



City of Jacksonville Beach

Property and Procurement Division
1460A Shetter Ave., Jacksonville Beach, FL 32250
Tel: 904-247-6229



REQUEST FOR PROPOSALS

RFP Number:	11-2425
RFP Title:	Tennis Professional

Submittal Opening	
Day:	Wednesday
Date:	October 8, 2025
Time:	2:00 P.M.
Location:	Property and Procurement
Address:	1460A Shetter Ave., Jacksonville Beach, FL 32250

ANTICIPATED TIME LINE: The **anticipated** schedule for this RFP is as follows:

RFP Advertised	10-September-2025
Deadline to Submit Questions	26-September-2025
Addendum (if necessary) Issued	1-October-2025
RFP Opened	8-October-2025

TABLE OF CONTENTS

	<u>Page(s)</u>
SECTION A: OVERVIEW	3-5
1. Purpose	4
2. RFP Due Date	4
3. Questions and Requests for Clarification	4
4. Eligibility	4
5. Contract Award	5
6. Submittal Requirements	5
 SECTION B: GENERAL PROVISIONS	 6-22
 SECTION C: TECHNICAL SPECIFICATIONS	
Tennis Professional	23-26
 SECTION D: EVALUATION AND AWARD PROCEDURES	 27-30
 SECTION E: SUBMITTAL FORMS	 31-42
Form 1: Proposal Tender Form	32-33
Form 2: RFP Award Notice	34
Form 3: Required Disclosure	35
Form 4: Drug-Free Workplace Compliance	36
Form 5: Non-Collusion Affidavit	37
Form 6: Non-Bankruptcy Affidavit	38
Form 7: Certification Pursuant to Florida Statute §287.135	39
Form 8: Suspension & Debarment	40
Form 9: Florida Anti-Human Trafficking	41
W-9	42

SECTION A: OVERVIEW

SECTION A: OVERVIEW

1. PURPOSE:

The City of Jacksonville Beach, (hereinafter “City”) is soliciting proposals from qualified professionals for a Tennis Professional for the City’s tennis facilities located at Huguenot Park and South Beach Park.

The Jacksonville Beach Tennis Club is located at Huguenot Park, one block from the ocean. Its features include seven (7) lighted courts with hitting backboard, a pro shop and a lounge. In addition, the City has one (1) court located at the South Beach Park. The courts are open seven (7) days a week throughout the year. Court maintenance is the responsibility of the City.

The intent of the solicitation is to obtain the most efficient, cost effective professional service contract provided by a qualified and responsible individual based in all respects in accordance with the solicitation documents and to the satisfaction of the City.

Interested, qualified tennis professionals, who can demonstrate ability to successfully provide these tennis services are invited to submit a proposal, provided they meet the minimum eligibility requirements described below.

2. RFP DUE DATE: 2:00 PM WEDNESDAY OCTOBER 8, 2025

RFPs will be received until 2:00 P.M., Wednesday, October 8, 2025, and then opened publicly by the Property and Procurement Division, First Floor O&M Building, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250.

3. QUESTIONS AND REQUESTS FOR CLARIFICATION:

No verbal interpretations will be made of any documents. Requests for such interpretations shall be made in writing via email at Purchasing@jaxbchfl.net no later than **September 26, 2025**. It is the respondent’s responsibility to ensure that all queries submitted for interpretation are received and addressed by the City no later than **October 1, 2025**. Questions which are not acknowledged by the City prior to the **September 26, 2025** will not be considered for addendum issuance. All interpretations will be in the form of an addendum and will be published on the Bid/RFP/RFQ section of the City’s website <https://www.jacksonvillebeach.org/Bids.aspx>.

4. ELIGIBILITY

The selected individual will be an independent contractor, not an employee of the City. The selected contractor will be required to furnish adequate liability and workman’s compensation insurance.

5. CONTRACT AWARD:

The City reserves the right to enter into a contract with the selected firm(s) that the City deems to offer the best overall qualifications and experience. In addition, the City Manager, as the City's representative, in his sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

The City reserves the right to negotiate with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, the City reserves the right to negotiate and recommend award to the next ranked respondent or subsequent respondents, until an agreement is reached.

The City reserves the right to award this contract to one or more firms. In the event of a multiple award, the City will designate a Primary and Secondary Contractor. The Secondary Contractor will be used if the Primary Contractor is unable to cope with the demands of the project, or if performance standards are unacceptable, or if the contract is terminated for cause or convenience.

6. SUBMITTAL REQUIREMENTS:

Submit completed package one (1) original plus three (3) copies and one (1) USB thumb drive in one sealed envelope. Packages received without the requested information or quantities may be rejected.

It is incumbent upon the respondent to ensure that all copies of the proposal package submittals are complete and exact replicas of each other.

Clearly mark the submittal envelope with the RFP number, RFP title and Respondent name.

It is incumbent upon the Respondent to ensure that proposal package submittals are received by the Property and Procurement Division on time. Submissions received after the due date and time will not be considered.

