- g. Any other direct or indirect expense that City would not have incurred but for a claim that arises out of this agreement.

**5.4** To the extent applicable, it is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.

**5.5** The Professional hereby expressly agrees and understands that the indemnification and hold harmless provisions contained in the Professional Services Agreement resulting from this RTQ, will supersede and take precedence over any such provisions contained within the RTQ documents.

**5.6 INSURANCE REQUIREMENTS**

**5.6.1 GENERAL CONDITIONS**

Pursuant to the City of Coral Gables Code, Section 2-971, the Risk Management Division of the Office of Labor Relations and Risk Management has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

Consequently, prior to award and in any event prior to commencing work, the Professional shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Professional shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of the Office of Labor Relations and Risk Management for review and approval.

All city solicitation and contract documents shall include insurance provisions approved by the Risk Management Division.

**5.6.2 PROFESSIONAL REQUIREMENTS**

The Professional shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

**5.6.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT**

**5.6.3.1 Commercial General Liability Insurance** written on an occurrence basis including but not limited to; Coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

**5.6.3.1.1** Each Occurrence Limit - \$1,000,000

**5.6.4 MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):**

**5.6.4.1 Commercial General Liability**  
ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

**5.6.5 REQUIRED ENDORSEMENTS**

**5.6.5.1 The following endorsements with City approved language**

**5.6.5.1.1** Additional insured status provided on a for the General Liability.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF CORAL GABLES  
INSURANCE COMPLIANCE  
P.O. BOX 100085 – CE  
DULUTH, GA 30096

**5.6.5.2 All policies except for Professional Liability shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City.**

**5.6.5.3 HOW TO EVIDENCE COVERAGE TO THE CITY**  
**The following documents must be provided to the City;**

**5.6.5.3.1.** A Certificate of Insurance containing the following information:

- 5.6.5.3.1.1** Issued to entity contracting with the City
- 5.6.5.3.1.2** Evidencing the appropriate Coverage
- 5.6.5.3.1.3** Evidencing the required Limits of Liability required
- 5.6.5.3.1.4** Evidencing that coverage is currently in force

Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.

A copy of each endorsement that is required by the City.

**5.6.5.4 All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf**

**5.6.5.5**

**5.6.5.6 The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.**

**5.6.5.7 The city reserves the right to require additional insurance requirements at any time during the course of the agreement.**

#### **5.6.6 WAIVER OF INSURANCE REQUIREMENTS**

Should a Professional not be able to comply with any insurance requirement, for any reason, the Professional must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested waiver will be evaluated by the Risk Management Division. The Risk Management Division will approve or reject the requested waiver of insurance and will forward the waiver to the City Attorney's Office for further evaluation.

Professionals are encouraged review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability that must be obtained.

Upon contract award, all documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to [cityofcoralgables@ebix.com](mailto:cityofcoralgables@ebix.com) and copy to [riskmanagement@coralgables.com](mailto:riskmanagement@coralgables.com). Should you require assistance, contact the dedicated Call Service Lines for City of Coral Gables:

Call Service Lines - Insurance Compliance

Phone: (951) 652-2883.

Fax: (770) 325-0417

Email: [cityofcoralgables@ebix.com](mailto:cityofcoralgables@ebix.com)

When Professional provides evidence of insurance to the City of Coral Gables, the Certificate Holder section of the Certificate of Insurance should read as follows:

**City of Coral Gables  
Insurance  
Compliance  
P.O. Box 100085-CE  
Duluth, GA 30096**

# **SECTION 6**

## **Request to Qualify (RTQ) No 2020-010-6**

### **6.0: SUBMISSION REQUIREMENTS**

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#### **6.1. SUBMITTAL INSTRUCTIONS**

**Professionals shall submit a Response, electronically via Infor. The Professional Service Agreement is a *draft* for your review; therefore, *submittal of this agreement is not required with the Response*.** Responses must be submitted **electronically** prior to the time noted for the initial submittal deadline. Additional responses may be received after the initial submittal deadline to allow for additional participation in the pool.

**Qualification shall be submitted electronically via Infor. All Responses submitted become the exclusive property of the City of Coral Gables.**

The submittal shall be considered an offer on the part of the Professional to be a part of the pre-qualification pool, which shall be deemed accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any and all submittals, to waive irregularities and technicalities, and request new Responses. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City. All information submitted in conjunction with any submittal in response to this solicitation can and will be used in the evaluation process.

