

City of Bristol, Tennessee
Request for Proposal

RFP Reference No. 17003

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City of Bristol, Tennessee
DESCRIPTION OF REQUIREMENTS AND SPECIFICATIONS

**REQUEST FOR PROPOSALS - TENNIS PROFESSIONAL AND/OR MANAGEMENT
GROUP FOR THE IDA STONE JONES COMMUNITY TENNIS CENTER**

I. PURPOSE OF REQUEST

The City of Bristol Tennessee (“City”) is requesting proposals for a Tennis Professional and/or management group to serve as an Independent Contractor to organize and provide tennis programming at the Ida Stone Jones Community Tennis Center. The City’s needs are outlined in the following Request for Proposal (“RFP”).

II. INSTRUCTIONS TO PROPOSERS

A. All proposals should be delivered/sent to: Purchasing Department, Bristol City Hall, 801 Anderson Street, Room 204, Bristol, Tennessee 37620.

B. All proposals must be in a sealed envelope and clearly marked in the lower left-hand corner:

RFP # and “Proposal for Tennis Professional for Ida Stone Jones Community Tennis Center.”

All proposals must be received by May 24, 2017, by 3 PM, prevailing local time, at which time they will be opened. Three (3) copies of the RFP must be presented. No faxed or telephone proposals will be accepted.

C. Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.

D. The City will evaluate the proposals and notify the preliminary selected Contractor for contract negotiations.

E. All proposals must include the following information:

- a. Specific company and owner(s) experience in tennis programming.
- b. Names of individuals that are planned to be working on this Project and their areas of expertise or responsibility.
- c. A developed plan for a recreational and instructional tennis program for the City of Bristol Tennessee residents including but not limited to:
 - i. Jr. Leagues
 - ii. Clinics and Socials,
 - iii. A summer, Tennis Fun Day
 - iv. Adult Leagues and Lessons
 - v. Senior Programs

- vi. Summer Tennis Program, Camps (NJTL)
- vii. Special Events and Tournaments.
- viii. Maintaining court availability for public use

- d. Provide a sample list of programs that could be offered complete with descriptions and proposed participation fees.
- e. Describe your plan for marketing the above listed programs, generating revenue, building credibility for the tennis program, and increasing program participant numbers.
- f. Copy of required certifications: USPTA or PTR certifications, CPR/AED certifications.
- g. References.

III. SELECTION CRITERIA

Factor Weight Given

- A. Responsiveness of the written proposal to the purpose and scope of service. (40 pts) 40%
- B. Value of services to be provided to the public (35 points) 35%
- C. Ability and history of a successful business operation that is similar in nature, and experience in similar work. Turnaround, Service Record, References (25 pts) 25%
- D. Total Criteria Weight 100%

IV. TERMS AND CONDITIONS

- A. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- C. The City reserves the right to award any contract to the next most qualified Independent Contractor, if the successful Independent Contractor does not execute a contract within thirty (30) days after the award of the proposal.
- D. The contract resulting from acceptance of a proposal by the city shall be in a form supplied or approved by the City, and shall reflect the specifications in this RFP. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the City Attorney's office.
- E. The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.
- F. If selected, Independent Contractor will need to carry insurance and indemnification as required by the City.
- G. Independent Contractor is responsible for hiring assistants and providing insurance and workers' compensation.
- H. If selected, Independent Contractor will need to obtain a City of Bristol Tennessee Business License.

V. SCOPE OF SERVICES

A. Programming

Independent Contractor will organize and implement a year round (Weather permitting), well rounded and blended tennis program and community with Jr. Leagues and lessons that feed into high school teams and adult leagues. The Independent Contractor will develop an environment of positive learning for all ages and abilities and provide recreation opportunities for all residents of Bristol. The Independent Contractor will work with the Parks and Recreation Administrators to schedule programs and tennis events. Programs and facility use will be approved by Parks and Recreation administrators prior to marketing and registration. The Independent Contractor agrees to meet or exceed the customer service expectations of the City of Bristol. The development of this agreement includes the expectation of a partnership that looks to mutually benefit both parties.