SECTION B:

GENERAL PROVISIONS

GENERAL PROVISIONS

1. INSTRUCTIONS TO RESPONDENTS:

- **Technical Specifications** that are **explicit** to this particular **Request for Proposals Number 11-2425** are found in **SECTION C: TECHNICAL SPECIFICATIONS**, which begins on **page 23**.
- **The Minimal Proposal Package shall consist of the following:**

Title Page - Include the RFP number and name, address, telephone number of firm, contact person and date of proposal.

Table of Contents

Letter of Transmittal

Form 1: Proposal Tender Form

Form 2: RFP Award Notice

Form 3: Required Disclosure

Form 4: Drug-Free Workplace Compliance

Form 5: Non-Collusion Affidavit

Form 6: Non-Bankruptcy Affidavit

Form 7: Certification Pursuant to Florida Statute §287.135

Form 8: Suspension & Debarment

Form 9: Florida Anti-Human Trafficking

W-9

Local Business Tax Receipt

Any additional information to be determined by the respondent. All forms must be completely filled out, appropriately executed and submitted as part of the proposal package. These start on **page 31**.

Failure to comply with the requirements of this paragraph may be construed by the CITY as proper grounds for disqualifying any proposal at the CITY's sole discretion.

2. TERMS AND CONDITIONS:

- A. **General**. It is the purpose and intent of this RFP to secure the supplies and/or services listed herein for the City of Jacksonville Beach, Jacksonville Beach, Florida, hereinafter called the "CITY."
- B. **Time for CITY Acceptance**. Unless otherwise specified herein, the submitter will allow sixty (60) days from the last date for the receiving of proposals for acceptance of its submittals by the CITY.
- C. **Effective Contract Term Start Date**. The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.

- D. Extension of Contract. If the CITY should have a need to re-advertise for responses, the Contract resulting from this RFP shall automatically be extended month-to-month past its term end date. This mandatory extension will allow the CITY to receive and assess responses, to award a new contract, and to ensure a smooth, cooperative and seamless transition between contractors; to minimize impact and disruption to customers; and, to maintain safety and health standards.
- E. Contract Termination. Subject to a thirty (30) day written notice, the CITY reserves the right to terminate the resulting contract for the following causes:
- 1) The CONTRACTOR fails to perform the work in a satisfactory manner as determined by the CITY.
 - 2) The CONTRACTOR fails to perform the work in a timely manner as determined by the CITY.
 - 3) *For convenience*. By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY's performance and obligation to pay under this Agreement is contingent upon annual appropriations.
- F. Award.
- 1) The CITY reserves the right to waive informalities, to reject any and all proposals, in whole or in part, and to accept the proposal(s) that in its judgment will best serve the interest of the CITY.
 - 2) The CITY specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the submittal. Each item must be itemized separately and no attempt shall be made to tie any item or items together.
- G. Inspection. All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case any articles are found to be defective, or otherwise not in conformity with the specification requirement, the CITY shall have the right to reject such articles.
- H. Payments. The Contractor shall be paid, upon the submission of invoices in triplicate, the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order Number.

3. ADDITIONAL INFORMATION:

The information in this RFP package is provided to facilitate responses. Much effort was made to provide necessary and accurate information, but the CITY is not to be penalized for any lack of completeness. If you require further information regarding this submittal, please contact the Property and Procurement Division via email at Purchasing@jaxbchfl.net.

4. ADDENDA TO THE RFP:

If any addenda are issued to this RFP, a good faith attempt will be made to deliver a copy to each of the Respondents, who, according to the records of the Property and Procurement Division previously requested a copy of this RFP. However, prior to submittal, it shall be the responsibility of the Respondent to contact the CITY's Property and Procurement Division (904-247-6229) to determine if any addenda were issued and if so, to obtain such addenda for attachment to, and consideration with, the RFP. Respondents should either acknowledge receipt of such addenda on their submittal, or attach such addenda to their response.

5. USE OF PROPOSAL RESPONSE FORMS:

All submittals must include the forms provided in Section E of this package. Failure to comply may preclude consideration of the submission. Supplemental information may be attached to these forms.

6. DEVIATIONS FROM REQUESTED PLAN:

The contract terms and conditions stipulated in this RFP are those required by the CITY. Respondents are required to submit their qualification, which comply with the requested services. Any deviations from the services requested should be clearly noted.

7. CONFLICT WITH SPECIMEN CONTRACTS:

Unless specifically noted to the contrary as a deviation from the RFP, the submission of respondent's specimen contract with a respondent's proposal submittal shall not constitute notice of the respondent's intent to deviate from the RFP in a restrictive manner. Unless specifically noted otherwise, the attachment of the respondent's specimen contract shall be deemed to be an offer in at least full compliance with the RFP, and the respondent expressly agrees to reform said contract to the extent inconsistent in a restrictive manner from the RFP. That is, submission of a respondent's contract shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the RFP or a broadening of terms and conditions to the benefit of the CITY beyond that required by the RFP.

