



**Professional Design and Re-Construction of  
Charlie Brown Park Tennis/Pickleball Courts**

Commodity Codes: 91235, 91265

**RFQ 22-011**

**CONTACT PERSON:**

**JAMEE COOK  
PURCHASING AGENT  
368 SOUTH COMMERCE AVENUE  
SEBRING, FL 33870**

**Email: [purchasing@mysebring.com](mailto:purchasing@mysebring.com)**

**REQUEST FOR QUALIFICATIONS**  
**22-011**  
**Professional Design and Re-Construction of**  
**Charlie Brown Park Tennis/Pickleball Courts**

The City of Sebring is requesting statements of qualification and experience to provide design and construction services in accordance with the specifications stated herein. Specifications & General Terms and Conditions may be obtained at VendorRegistry.com. Any questions regarding the specifications, terms and conditions, and/or the solicitation process should be submitted at purchasing@mysebring.com. It shall be the Vendor's responsibility to check VendorRegistry.com for amendments/changes made to the document and/or any addendums posted.

Sealed proposals must be marked **"RFQ 22-011 Charlie Brown Pickleball Courts."** An original, (2) hard copies and (1) electronic copy (via USB drive) must be **delivered by hand, U.S. mail, or courier to the City of Sebring Purchasing Office Attn: Jamee Cook, Purchasing Agent, 368 S. Commerce Ave., Sebring, FL 33870** so as to reach the said office no later than **3:00 p.m., September 14, 2022**, of the official time clock in the purchasing office, at which time they will be opened. Proposals received later than the date and time specified will be rejected. The City will not be responsible for the late delivery of any proposals that are incorrectly addressed, delivered in person, by mail, or any other type of delivery service.

The Sebring City Council reserves the right to accept or reject any or all proposals or any parts thereof; and the award; if an award is made, will be made to the most responsible vendor whose proposal and qualifications indicate that the award will be in the best interest of the City of Sebring. The council reserves the right to waive irregularities in this solicitation document.

**Fair Housing / Equal Opportunity Employer**

Jamee Cook  
Purchasing Agent  
Sebring, Florida

Official Publication: VendorRegistry.com  
Dates: August 24, 2022

## **SECTION 1 – PURPOSE OF PROJECT**

This project is for the design and construction of the repair, resurface and conversion of the double tennis courts located at Charlie Brown Park, 920 Hawthorne Dr. Sebring, FL, to Pickleball courts according to the outlined specifications in Section 3 of this document.

## **SECTION 2 – GENERAL SPECIFICATIONS**

- 1)** The contractor agrees to furnish all necessary labor, supervision, tools, equipment, supplies, and materials to accomplish tasks designated by the City of Sebring. The City agrees to pay for such work when performed in the manner and in accordance with the terms and conditions herein. The City reserves the right to order materials separately on specified jobs in order to get governmental pricing.
- 2)** The contractor guarantees that its services shall be performed in a safe and workman like manner with the skill and care that would be exercised at the time by those rendering this type of service.
- 3)** The contractor guarantees that all labor and materials furnished and work performed by the contractor are in accordance with any specifications, including any additional work as designated by the City of Sebring. The contractor shall, in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within a reasonable period after receipt of notification of such faulty labor or workmanship. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one year after acceptance of the work by the City.
- 4)** The contractor agrees to indemnify and hold harmless the City of Sebring, its officers, employees, and representatives, from any and all loss, expense, damage demands, claims, and liability for any injury or alleged damage to property, including property of the City of Sebring and/or loss of use thereof, arising directly or indirectly from the contractor's performance of its work. Contractor further agrees to pay all damages, costs, and expenses including action resulting there from. Contractor shall defend the City and its officers, employees, or representatives from and against any and all losses, expenses, damages, demand claims, and liabilities of whatever kind or character including but not limited to attorney's fees and expenses, arising out of or by reason of any injuries (including death) or damage to any person or entity employed by or acting upon the contractor's behalf under this contract.
- 5)** Contractor shall maintain valid insurance as specified in section (7) below. Contractor shall provide updated insurance certificates to the City throughout the term of this contract.
- 6)** All work shall be done to complete satisfaction of the City in accordance with all municipal, county, federal, and local laws, ordinances, and regulations. The contractor shall dispose of all work materials in accordance with state and local requirements. Fines, if any, that are levied due to inadequacies or failure to comply with any requirements shall be the sole responsibility of the contractor.
- 7)** Contractor's bid shall include the cost of equipment use, vehicles, tooling, devices, employees, insurance, maintenance, taxes, depreciation, reasonable return on investment, and all other direct and indirect expenses associated with the execution of this contractual agreement.
- 8)** Contractor assumes full responsibility for having familiarized itself with the nature and extent of the specification upon which the bid was made and all regulations that may in any manner affect the materials to be supplied.