#### **6.2. RESPONSE FORMAT**

THE SUBMITTAL SHALL BE **PAGE NUMBERED FROM START TO FINISH**, TABBED BY EACH SECTION, AND ORGANIZED AS INDICATED BELOW AND SHALL ADEQUATELY ADDRESS EACH CRITERIA.

**SUBMITTAL - SECTION I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.**

- 6.3.1. **Title Page:** Show the RTQ number and title, the name of your firm, address, and telephone number, name of contact person, e-mail address, and date.
- 6.3.2. Provide a **Table of Contents** in accordance with and in the same order as the respective "**Sections**" listed below. Clearly identify the material by **section and page number**.
- 6.3.3. Fill out, sign, and submit the **Professional's Acknowledgement Form**.
- 6.3.4. Fill out and submit the **Solicitation Submission Check List**.
- 6.3.5. Fill out, sign, notarize (as applicable), and submit the **Professional's Affidavit and Schedules A through H**.
- 6.3.6. **Minimum Qualification Requirements:** submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3.
- 6.3.7. **Fill out, sign and submit** - Employer E-Verify Affidavit
- 6.3.8. **Fill out, sign and submit** - Lobbyist Registration

**SUBMITTAL - SECTION II: EXPERIENCE AND QUALIFICATIONS**

- 1) Provide a complete history and description of your experience with Tennis Employment, including, but not limited to: the number of years in tennis and list of places that you have worked/coached. Provide the names of at least three (3) references, not related to you that can verify your experience, via attached reference form.
  
- 2) Provide evidence of any and all Professional Certifications with any and all Tennis organizations, including the United States Professional Tennis Association (USPTA), United States Tennis Association (USTA), and the Professional Tennis Registry (PTR). Evidence can be in the form of certificate copies, organization correspondence, or other organization documents.

# **SECTION 7**

## **Request to Qualify (RTQ) No.2020-010-6**

### **7.0 EVALUATION/SELECTION PROCESS**

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#### **7.1. Evaluation Procedures**

- (a) The Procurement Division shall review all Qualification submissions for responsiveness to the requirements of the RTQ. The evaluation will consist of, but not be limited to, Professional willingness and ability to provide all services requested under the conditions stated in this RTQ. The Procurement Division will also evaluate the Professional(s)' professional references, company resources, including personnel and equipment, ability to respond to requests, including missed commitments, response time, business history with the City, if any, as well as with all other public or private entities; and the required licenses and insurance.
- (b) The City of Coral Gables shall be the sole judge in determining the Professional's responsiveness.
- (c) As part of the evaluation process, the City may conduct background investigations of Professionals, its officials, and employees. Professional submission of Response constitutes acknowledgement of the process and consent to such investigation.

#### **7.2. Method of Evaluation**

The Procurement Division will make the initial assessment as to whether or not the Professional met the minimum qualifications as outlined in this solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions.

In evaluating the submittals, the Procurement Division will review the Professional's submittal and assess a "Pass" or "Fail" determination based on the requirements. A final list of all the Professionals that passed the initial screening will be developed. The final list of Professionals will be submitted to the Review Committee comprised of Parks & Recreation staff where interviews will be conducted. The interview process will be utilized to make the final determination as to which Professionals will be invited to participate in the pool and subsequently sign a contract for their services. The determination of the Review Committee is final and can not be overturned.

The final composition of the Review Committee will be determined by the Procurement Officer and is subject to change based on staff availability through each Phase of the project. The Committee will be comprised of internal City staff with the requisite knowledge and past experience in dealing with the services provided.

The Selection Committee will review all qualified proposers and determine Professional Tennis Tier position based on an interview and resume.

#### **3) Evaluation Criteria**

##### **Professional Evaluation Criteria Breakdown**

#### **a) EXPERIENCE AND QUALIFICATIONS**

- 1. Professional's Qualification including but not limited to a complete work history and description of their experience with Tennis Employment; the number of years of tennis experience; a list of the places where they have worked/coached and references. **(All Levels 1-3 and Part-time)**  
**Pass/Fail**

2. Professional's Professional Certifications with any and all Tennis organizations. Including the United States Professional Tennis Association (USPTA), United States Tennis Association (USTA), and the Professional Tennis Registry (PTR). **(Tier 1, 2 ,3) Pass/Fail**

In addition to the information listed in Section 7.3 supplemental material may be submitted as additional information not specifically required to assist in your evaluation.