8. ERRORS IN SUBMITTALS:

Respondents shall fully inform themselves as to the conditions, requirements and specifications before submitting their proposal. Failure to do so will be at the respondent's own risk, and a respondent cannot secure relief on a plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the respondents.

9. LEGAL AND REGULATORY COMPLIANCE:

PUBLIC RECORDS

The Respondent must agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to the Public Records Law, Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this Contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF JACKSONVILLE BEACH, CITY CLERK'S OFFICE:

TELEPHONE NUMBER: 904-247-6250 EXT # 10

EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET

MAILING ADDRESS: 11 NORTH THIRD STREET, JACKSONVILLE BEACH, FL 32250.

The Contractor shall comply with public records laws of Florida, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

E-VERIFY / AUTHORIZED WORKER STATUS:

Pursuant to Section 448.095, Florida Statutes, CONTRACTOR, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of CONTRACTOR or subcontractor(s).

Should CONTRACTOR enter into a contract with a subcontractor for the work to be provided to the CITY herein, the subcontractor shall provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract.

The CITY, CONTRACTOR, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, shall terminate the contract with the person or entity in violation.

If the CITY has a good faith belief that a subcontractor has knowingly violated this Article, but CONTRACTOR otherwise complied with this Article, the CITY shall promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate the contract with the subcontractor.

If this Agreement is terminated under this Article, it is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement with CONTRACTOR under this Article, CONTRACTOR may not be awarded a public contract for at least one year after the date on which this Agreement is terminated. CONTRACTOR shall be liable for any additional costs incurred by the CITY as a result of the termination of this Agreement.

The CITY, CONTRACTOR, or subcontractor may file a cause of action with a circuit or county court to challenge termination under this Article no later than 20 calendar days after the date on which this Agreement was terminated.

**PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR
IDEOLOGICAL INTEREST:**

In accordance with Sec. 287.05701, F.S., the City may not request documentation of, consider, or give preference to a vendor based on a vendor's social, political, or ideological interest when determining if the vendor is a responsible vendor.

10. CANCELLATION/NON-RENEWAL/ADVERSE CHANGE/RATE INCREASE NOTICE:

The CITY should be given at least a 90-day notice of cancellation, non-renewal, adverse change or increase in rates. (If applicable)

11. WAIVER/REJECTION OF RESPONSES:

The CITY reserves the right to waive formalities or informalities in submissions and to reject any or all submittals or portions of submittals, or to accept any submittals or portions of submittals deemed to be in the best interest(s) of the CITY or to negotiate or not negotiate with the respondent.

12. AUTHORIZED OFFER:

The person submitting the proposal should indicate the extent of authorization by the Company to make a valid offer in the proposal summary that may be accepted by the CITY to form a valid and binding contract.

If the person submitting the proposal is not authorized to submit a proposal that can be bound by CITY acceptance, such a person should also obtain the signature of an authorized representative of the respondent's firm, that may result in a bound contract upon the CITY's acceptance.

13. EVALUATION OF RESPONSES:

The CITY will evaluate each proposal based on all the criteria set forth in the RFP. Fees may be requested as part of the RFP package. However, if fees are requested, the CITY reserves the right at its sole discretion to exclude the fees from the evaluation process. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.

14. PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section**

287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list **(See attached Form 3)**.

15. CONFLICT OF INTEREST / CONE OF SILENCE:

All solicitations once advertised, and until the appropriate authority has approved an award recommendation, are under the “Cone of Silence.” This limits and requires documentation of communications between potential proposers and/or proposers on CITY solicitations, the CITY’s professional staff, and the City Council members.

Any lobbying by or on behalf of the respondent may result in rejection/disqualification of said proposal at the CITY’s sole discretion. Respondents shall refrain from any communication with City Council members, CITY Staff, or the CITY’s Evaluation Committee, or members of any Board or Agency of the CITY, regarding this RFP.

DURING THE PERIOD BETWEEN PROPOSAL ADVERTISEMENT DATE AND THE CONTRACT AWARD, RESPONDENTS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE CITY COUNCIL, CITY STAFF, CITY EVALUATION COMMITTEE OR MEMBERS OF ANY BOARD OR AGENCY OF THE CITY, EXCEPT UPON THE REQUEST OF THE CITY OF JACKSONVILLE BEACH PURCHASING DIVISION IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

This provision is not meant to preclude respondents from discussing other matters with City Council, CITY staff or members of any CITY Board or Agency. This policy is intended to create a level playing field for all potential respondents, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Violation of this provision may result in rejection of the respondent’s proposal.

The Cone of Silence shall be imposed on this RFP upon its advertisement and shall terminate at the time the City Council and/or City Manager awards the solicitation. However, if the City Council and/or the City Manager refers the recommendation of award back to the CITY staff for further review, the Cone of Silence shall be re-imposed until such time as the City Council and/or the City Manager makes a subsequent award for the solicitation.