### **SECTION 3 – SCOPE OF WORK**

**1) INTENT-** It is the intent of this solicitation to secure a qualified contractor to design a plan and construct the resurface, restriping and conversion of the existing tennis courts at Charlie Brown Park, 920 Hawthorne Drive, Sebring, FL 33870, into Pickleball courts as described in the drawing on page 25 of this solicitation. The scope of services for this contract will be for all design, labor and materials needed to complete the work specified herein.

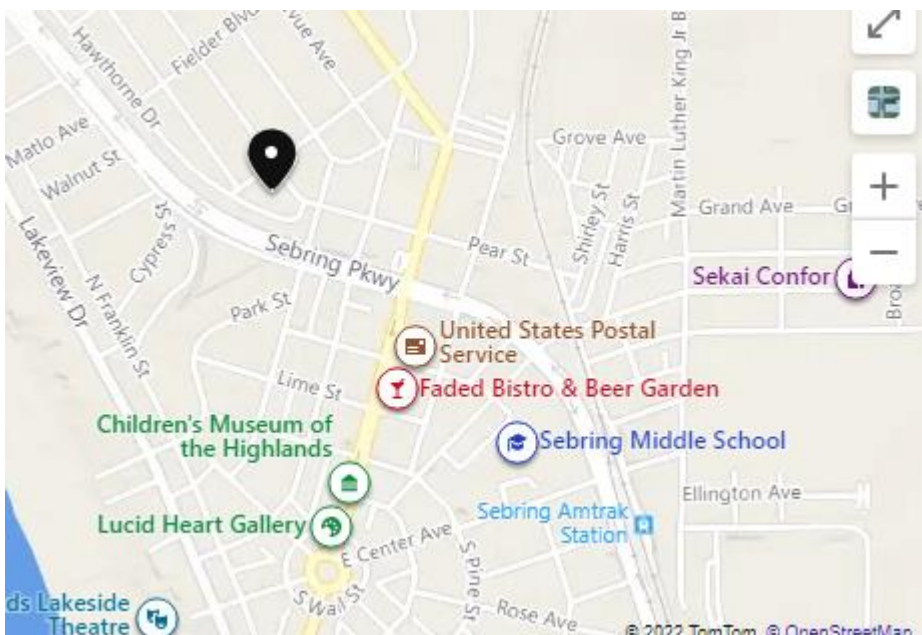
a) Contractor shall be a properly licensed contractor under existing Federal, State and Local laws, and qualified to perform the job as contained in this Scope of Work.

b) Contractor shall have experience in resurfacing courts for Pickleball, and shall be familiar with ASBA/USAPA requirements for dimensions, markings and netting.

### **2) SUMMARY OF WORK-**



a) There are two (2) existing tennis courts that need to be converted into 6 permanent Pickleball courts, a singles/warm up court and blank area intended for sun shelter. *(The sun shelter construction is not part of this project. That will be added by the City upon completion of this project.)*



b) Court location: Charlie Brown Park – 920 Hawthorne Drive, Sebring, FL 33870.

### **3) DELIVERIES & MATERIALS-**

a) The Contractor will be required to deliver all equipment and other materials to the site. Care shall be exercised in handling all materials and equipment, and the Contractor will be held responsible for all breakage or damage.

b) It is the responsibility of the Contractor to furnish all services, labor, materials, equipment, tools, insurance, permits, and fees (if any) necessary to render the services, according to the scope of services set forth by the City.

