The City of Delray Beach
100 NW 1st Avenue
Delray Beach, FL 33444

PURCHASING AND CONTRACT ADMINISTRATION DIVISION

REQUEST FOR PROPOSAL

RFP NO. 2026-023
Title: Delray Beach Tennis Center and Delray Swim and Tennis Center Management
DUE DATE AND TIME: March 4, 2026 2:00 P.M. (LOCAL TIME)

INSTRUCTIONS
Proposals must be received on or before the due date and time (local time). All Proposals will be publicly opened at City Hall, unless otherwise specified.

The City will only accept electronic submittals for this Request for Proposals (RFP). Proposals will be accepted through a secure mailbox at Bidnet Direct (https://www.bidnetdirect.com/florida/cityofdelraybeach) until the Due Date and Time indicated in this RFP. Bidnet Direct does not accept electronic Proposals after the Due Date and Time. It is the sole responsibility of the Proposer to ensure its electronic RFP submission is complete prior to the solicitation Due Date and Time. Electronic submission of Proposals will require the uploading of forms and/or attachments as designated in this RFP. Electronic submission must include a signed original of the Solicitation Summary form. The submission of forms and attachments containing embedded documents or proprietary file extensions is prohibited.

If the Solicitation Summary form is not included, the City may deem the Proposal non-responsive. Proposals must contain all information required to be included in the submittal, as described in this Solicitation.

BROADCAST
The City of Delray Beach utilizes electronic online services for notification and distribution of its Solicitation documents. The City's Solicitation information can be obtained from: (a) Bidnet Direct () (b) Purchasing webpage on the City of Delray Beach https://www.delraybeachfl.gov/government/city-departments/purchasing/current-bids-solicitations; (c) Request via email capR@mydelraybeach.com.

Proposers who obtain solicitations from sources other than those named above are cautioned that the Request for Proposals package may be incomplete. The City will not evaluate incomplete Proposal packages. Bidnet Direct is an independent entity and is not an agent or representative of the City. Any technical issues must be submitted

to Bidnet Direct by contacting (800) 835-4603 (toll free) or support@bidnet.com. The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

Communications to any independent entities does not constitute communications to the City. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites. In the event of any discrepancy between information on these websites and the Solicitation documents, the terms and conditions of the documents will prevail.

CONTACT

Any questions regarding the specifications and Solicitation process must be submitted in writing through the "Question and Answer" feature on support@bidnet.com. Requests for clarification and additional information must be received prior to the deadline for Submission of Questions on February 20, 2026, at 5:00 PM (Eastern Standard Time).

The City of Delray Beach
100 NW 1st Avenue
Delray Beach, FL 33444

LEGAL ADVERTISEMENT

REQUEST FOR PROPOSAL NO. 2026-023

Delray Beach Tennis Center and Delray Swim and Tennis Center Management.

The City of Delray Beach, Florida ("City") is seeking proposals from qualified firms or individuals to provide turnkey management services for the Delray Beach Tennis Center and the Delray Swim & Tennis Center, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Request for Proposals documents are available beginning February 6, 2026 on the Purchasing webpage on the City of Delray Beach https://www.delraybeachfl.gov/government/city-departments/purchasing/current-bids-solicitations, on the Bidnet Direct (https://www.bidnetdirect.com/florida/cityofdelraybeach); via email request to capr@mydelraybeach.com.

Proposals will be through a secure mailbox at Bidnet Direct (https://www.bidnetdirect.com/florida/cityofdelraybeach) until the Deadline for Submission as indicated in this RFP. **The Due Date and Time for submission of proposals is March 4, 2026 at 2:00 PM (Eastern Time).** Late Proposals will not be accepted. **The City will only accept electronic Proposals for this RFP.**

It is the responsibility of the Proposer (Respondent) to ensure that all pages are included in the submission. All Proposers are advised to closely examine the solicitation package. Any questions regarding the completeness or substance of the solicitation package or scope of services must be submitted using the 'Question' feature on https://www.bidnetdirect.com/florida/cityofdelraybeach.

The City of Delray Beach reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such terms as it deems will best serve the interests of the City.

CITY OF DELRAY BEACH

SECTION 1
PROJECT OVERVIEW

1.1 The City of Delray Beach is soliciting proposals to provide turnkey management services for the Delray Beach Tennis Center (Tennis Center) and the Delray Swim & Tennis Club (Club), in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

The facilities are located at:

Delray Beach Tennis Center
201 W. Atlantic Ave., Delray Beach

Delray Swim & Tennis Club
2350 Jaeger Dr., Delray Beach

The Delray Beach Tennis Center is located in the heart of Delray Beach and is a full-service tennis facility featuring fourteen (14) clay courts, seven (7) hard courts, and a two-story building that includes a clubhouse, conference room, pro-shop, locker rooms, and an 8,200 -seat stadium.

The Tennis Center also hosts several major events, including the Delray Beach Open ATP 250 Tournament - a nationally televised, 10-day ATP Tour event that welcomes 60,000+ spectators annually. In addition, the facility hosts the USTA Boys National Clay Court Championships, Summer Smash Sectionals, and numerous other tournaments and events.

The Delray Swim and Tennis Club features twenty-four (24) clay courts, along with a clubhouse, pro-shop, and locker rooms. The Club offers a wide variety of regular programming for all ages and skill levels, including clinics, leagues, and tournaments.

1.2 TERM OF CONTRACT
The Contract term shall commence upon the date of execution of the agreement by both parties ("effective date") and shall remain in effect for a term of five (5) years.

1.3 OPTIONS TO RENEW
Upon mutual agreement of the City and the awarded Proposer, the Agreement may be renewed for five (5) additional one (1) year renewals through the completion of work and upon full acceptance by the City, unless terminated earlier in accordance with terms set forth in the solicitation

1.4 METHOD OF AWARD:
The Method of Award for this solicitation will be to the Proposer with the highest ranking or scores, with whom the City is able to negotiate an acceptable Agreement. The City will enter negotiations with the firm receiving the highest-ranking proposal score. Should negotiations fail then the City will enter negotiations with the next highest-ranking firm.

1.5 The City intends to contract with a single firm or individual for the services listed in this procurement.

1.6 The anticipated schedule for this solicitation is as follows:

ITEM	EVENT	DATE/TIME
a.	Issue RFP	**February 6, 2026**
b.	Institute Cone of Silence	**February 6, 2026**
c.	Non-Mandatory/Non-Mandatory Pre-Proposal Conference	N/A
d.	Deadline for Delivery of Questions	**February 20, 2026 @ 5:00PM**
e.	Due Date and Time (for delivery of Proposals)	**March 4, 2026 @ 2:00 PM**
f.	Technical Evaluations	TBD
g.	Oral Presentations/Interviews (if conducted)	TBD
h.	Final Evaluations	TBD

1.7 MEETING LOCATIONS

- City Hall Conference Room – located at 100 N.W. 1st Avenue, first floor, Delray Beach, FL.

END OF SECTION 1

SECTION 2
SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit Proposals from qualified firms or individuals who can provide turnkey management services for the Delray Beach Tennis Center (Tennis Center) and the Delray Swim & Tennis Center (Club).

Proposers are expected to clearly describe their strongest, most comprehensive capabilities in their submissions, as all services and responsibilities outlined in this solicitation will be assigned to the selected Proposer.

2.2 ELIGIBILITY

To be eligible to respond to this Request for Proposals and be considered for award, the Proposer must demonstrate to the satisfaction of the City that it has, or the principals assigned to the engagement have successfully provided services similar in scope and complexity, for a municipality, quasi-governmental entity, or private organization. Proposers must meet all of stated minimum qualifications

2.3 RECORDS, ACCOUNTS, AND STATEMENTS

The successful Proposer shall keep on its premises, or such other place approved by the City, current, true, accurate, and complete records and accounts of all services provided to the City and shall give the City or City's representative access during reasonable business hours and upon three (3) business days' notice to examine and audit such records and accounts. Such records shall be maintained at such standards to allow a certified auditor the ability to properly examine the records in order to certify a statement of the successful Proposer's business with the City.