#### 4) **Supplemental Material**

##### a) **EXPERIENCE AND QUALIFICATIONS**

- Professional's knowledge of and working experience with the United States Tennis Association's Tennis Data Manager (USTA-TDM) computer program; and any former head pro experience. Professionals World, National, State or Local Tennis recognitions, accomplishments and/or achievements
- Professional's Continuing Education including any additional Certifications or degrees and/or any additional Courses taken.

##### b) **TENNIS RANKING**

Professional Rankings shall be evaluated as follows:

- Association of Tennis Professional's Ranking (ATP) Women's Tennis Association (WTA) Ranking Current Universal Tennis Rating (UTR) 10.0 or higher.
- Intercollegiate Tennis Association (ITA) Rankings Decorated Collegiate All American, NCAA Singles Rank, All Conference Collegiate, National Collegiate Athletic Association (NCAA) Division I, II, III, National Junior College Athletic Association (NJCAA), National Association of Intercollegiate Athletics (NAIA).
- Decorated Amateur Open or Age Group/National Level Junior Decorated State Junior/High School.

##### c) **PROFESSIONAL AFFILIATIONS**

Professional Affiliations shall be evaluated as follows:

- Involvement or appointments to any committees with the United States Professional Tennis Association (USPTA), United States Tennis Association (USTA), and the Professional Tennis Registry (PTR).
- Involvement with any Training Camps including the United States Tennis Association (USTA) Sectional/National.
- Any additional affiliations with Professional Associations, Professional Appointments and/or Service.



# **SECTION 8**

## **Request to Qualify (RTQ) No. 2020-010-6**

### **8.0: PROFESSIONAL'S AFFIDAVITS**

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#### **8.1: Professional's Affidavit along with Schedules A through H as follows:**

- A - Certificate of Professional
- B - Non-Collusion Affidavit
- C - Drug Free Statement
- D - Professional's Qualification Statement
- E - Code of Ethics, Conflict of Interest, Code of Silence
- F - Americans with Disabilities Act (ADA)
- G - Public Entity Crimes

#### **8.2 Exhibit G - Employer E-Verify Affidavit**



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_  
(Name(s) of individual(s) who appeared before Notary

And whose name(s) is/are subscribes to within the instrument(s), and acknowledges it's execution.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

\_\_\_\_\_  
(Name of notary Public; Print, Stamp or Type as Commissioned.)

NOTARY PUBLIC  
SEAL OF OFFICE:

Personally know to me, or Produced Identification:

\_\_\_\_\_  
(Type of Identification Produced)

**SCHEDULE "A" - CITY OF CORAL GABLES – STATEMENT OF CERTIFICATION**

Neither I, nor the firm, hereby represented has:

- a. employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the Professional) to solicit or secure this contract.
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the Professional) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

**SCHEDULE "B" - CITY OF CORAL GABLES - NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT**

1. He/she is \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)

of the Professional that has submitted the attached response.

- 2. He/she is fully informed with respect to the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
- 3. Said response is made without any connection or common interest in the profits with any other persons making any response to this solicitation. Said response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Professional's officers or employees are employed by the City, indicate name and relationship below.

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

- 4. No lobbyist or other Professional is to be paid on a contingent or percentage fee basis in connection with the award of this Contract.

## **SCHEDULE "C" CITY OF CORAL GABLES – VENDOR DRUG-FREE STATEMENT**

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under solicitation a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under solicitation, 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 form complies fully with the above requirements.