B. Private Lessons/Instruction

The Tennis Professional is responsible for management and operation of the Ida Stone Jones Community Tennis Center. As such, this person/organization is given exclusive right to provide private and group tennis lessons, camps, clinics and instruction.

C. Pro Shop

Proposals should include basic plans for operation of a pro shop to include racquet stringing services.

D. Scheduling

The Tennis Professional will be responsible for scheduling courts and insuring that open courts are available for recreational play. Scheduling will be accomplished using Parks & Recreation software.

E. Days and Hours of Service

The Ida Stone Jones Community Tennis Center open Sunday – Saturday from 9:00am to 9:00pm. The tennis courts are joint use with the Bristol Tennessee City Schools and are only available for public use and city programming during those hours not specified for school use or as agreed upon by all parties. The Parks and Recreation Administrators will provide the Independent Contractor with court times that are not available due to school/City use. Programs should be offered in the morning and in the evening to meet the needs of a variety of participants.

VI. COMPENSATION

A. The Independent Contractor agrees to pay for the cost of any equipment above and beyond basic programming needs and any extra needs should be communicated to the Parks and Recreation Department and funds must be secured.

B. The financials will be negotiated once contractor is selected.

City of Bristol, Tennessee

VENDOR STATEMENT OF NON-COLLUSION

Tennis Complex Management

Having fully informed himself/herself regarding the correctness of the proposal and statements made herein, the undersigned proposer certifies that:

- 1) The proposal has been arrived at by the proposer independently and has been submitted without agreement with, and without any collusion, understanding, or planned similar course of action with any other vendor of services, materials, equipment, or supplies described in the request to propose, designed to inhibit independent proposing or healthy competition, and
- 2) The detail and intent of the proposal has not been shared by the proposer or its employees or representatives to any person not an employee or representative of the proposer or its surety on any attachment furnished with the proposal, and will not be shared with any such person before the authorized opening of the proposal.

The undersigned proposer hereby guarantees that this statement is executed for purposes of inducing the City of Bristol, Tennessee to consider the proposal and offer an award in agreement therewith.

Legal Name of Vendor

Business Address

Signature and Title of Person Authorized to Sign

Date

City of Bristol, Tennessee
Insurance Checklist

REQUIRED COVERAGE (marked by "X")

MINIMUM LIMITS

- 1. Worker’s Compensation (proprietor/partners/executive officers exclusion not allowed) – Statutory limits of Tennessee and Employer’s liability \$100,000/accident, \$100,000/disease, \$500,000/disease policy limit.
- 2. Commercial General Liability (including Premises/Operations) \$1,000,000 CSL BI/PD each occurrence, \$1 million annual aggregate.
- 3. Automobile Liability & Owned /Hired/Non-Owned Vehicles \$1,000,000 BI/PD each accident, Uninsured motorist.
- 4. Independent Contractors \$1,000,000 CSL BI/PD each occurrence, \$1 million annual aggregate.
- 5. Products/Completed Operations \$1,000,000 CSL BI/PD each occurrence, \$1 million annual aggregate.
- 6. Contractual Liability \$1,000,000 CSL BI/PD each occurrence, \$1 million annual aggregate.
- 7. Personal and Advertising Injury Liability \$1,000,000 each offence, \$1 million annual aggregate.
- 8. Umbrella Liability \$1,000,000 BI/PD/PI.
- 9. Per Project Aggregate.
- 10. Professional Liability.
 - a. Architects and Engineers \$1,000,000 per occurrence/claim.
 - b. Asbestos Removal Liability \$2,000,000 per occurrence/claim.
 - c. Medical Malpractice \$1,000,000 per occurrence/claim.
 - d. Medical Professional Liability \$1,000,000 per occurrence/claim.
- 11. Miscellaneous E & O \$1,000,000 per occurrence/claim.
- 12. Motor Carrier Act End. (MCS-90) \$1,000,000 BI/PD each accident, Uninsured Motorist.
- 13. Motor Cargo Insurance.
- 14. Garage Liability \$1,000,000 BI/PD per occurrence.
- 15. Garage keepers liability \$500,000 Comprehensive, \$500,000 Collision.
- 16. Inland Marine-Bailee’s Insurance \$ _____
- 17. Moving and Rigging Floater Endorsement to CGL.