The Cone of Silence prohibits the following activities:

- A. Any communication regarding this RFP between a potential vendor, service provider, respondent, lobbyist or consultant and the CITY's professional staff;
- B. Any communication regarding this RFP between the Mayor, Council members and any member of any Board or Agency of the CITY;
- C. Any communication regarding this RFP between potential vendor, service provider, respondent, lobbyist or consultant and any member of a selection or evaluation committee;
- D. Any communication regarding this RFP between the Mayor, Council members; any member of any Board or Agency of the CITY and the selection or evaluation committee therefore;
- E. Any communication regarding this RFP between any member of the CITY's professional staff and any member of the selection or evaluation committee; and
- F. Any communication regarding this RFP between a potential vendor, service provider, respondent, lobbyist or consultant and the Mayor, Council members and any member of any Board or Agency of the CITY.

The Cone of Silence may not apply to:

- A. Oral communications at pre-proposal meetings;
- B. Oral presentations before selection or evaluation committees;
- C. Public presentations made to the City Council during any duly noticed public meeting;
- D. Written communications regarding a particular RFP, RFQ, or ITB between a potential vendor, service provider, respondent, lobbyist or consultant and the CITY's Purchasing Agent or CITY employee designated responsible for administering the procurement process of such RFP, RFQ, or ITB, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- E. Communications with the CITY Attorney and his or her staff;
- F. Duly noticed site visits to determine the competency of respondents regarding a particular submittal/statement during the time period between the opening of RFPs and the time the City Council and/or City Manager makes the award;
- G. Any emergency procurement of goods or services pursuant to CITY Code;
- H. Contract negotiations during any duly noticed public meeting;
- I. Communications to enable CITY staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, respondent, lobbyist, or consultant and any member of the CITY's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular respondent may render the RFP award to said respondent voidable by the City Council and/or City Manager at the CITY's sole discretion.

16. NON-COLLUSION AFFIDAVIT:

As part of the solicitation process, Respondents are required to complete a Non-Collusion Affidavit. This is intended to prevent corruption in the solicitation process by requiring a declaration from the Respondent that they have not colluded with any other party in preparation of their proposal (**See attached Form 5**).

17. DISCRIMINATION CLAUSE:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

18. SAFETY REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES TO CITY:

- A. The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards including 29 CFR 1910 and any other rules and regulations applicable to construction and maintenance activities in the State of Florida. The Contractor shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any county or city or any other agency's rules and regulations regarding safety. The Contractor must employ all possible means to prevent contamination or pollution of air, waterways and soil.
- B. The CITY's safety personnel or any supervisor or inspector may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the CITY; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this contract and a duty of the contractor. The CITY reserves the right to require demonstration of compliance with the safety provisions of this contract. The parties agree that such failure is deemed to be a material breach of this agreement; and the Contractor agrees that upon such breach, all work pursuant to the contract shall terminate until demonstration to the CITY that the safety provisions of this agreement have been complied with. In no event shall action or failure to act on the part of the CITY be construed as a duty to enforce the safety provisions of this agreement nor shall it be construed to create liability for the CITY for any act or failure to act in respect to the safety provisions of this agreement.

19. INSURANCE REQUIREMENTS:

(A) GENERAL INSURANCE PROVISIONS

Hold Harmless: The City shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the Contractor, unless such claims are a result of the City's sole negligence.

Payment on Behalf of the City: The Contractor agrees to pay on behalf of the City, the City's legal defense, for all claims described herein.

Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Loss Control/Safety: Precaution shall be exercised at all times by the Contractor for the protection of all persons, employees, and property. The Contractor shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

(B) PROOF OF CARRIAGE OF INSURANCE & NAMING CITY AS ADDITIONAL INSURED

The Contractor shall furnish the City with satisfactory proof of carriage of insurance required herein. The Contractor shall name the City of Jacksonville Beach (City) as additional insured on the Contractor's, and any sub-consultant or subcontractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the Contractor or its sub-consultants or subcontractors. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the Organization.

(C) COVERAGE REQUIREMENTS:

Basic Coverages Required: During the term of this contract, the Contractor shall procure and maintain the following described insurance and/or self-insurance except for

coverage's specifically waived by the City. All policies and insurers must be acceptable to the City.

These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types of amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

All insurers must carry a current A M Best rating of at least A-

Worker's Compensation Coverage is **required**.

The CONTRACTOR and all subcontractors shall purchase and maintain worker's compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

The CONTRACTOR and all subcontractors shall also purchase any other coverage required by law for the benefit of employees.

General Liability Coverage is **required for Contractor and all subcontractors**.

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and is **required**.

Coverage C, medical payments is **not required**.

Amounts:	Bodily Injury:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate

Products and Completed Operations are **required for Contractor and all subcontractors**.

Amount: \$1,000,000 Aggregate

Business Auto Liability Coverage is required for Contractor and all subcontractors.

Business Auto Liability Coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Amounts:	Bodily Injury:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate

Professional Liability is required for Contractor and all subcontractors

Pollution Liability Required of Contractor and all subcontractors.