The company submitting this solicitation has established a Drug Free workplace program in accordance with State Statute 287.087

**SCHEDULE "D" CITY OF CORAL GABLES – PROFESSIONAL'S QUALIFICATION STATEMENT**

The undersigned declares the truth and correctness of all statements and all answers to questions made hereinafter:

**GENERAL COMPANY INFORMATION:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Telephone No: ( ) \_\_\_\_\_ Fax No: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

How many years has your company been in business under its present name? \_\_\_\_\_ Years

If Professional is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statue:

\_\_\_\_\_

Under what former names has your company operated? \_\_\_\_\_

At what address was that company located? \_\_\_\_\_

Is your Company Certified? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, ATTACH COPY of Certification

Is your Company Licensed? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, ATTACH COPY of License

Has your company or its senior officers ever declared bankruptcy?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, explain: \_\_\_\_\_

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**LEGAL INFORMATION:**

Please identify each incident ***within the last five (5) years*** where a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Professional's rights, remedies or duties under a contract for the same or similar type services to be provided under this RTQ (***A response is required. If applicable, please indicate "none" or list specific information related to this question. Please be mindful that responses provided for this question will be independently verified***):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has your company ever been debarred or suspended from doing business with any government entity?

If Yes \_\_\_ No \_\_\_ If Yes, explain \_\_\_\_\_

\_\_\_\_\_

**SCHEDULE "F" CITY OF CORAL GABLES – CODE OF ETHICS, CONFLICT OF INTEREST, AND CODE OF SILENCE**

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT CODE (CITY CODE CHAPTER 2 ARTICLE VIII); SEC 2-1023; SEC 2-606; AND SEC 2-1027, RESPECTIVELY.

IT IS HEREBY ACKNOWLEDGED THAT THE ABOVE NOTED SECTIONS OF THE CITY OF CORAL GABLES CITY CODE ARE TO BE ADHERED TO PURSUANT TO THIS SOLICITATION.

**SCHEDULE "F" CITY OF CORAL GABLES - AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT**

I understand that the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

**SCHEDULE "G" CITY OF CORAL GABLES - STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. I understand that a "public entity crime" as define in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods orservices to be provided to any public entity or an agency or political subdivision of any other state orof the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Must indicate which statement below applies.]**

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list.

**[Attach a copy of the final order]**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**



# **SECTION 9**

## **Request for Qualifications (RTQ) No. 2020-010-6**

### **10.0 : PROFESSIONAL SERVICES AGREEMENT (DRAFT)**

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- 10.1** Appendix B, is the draft agreement example of the agreement that will be executed as outlined without changes. This is for your review. You are not required to fill out and submit the agreement at time of response submittal.

**PLEASE SEE PROFESSIONAL SERVICES AGREEMENT  
FOR PROFESSIONAL TENNIS SERVICES**

APPENDIX "A"



CITY OF CORAL GABLES  
 PARKS AND RECREATION DEPARTMENT  
 SALVADORE & BILTMORE TENNIS CENTERS  
 ADMINISTRATIVE REGULATION

<b>AR#:</b>	02.06		<b>EFF. DATE:</b>	12/8/05
<b>CHAPTER:</b>	02		<b>NEW:</b>	<b>XX</b>
<b>FILE:</b>	ADMINISTRATIVE POLICIES AND PROCEDURES		<b>REVISION:</b>	<b>11/21/17</b>
<b>TOPIC:</b>	TENNIS FACILITY USE POLICY			

**1.0 PURPOSE:**

With a goal of meeting the tennis needs of Coral Gables residents and maximizing court usage at the City's two Tennis Centers, this policy strives to establish guidelines to govern the variety of user groups and differing activity types that frequent the Biltmore and Salvadore Tennis Centers.

**2.0 DEFINITIONS:**

- 1) **Peak Season**  
January through April
- 2) **Peak Time of the Day**
  - a) Monday through Thursday, 5:00 p.m. to 8:00 p.m.
  - b) Saturday and Sunday, 8:00 a.m. to 11:00 a.m.
- 3) **Activity Types:**
  - a) **Social Play**  
Drop-in use by individual players for unstructured play.
  - b) **Instructional Use**  
Includes private and group lessons provided by the Tennis Operations Supervisor and his staff (i.e. lessons, clinics, camps).
  - c) **Tournaments**  
Organized tennis competitions of multiple matches held in Coral Gables tennis facilities. Tournaments are defined as groups of ten (10) or more related matches over a period of not more than fourteen (14) days.
  - d) **Special Events**  
Special usage of the facility (may or may not include tennis related activities) authorized by the Parks and Recreation Director.
  - e) **Teams and League Play**  
Sanctioned teams and leagues organized by the Tennis Operation Supervisor that use Coral Gables tennis facilities as their home court.
  - f) **School Use**  
Local schools who use Coral Gables tennis facilities for their practices and home matches.