2.4 GENERAL STANDARDS

The successful Proposer shall at all times comply with all rules, regulations, and ordinances of the City and other governmental agencies having jurisdiction. The successful Proposer shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to its agents, employees, members, visitors, and participants. The successful Proposer must provide the following:

2.5 DEFAULT

a. In the event the successful Proposer defaults in the performance of the contract, the City shall have the following options:

   i. The City Manager will give the successful Proposer thirty (30) days' written notice of default. If the problem is not resolved within the thirty (30) days, the City may immediately terminate the contract upon providing written notice of the Proposer's failure to timely cure the default and obtain the services elsewhere.

   ii. The City may recover at law any and all claims that may be due to the City from the successful Proposer.

   iii. The City may perform such work as it deems necessary to cure the default or subsequent default and charge the successful Proposer for the full cost of labor and materials expended, plus thirty percent (30%) of the cost for administrative overhead.

b. The acceptance of all or part of monies due for any period after a default shall not be deemed as a waiver of any of these options, or a waiver of the default or subsequent default of the same or any other term, covenant, and condition.

c. The successful Proposer agrees that the City shall not be responsible or have any liability whatsoever for any alleged damages, claim of lost profits, or otherwise in the event the City declares the successful Proposer in default hereunder.

2.6 INSURANCE

The selected Proposer shall not commence any performance pursuant to the terms of this RFP until certification or proof of insurance has been received and approved by the City's Risk Manager or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed, and registered to do business in the State of Florida, with the minimum rating of A- VII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Delray Beach shall be notified at least ten (10) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Delray Beach.

The selected Proposer must submit a current Certificate of Insurance, naming the City of Delray Beach as an additional insured and listed as such on the insurance certificate, no later than ten (10) days after award and prior to commencement of any work. New certificates of insurance are to be provided to the City upon expiration. All renewal or replacement certificates of insurance shall be forwarded to the City's Purchasing Division located at 100 N.W. 1st Ave., Delray Beach, FL 33444.

The selected Proposer shall provide insurance coverage as follows:

a. **WORKERS COMPENSATION –** With statutory limits, the City reserves the right not to accept exemptions to the Workers Compensation requirements of this Solicitation. In addition, the contactor shall maintain Employer's liability insurance with a limit of not less than One Hundred Thousand Dollars, ($100,000) for each accident, One Hundred Thousand ($100,000) for each occurrence, and Five Hundred Thousand ($500,000) in the aggregate.

b. **COMMERCIAL GENERAL LIABILITY –** With limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for Bodily Injury and Property Damage.

The Commercial General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

c. **AUTOMOBILE LIABILITY –** Covering all vehicles associated with Proposer's operations to include all owned, non-owned and hired vehicles. The coverage will be written on an occurrence basis with limits of liability not less than One Million Dollars ($1,000,000) combined single limit per each occurrence.

d. **PROFESSIONAL LIABILITY ("Errors & Omissions") –** With limits of not less than one Million Dollars ($1,000,000) per occurrence and Two Millions Dollars ($2,000,000) annual aggregate.

The selected Proposer must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Delray Beach as an additional insured.

e. **DATA BREACH AND PRIVACY/CYBER LIABILITY INSURANCE –** Including coverage for failure to protect confidential information and failure of the security of the Proposer's computer systems or the City's systems due to the actions of the Proposer which results in unauthorized access to City data. The limit applicable to this policy shall be no less than $1,000,000 per occurrence and must apply to incidents related to the Cyber Theft of the City's property.

The selected Proposer must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Delray Beach as an additional insured.

2.7 PERFORMANCE BOND/LETTER OF CREDIT

Amount of required bonds. Unless the resulting contract price is valued at or below the threshold amount Pursuant to Florida Statute § 255.05, on the date of award of this contract, the successful bidder shall furnish performance and payment bonds when submitting their proposal in the amount of five percent (5%) of the Proposer's maximum Bid price and in the form of a certified check or cashiers check drawn upon any State or National Bank of Florida or a Bid Bond issued by a surety. Said check or bond shall be made payable to the City and Shall be given as guarantee the Proposer, upon receipt of notification of tentative award of the contract, will enter into an Agreement with the CITY, and furnish the necessary documents including but not limited to: insurance certificates, Payment Bond and Performance Bond; each of the said bonds to be in the amount stated herein, all bonds shall be written by a surety authorized to conduct business in the State of Florida and shall have registered agent in the State of Florida. Bid Bonds issued on any form, other than those provided herein, will not be acceptable. No bids will be considered unless accompanied by the required bid security.

The Bid Security of the Successful Proposer will be retained until such Proposer has executed the Agreement and furnished the requited contract security whereupon the Bid Security will be returned. If the apparent Successful Proposer fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) days after the Notice of Intent to Award, the CITY may annul the Notice of Intent to Award and Bid Security of that Proposer will be forfeited. The CITY may then accept the bid of the next most qualified responsible responsive Proposer or re-advertise for bids. If the bid of the next most qualified responsible responsive Proposer is accepted, this acceptance shall bind such Proposer as though they were the original Successful Proposer. There shall be no binding contract until such time as the CITY accepts the contract and makes final award of the contract. The Bid Security of other Proposers whom CITY believes to have a reasonable change of receiving the award may be retained by the CITY until the earlier of the seventh day after the effective date of the Agreement or the ninety-first day after the Bid opening, whereupon Bid Security furnished by such Proposers will be returned. Bid Security with Bid which are not response will be returned within (10) days after the Bid opening.

2.8 CERTIFICATIONS/LICENSES

Any Proposer that submits an offer in response to this solicitation shall, at the time of such offer, hold all the required licenses, permits, and certifications issued by the applicable State, County or City agency/department qualifying the Proposer to perform the services described in this solicitation.

The City may at its option, and in its best interest, allow the Proposer to supply any missing information on certification and licensing during the Proposal Evaluation period.

2.9 METHOD OF PAYMENT:

The selected Proposer shall submit an invoice to the City, each month, after the services have been performed and have been received and accepted by the City. The amount charged shall not be in excess of the rates and fees agreed to in the Agreement.

The date of the invoices shall not exceed thirty (30) calendar days from the performance of the work. Under no circumstances shall the invoice be submitted to the City in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Proposer's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts.

The City prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH (direct deposit), or an appropriate electronic payment method. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, *Florida Statutes*, upon presentation of a proper invoice by the awarded Proposer.

2.10 SUBCONTRACTING IS NOT ALLOWED

The City will not allow subcontracting of the work to be perform under this Contract. The selected proposer must perform the work with its own staff. During the performance of the Contract, the City may occasionally allow the selected Proposer to substitute some of its staff to account for unavailable individuals, but only with the explicit written permission of the City.

2.11 OTHER FORMS OR DOCUMENTS

If the City is required by the selected Proposer to complete and execute any other forms or documents in relation to this solicitation, the terms, conditions, and requirements in this solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the selected Proposer's forms or documents.

2.12 MODIFICATION OF SERVICES

a. The City reserves the right to delete or modify any portion of the contracted services at any time without cause, and if such right is exercised by the City, the rates and fees shall be reduced at the same ratio as the estimated costs of the services deleted relates to the estimated costs of the services originally contracted. If service has already been provided on the portion of the work to be deleted, the selected Proposer will be paid for the deleted portion based on the estimated percentage of the completion of such portion.

b. If the selected Proposer and the City agree on modifications or revisions to the service elements,

after the City has approved performance of a particular task or project, and a budget has been established for that task or project, the selected Proposer shall submit a revised budget to the City for approval prior to proceeding with the task or project.