The City requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third-party liability, on-site and off-site third-party pollution liability coverage, natural resources damage coverage.

Limits of Liability:	\$1,000,000	Each Pollution Event Limit
	\$1,000,000	Aggregate Policy Limit

Excess or Umbrella Liability Coverage.

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

Limits of Liability:	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate

Claims Made Coverage – No Gap

If any of the required professional or pollution liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding

insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

(D) CERTIFICATES OF INSURANCE OF CONTRACTOR AND ALL SUBCONTRACTORS.

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the CITY at least 15 days prior to coverage renewals.

If requested by the CITY, the CONTRACTOR shall furnish complete copies of the CONTRACTOR's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Contractor shall at the option of the City, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage.

NOTE: Any subcontractors approved by the City shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverages shall name the City as “additional insured”.

Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful respondent(s)' obligation to fulfill the insurance requirements herein.

20. BANKRUPTCY:

No firm will be issued a contract for the work, where a key representative has filed for bankruptcy personally or has been a CITY/officer or principal of a firm, which has filed bankruptcy in the past seven (7) years. Attached is a Non-Bankruptcy Affidavit form. All submitted proposals must include this form executed by the proper representative of the respondent company (**See attached Form 6**).

21. NONEXCLUSIVE:

Notwithstanding the contract resulting from this RFP, the CITY reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types

of work noted in this RFP. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

22. DRUG FREE WORKPLACE COMPLIANCE FORM:

Attached is a Drug Free Workplace Compliance Form. All submitted proposals must include this form executed by the proper representative of your company. **(See attached Form 4).**

23. WARRANTY:

All warranties express and implied shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the successful respondent against factory defects and workmanship. At no expense to the City, the successful respondent shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

24. PROTEST:

Any respondent who perceives themselves aggrieved in connection with a recommended award may protest to the Property and Procurement Officer. A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the respondent of the Notice of Intent to Submit RFP for Approval and Award by City Council, in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

In the event of a timely protest, the City shall not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

25. FRAUD AND MISREPRESENTATION:

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

26. OMISSIONS IN SPECIFICATIONS:

The scope of services or description of items contained within this solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the respondent from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

27. FORCE MAJEURE:

The City and the successful respondent are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- A. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- C. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- D. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the successful respondent shall not

constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

28. PROPOSAL AWARD NOTICE FORM:

Attached is a Proposal Award Notice Form. All submitted proposals are to include this form to be notified of the recommendation of award. **(See attached Form 2)**

29. INDEMNIFICATION:

The firm, without exception, shall indemnify and hold harmless the City of Jacksonville Beach, its officers, agents, and employees from any and all liability of any nature and kind including costs and expenses for, or on account of, any copyrighted materials, patented or unpatented invention processes, or article manufactured or used in relation to this RFP. If the firm uses any design, device, or material covered by letters-of-patent or copyright, it is mutually agreed and understood, without exception, that the fees charged by the firm shall include all royalties or costs arising from the use of such design, device, or material.

30. RFP IS NOT A BID:

This Request for Proposals is not to be considered a bid. The City will evaluate responses based on the criteria set forth in this RFP. The evaluation process is to consider all requested criteria to determine which firm is the most highly qualified to perform the required services.

SECTION C: TECHNICAL SPECIFICATIONS

TENNIS PROFESSIONAL

1. INTRODUCTION

The City of Jacksonville Beach, (hereinafter “City”) is soliciting proposals from qualified professionals for a Tennis Professional for the City’s tennis facilities located at Jacksonville Beach Tennis Club.

The Jacksonville Beach Tennis Club is located at Fountain View Park, one block from the ocean. Its features include seven (7) lighted courts with hitting backboard, a pro shop and a lounge. In addition, the City has one (1) court located at the South Beach Park. The courts are open seven (7) days a week throughout the year, except for recognized public holidays. Court maintenance is the responsibility of the City.

The selected respondent will be an independent contractor, not an employee of the City. The selected contractor will be required to furnish adequate liability and workman’s compensation insurance.

The City will negotiate a contract with the selected contractor and allow use of the facilities for paid instruction, tournaments, camps, clinics or other specialty events. With the number of courts available, it has been the norm that both private use as well as commercial use can peacefully co-exist.

The intent of the solicitation is to obtain the most efficient, cost effective professional service contract provided by a qualified and responsible individual based in all respects in accordance with the solicitation documents and to the satisfaction of the City.

Interested, qualified tennis professionals, who can demonstrate ability to successfully provide these tennis services are invited to submit a proposal, provided they meet the minimum eligibility requirements described below.

2. ELIGIBILITY FOR TENNIS PROFESSIONAL

- a. Respondents must demonstrate professional certification by a nationally recognized tennis organization.
- b. Respondents must demonstrate teaching experience in a municipal or club setting as a head professional or associate professional for at least five (5) years.
- c. Respondents must demonstrate strong management and organizational background with the ability to teach all levels of tennis particularly beginners and to organize and promote tennis programs.
- d. Respondents must provide at least three (3) professional references.