## APPENDIX "A"

### 3.0 HOURS OF OPERATION:

- 1) Tennis facilities will be available to the public three hundred and sixty-four (364) days a year.
- 2) In anticipation of reduced demand for tennis courts on major holidays, only one (1) tennis facility will remain open on these days. Salvadore Tennis Center is identified as the most likely choice to remain open on these days due to the facility's versatility and overall number of courts. Notice of which facility will be open will be posted one (1) month prior to the date.
- 3) Open hours will be as follows:
  - a) Monday through Friday - 7:00 a.m. to 9:00 p.m.
  - b) Saturday and Sunday - 7:00 am to 7:00 p.m. (Salvadore Tennis Center)
  - c) Saturday and Sunday - 7:00 am to 1:00 p.m. (Biltmore Tennis Center)
  - d) Schedule subject to change based on special events.
- 4) Clay courts at Salvadore will close at 9:00 p.m. to allow for proper maintenance.
- 5) The courts may be closed to public play as necessary for special events, tournaments, work/repair to the courts or other special circumstances as deemed necessary by the Parks and Recreation Department.

### 4.0 CODE OF CONDUCT:

- 1) City tennis courts are open for play to the general public for a fee based on resident status. Fee information is available in the Tennis Pro Shop.
- 2) Swearing, profanity or abusive behavior will not be tolerated on the courts. Players who exhibit such behavior may be asked to leave. The player's court fees for the day may be forfeited as a result of such behavior.
- 3) In the case of abusive, violent or any behavior deemed excessive, players may be removed from the court and could receive permanent expulsion from the City Tennis Centers. Length of expulsion will be determined by the Tennis Operations Supervisor in collaboration with the Parks and Recreation Director.
- 4) Smoking is prohibited within the Tennis Center, including the pro shop, restrooms, observation decks and on the tennis courts.
- 5) The consumption, possession, or distribution of alcoholic beverages or any controlled substance is not permitted on the premises at any time.
- 6) Bicycles, roller blades, skates and skateboards are not permitted in the Tennis facilities.
- 7) Proper attire is required for players. Shirts are required. Proper clay court tennis shoes must be worn while playing on clay courts. Clean, non-marking athletic court shoes are required on hard tennis courts; hard-soled shoes, street shoes, bare feet, or sandals are not permitted on the Tennis Courts.
- 8) All property found on the tennis courts should be turned in to the Pro Shop desk.
- 9) Glass containers are not allowed within the entire tennis facilities at both Salvadore and Biltmore.
- 10) All debris and personal items must be removed from the court at the conclusion of play.
- 11) The "Four (4) balls per court" rule will apply for all play except during authorized instructional usage. More than four (4) balls per court must be approved by the Tennis Supervisor.
- 12) Players will only play on the courts assigned to them. Players using courts not assigned or using courts without authorization are subject to being removed from the facility and may be barred from the facility.
- 13) No pets will be allowed in tennis facilities. Guide dogs for the blind and visually impaired will be permitted.
- 14) Users who do not adhere to conduct as outlined in this document may be barred from use of Coral Gables tennis facilities at the discretion of the Parks and Recreation Director.

## APPENDIX "A"

### **FACILITY SCHEDULING AND RESERVATIONS:**

- a) Tennis courts will be scheduled with a goal of maximizing usage of the courts to the greatest extent. Long-term scheduling will be used to plan tournaments, school usage, special events and major facility maintenance. These will be scheduled as much in advance as possible and must be mutually agreed upon by the Professional Tennis Operations Supervisor and Tennis Professionals. Both instructional and social play are scheduled in the short term due to the nature of these activities.
- b) Allocations and limits set forth in the following sections anticipate fluctuations in demand, use and participation in each of the activity areas. When conflicts arise or uses compete for court time, the Tennis Supervisor will work with participants to maximize the use of the facility using the following priority order to guide them in resolving conflicts:
  - 1) Programming use
  - 2) Social Play
  - 3) Tournaments & Special Events
  - 4) Teams
  - 5) Schools
- c) Reservations for use of Salvadore and Biltmore Tennis Centers can be made only by Coral Gables Resident and annual pass holders through the PlayByCourt (PBC) reservation system.
- d) Reservations can also be made by calling (305) 460-5333 for Salvadore and (305) 460-5360 for Biltmore or through the pro shop at each facility during business hours.
- e) Court reservations are subject to availability and guidelines relating to the various uses as identified below.:

Scheduling practices and priorities will be evaluated on an ongoing basis with a formal review every six (6) months to assess balance of use, fairness of allocations to the various groups and uses as well as the City's efforts to maximize the use of the courts. Following this review, recommendations for changes to this policy will be forwarded to the Parks and Recreation Director for approval.

#### **1) Tournaments**

- a) Due to the nature and the scheduling challenges of planning tennis tournaments, these activities will typically be planned well in advance of the activity.
- b) Though it is recognized that large tournaments may encroach on prime-time hours, every effort should be made to limit the need for prime-time hours in scheduling tournaments.
- c) Every effort will be made to post tournament information at each participating facility 1 month prior to the date(s) of use. Actual court usage and hours of play will be posted as soon as it becomes available.

#### **2) Special Events**

- a) Special Events will be scheduled through the Parks and Recreation Department offices and requires the approval of the Parks and Recreation Director.
- b) Every effort will be made to post special event information at each reserved facility one month prior to the date(s) of use. Actual court usage and hours affected will be posted as soon as information becomes available.

## APPENDIX "A"

### 3) **School Usage**

- a) School use will be from 2:00 p.m. to 6:00 p.m.
- b) Practice courts will have last priority and although scheduled along with annual school use, actual court usage will be provided on an as available basis depending on the other needs of activity groups and the availability of the courts.
- c) School matches will only be scheduled on hard courts.
- d) School use will be limited to not more than eight (8) matches per year at each facility and not more than one (1) match per week per team. The schedule of home matches for these school teams must be approved by the Tennis Operations Supervisor.

### 4) **Team and League Play**

- a) Teams will be eligible to use Coral Gables Tennis facilities if they are comprised of a simple majority of either Coral Gables residents or current Coral Gables Tennis annual pass holders.
- b) Team Play at the Biltmore during prime-time hours will be limited to three (3) days per week with seven (7) courts per day. Team play at Salvadore during prime time will be limited to a maximum of one (1) day per week (Monday through Thursday) and an additional day on Fridays per week, each with five (5) courts per day. All evening matches will take place between 7:00 p.m. to 9:00 p.m. and will be on courts five (5) to eight (8) with the addition of court four (4) if a fifth court is required. Team Captains will be required to reschedule matches if team schedules include additional court time beyond these limits.
- c) Team roster size will be limited in accordance with the United States Tennis Association (USTA) rules associated with the specific league.
- d) League schedules will be posted at each facility as soon as they become available. Team Captains will be responsible for keeping them updated as necessary.

### 5) **Social Play**

#### a) **Weekday Play**

- A minimum of three (3) courts at each facility will be mandated for social play at all times with the exception of tournaments and special events, or programming. Courts that remain unreserved two (2) days prior to the date of use will become available to other uses (i.e. instructional play) on a first-come-first-served basis.
- Social play will be scheduled in one (1) hour blocks with a maximum of two (2) hours.
- Reservations will only be taken from Coral Gables residents and Tennis Center annual pass holders.
- Reservations may be made three (3) days in advance of the scheduled use using the Courts Reservation System in RecTrac. Phone or walk-in reservation can only be made two (2) days in advance.
- When taking a reservation, staff will record name of at least two (2) players who will be playing on the court, recording it in the reservation book on the day and time requested.
- Reservations are non-transferable to another party.

## APPENDIX "A"

- Players who are canceling their reservation are expected to call the Tennis Center to notify staff of their cancellation a minimum of two (2) hours in advance of the start time of their reservation.
- Players who have a reservation in the first two (2) hours of each day may leave a message on the facilities answering machine prior to the facility opening for the day. Failure to notify follow these guidelines will be considered a no-show.
- A reservation will be considered a no-show if players have not arrived by five (5) minutes after the reservation start time.
- Players who reserve a court and fail to use the reserved court without advanced notification, will be penalized. Players who have two (2) "no shows" within a rolling thirty (30) day period will lose the ability to reserve a court for the succeeding thirty (30) days.
- Only the individual players in a group who do not show up for a reserved court will be penalized.