### **SECTION 4 – ALL RESPONSES SHALL INCLUDE**

- 1) Official Bid Form
- 2) A list of at least three (3) projects of a similar scope and comparable size in which the contractor has completed within the last five (5) years. The list must include:
  - A) A brief description of the project and how your firm plans to execute the work.
  - B) Contractual completion date, commencement and actual completion dates.
  - C) Owner of the project, including the name and telephone number of a contact person who can speak on behalf of the client for such project
- 3) Proof of any federal, state, or local licenses, certifications, and/or permits required for the project.
- 4) Proof of insurance as required in the specifications.
- 5) Certification forms (pages 16-23).
- 6) The firm name and contact person, address, telephone number, fax number, email address, of the office from which the services are being provided, including the name(s) and emergency phone number(s) of the contractor's representative(s) to be contacted during non-business hours.

### **SECTION 5 –AWARD SELECTION CRITERIA**

The solicitation award recommendation shall be based on the following:

- 1) Ability of Design-Build Team - 40%
- 2) Successful Experience with Similar Projects -40%
- 3) Ability to Meet Schedule and Budget Requirements -20%

#### **40% Ability of Design-Build Team**

Attach resumes for key personnel of the Project Team, detailing qualifications and past experience as it relates to similar types of projects.

#### **40% Successful Experience with Similar Projects**

List projects completed within the past 5 years to indicate proficiency in similar work.

#### **20% Ability to Meet Schedule and Budget Requirements**

Provide a short narrative outlining how the proposer intends to manage the project in order to meet schedule and budget requirements

**SECTION 6 – NOTICE TO VENDORS**

**1) Mandatory Pre-Bid Meeting**

***There will be a mandatory pre-bid meeting on-site (920 Hawthorne Drive, Sebring, FL 33870) on August 31<sup>st</sup>, 2022 at 2:00pm.***

**2) Late Submittals**

Late submittals, if accepted, will not be considered and are deemed unresponsive. Upon receipt via courier, the submittal becomes property of the City.

**3) Rights of City**

The City reserves the right to accept or reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder to best serve the interest of the City.

**4) Anticipated Timeline:**

Mandatory Pre-Bid Meeting:	Wednesday, August 31, 2022 at 2:00 pm
Bid Opening:	Wednesday, September 14, 2022 at 3:00 pm
Evaluation and award recommendation:	TBD
Project Completion:	90 days from the Notice to Proceed

## **SECTION 7 - GENERAL TERMS AND CONDITIONS (Rev 5/2022)**

Successful bidder/proposer shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the services and the protection of persons and property, including but not limited to those found in the City Legal Provision Addendum, made part hereto by reference.

**ACCEPTANCE AND WARRANTY:** Neither the final certificate of payment nor any provision in this document, or partial or complete use of the project by the City shall constitute an acceptance of work not done in accordance with the contract document or relieve the Contractor of liability in respect to any expressed or implied warranties or responsibilities for faulty material or workmanship. Contractor shall remedy any defects and pay for any damages resulting there from which appear within a period of one year after final acceptance of the work unless otherwise stated in the specifications herein.

**ADDENDUMS:** If it becomes necessary to revise or amend any part of this document, an addendum will be issued and will be posted on [VendorRegistry.com](http://VendorRegistry.com). **It shall be the sole responsibility of the bidders/proposers to check the website to ensure that all available information has been received prior to submitting a bid.**

**ADDITIONAL WORK:** Contractor may recommend additional work needed in addition to the original **ASSIGNMENT:** Awarded Contractor shall not assign this contract, in whole or in part, or any monies due hereunder, without the written consent of the City.

**BONDING:** A payment bond and performance bond will be required of the awarded proposer for any contract that is greater than \$100,000. The performance and payment bonds will each be in an amount equal to 100% of the price specified in the contract. The bonds shall be executed by a surety company authorized to do business in the State of Florida, or otherwise secured in a manner satisfactory to the City for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided in the contract. See attached bond forms.