END OF SECTION 2

SECTION 3
SCOPE OF SERVICES

3.0 GENERAL INFORMATION AND BACKGROUND

The City of Delray Beach, known as the "Village by the Sea", is a community on Florida's southeast coast. The City encompasses approximately 16.5 square miles and has a population of 70,000. The City operates two public tennis facilities:

Delray Beach Tennis Center (Tennis Center), located in the heart of downtown Delray Beach, is a full-service tennis facility consisting of 14 clay courts, 7 hard courts, an upstairs pavilion and conference room, pro-shop, locker rooms and includes an 8,200-seat
stadium.

Delray Swim & Tennis Center (Club) includes 24 clay courts, clubhouse, pro-shop, and locker rooms. The facility provides year-round tennis programming, including instructional clinics and tournaments, for a wide range of ages and skill levels.

3.1 SCOPE OF SERVICES:

The selected Proposer (Contractor) shall provide comprehensive tennis facility management and operational oversight services for the Delray Beach Tennis Center (Tennis Center) and the Delray Swim & Tennis Center (Tennis Club). Services shall include professional administration, staffing, programming, maintenance oversight, customer service, marketing, financial administration and facility operations.

The City will be responsible for procuring and paying for all equipment, supplies, and services related to the Facilities, subject to annual budget appropriations. The Contractor shall coordinate closely with the City to ensure all operational and service needs are identified, documented, and fulfilled in a timely and efficient manner.

3.2 SELECTED PROPOSER'S RESPONSIBILITIES:

The Contractor shall provide all labor, supervision, management, and administrative services necessary to operate the facilities at a high standard of excellence. Responsibilities include, but are not limited to the following:

A. Operational Management and Staffing:

The Contractor shall by fully responsible for all primary operational functions, including personnel, pro-shop services, programming, routine facility and court maintenance, and general site oversight.

1. Personnel Management
    - Contractor shall recruit, hire, supervise, and train qualified staff necessary for the successful operation of the Facilities.
    - All Contractor personnel shall be clearly identifiable through uniforms or professional attire.
    - The Contractor shall maintain staffing sufficient to ensure consistent customer service, court monitoring, safety, and operational coverage at all times.
2. Pro-Shop Management
    - The Contractor shall maintain adequate inventory to meet customer demand, including

merchandise, racquet services, and rentals.

- The Contractor shall coordinate with the City to manage a perpetual inventory system, including restocking and reconciliation.

3. Program and Event Administration
    - The Contractor shall manage and administer all programs, lessons, leagues, tournaments, and special events.
    - The Contractor shall be responsible for sponsorships, vendor coordination, logistics, and promotion of event tournaments.
    - The Contractor shall represent the City on sport-specific boards, associations, or committees.
4. Facility, Court and Grounds Maintenance Oversight
    - Daily court maintenance shall be performed in accordance with manufacturer specifications and industry best practices.
    - The Contractor shall oversee routine maintenance of restrooms, locker rooms, equipment, furnishings, and common areas.
    - Janitorial and cleaning services shall be performed to maintain safe, sanitary, and welcoming environments.
    - Major repairs or system failures shall be reported to the City immediately, including mechanical, electrical, HVAC, or structural issues.

B. Administrative and Financial Management

The Contractor shall supervise, document, and safeguard all administrative and financial functions related to the Facilities.

1. Revenue and Financial Processes
    - All revenues shall be collected by the Contractor.
    - Revenues shall be deposited daily into a City approved bank account.
    - The Contractor shall process staff payroll, benefits, and insurance in compliance with applicable laws.
    - Quarterly financial reports shall be submitted to the City.
2. Purchasing Coordination
    - Purchases of materials, supplies, equipment, furnishings, services, or marketing shall be coordinated with the City.
    - The Contractor shall administer merchandise sales, rentals, repairs, programming, and tournament revenue.
3. Inventory and Reporting
    - Quarterly inventory counts shall be conducted and submitted to the City.
    - Any commercial filming or rental activity shall be coordinated and pre-approved by the City.

4. Emergency Preparedness
    - The Contractor shall develop and implement emergency response plans and procedures for fire, severe weather, and other emergencies, as directed by the City.
5. Internal Controls
    - The Contractor shall maintain and enforce internal controls for all financial, operational, and inventory processes.
6. Incidental Services
    - The Contractor shall perform additional incidental services, as directed by the City, that are necessary for successful Facility operations.

C. Asset Protection and Security

- The Contractor shall protect all City property, assets, data, systems, and monetary funds.
- The Contractor shall provide 24/7 response to alarms and emergencies, including after-hours support for fire, security, and intrusion alarms.

D. Facility Presentation and Furnishings

- Acquisition and placement of equipment and furnishings shall be coordinated with and approved by the City to ensure quality and consistency..

E. Customer Service and Public Engagement

1. Customer Response
    - Written responses to all customer inquiries or complaints shall be provided within forty-eight (48) hours.
    - Customer service logs shall be maintained and provided to the City upon request.
2. Customer Satisfaction
    - The Contractor shall conduct annual customer satisfaction surveys and provide the City with a report summarizing findings and recommended service enhancements.

F. Budgeting and Financial Planning

The Contractor shall submit an annual operations budget that includes:

1. Fee and market rate analysis with written recommendations.
2. Recommend fees schedule for court use, rentals, lessons, memberships, and racquet services.
3. Five-year capital and equipment projections.
4. Five-year revenue and expense projections.

G. Policy Recommendations

- The Contractor shall provide operational policy recommendations to the City as needed to enhance efficiency, safety, and customer service.

H. Quarterly Reporting Requirements

- The Contractor shall submit quarterly reports including:

1. Revenues and expenses by location

2. Utilization and trend data.
3. Maintenance summaries.
4. Program participation metrics.
5. Marketing activity reporting.
6. Court use and condition assessments.

I. Compliance Requirements

- **The Contractor shall comply with all applicable laws and regulations, including but not limited to:**

1. Minimum wage standards
2. U.S. Citizenship and Immigrations Services (E-Verify)
3. EPA requirements
4. ADA compliance
5. OSHA safety standards and SDS documentation
6. Any additional City mandated compliance requirements

J. Marketing, Public Relations and Community Engagement

1. Marketing Program
    - The Contractor shall develop and implement an ongoing marketing strategy to increase or maintain participation and facility use.
2. Digital / Online Presence
    - Facility website and social medial shall be updated regularly.
3. Court Management Programs
    - Implement industry-standard court management practices that account for environmental conditions and ensure high-quality playing surfaces.
4. Events and Programming
    - Develop and promote diverse and inclusive programming and events, including leagues, tournaments, community events, junior programming, charity events, and youth outreach initiatives.
    - Advertising shall be coordinated with the City.
5. Collegiate and External Bookings
    - The Contractor shall actively recruit and secure collegiate tennis events, leagues, training sessions, and tournaments.

3.3 EMPLOYEES

Persons employed by the selected Proposer in the performance of services pursuant to this Proposal shall not be considered employees of the City, shall be independent thereof; and shall have no claim against the City as to pension, workers' compensation, insurance, salary, wages, or other employee rights

or privileges granted by operation of law; and shall be 18 years of age or older.

Under no circumstances will any employee of the selected Proposer be permitted to allow minors (under 18 years of age) and/ or anyone who is not an employee of the selected Proposer to enter any non-public area of any City facility at any time for any reason.

3.4 COMPLAINTS

Inspections by the City of Delray Beach will take place throughout the contract period. Complaints shall be documented and forwarded to the selected Proposer for immediate resolution. It is the responsibility of the selected Proposer to resolve all complaints with twenty-four (24) hours of notification from the City.

3.5 PROTECTION OF PROPERTY

The selected Proposer shall at all times guard against damage or loss to the property of the City of Delray Beach and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment for services in lieu of reimbursement or replacement for loss or damage to property attributed to negligence of the selected Proposer, its staff or agents.

3.6 KEY CONTROL

Keys to City facilities shall not be duplicated, and the selected Proposer shall not allow any keys to be duplicated. Any keys which become lost, missing or stolen shall be immediately reported to the City. Should any keys be lost or stolen, the cost of changing locks or replacing the keys to buildings, rooms, or areas accessible by the lost or stolen keys will be deducted from the selected Proposer's invoice to the City for services provided under the Contract.