### **b) Weekend Play**

- There will be no reservations for social play taken for Saturdays and Sundays. Social play on these days will be strictly drop-in and on a first-come-first-serve basis.
- Up to two (2) courts each morning and each afternoon may be reserved for ladder matches at either facility.
- Social play will be scheduled in one (1) hour blocks for singles and one and a half (1 ½) hour blocks for doubles.
- Additional time for weekend play will be based on availability.
- Players will be added to a secondary waitlist by request ten (10) minutes prior to the end of their scheduled usage. If no courts are immediately available, players will then go onto the main waiting list for a court.

### **6) Instructional Play**

- a) Instructional play will consist of tennis classes, private lessons, semi-private lessons, hitting sessions, team practices, clinics and camps. All categories of instructional play will be conducted by tennis professionals contracted by the City of Coral Gables Procurement Division. Coaches and individuals are not allowed to instruct at either tennis facility.
- b) Instructional play will have priority on five (5) courts at Salvadore and five (5) courts at Biltmore at all open times. Courts nine (9) to thirteen (13) at Salvadore will be identified as the priority courts used for instruction. Courts five (5) to eight (8) at Salvadore will be identified as the courts used for additional instruction when needed as approved by the Tennis Operations Supervisor. Unneeded courts will be released for social play as possible.
- c) Camps - (Currently Winter, Spring and Summer programs – Mondays to Fridays for the hours of 9:00 a.m. to 4:00 p.m.), will have priority on all courts at Biltmore, seven (7) courts at Salvadore.
- d) Use of Buffer Courts - Where possible a buffer court will be left when scheduling instructional play, by keeping an open court between social and instructional play. These "buffer courts" will be the last courts booked and to the best of their ability, tennis staff will inform the players reserving these buffer courts that they will be playing next to a lesson.

## APPENDIX "A"

- e) Instructional needs that exceed these limits for court time may be scheduled with the approval of the Parks and Recreation Director.

### **6.0 RAINOUTS:**

In the event that courts are rained out, reservations will not be transferred to dry courts that are reserved. Players who had reservations on courts that were too wet to use will have preference over the players on the waiting list.

### **7.0 RAIN CHECKS:**

If it begins to rain after players have taken the court, they will be entitled to a rain check only if less than one half ( $\frac{1}{2}$ ) of the reserved court time has expired. Refunds will not be given.

- 1) Rain Checks may be redeemed for play at any Coral Gables tennis facility.
- 2) Player must present the rain check slip as payment when signing up for a court.
- 3) "RC" will be logged next to the players name in the reservation book when the Rain Check is used.
- 4) The date of use will be listed on the Rain Check and the slip must be stapled into the reservation book on the day of use.

### **8.0 EXCEPTIONS:**

Exceptions to this policy must be approved by the Parks and Recreation Director.



## CITY OF CORAL GABLES REFERENCE FORM RTQ 2020-010-6 Professional Tennis Instructors

Complete the form as indicated below, to provide the required information as outlined in Section 3 of the solicitation. The City shall contact the companies listed below to verify the services performed. All fields must be completed.

**Reference # 1 must cover the minimum three (3) year period from the issuance date of this solicitation.**

1. Contact Person \_\_\_\_\_  
Location/Club Name \_\_\_\_\_  
Contact Telephone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Dates of Employment/Contract From: \_\_\_\_\_ To: \_\_\_\_\_  
Description \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Contact Person \_\_\_\_\_  
Location/Club Name \_\_\_\_\_  
Contact Telephone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Dates of Employment/Contract From: \_\_\_\_\_ To: \_\_\_\_\_  
Description \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Contact Person \_\_\_\_\_  
Location/Club Name \_\_\_\_\_  
Contact Telephone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Dates of Employment/Contract From: \_\_\_\_\_ To: \_\_\_\_\_





Description \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Contact Person \_\_\_\_\_

Location/Club Name \_\_\_\_\_

Contact Telephone No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Dates of Employment/Contract From: \_\_\_\_\_ To: \_\_\_\_\_

Description \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Tennis Professional Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_