**CHANGE ORDERS:** The signed contract serves to define the terms and conditions for the services, work or project as described in the bid and contract documents. A Change Order shall be considered a written order to the Contractor signed by the City, after execution of the contract, authorizing a change in the work or an adjustment in the contract price or the contract time.

**CITY EMPLOYEES AND FAMILY MEMBERS** are eligible to submit a bid for this contract, but in doing so they must file Form 3A "Interest in Competitive Bid for Public Business" with the Highlands County Supervisor of Elections and submit a copy of the form with their submittal. Under Florida Statute 112.313 this includes "...public officers and employees, their spouses, and their children..."

**CONTACT INFORMATION:** Purchasing Agent, [purchasing@mysebring.com](mailto:purchasing@mysebring.com). Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the City Purchasing Department and posted on [VendorRegistry.com](http://VendorRegistry.com). **Any oral or other type of communication concerning this document shall not be binding.** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the City posting the notice of staff recommendation, excluding Saturdays, Sundays, and state holidays, any employee or official of the City concerning any aspect of this solicitation, except in writing to the purchasing agent or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

**COPYRIGHTS: 1)** If awarded a contract, the contractor agrees that the work requested herein is "work for hire" and shall irrevocably transfer, assign, set over, and convey to the City all right, title, and interest, including sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract. The contractor further agrees to execute such documents as the City may request to effect such transfer or assignment. **2)** Further, the Contractor agrees that the rights granted to the City by this section are irrevocable. Notwithstanding anything else in this invitation, the contractor's remedy in the event of termination of or dispute over any agreement entered into as a result of this

invitation shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred in this section. Similarly, no termination of any agreement entered into as a result of this invitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" section. **3)** The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as part of any agreement entered into as a result of this invitation is prohibited unless the City approves the use of subcontractors or third parties in writing in advance and such subcontractors or third parties agree to include the provision of this section as part of any contract they enter into with the contractor for work related to this contract. **4)** If anything included in a deliverable limit the rights of the City to use the information for its own internal use, the deliverable shall be considered defective and not acceptable.

**DAMAGE TO PROPERTY:** Contractor agrees that all City or third party owned property that is damaged by the Contractor's personnel or equipment shall be repaired or replaced promptly, at Contractor's expense.

**DEFAULT:** In any action brought by either party for the interpretation or enforcement of obligations of either party, including appeals, the prevailing party shall be entitled to recover reasonable attorney fees, court and other costs from the non-prevailing party, whether incurred before or at trial, on appeal, in bankruptcy, or in post judgment collections.

**DOCUMENT DEEMED AS A CONTRACT:** In the event that the Sebring City Council awards the project described herein to a Contractor(s), and/or a purchase order is processed then this document shall become a legally binding contract unless a separate document is drawn up by the City Attorney in which case the Attorney's contract is primary and this document is secondary.

**DUE CARE AND DILIGENCE** has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the City nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.

**EARLY TERMINATION:** City may, by written notice, terminate the contract in whole or in part at any time, either for City's convenience or because of failure of Contractor to perform any material provision or portion of the services or project, including a failure to pay vendors, suppliers, or sub-subcontractors as required and failure to undertake adequate safety measures during the performance of the services or project. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performance of the contract, whether completed or in process, shall be delivered to City. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services. If the termination is due to failure to fulfill the Contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any additional cost occasioned to the City thereby. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in the contract price shall be made as described in the first sentence of this paragraph.

**EQUIPMENT:** Contractor will provide, at Contractor's expense, all machinery, equipment, tools, superintendence, labor, insurance, and all other accessories necessary to provide the product(s) or service(s) in accordance with the description of the work described herein.



**INDEPENDENT CONTRACTOR:** The parties expressly recognize that the relationship between the City and the Contractor is that of independent contractors, and that neither Contractor nor any of its servants, agents, or employees shall ever be considered as an agent, servant, or employee of the City.

**INSPECTION & CORRECTION OF WORK:** All work done by the awarded Contractor will be monitored by an authorized designated City employee. Contractor shall notify the designated person of completion of each cycle within twenty-four hours of such completion. The designated contact person will then inspect the work and if they find it has not been done satisfactorily, said work shall be promptly corrected by the Contractor at the Contractor's expense.