3.7 SECURITY AND IDENTIFICATION

The selected Proposer shall take all measures necessary to comply with and to ensure that employees comply with the security rules and regulations of the City and all Federal, State and County rules, laws, and regulations.

Employees of the selected Proposer serving hereunder shall not use controlled substances not prescribed for them, or illegal substances on or off the City's premises, and shall not use alcohol on the City's premises or preceding their work shift which would in any way affect the performance of the services.

The selected Proposer shall attest in writing that a background check, to the extent allowed by law, of employment history and references has been conducted on each employee within four (4) weeks of initial employment. The City shall have the right to request any additional investigative background information, including, but not limited to, the employment record of any personnel assigned to perform the services. The selected Proposer shall furnish, in writing, such information to the extent allowed by law within thirty (30) calendar days after notification from the City's Human Resources Administrator or designee.

The City reserves the right to conduct its own investigations of any employee of the selected Proposer. The selected Proposer shall remove from service on the premises of the City any employee of the selected Proposer who, in the opinion of the City, is not performing the services in a proper manner; or who is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with the rules and regulations of the City. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by the selected Proposer.

3.8 REPAIRS

The selected Proposer shall promptly notify the City of any needed repairs and/or damage to fixtures, building, and appurtenances observed during the performance of the services. Any item of a critical, priority, or emergency nature shall be verbally reported immediately to the City upon discovery, with written notification to follow prior to the end of the work shift.

END OF SECTION 3

SECTION 4
EVALUATION RESPONSE REQUIREMENTS

4.1 SUBMITTAL REQUIREMENTS

Proposers should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed as required. Do not password-protect electronic documents.

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.2 REQUIRED INFORMATION

In addition to the information required in Section 3, Scope of Services, Proposers must submit the following information with their Proposals:

a. SUBMITTAL FORMAT

To facilitate and expedite review, the City asks that all Proposers follow the response format outlined below. Failure to submit your response in the format requested may result in delay evaluating your Proposal. To assist you in preparing your response, the City's selection procedures are also described herein. Proposers must abide by all requirements set forth to avoid any risk of disqualification.

b. PROPOSALS SHOULD FOLLOW THE FORMAT BELOW:

TAB 1 – INTRODUCTION

Submit a cover letter no longer than two (2) pages, signed by an authorized representative of the firm. The letter shall include a clear statement of the Proposer's commitment to provide the required services.

The cover letter should also identify the contracting agent and primary contact person, including name, title, address, telephone number, and email address.

A table of contents shall follow the cover letter.

TAB 2 – TABLE OF CONTENTS

Include a clear identification of the material included in the Proposal by page number.

TAB 3 – MINIMUM QUALIFICATIONS

Each proposer shall submit the information and documentation requested below to demonstrate compliance with the following minimum qualification requirement(s):

A. Proposer must be registered with the State of Florida, Division of Corporations, and authorized to conduct business in the State of Florida.

Include proof of registration (the City will independently verify).

B. Proposer must have a minimum of ten (10) years of verifiable experience managing facilities of similar size and complexity.

C. Provide a detailed summary of the Proposer's operational history, including experience managing comparable public or private tennis centers.

D. Provide at least three (3) references from comparable sized public or private tennis centers.

C. Proposer is NOT listed on the Florida State Board of Administration; Scrutinized List of Prohibited Companies available at:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/scrutinized_list_of_prohibited_companies

Provide an executed copy of the Scrutinized Company Certification form.

D. Proposer has no reported conflict of interests in relation to this solicitation.

Provide an executed copy of the Contractor Conflict of Interest Disclosure Statement.

E. Proposer has no reported exclusions in System for Award Management (SAM).

Proposer Is NOT listed on the System for Award Management (SAM), electronic roster of debarred companies excluded from Federal procurement and non-procurement programs throughout the U.S. Government (unless otherwise noted) and from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits. **Provide verification of registration with SAM. The City will verify the registration status. Per Section 34.f. Rejection of Bids or Proposals of the City's Purchasing Policies and Procedures Manual, vendors may be deemed non-responsible if: Vendor has been declared to be in default on any City or public entity contract, debarred or suspended by any public entity.**

F. Proposer affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Proposer will utilize the E-Verify System to verify the work authorization status of all newly hired employees and will require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.

Provide affidavit of E-Verify Registration and utilization and affidavit of any known subcontractors. If any subcontractors are hired during the pendency of the RFP or during the term of an Agreement with the City, Proposer is required to update this.

G. Proposer is NOT on the Scrutinized Companies that Boycott Israel List, as identified in Fla. Stat. Section 215.4725, and is NOT engaged in a boycott of Israel.

Provide an executed copy of the Scrutinized Companies that Boycott Israel List or Engage in a Boycott of Israel Certificate Form.

H. Proposer is NOT on the Discriminatory Vendor List as provided in Section 287.134.

Provide an executed copy of the Discriminatory Vendor List Affidavit.

I. Proposer does NOT use coercion for labor or services as defined in Fla. Stat. 787.06(13).

Provide an executed copy of the Affidavit Regarding the Use of Coercion for Labor and Services.

J. Pursuant to 287.138, if the Proposer is NOT owned by the government of a foreign country of concern, NO government of a foreign country of concern has a controlling interest in the company of Proposer, and the Proposer is NOT organized under the laws of and does not have its principal place of business in a foreign country of concern.

Provide an executed copy of the Affidavit Regarding Contracting with Entities of Foreign Countries of Concern.

K. Proposer or affiliate has NOT been placed on the convicted vendor list.

Provide an executed copy of the Affidavit Regarding the Convicted Vendor List.

L. Proposer does NOT have any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years OR has provided a disclosure pursuant to Fla. Stat. 286.101(3)(a) or is subject to a disclosure exception under Fla. Stat. 286.101(3)(b)(1-6).

Provide an executed copy of the Affidavit Regarding Foreign Country of Concern Disclosure.

TAB 4 – PROPOSER'S INFORMATION

A. Legal contracting name including any dba and state of organization or incorporation.

B. Ownership structure of Proposer's company (e.g., Partnership, Limited Liability Corporation, Corporation).

C. Provide, in this section, a completed and executed copy of Proposer's W-9 that includes the company federal identification number.

D. Contact information for Proposer's Headquarters and any offices in Palm Beach and Broward counties to include the following:

   i. Address
   ii. City, State, Zip
   iii. Phone

E. Contact information for Proposer's primary and secondary representative during this solicitation process.

i. Name
ii. Phone
iii. E-mail
iv. Mailing Address
v. City, State, Zip

F. Provide details of any ownership changes to Proposer's organization in the past three (3) years or changes anticipated within six (6) months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).

G. Provide the names of the individuals who are officers or principals of the company.

H. Any additional organizational information the Proposer wishes to include to support its Proposal.

I. Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for any material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

J. Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors, is or has been involved within the last three (3) years.

TAB 5 – EXPERIENCE, ABILITY AND REFERENCES

A. Provide a comprehensive description of the Proposer's qualifications and relevant experience managing tennis facilities of comparable size, complexity, and programming level as described in this RFP. The response must clearly demonstrate the Proposer's capability to successfully manage high-volume, high-profile tennis operations. Include:
    - Specific experience hosting, facilitating, or supporting professional-level tournaments, sanctioned events, or large-scale completive play.
    - Notable achievements, accreditations, recognitions, or relevant operational performance metrics from prior management experience.

B. Provide background information on the principals of the company and all individual who will be directly involved with this contract, including:

    - A description of the firm's overall organizational structure, identifying key management personnel and reporting relationships.

    - Detailed information for the management team proposed to perform the Work, including responsibilities, qualifications, relevant experience, and roles in delivering the required services.

    - An organizational chart illustrating the proposed project team, lines of authority, and functional responsibilities.

- A brief biography for each individual who will be primarily responsible for performing the Work, highlighting relevant training, certifications, and professional achievements.