INSURANCE CHECKLIST (CONTINUED)

Proposal Reference

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- 18. Dishonesty Bond \$ _____
- 19. Builder's Risk/Installation Floater Provide coverage in the full amount of contract.
- 20. XCU Coverage Endorsement to CGL.
- 21. Carrier Rating shall be Best's Rating of B++V or better or its equivalent.
- 22. Notice of cancellation, non-renewal or material changed in coverage shall be provided to City at least 30 days prior to action. Worker's Compensation notification shall be 10 days prior to action.
- 23. The City of Bristol shall be named as Additional Insured on all polices except Worker's Compensation, Auto and Professional Liability.
- 24. Certificate of Insurance shall show project number or other contract identifier used by the City.
- 25. OTHER INSURANCE REQUIRED: _____

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below. The bidder has coverage with this agency for all of the areas marked with the exception of the following numbers:

Comments: _____

Is Professional Liability excluded under General Liability? Yes____ No____

Is Contractual Liability excluded under Comm. General Liability? Yes____ No____

Is Independent Contractors excluded under Comm. General Liability? Yes____ No____

Carrier ratings: Insurer A____; Insurer B____; Insurer C____; Insurer D____

AGENCY NAME: _____

AUTHORIZED SIGNATURE: _____ Date: _____

CONTRACTOR'S STATEMENT:

I have reviewed the above requirements with my insurance agent(s) and, if awarded a contract, will provide all coverage's marked.

CONTRACTOR'S NAME: _____

AUTHORIZED SIGNATURE: _____ Date: _____

This form and the General Contract Form must be completed and returned with the submitted proposal.

-End of Section-

City of Bristol, Tennessee
General Contract Form

Purpose

The General Contract Form is included in every solicitation requiring insurance. The general requirements of the contract form are supplemented by items checked on the Insurance Checklist that identify specific requirements for the bid or project.

Insurance

Review this section carefully with your insurance agent or broker prior to submitting a bid or proposal. See Insurance Checklist (part of the Proposal Forms) for specific coverage applicable to this contract. The term “Contract” as used in this section shall mean the Agreement covering the work that is entered into between the City of Bristol, Tennessee and the Contractor.

General Requirements

1.1 The Contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the City; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Purchasing Agent of original, signed Certificate(s) of Insurance, General Contract Form, and Insurance Checklist or, alternately, at the City’s request, certified copies of the required insurance policies.

1.2 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.3 The City of Bristol, Tennessee (including its elected and appointed officials, agents, and employees) is to be named as an additional insured under all coverage except Worker’s Compensation and Automobile Liability, and the Certificate of Insurance or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees. The following definition of the term “City” applies to all policies issued under the contract:

“The City of Bristol, Tennessee together with all of its various departments, bureaus, and agencies, as well as any affiliated or subsidiary board, committee, or authority.”

1.4 The contractor shall provide insurance as specified in the Insurance Checklist contained in this document.

GENERAL CONTRACT FORM (CONTINUED)

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1.5 The Contractor covenants to save, defend, hold harmless and indemnify the City of Bristol, Tennessee together with its various departments, elected or appointed officials, employees, officers, counsel, agents, and any and all other persons or entities acting on behalf of the same (collectively the City) from and against any and all claims of any sort based upon any theory of liability whatsoever, for any and all harm, loss, damage, injury, cost (including court cost and attorney fees) charges, or other liability of any nature whatsoever, however caused, resulting from or arising out of or in any way connected with the contractors performance or non-performance of the terms of the contract documents or its obligations under the contract based upon any theory of liability whatsoever, including claims brought by third persons, and further covenants to discharge all of the aforesaid persons and entities and forever hold them harmless from the same. The foregoing obligation to indemnify and defend shall continue in full force and effect after the aforesaid contractor completes all of the work required under the contract, until such time as the applicable statutes of limitation or repose have expired.