**INSURANCE REQUIREMENTS:** Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods and services:

Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods and services:

Contractor, upon its part, agrees to protect, indemnify, save harmless, and insure the City from any liability to any persons for injuries to the person, including homicide, or damage to property, resulting from the acts or omissions of the Contractor for performing its obligations under this contract. The parties expressly recognize that the relationship between the City and the Contractor is that of independent contractors, and that neither Contractor, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant, or employee of the City. Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence work hereunder until such insurance is obtained and approved by the City:

- 1) Comprehensive General Liability (CGL) insurance shall be maintained by the vendor with a limit of not less than \$1,000,000 each occurrence. If such CGL contains a general aggregate limit, it shall apply separately to this project in the amount of \$2,000,000. CGL insurance shall include bodily injury and property damage liability for premises, products, and completed operations, and personal injury.
- 2) Automobile Liability shall be maintained with a limit of not less than \$1,000,000 each accident for Bodily Injury and Property Damage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
- 3) Worker's Compensation coverage is to apply to all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
- 4) Evidence of Insurance shall be furnished by the vendor to the City of Sebring. Certificates of insurance are to be signed by a person authorized by the insurer to bind coverage on its behalf. The City of Sebring is to be specifically included as additional insured on all policies except workers' compensation. If the vendor is exempt from workers' compensation requirements they are to submit a DWC-252 Certificate of Exemption Form. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued 30-days prior to the expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Sebring before the commencement of work activities.

**LICENSING:** If required, bidders/proposers shall be fully licensed in the State of Florida and shall comply with all applicable laws, regulations, rules, and ordinances of local, state, and federal authorities having jurisdiction. Failure or inability on the part of the respondent to have complete knowledge and intent to

comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response. Proof of all relevant licenses is required as part of your submittal.

**LIQUIDATED DAMAGES:** If Contractor fails to achieve substantial completion of the project on or before the date of substantial completion as set forth in the contract, Contractor shall pay to the City of Sebring liquidated damages in the amount of \$500.00 per calendar day for each calendar day the date of substantial completion is delayed. If Contractor fails to achieve final completion of the project on or before the date of final completion as set forth in the contract, or as extended by a change order, Contractor shall pay to the City of Sebring liquidated damages in the amount of \$100.00 per calendar day for each calendar day the date of final completion is delayed.

**LOCAL PREFERENCE:** Local Preference will not be considered for this solicitation.

**MULTIPLE RESPONSES:** If submitting a response for more than one solicitation, each response must be in a separate envelope and correctly marked.

**NOTICES:** All notices provided under or pursuant to this contract shall be in writing, either by hand delivery, email, or first class certified mail – return receipt requested.

**PAYMENTS:** All payments must be approved by Sebring City Council, which meets the first and third Tuesday of each month. To be considered for payment at any meeting, the invoice must be approved by the department head and received by Accounts Payable, 368 South Commerce Avenue, Sebring, Florida 33870 one week prior to a City Council meeting. Separate invoices must be rendered for each purchase order.

**PERFORMANCE & WORKMANSHIP:** Contractor shall, in good workmanlike manner, perform all services pursuant to the specifications. Should the Contractor fail to provide prudent and competent professional service, the City may notify the Contractor in writing stating the City's intention to terminate the contract and stating the reasons therefore. Unless Contractor remedies such default or has made satisfactory arrangements with the City for such remedy within five (5) business days after service of said notice upon Contractor, this contract may be terminated by the City. In the event of such termination, the City may take over and complete the work at the expense of the Contractor. The Contractor shall be liable to the City for any excess costs the City incurs.

**PRE-BID MEETING:** There is a mandatory (on-site) pre-bid meeting scheduled for this solicitation on Wednesday, August 31, 2022 at 2:00 pm at 920 Hawthorne Drive, Sebring, FL 33870.

**PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

**PURCHASING AGREEMENT WITH OTHER PUBLIC AGENCIES:** Not applicable to this solicitation.

**PURCHASE CARDS:** When accepted by the vendor, transactions totaling \$5,000.00 or less may be paid by purchase card. Purchase cards can be used as an alternate form of payment for contracted services which are a result of the competitive bidding process. The Contractor shall not charge a convenience fee or surcharge to the City for transactions paid by purchase card.

**PURCHASE ORDERS** are required by the City of Sebring when a contract/agreement is established as a result of the competitive bidding process. Once the contract/agreement is in effect, it will be the

responsibility of the department to submit a request for a purchase order. The purchasing office will generate the purchase order, which is then emailed to the vendor at the email address provided by the vendor, as well as the department initiating the request.

**RENEWAL:** Not applicable to this solicitation.

**RESTRICTIONS:** Time restrictions are not permissible. Bids offered which include such restrictions will be rejected. Any variations from this specification shall be indicated on the bid and explained in detail on a separate attachment to the bid.

**RESPONSES/BIDS** are due and must be received in accordance with the instructions given in the announcement page. Responses/bids received later than the time designated will be deemed as non-responsive and will not be considered. Responses/bids must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.

**STATEMENT OF INDEMNIFICATION** – The Contractor/Consultant hereby acknowledges and confirms that the contract price includes the consideration for this indemnification / hold harmless. The Contractor/Consultant shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses, (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of, or incidental to the performance of this contract, unless caused by the sole negligence of the City, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy, or patent council fees), incurred by the City to enforce this agreement shall be borne by the Contractor. This indemnification shall also cover all claims brought against the City, its elected officials, employees, agents, or volunteers by any employee of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this article shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor's limit of all services, obligations, and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this article shall survive indefinitely.

**SUBCONTRACTOR:** If subcontracting has been agreed upon by the parties herein and made a part of the terms of this contract, the Contractor shall be responsible for monitoring all subcontractors to make sure all conditions of the contract are being executed. Furthermore, the City has the right to refuse subcontractors work on the project.

**TERM:** Until completed.

**TERMINATION:** Should Contractor violate any provision in this document, City may notify Contractor, in writing, stating the City's intention to terminate the contract and stating the reasons thereof. Unless Contractor remedies such default or has made satisfactory arrangements with the City for such remedy within five (5) business days after service of said notice upon Contractor, this Contractor may be terminated by the City.

**TIME:** Time is of the essence of this agreement.

**PROTEST:** Failure to file a protest within the time prescribed in the City of Sebring's Purchasing Policy shall constitute a waiver of the bidder/proposer's right to protest.

## **SECTION 8—ADDITIONAL TERMS AND CONDITIONS**

### **1) Information or Clarification**

Bidders/proposers are urged to promptly review the Solicitation Definitions Addendum as well as the requirements of all solicitation specifications and submit questions to the Purchasing Agent at [purchasing@mysebring.com](mailto:purchasing@mysebring.com) for resolutions as early as possible during the bid period. All questions will be answered up three (3) business days prior to the bid opening and posted on the official solicitation website, VendorRegistry.com. Otherwise, this will be construed as acceptance by the bidders/proposers that the intent of the specifications is clear and that competitive bids may be obtained as specified herein. Protests with regard to specification documents shall not be considered after bids are opened.

### **2) Development Costs**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this solicitation. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the solicitation.

### **3) Solicitation Response**

All responses shall become the property of the City of Sebring. The City, at its discretion, reserves the right to waive minor informalities or irregularities in any response, to reject any and all responses, in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.

### **4) Equal Opportunity**

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

### **5) Public Records Requirement**

The contractor is required to keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service sought herein. The Contractor is required to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Ch. 119.07 et seq, Fla. Stat. or as otherwise provided by law. The contractor must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-471-5100, 368 S. Commerce Ave., Sebring FL 33870, or [kathyhaley@mysebring.com](mailto:kathyhaley@mysebring.com).**

**6) Legal Requirements**

Federal, State, County, and local laws ordinances, rules and regulations that in any manner affect the item(s) covered herein are applicable to this solicitation, which may include the City Legal Provisions Addendum. Lack of knowledge by the respondent will in no way be cause for relief from responsibility.