- Describe how you will ensure services continue without interruption if key staff are unavailable.

C. Provide a minimum of FOUR (4) client references – at least one (1) must be from a government agency- for tennis facilities of comparable size and with similar management requirements, including courts capacity, tournament activity, and level of professional play.

References must be willing to respond to an inquiry from the City. References should include the following information:

i. Organization name
ii. Contact name(s)
iii. Address
iv. Telephone number
v. Email address
vi. Dates of service (start/end)
vii. Total contract amount
viii. Brief description of Scope of Work

TAB 6 – TECHNICAL APPROACH

Proposers shall provide a comprehensive explanation of their approach and methodology for delivering all management services described in the RFP. The response should clearly demonstrate the Proposer's understanding of the Scope of Work, operational requirements, staffing needs, and the City's expectations for high-quality facility management.

At a minimum, the following shall be included:

A. Provide a detailed narrative describing the Proposer's approach to managing the Facilities, including;
    i. Operational strategies, staffing strategies, and customer service philosophy
    ii. Court maintenance management practices
    iii. Program and event development strategies
    iv. Use of technology, reservation systems, and service delivery tools
    v. Marketing, outreach, and communications plans
    vi. Methods to ensure consistent and high-quality customer experience

B. Describe the Proposer's methodology for staffing and implementing operations at the Facilities, including:
    i. Recruitment, onboarding, and training timelines
    ii. Transition plan from any existing provider to full Contractor operations
    iii. Schedule for staff deployment and operational start-up
    iv. Key milestones and implementation timeline

C. Provide a detailed description of how the Proposer will ensure consistent, transparent, and effective communication with the City, including:

i. Availability for meetings, day-to-day communications, service coordination, and operations supervision. Include communication protocols and escalation procedures.

ii. Methods to ensure consistent physical or virtual attendance at all required meetings with City staff, partners, and stakeholders.

iii. How managerial and operational accessibility will be maintained throughout the Agreement term, including identification of primary points of contact and designated backup personnel.

iv. Description of staffing resources by discipline at both the local service location and corporate level, including the number of personnel within each discipline and their respective roles in supporting the City.

v. Subcontractors (if applicable): Identify proposed subcontractors , the discipline or services each will perform, and which firm will serve as the primary subcontractor when multiple subcontractors are proposed. Subcontractors may be listed for multiple disciplines as applicable.

TAB 7 – FEE PROPOSAL

Proposers shall submit the electronic bid form in Bidnet Direct to submit its Fee Proposal. The following pricing is submitted as, all inclusive, to provide Tennis Management Services for the Delray Beach Tennis Center and the Delray Swim & Tennis Center in accordance with the requirements identified in this Scope of Services, and as set forth in this RFP document. The Proposer shall submit a breakdown of the fees with its proposal.

Locations:		
Delray Beach Tennis Center (Center)	Initial 5 year term	$
Delray Swim & Tennis Center (Club)	Initial 5 year term	$
Delray Beach Tennis Center (Center)	Renewal 1	$
Delray Swim & Tennis Center (Club)	Renewal 1	$
Delray Beach Tennis Center (Center)	Renewal 2	$
Delray Swim & Tennis Center (Club)	Renewal 2	$
Delray Beach Tennis Center (Center)	Renewal 3	$
Delray Swim & Tennis Center (Club)	Renewal 3	$
Delray Beach Tennis Center (Center)	Renewal 4	$
Delray Swim & Tennis Center (Club)	Renewal 4	$
Delray Beach Tennis Center (Center)	Renewal 5	$
Delray Swim & Tennis Center (Club)	Renewal 5	$
	Total Price	**$**

Group A - The **LUMP SUM** total must be entered in Bidnet Direct “Place Offer Form” which will be considered in the final evaluation and ranking of the Proposers. Proposers are hereby informed that the Total Price will be the Proposer's proposed (all-inclusive) maximum not-to-exceed price for all services

and deliverables. Price is a matter of responsiveness and will be considered in final evaluation and ranking of qualified firms. Failure to complete and electronically submit pricing in Bidnet Direct shall determine the Proposer to be non-responsive to the solicitation requirements.

Bid pricing should be noted as the maximum amount payable for services, which remains subject to reductions through negotiations, and is not a 'guaranteed' amount by City.

TAB 8 – ATTACHMENTS

All Attachment/Forms and Affidavits required by this solicitation shall be fully executed by the Proposer and submitted as shown in Section 7 of this solicitation.

END OF SECTION 4

SECTION 5
EXHIBITS

5.1 EXHIBITS - NONE

END OF SECTION 5

SECTION 6
THE EVALUATION PROCESS

6.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this solicitation. A responsive Proposal is one that follows the requirements of this solicitation, includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

6.2 REVIEW OF PROPOSALS FOR RESPONSIBILITY

Each Proposer will be reviewed to determine if the Proposer is a responsible Proposer. A responsible Proposer is a Proposer which the City affirmatively determines (prior to the award of a contract) has the ability, capability, and skill to perform under the terms of the contract; can provide the materials or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meets the Minimum Qualification requirements in this solicitation.

6.3 EVALUATION CRITERIA

Proposals will be evaluated by an Evaluation/Selection Committee that will evaluate and rank Proposals using the criteria outlined below. The Evaluation/Selection Committee will be comprised of appropriate City personnel and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge. The criteria are itemized with their maximum scores for a maximum total of **one hundred (100)** points per Evaluation/Selection Committee member.

CRITERIA	MAX. POINTS
a. Demonstrated Relevant Experience with Similar Scope & References	40
b. Staff Qualifications and Experience	30
c. Technical Approach	20
e. Fee Proposal	10

6.4 ORAL PRESENTATIONS

Upon initial completion of the criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentation(s), the Evaluation/Selection Committee will perform a final review to re-evaluate, re-rate, and re-rank and short-list the Proposals remaining in consideration based upon the written documents, combined with the oral presentation. In such circumstances, the initial ranking of the Proposers shall be considered a preliminary ranking until after oral presentations are completed before the City Commission. The City Commission reserves the right to select the proposal which in the opinion and sole discretion of the City Commission will be in the best interest of or most advantageous to the City. The City Commission reserves the right to waive any irregularities and technicalities in the proposals.

6.5 PRICE OFFERS AND EVALUATION

After the evaluation of the technical areas of the Proposal, the City will evaluate the price aspects of the

Proposal. The City will use the prices submitted by each Proposer to estimate the total cost of the Proposer's services. The Proposer that submits the lowest total price for all combined services will be awarded the maximum number of points (20). The total points awarded for price is determined by applying the following formula: (Lowest Proposed Price/Vendor's Price) x (Maximum Number of Points for Price) = Price Score. The pricing evaluation is used as part of the evaluation process to determine the highest-ranked Proposer. The City reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of the City.

6.6 NEGOTIATIONS

If the City and the Proposer(s) cannot reach agreement on a contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next highest- ranked Proposer(s). This process may continue until a contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

6.7 CONTRACT AWARD

Any contract resulting from this solicitation will be submitted to the City Manager or designee, and the City Commission for approval, as appropriate. All Proposers will be notified in writing when the City Manager or designee makes an award recommendation. The contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the City to be in the best interest of the City. Notwithstanding the rights of protest listed herein, the City's decision of whether to make the award and to which Proposer shall be final.