- e. Respondents must be able to provide Professional Liability insurance as offered by the United States Professional Tennis Association (USPTA), or similar, minimum Professional Liability coverage of \$1,000,000. The contractor's insurance policy must be endorsed to add the City as an Additional Insured.
- f. Respondent will be required to submit to and satisfactorily pass a criminal background check to include a National FBI check in accordance with the Volunteer and Employee Criminal History System at the Florida Department of Law Enforcement.

3. MINIMUM SERVICES REQUIRED FROM TENNIS PROFESSIONAL

- a. Provide instruction in the fundamentals of tennis including but not limited to the rules of competitive tennis.
- b. Organize and supervise group and private tennis lessons and instruction.
- c. Promote Men's, Women's and Junior Tennis Programs by a variety of methods, including but not limited to, establishing a series of ongoing lessons, practice sessions, matches, tournaments, league play and/or clinics.
- d. Use Contractor's best efforts to promote the tennis program and facilities to residents of the City. The Contractor shall endeavor to heighten public interest in and awareness of the sport.
- e. Provide assistance, expertise and technical advice required by the Parks and Recreation Department.
- f. Assist the City by providing to the Parks and Recreation Department information on all changes in tennis rules and/or regulations which affect the tennis industry and consequently might affect the operation of public tennis programs and facilities.
- g. Lend Contractor's name and professional reputation to the promotion of tennis in the City of Jacksonville Beach.
- h. Maintain records and accounts of all transactions that result from doing business pursuant to this Agreement. Such records shall include daily attendance and enrollment records as well as financial records. Such records shall be kept so as to satisfy standard bookkeeping requirements. Such records shall be made available to City for inspection, review and auditing upon ten (10) calendar days written notice from the City.
- i. Maintain all necessary licenses and permits as required by law.
- j. Be legally liable for the safety of all individuals while participating in any event supervised by Contractor while acknowledging the overriding right of City to expel from municipal property any person conducting themselves in violation of City facility/park rules, regulations or ordinances.
- k. Not permit any signs or advertising at any City facility unless specifically approved in writing by the Director of the Parks and Recreation Department or his/her designee.
- l. Abide by all applicable federal, state and local regulations, ordinances and/or laws with special attention to those related to the health and safety of participants in athletic events and Parks and Recreation Department rules and regulations.
- m. Cooperation with City officials and other tennis clubs.

- n. Cooperation with user tennis groups and organizations in promoting recreational opportunities and tournament play.
- o. Provide other tennis related services to the City has required. From time to time, additional services may be required. The Director of Parks and Recreation shall be responsible for requesting additional services, as required.

4. INDEPENDENT CONTRACTOR

The Contractor shall be deemed to be an independent contractor and not an agent or employee of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Contractor shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

5. INSTRUCTION

- a. The timetable of hours will be determined by the City.
- b. The instruction price for tennis patrons will be negotiated. The City may negotiate a percentage of 70% of the instruction price payable to the Tennis Professional.

6. FACILITY MAINTENANCE

It shall be the City's responsibility to provide for the care and maintenance at the courts of the following items:

- a. The City will remove dirt and debris from the courts on a weekly basis.
- b. The City will resurface the Tennis Courts on a regular basis to assure a nice playing surface for the users. Currently, the courts are resurfaced approximately every 8 years.
- c. The City will replace the nets and straps at the courts on as needed basis.
- d. The City will maintain the wind screen netting at the courts on an as needed basis.
- e. The City will assure the locks at the courts and that fencing and gate mechanisms are kept in good working order.

7. SIGNS AND EQUIPMENT

No signs or advertising matter shall be displayed on or outside the premises. The Tennis Professional shall furnish at his or her own cost and expense all movable equipment, machines and other gear necessary for the proper conduct of the Tennis Facilities.

8. CONTRACT TERM

The initial contract term is five (5) years.

SECTION D:

EVALUATION AND AWARD PROCEDURES

EVALUATION AND AWARD PROCEDURES

A. EVALUATION CRITERIA FOR TENNIS PROFESSIONAL

The RFP evaluation will be based on certain objective and subjective considerations listed below.

Respondent(s) must present the minimum qualifications and a comprehensive program to offer professional tennis services to the public. This should include:

1. Qualifications and Experience: (40 points)

- a. Provide a detailed narrative of professional qualifications and experience, identifying all positions held as a professional. Minimum requirement is at least five (5) years teaching experience.
- b. Provide a photocopy of the USTA card, or similar qualification, and any other such documents appropriate to demonstrate professional qualifications.

2. References: (10 points)

Provide at least three (3) professional references.

3. Lesson Program: (25 points)

- a. Provide a narrative detailing experience in planning, managing and implementing lessons, clinics, tournament play and similar activities.
- b. Respondents should provide a brief narrative on how they intend to manage play on the tennis courts to ensure optimum access, enforce court rules, regulations and court etiquette.
- c. Provide a description of all the proposed services available to the public including hours of instruction.