**RFQ 22-011**  
**Professional Design and Re-Construction of**  
**Charlie Brown Park Tennis/Pickleball Courts**

**Submittal Checklist**

Bidder shall provide an **original and two (2) hard copies and one (1) electronic copy** of this checklist and all of the following that apply:

<b>CHECK MARK IF INCLUDED</b>	<b>CHECKLIST ITEM:</b>
	Proposal/ Outlined Conceptual Project Design and Site Plan
	List of similar projects completed within the past 5 years
	Attach resumes for key personnel of the project team
	The firm name and contact person, address, telephone number, fax number, email address, of the office from which the services are being provided. An authorized individual must sign the proposal documents.
	Copies of all applicable licenses, certifications, and permits
	Verification of insurance
	Certification forms
	All forms in sealed envelope addressed to: City of Sebring Purchasing Division 368 South Commerce Avenue Sebring, Florida 33870
	The mailing envelope must be sealed and marked with: <b>RFQ 22-011</b> <b>Charlie Brown Pickleball Courts</b> Closing Date: September 14, 2022 @ 3:00 pm
	The following must be received by the purchasing department within 7 days after award is made by Sebring City Council. *Vendor Registration at VendorRegistry.com, and uploaded W9 (if not already registered as a vendor) *Certificate of Insurance listing the City as additional insured

ALL COURIER DELIVERED BIDS/PROPOSALS MUST HAVE THE RFQ NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET. *At the discretion of the Purchasing Agent, bids or proposals with minor irregularities may be accepted and allowed to be corrected when it is in the best interest of the City.*

**SUBMITTED BY:** \_\_\_\_\_  
 (PRINTED NAME OF COMPANY/BIDDER/PROPOSER)

**DATE:** \_\_\_\_\_

## **CERTIFICATION FORMS**

**NON-COLLUSIOIN AFFIDAVIT OF PRIME BIDDER  
(SUBMITTAL PAGE)**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. he/she is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. he/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Proposal is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder's nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bids are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**DRUG-FREE WORKPLACE FORM**  
**(SUBMITTAL PAGE)**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

That \_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employee for violations of such prohibition
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the Terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States any state, for a violation occurring in the workplace no later than five (5) days after such Conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Bidder/Proposer's Signature

\_\_\_\_\_  
Date

**INSURANCE**  
**(SUBMITTAL PAGE)**

By signing below the Vendor is stating that they fully understand the insurance requirements for the project and if awarded will provide all insurance coverage as required in RFQ #22-011.

The requirements are as follows:

- Bidder/Proposer is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of the City

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

\_\_\_\_\_  
Bidder/Proposer's (signature)

## **INDEMNIFICATION**

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) to the extent arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

**Subrogation:** The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

**Release of Liability:** Acceptance of the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

**Savings Clause:** The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

BY: \_\_\_\_\_  
Signature of Owner or Officer

DATE: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
Corporate Secretary or Witness

\_\_\_\_\_  
Organization Phone Number

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day \_\_\_\_\_ of  
20\_\_\_\_ by \_\_\_\_\_, of  
\_\_\_\_\_(Company Name).

He/She is personally known to me or has produced \_\_\_\_\_  
as identification, and did \_\_\_\_/did not \_\_\_\_ take an oath.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary (Seal)

My Commission Expires: \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO  
FLORIDA STATUTES SECTION 287.133(3)(a) ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
[print name of the public entity]  
by \_\_\_\_\_ for \_\_\_\_\_  
[print individual's name and title]

\_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

and its Federal Employer Identification Number (FEIN) or Social Security Number (SSN)

of the individual signing this sworn statement is \_\_\_\_\_.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime; or
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" included those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management

of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
[signature]

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

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

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_ by \_\_\_\_\_

who is personally known to me and who \_\_\_\_\_ did / \_\_\_\_\_ did not take an oath.