END OF SECTION 6

SECTION 7
PROPOSAL SUBMITTALS

7.1 FORMS

The forms listed below MUST be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the City if the Proposer is determined to be the most responsive and responsible Proposer. Solicitation forms should be submitted via web forms available on https://www.bidnetdirect.com/florida/cityofdelraybeach when submitting an electronic proposal. Web forms require Proposers to use their https://www.bidnetdirect.com/florida/cityofdelraybeach password to submit, which serves as a signature from Proposer.

a. Acknowledgment of Addenda

b. Proposal Submittal Signature Page

c. Conflict of Interest Disclosure Form

d. Notification of and affidavit regarding Public Entity Crimes Convicted Vendor List

e. Notification of Public Records Law

f. Drug-Free Workplace

g. Non-Collusion Affidavit

h. Truth-In-Negotiation Certificate

i. Scrutinized Company Certification Form

j. E-Verify Registration Certification

k. Scrutinized Companies that Boycott Israel Affidavit

l. Discriminatory Vendor List Affidavit

m. Affidavit Regarding Use of Coercion for Labor and Services

n. Affidavit Regarding Contracting with Entities of Foreign Countries of Concern (Only if will provide Contractor with Individual's Personal Identifying Information)

o. Affidavit Regarding Foreign Country of Concern Disclosure. (Only required if Agreement is over $100,000.00)

p. Sample Performance Bond Format (if required, will be requested from the Proposer recommended for award)

q. Sample Payment Bond Format (if required, will be requested from the Proposer recommended for award)

r. Sample Letter of Credit Format (if required, will be requested from the Proposer recommended for award)

SECTION 8
SAMPLE AGREEMENT FORMAT

Below is the standard agreement format for this Request for Proposal. This is a sample agreement only and is subject to revisions. **PLEASE DO NOT COMPLETE.**

AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of _____, by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 NW 1st Avenue, Delray Beach, Florida 33444, and _____, a Corporation/Limited Liability Company/etc., authorized to do business in the State of Florida (hereafter referred to as "Contractor"), whose address is _____.

WHEREAS, the City desires to retain the Contractor to provide tennis management services accordance with the City's Request for Proposal No. 2026-023 and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSAL

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Proposal No. 2026-023 and the Contractor's response thereto, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide tennis management services pursuant to the specifications accompanying the City's Request for Proposal, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto as Exhibit "A" and incorporated herein, according to the terms and specifications of the referenced Request for Proposal.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

i. As to the City: City of Delray Beach
100 NW 1st Avenue
Delray Beach, Florida 33344

Attn: City Manager

ii. with a copy to: City of Delray Beach
200 NW 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney

iii. As to the Contractor: _____
_____
Attn.:_____
Email:_____

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. E-VERIFY

By entering into this Agreement, Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

ARTICLE 6. DISCRIMINATORY VENDOR LIST

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

ARTICLE 7. SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL

Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Agreement if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.

a. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel.

b. Contractor shall notify the City if, at any time during the term of this Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to the City within ten (10) days of the date of such occurrence.

c. In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.

d. Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Agreement pursuant to this provision.

ARTICLE 8. CONVICTED VENDOR LIST

By its execution of this Agreement, Contractor acknowledges that it has been informed by City of, and is in compliance with, the terms of Section 287.133(2)(a) of the Florida Statutes which reads as follows:

a. "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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

ARTICLE 9. COMPLIANCE WITH ALL APPLICABLE LAW

The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all

necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

ARTICLE 10. DISCLOSURE OF INTERESTS OF COUNTRY OF FOREIGN CONCERN

Pursuant to Fla. Stat. §286.101(3), where the amount of the Agreement is $100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286 .101, it has properly disclosed such interests, contracts, grants or gifts to the City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

ARTICLE 11. FOREIGN COUNTRY OF CONCERN AND PERSONAL IDENTIFYING INFORMATION

Section 287.138, Florida Statutes, prohibits the City from entering into a contract which would give access to an individual's personal identifying information with an entity with a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the City with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute. Upon submitting its Work Order, Contractor shall certify compliance with section 287.138, Florida Statutes, by executing the Proposer Certification regarding Entities of Foreign Countries of Concern, which is included in Attachment 2. The City reserves the right to terminate any agreement in which a CONTRACTOR provides a false certification or otherwise violates Section 287.138, Florida Statutes.

ARTICLE 12. COMPLIANCE WITH FLORIDA STATUTE §787.06(13)

Contractor has fully complied with Florida Statute §787.06(13) by providing an affidavit to the City signed by an officer or representative of Contractor under penalty of perjury that Contractor does not use coercion for labor or services as defined in that statute.

ARTICLE 13. CONTRACT TERM

The Contract and Agreement shall be effective for five (5) years with the option to, if exercise by the City, five (5) additional one (1) year renewals.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

ATTEST: CITY OF DELRAY BEACH

_____ By: _____
Alexis Givings, City Clerk Thomas F. Carney, Jr. Mayor

Approved as to form and legal sufficiency:

_____
Lynn Gelin, City Attorney

CONTRACTOR

By: _____

Print Name: _____

Title: _____

(SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20__, by _____ (name of person), as _____ (type of authority) for _____ (name of party on behalf of whom instrument was executed).

Personally known ___ OR Produced Identification ___
Type of Identification Produced _____

_____
Notary Public – State of _____

EXHIBIT 9
GENERAL TERMS AND CONDITIONS

9.1 DEFINITIONS

a. *Proposal: any offer(s) submitted in response to this Request for Proposal.*

b. *Proposer: person or firm submitting a response to this Request for Proposal.*

c. *Solicitation or Request for Proposal: this Solicitation documentation, including any and all addenda.*

d. *Proposal Submittal forms: describes the goods or services to be purchased and must be completed and submitted with the Proposal.*

e. *City: shall refer to the City of Delray Beach, Florida.*

f. *Contract or Agreement: Request for Proposal, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the City and the Proposer.*

g. *Contractor: selected Proposer that is awarded a contract to provide the goods or services to the City.*

h. *Purchasing Division: Purchasing Division of the City of Delray Beach, Florida.*

i. *Responsible Proposer: Proposer that has the capability in all respects to perform in full the contract requirements, as stated in the Request for Qualifications, and the integrity and reliability that will assure good-faith performance.*

j. *Responsive Proposer: Proposer whose Proposal conforms in all material respects to the terms and conditions included in the Request for Qualifications.*

9.2 CONE OF SILENCE

Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the City of Delray Beach, 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 bidders and/or bidders on City Solicitations, the City's professional staff, and the City Commission members.

9.3 ADDENDUM

The Purchasing Division may issue an addendum in response to any inquiry received, prior to the due date for Proposals, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. The Proposer is required to submit with its Proposal a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

9.4 LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable City Ordinances and Resolutions, as well as all applicable City, State, and Federal Statutes. Where conflict exists between this Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

9.5 CHANGE OF PROPOSAL

Prior to the scheduled due date for Proposals, a Proposer may change its Proposal by submitting a new Proposal (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new Proposal replaces the original Proposal. The new submittal shall contain the letter and all information as required for submitting the original Proposal. No changes to a Proposal will be accepted after Proposals have been opened.

9.6 WITHDRAWAL OF PROPOSAL

A Proposal shall be irrevocable unless the Proposal is

withdrawn as provided herein. Only a written letter received by the Purchasing Division prior to the due date for Proposals may withdraw a Proposal. A Proposal may also be withdrawn one hundred eighty (180) days after the Proposal has been opened and prior to award, by submitting a letter to the Purchasing and Contracts Administration Division. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

9.7 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Scope of Services, and/or Description of Items, the Proposal Submittal forms, or any addendum issued, the order of precedence shall be the last addendum issued, the Proposal Submittal forms, the Scope of Services and/or Description of Items, the Special Conditions, and then the General Terms and Conditions.

9.8 PROMPT PAYMENT TERMS

It is the policy of the City of Delray Beach that payment for all purchases by City Departments shall be made in a timely manner. The City will pay the selected Proposer upon receipt and acceptance of the goods or services by a duly authorized representative of the City. In accordance with Florida Statutes, Section 218.74, the time at which payment shall be due from the City shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the City Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the City.

9.9 DISCOUNTS (PROMPT PAYMENTS)

The Proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the selected Proposer during the evaluation period. Proposers are requested to provide prompt payment terms in the space provided on the Proposal submittal forms signature page of the Solicitation.