4. Financial Terms and Contractual Conditions: (25 points)

- a. Provide an itemized list of proposed lesson fees.
- b. Respondents should detail all financial terms and conditions they would propose between themselves and the City.
- c. Respondents should detail any special non-monetary contractual conditions they would propose between themselves and the City.

Proposals may include additional material and data not specifically requested which could be considered for evaluation.

B. EVALUATION PROCESS

The City of Jacksonville Beach will not award this contract on a price only basis, but will award based on an evaluation of how well each Respondent meets the evaluation criteria listed herein.

An evaluation committee of qualified City staff or other persons selected by the City

will conduct evaluations of proposals. It may be a two-step process. In step one; the committee will evaluate all responsive proposals based upon the information contained in the submittals. The committee will rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee may give further consideration to all responsive proposals received. In step two, the committee may then conduct discussions (oral presentations) and/or site visits to business locations, for clarification purposes only, with the finalists and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City reserves the right to shortlist the Respondents on any or all of the stated criteria. However, the City may determine that shortlisting is not necessary.

Therefore, it is in the best interest of Respondents to provide informative, concise, well-organized technical and business information relative to the work.

The City reserves the right to conduct interviews with some or all of the respondents at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Respondent for the costs associated with the interview process.

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Respondent submitting a proposal.

The City reserves the right, before awarding the contract, to require a Respondent to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City reserves the right to request additional clarifying information and request an oral presentation from any and all Respondents prior to determination of award.

The City reserves the right to award the contract to the Respondent(s) who will best serve the interests of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The narrative portion and the materials presented in response to this Request for Proposals should be submitted in the same order as requested and must contain, at a

minimum, the following:

1. Qualifications and Experience.
2. References.
3. Lesson Program.
4. Financial Terms and Contractual Conditions.

SECTION E: FORMS

FORM 1: PROPOSAL TENDER FORM

RFP NUMBER: **11-2425**
TITLE: **Tennis Professional**

TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA

FROM: _____

All services shall be provided meeting, and in compliance with this RFP document and the most current versions of all local, state, and federal laws, rules, regulations, policies, guidelines.

NOTE: Respondent is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-consultant work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all Consultant overhead, all Consultant profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the Respondent's response for this RFP.

I hereby certify that I have read and understand the requirements of **RFP #: 11-2425 Tennis Professional**, and as the Respondent will comply with all requirements, and that I am duly authorized to execute this response document and any Contract(s) and/or other transactions required by award of this RFP.

SUBMITTED BY: _____
Printed Name of Authorized Submitter

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

By: _____
Signature of Authorized Submitter

Title (typed or neatly printed)

FORM 1: PROPOSAL TENDER FORM

RFP DOCUMENT TURN-IN CHECKLIST

The following documents are to be completed, signed and submitted as part of the Submittal Package in response to this RFP. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted RFP. This consideration will be at the sole discretion of the CITY.

INITIAL Check-Off	#	SECTION TITLE
[]	1.	TITLE PAGE
[]	2.	TABLE OF CONTENTS
[]	3.	LETTER OF TRANSMITTAL
[]	4.	FORM 1: PROPOSAL TENDER FORM (Page 32-33)
[]	5.	FORM 2: RFP AWARD NOTICE (Page 34)
[]	6.	FORM 3: REQUIRED DISCLOSURE (Page 35)
[]	7.	FORM 4: DRUG-FREE WORKPLACE COMPLIANCE (Page 36)
[]	8.	FORM 5: NON-COLLUSION AFFIDAVIT (Page 37)
[]	9.	FORM 6: NON-BANKRUPTCY AFFIDAVIT (Page 38)
[]	10.	FORM 7: CERTIFICATION PURSUANT TO FLORIDA STATUTE §287.135 (Page 39)
[]	11.	FORM 8: SUSPENSION & DEBARMENT PURSUANT TO FLORIDA STATUTE §287.1351, EXECUTIVE ORDERS 12549 AND 12689, 2 C.F.R. PART 180 (Page 40)
[]	12.	FORM 9: ANTI-HUMAN TRAFFICKING (Page 41)
[]	13.	W-9 (Attach completed and signed form, which can be obtained from www.irs.gov) (Page 42)
[]	14.	LOCAL BUSINESS TAX RECEIPT

NOTE: Please INITIAL Check-Off of each *document / activity / requirement* that is attached to the Proposal Tender Form and/or is required by the RFP and/or Addenda.

ADDENDA RECEIPT VERIFICATION

Respondent shall acknowledge receipt of all addenda, if any, to the RFP, by filling in Addenda Numbers and dates below.

Addendum #: _____ Dated: _____	Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____	Addendum #: _____ Dated: _____

FORM 2: RFP AWARD NOTICE

City of Jacksonville Beach

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

NOTICE: Items 1 to 6 are to be completed by the respondent. The respondent is to submit the form to the CITY along with the Proposal Tender Form and other required documents.