\_\_\_\_\_  
Signature of Notary

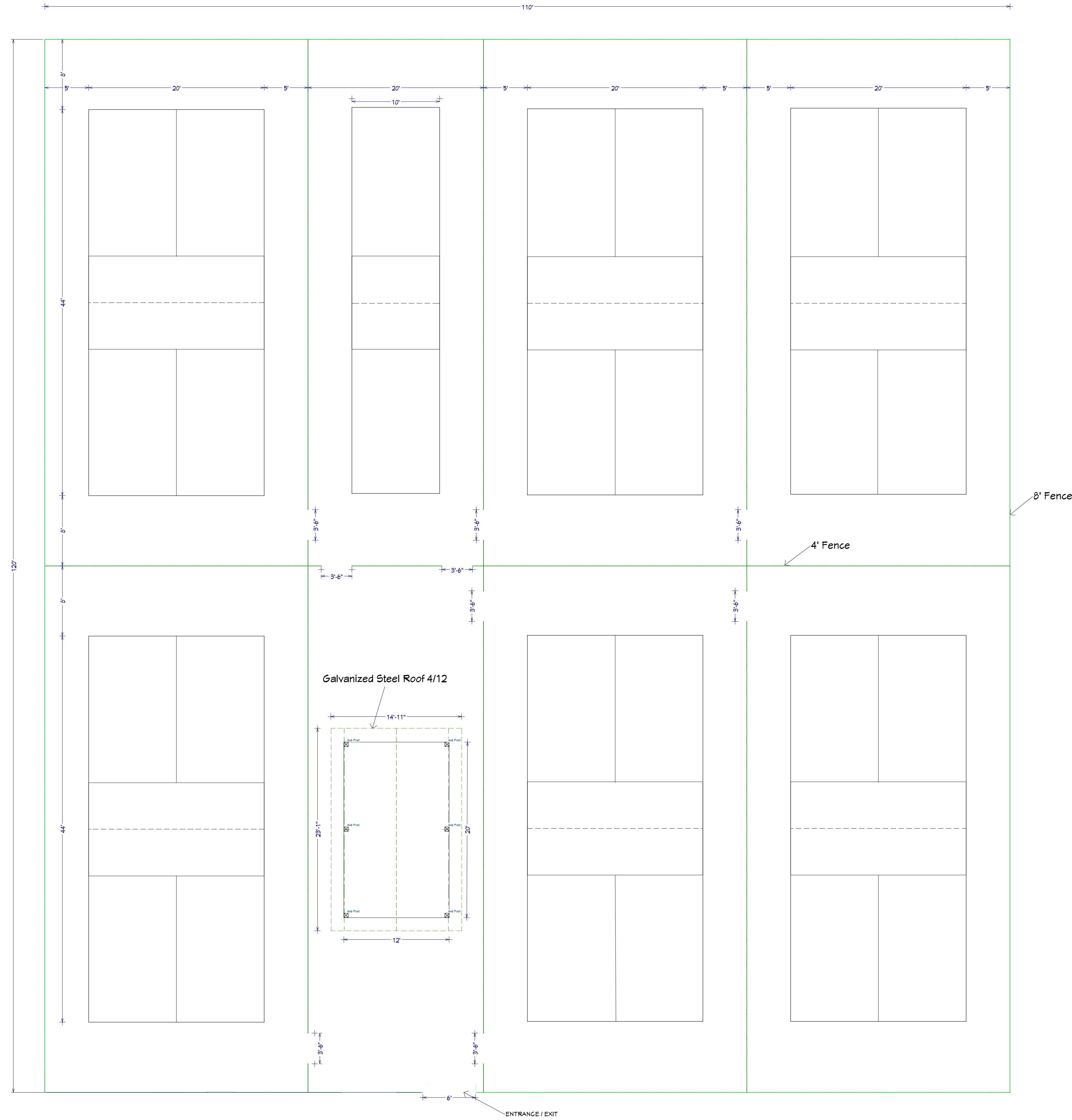
\_\_\_\_\_  
Printed Name of Notary

(Seal)

My Commission Expires: \_\_\_\_\_

# **TECHNICAL DRAWING**





Project:

**CITY OF SEBRING**

DATE:

7/13/2022

SCALE:

5/32