9.10 PREPARATION OF PROPOSALS

a. *The Proposal submittal forms define requirements of the services to be performed or the items to be purchased and must be completed and submitted with the Proposal. Use of any other forms will result in the rejection of the Proposal. The Proposal submittal forms must be legible.*

b. *An authorized agent of the Proposer's firm must sign the Proposal submittal forms where indicated.* ***Failure to sign the Signature Page of the Proposal shall render the Proposal non-responsive.***

c. *The Proposer must identify any exceptions it takes to the terms and conditions of the Solicitation and contract. Exceptions will not automatically result in the Proposer being deemed non-responsive; however, such a determination is at the discretion of the City. Proposers are cautioned that they may be considered non-responsive if Proposals are conditioned to modifications, changes, or revisions to the terms and conditions of this Solicitation.*

d. *The Proposer may submit alternate Proposal(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".*

e. *When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.*

f. *Late Proposals will not be accepted and will be returned to the sender unopened. It is the Proposer's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.*

9.11 CANCELLATION OF SOLICITATION

The City of Delray Beach reserves the right to cancel, in whole or in part, any Requests for Proposals when it is in the best interest of the City.

9.12 AWARD OF CONTRACT

a. *This contract may be awarded to the responsive and responsible Proposer meeting all requirements as set forth in the Solicitation. The City reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this*

Solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.

b. *The City reserves the right to reject any and all Proposals if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the City's best interest to do so.*

c. *The Proposer's prior performance as a prime contractor or subcontractor on previous City contracts shall be taken into account in evaluating the Proposal received for this Solicitation.*

d. *The City will provide a copy of the ranking and scores to all Proposers responding to this Solicitation.*

e. *Award of this Proposal may be predicated on compliance with, and submittal of all required documents as stipulated in the Solicitation.*

f. *The City reserves the right to request and evaluate additional information from any Proposer after the due date for Proposals, as the City deems necessary.*

9.13 CONTRACT EXTENSION

The City reserves the right to automatically extend any agreement for a maximum period not to exceed one hundred eighty (180) calendar days in order to provide City Departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

9.14 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 selected Proposer against factory defects and workmanship. At no expense to the City, the selected Proposer shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

9.15 ESTIMATED QUANTITIES

Estimated quantities or dollars are for Proposer's guidance only: (a) estimates are based on the City's anticipated needs and/or usage; and (b) the City may use these estimates to determine the selected Proposer. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for the given amount subsequent to the award of this contract.

9.16 NON-EXCLUSIVITY

It is the intent of the City to enter into an agreement with the selected Proposer that will satisfy its needs as described herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

9.17 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the selected Proposer, continue until completion at the same prices, terms, and conditions.

9.18 PROTEST

a. A recommendation for contract award or rejection of award may be protested by a Proposer. The Proposer may file a written protest with the City Clerk's office. The Proposer shall file its written protest with the City Clerk, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and Proposal number of the Solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the City.

b. The written protest must be received within three business days from the time of the initial posting of the intended award. Notice of Intent to Award shall be posted in Bidnet Direct. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Proposer of all rights of protest under this procedure Purchasing Procedure Manual https://www.delraybeachfl.gov/home/showpublisheddocument/12270/638140626086330000

c. The letter of protest shall be accompanied by a non-refundable protest application fee in an amount equal to

one percent (1%) of the protestor's bid or five thousand dollars ($5,000.00), whichever is less. The protest application fee must be a cashier's check, a certified check, or an attorney's trust account check made payable to the City of Delray Beach. Failure to provide the required protest application fee shall deem the protest as incomplete and invalid.

9.19 LAWS AND REGULATIONS

The selected Proposer shall comply with all laws and regulations applicable to provide the goods or services specified in this Solicitation. The Proposer shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

9.20 LICENSES, PERMITS AND FEES

The selected Proposer shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the City or a selected Proposer for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the selected Proposer.

9.21 SUBCONTRACTING

Unless otherwise specified in this Solicitation, the selected Proposer shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City shall constitute a material breach of the agreement and may result in termination of the contract for default.

9.22 ASSIGNMENT

The selected Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City. Assignment without the prior consent of the City may result in termination of the contract for default.

9.23 SHIPPING TERMS

Unless otherwise specified in the Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

9.24 RESPONSIBILITIES AS EMPLOYER/E-VERIFICATION

The employee(s) of the selected Proposer shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the City or any of its departments. The selected Proposer shall provide physically competent employee(s) capable of performing the work as required. The City may require the selected Proposer to remove any employee it deems unacceptable. All employees of the selected Proposer shall wear proper identification.

It is the selected Proposer's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The City shall have no responsibility to check or verify the legal immigration status of any employee of the selected Proposer.

Proposer acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Proposer affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in a termination of proposed agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If proposed Agreement is terminated for a violation of the statute by Proposer, the Proposer may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Proposer.

9.25 INDEMNIFICATION

The selected Proposer shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands,

suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the selected Proposer or its employees, agents, servants, partners, principals, or subcontractors. The selected Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The selected Proposer expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the selected Proposer shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

9.26 COLLUSION

A Proposer recommended for award as the result of a competitive Solicitation for any City purchase of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the City stating either that the contractor is not related to any of the other parties proposing in the competitive Solicitation or identifying all related parties; and attesting that the Proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer. In the event a recommended Proposer identifies related parties in the competitive Solicitation, its Proposal shall be presumed to be collusive, and the recommended Proposer shall be ineligible for award unless that presumption is rebutted to the satisfaction of the City. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

9.27 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

9.28 TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Request for Proposal (RFP) with or without cause immediately upon providing written notice to the selected Proposer. Upon receipt of such notice, the selected Proposer shall not incur any additional costs under the contract. The City shall be liable only for reasonable costs incurred by the selected Proposer prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."

9.29 TERMINATION FOR DEFAULT

The City reserves the right to terminate this contract, in part or in whole, or place the Selected Proposer on probation in the event the selected Proposer fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the selected Proposer must cure any such failure to perform or default. If the selected Proposer fails to cure the default within the time specified, the City may then terminate the subject contract by providing written notice to the selected Proposer. The City further reserves the right to suspend or debar the selected Proposer in accordance with the appropriate City ordinances, resolutions, and/or policies. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Proposer.

9.30 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.

9.31 ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the selected Proposer to submit to an audit by an auditor of the City's choosing at the selected Proposer's expense. The selected Proposer shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours. The selected Proposer shall retain all records pertaining to this contract, and upon request, make them available to the City for three (3) years following expiration of the contract. The selected Proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

9.32 OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all City contracts.

9.33 PRE-AWARD INSPECTION

The City may conduct a pre-award inspection of the Proposer's premises or hold a pre-award qualification hearing to determine if the Proposer is capable of performing the requirements of this Solicitation.

9.34 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, Proposal submittals will be available for public inspection after the opening of Proposals in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The Proposer shall not submit any information in response to this Solicitation that Proposer considers 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 that would otherwise be available to the Proposer. In the event that the Proposer submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or confidential, the City may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a Proposal non-responsive.

9.35 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the City of Delray Beach with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

a. *Use of information only for performing services required by the contract or as required by law.*

b. *Use of appropriate safeguards to prevent non-permitted disclosures.*

c. *Reporting to the City of Delray Beach any non-permitted use or disclosure.*

d. *Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential.*

e. *Making Protected Health Information (PHI) available to the customer.*

f. *Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer.*

g. *Making PHI available to the City of Delray Beach for an accounting of disclosures; and*

h. *Making internal practices, books, and records related to PHI available to the City of Delray Beach for compliance audits.*

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Proposer must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

9.36 ADDITIONAL FEES AND SURCHARGES
Unless provided for in the contract/agreement, the City will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

9.37 COMPLIANCE WITH FEDERAL STANDARDS
All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

9.38 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING
If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

9.39 BINDING EFFECT
All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

9.40 SEVERABILITY
In the event any term or provision of any contract or agreement entered into pursuant to this Solicitation is found by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall continue to be effective and shall be interpreted and given meaning to the greatest possible extent in the absence of any severed terms or provisions.