1. Company Name: _____

2. Address: _____

3. City, State & Zip: _____

4. Attention: _____

5. Phone: _____

6. E-mail address: _____

PLEASE PRINT CLEARLY

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Proposals were received and evaluated, and the following recommendation will be presented to the City Manager for award of **RFP No. 11-2425** per the attached Proposal Tabulation form(s).

A written notice of intent to file a protest must be filed with the Purchasing Administrator within three (3) days after receipt by the respondent of the Notice of Intent to Submit RFP for Approval and Award by City Council from the Purchasing Administrator in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded RFP, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

Thank you for your proposal.
Sincerely,

CITY OF JACKSONVILLE BEACH
/s/Luis F. Flores
Property and Procurement Division

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) respondent, (2) any business entity related to or affiliated with respondent, or (3) any present or former owner of respondent or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a respondent whose stock is publicly owned and traded:

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Title: _____

Page 35 of 42

FORM 4: DRUG-FREE WORKPLACE COMPLIANCE

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 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 contract 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 contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature

FORM 5: NON-COLLUSION AFFIDAVIT

_____, being first duly sworn deposes and says
that:

1. He (it) is the _____, of _____
the respondent that has submitted the attached proposal;
2. He is fully informed respecting the preparation and contents of the attached proposal and
of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said respondent nor any of its officers, partners, owners, agents,
representatives, employees, or parties in interest, including this affidavit, have in any
way, colluded, conspired, connived or agreed, directly or indirectly, with any other
respondent, firm or person to submit a collusive or sham proposal in connection with the
Contract for which the attached proposal has been submitted; or to refrain from
responding in connection with such Contract; or have in any manner, directly or
indirectly, sought by agreement or collusion or communication, or conference with any
respondent firm, or person to fix the price or prices in the attached proposal or of any
other respondent or to fix any overhead, profit, or cost elements of the proposal price or
the proposal price of any other respondent, or to secure through any collusion,
conspiracy, connivance, or unlawful agreement any advantage against other respondents,
or any person interested in the proposed Contract;
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted
by any collusion, conspiracy, connivance, or unlawful agreement on the part of the
respondent or any other of its agents, representatives, owners, employees or parties in
interest, including his affidavit.

By: _____

Sworn and subscribed to before me this _____ day of _____, 20____,
in the State of _____, County of _____.

Notary Public

My Commission Expires: _____

FORM 6: NON-BANKRUPTCY AFFIDAVIT

RFP #: 11-2425

STATE OF _____)

COUNTY OF _____)

_____ is an officer and member of
the firm of _____, being first duly sworn, deposes and
states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **RFP No. 11-2425**
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

Affiant Signature

Sworn to before me this _____ day of _____, 20____ by _____.
(Name of affiant)

He/She is personally known to me or has produced _____ as identification.

Signature of Notary

Notary's Printed Name

Expiration of Notary's Commission

Affix Seal Here:

FORM 7: CERTIFICATION PURSUANT TO FLORIDA STATUTE §287.135

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

that _____:
Company Name

- a. is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Company is found to have submitted a false certification; or if the Company is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Company certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Company is found to have submitted a false certification; or if the Company is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

**FORM 8: SUSPENSION & DEBARMENT PURSUANT TO FLORIDA
STATUTE §287.1351, Executive Orders 12549 and 12689, 2 C.F.R. Part 180**

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

that _____ :
Company Name

- A. The prospective Vendor certifies that it and its principals (subcontractors and suppliers):
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City of Town or other government agency;
 - b. Have not within (36 months) period preceding this time, been convicted of or had a civil judgement entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal or State, City or Town or other local agency) transaction or contract; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicated for otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
 - d. Have not within (36) months period preceding this time, had one or more public contracts (Federal, State, City, or Town or other agency) terminated for cause or default.
- B. Where the prospective Vendor is unable to certify to any of the statements in this certification, an authorized signatory to this proposal shall complete, sign and attach a detailed explanation.

Name and Position

Date

Signature

Company Name

Street Address

City, State and Zip Code

FORM 9: ANTI-HUMAN TRAFFICKING

AFFIDAVIT OF COMPLIANCE WITH SECTION 787.06(13)
FLORIDA ANTI-HUMAN TRAFFICKING PROVISIONS
(To be used when a contract is executed, renewed or extended)
(Required only for non-governmental vendors)

STATE OF _____

COUNTY OF _____

I, {full legal name} _____, swear and affirm that I am
an officer or a representative of the Contractor and that _____ does
not use coercion for labor or services as those terms are defined in Section 787.06(13), Fla. Stat.

AFFIANT HEREBY CERTIFIES UNDER PENALTY OF PERJURY THAT THE
STATEMENTS AND FACTS IN THIS AFFIDAVIT AND IN ANY ATTACHMENTS ARE
TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Dated: _____

Signature of Affiant: _____

Sworn to or affirmed and signed before me on _____ by

_____ who is personally known to me or presented

_____, as identification.

Notary Public, State of _____

My commission expires: _____

W-9 Form (Attach completed and signed form, which can be obtained from www.irs.gov)