1.6 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the City.

1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. If the Contractor fails to provide acceptable evidence of current insurance within ten days of written notice at any time during the Contract Term, the City shall have absolute right to terminate the Contract without any further obligation to the Contractor and the Contractor shall be liable to the City for the entire additional cost of procuring performance by another vendor and the cost of performing the incomplete portion of the Contract at time of termination.

1.8 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

1.9 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City. The Contractor shall be as fully responsible to the City for acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.

1.10 Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. All existing structures, utilities, roads, services, trees and

GENERAL CONTRACT FORM (CONTINUED)

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shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

1.11 If a Contractor cannot meet the insurance requirements contained in a bid, proposal, or project description, alternate insurance coverage may be considered. Written requests for consideration of alternate coverage must be received by the Director of Purchasing at least ten working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternate coverage, the specified coverage will be required to be submitted. If the City permits alternate coverage, an amendment to the Insurance Requirement will be prepared and distributed prior to the time and date set for receipt of bids or proposals.

1.12 All required insurance coverage must be acquired from insurers authorized to do business in the State of Tennessee, and acceptable to the City. The insurers must also have policyholders' rating of "B++" or better, and a financial size of "Class V" or better in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception in the same manner as described in 1.11 above.

1.13 The City may consider deductible amounts as part of its review of financial stability. The Contractor shall assume all deductibles.

Contractor's Insurance – Occurrence Basis:

2.1 The Contractor shall purchase the following insurance coverage, including the terms, provisions and limits shown in the Checklist:

Commercial General Liability – The Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

General aggregate limit is to apply per project;

Premises/Operations;

Action of Independent Contractors;

Contractual Liability including protection for the Contractor from claims arising out of liability assumed under this contract;

Personal Injury Liability including coverage for offenses related to employment;

Explosion, Collapse, or Underground (XCU) hazards.

GENERAL CONTRACT FORM (CONTINUED)

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Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists insurance, and Automobile Contractual Liability.

Worker's Compensation – statutory benefits as required by the State of Tennessee, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage.

Commercial General or other Liability Insurance – Claims-made Basis:

If Commercial, General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Checklist remain the same. The Contractor must either:

- i. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

Alternative Coverage (Self Insurance)

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverage is acceptable to the City.

Limits of Liability Coverage

Specific limits of liability coverage on the Insurance Checklist may be adjusted according to project risk if the adjustment is deemed appropriate and the amended amount is approved by the City Manager.

GENERAL CONTRACT FORM (CONTINUED)

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Verification of Compliance

I have read this General Contract Form and agree to all the terms and conditions contained therein.

Contractor's Name: _____

EIN or SSN: _____

Signed by: _____

Title: _____

Date: _____

This form and the Insurance Checklist must be completed and returned with the submitted proposal.

REQUIREMENTS OF IRAN DIVESTMENT ACT

Name of Bidder: _____

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the Iran investment activities list created pursuant to T.C.A. § 12-12-106.

Name of & Title of Signer
(Print or Type): _____

Signature: _____

Date: _____

Complete and return with bid package.

TITLE VI VOLUNTARY DISCLOSURE BY VENDORS/CONTRACTORS

The purpose of this request is to provide statistical information related to Title VI regulations. This is a VOLUNTARY disclosure. The information requested pertains to the company owner.

- Race: White/Caucasian
 Black/African American
 Hispanic
 Asian
 American Indian and Alaskan Native
 Native Hawaiian or other Pacific Islander
 Other
- Gender: Male
 Female

This form will be maintained on file in the Finance Department for review by the City of Bristol, Tennessee and the Tennessee Department of Transportation Title VI Compliance Office.