9.41 GOVERNING LAW AND VENUE
This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

9.42 ATTORNEY'S FEES
It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

9.43 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION
The City of Delray Beach complies with all laws prohibiting discrimination on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate. During the performance of this contract, the selected Proposer agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The selected Proposer shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County, and the federal government.

The selected Proposer further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the Solicitation, selection, treatment, and payment of subcontractors, suppliers, and Proposers in connection with this contract.

9.44 AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS
It is agreed and understood that any City department or agency may access this contract and purchase the goods or services provided herein. Each City department will issue a separate purchase order to the selected Proposer for the Department's specific purchases.

9.45 CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a contract employee or contracting with a Proposer, the City may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Proposer will be required to sign an authorization for the City to access criminal background information. The costs for the background checks shall be borne by the City.

9.46 LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the selected Proposer.

9.47 MINIMUM WAGE REQUIREMENTS

The selected Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.

9.48 PACKING SLIP AND DELIVERY TICKET

A packing slip and/or delivery ticket shall accompany all items delivered to the City. The documents shall include information on the contract number or purchase order, any back-order items, and the number or quantity of items being delivered.

9.49 PURCHASE OF OTHER ITEMS

The City reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the City may request a price quote from the selected Proposer on the contract. The City, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the selected Proposer, another contract Proposer, or a non-contract Proposer.

9.50 PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Proposal opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his/her/its Proposal is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Proposer must, in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Proposal number clearly marked on the outside. The City will not accept Proposals when the entire Proposal is labeled as exempt from disclosure. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

The selected Proposer(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statues, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this Solicitation.

9.51 CONFLICTS OF INTEREST

All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the City of Delray Beach. Further, all Proposers must disclose the name of any City employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Proposers' firm or any of its branches. All Proposers must disclose the name of any City commissioners or employees with whom your business entity, or members of your immediate family have a familial relationship, all family members of public officials with whom your business entity or members of your immediate family have a familial relationship, and paid consultants and/or lobbyists utilized to prepare proposal. Failure to disclose any such affiliation will result in disqualification of the Proposer from this Solicitation and may be grounds for further disqualification from participating in any future Solicitations with the City.

9.52 PUBLIC ENTITY CRIMES

Proposer acknowledges that it has been informed by City of, and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

9.53 OTHER GOVERNMENTAL AGENCIES

If a Proposer is successfully awarded a contract as a result of this Solicitation, the Proposer shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded.

9.54 COMPLETION OF WORK AND DELIVERY

All work shall be performed, and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the selected Proposer, except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the selected Proposer. In these cases, the selected Proposer shall notify the City of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the City.

9.55 FAILURE TO DELIVER OR COMPLETE WORK

Should the selected Proposer fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the selected Proposer and secure the services of another Proposer to purchase the items or complete the work. If the City exercises this authority, the City shall be responsible for reimbursing the selected Proposer for work that was completed and items delivered and accepted by the City in accordance with the contract specifications. The City may, at its option, demand payment from the selected Proposer, through an invoice or credit memo, for any additional costs over and beyond the original contract price that were incurred by the City as a result of having to secure the services of another Proposer.

9.56 CORRECTING DEFECTS

The selected Proposer shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the selected Proposer of such deficiency in writing. If the selected Proposer fails to correct the defect, the City may (a) place the selected Proposer in default of its contract; and/or (b) procure the products or services from another source and charge the selected Proposer for any additional costs that are incurred by the City for this work or items, either through a credit memorandum or through invoicing.

9.57 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All selected Proposers performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the selected Proposer. Barricades shall be provided by the selected Proposer when work is performed in areas traversed by persons, or when deemed necessary by the City.

9.58 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 Proposer from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

9.59 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The selected Proposer hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the selected Proposer in conjunction with this Solicitation and resultant contract

shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the selected Proposer are found to be defective or do not conform to specifications, (1) the materials may be returned to the selected Proposer at the Proposer's expense and the contract cancelled; or (2) the City may require the selected Proposer to replace the materials at the selected Proposer's expense.

9.60 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the selected Proposer performing under this contract is required to provide two (2) complete sets of Material Safety Data Sheets to each City department utilizing any products that are subject to these regulations. This information shall be provided at the time when the initial delivery is made, on a department-by-department basis.

9.61 TAXES

The City of Delray Beach is exempt from Federal and State taxes for tangible personal property.

9.62 PROPOSER'S COSTS

The City shall not be liable for any costs incurred by Proposers in responding to this Request for Proposal.

9.63 SUBSTITUTION OF PERSONNEL

It is the intention of the City that the selected Proposer's personnel proposed for the contract shall be available for the initial contract term. In the event the selected Proposer wishes to substitute personnel, the selected Proposer shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the City's approval. In the event the substitute personnel are not satisfactory to the City, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for cause.

9.64 FORCE MAJEURE

The City and the selected Proposer 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 selected Proposer 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.

9.65 NOTICES

Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 p.m. or on weekends or holidays will be

deemed received on the next business day. The original of the notice must also be mailed to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the selected Proposer and the City of Delray Beach.

9.66 POOL CONTRACTS

During the term of contracts and agreements that are executed as vendor pools, awarding vendors in prequalified pools of vendors, either as a general pool or by categories, sub-categories, or groups, the City reserves the right to add new vendors to these contracts for goods or services not awarded for the original Solicitation or as part of the general pool category, sub-category or group. To be eligible to be added to these pool contracts, a vendor must meet the same eligibility requirements established in the original Invitation to Bid.

9.67 FISCAL FUNDING OUT

The City's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the City.

9.68 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

9.69 DISCLOSURE OF INTERESTS WITH COUNTRIES OF FOREIGN CONCERN

Pursuant to Fla. Stat. §286.101(3), where the amount of the Agreement is $100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to the City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

9.70 Foreign Countries of Concern in Agreements with Personal Identifying Information

Section 287.138, Florida Statutes, prohibits the City from entering into a contract which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the City with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute. Upon submitting its proposal, Proposer shall certify compliance with section 287.138, Florida Statutes, by executing the Proposer Certification regarding Entities of Foreign Countries of Concern, which is included in Attachment 2. The City reserves the right to terminate any agreement in which a contractor provides a false certification or otherwise violates Section 287.138, Florida Statutes.

9.71 SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL

Pursuant to Section 287.135, Proposer is ineligible to enter into, or renew, this Agreement if Proposer is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. Proposer must submit Affidavit regarding Scrutinized Companies that Boycott Israel at time of submission of Proposal.

9.72 NO USE OF COERCION FOR LABOR OR SERVICES

Proposer has fully complied with Florida Statute §787.06(13), which requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute as evidenced by the affidavit that must be submitted with proposal.

9.73 DISCRIMINATORY VENODR LIST

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor

list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. With proposal, Proposer must submit affidavit, which represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

END OF SECTION 9

SECTION 10
SOLICITATION SUMMARY

The City of Delray Beach
100 NW 1st Avenue
Delray Beach, FL 33444

PURCHASING DIVISION

SOLICITATION SUMMARY

IMPORTANT NOTICE
The information you provide on this page will be read aloud at the PUBLIC OPENING for this solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Proposal. If subsequent to the opening of Proposals, the City determines that the information contained in the electronic version of your Proposal is different from the information on this solicitation Summary, the City reserves the right to deem your Proposal NON-RESPONSIVE and remove your Proposal from further evaluation and consideration for contract award.

PROPOSAL INFORMATION

Proposal Number: RFP 2026-023

Title: Delray Beach Tennis Center and Delray Swim & Tennis Club Management

Due Date and Time: March 4, 2026, 2:00 P.M., ET

Name of Proposer: _____

Address: _____

Contact Person: _____

Price: _____

Authorized Signature: _____

Date: _____

By signing and submitting this solicitation Summary, the Proposer affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Proposer's Proposal to the City of Delray Beach.

THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ELECRONIC COPY IN THE PROPOSAL.