

**PROFESSIONAL SERVICES AGREEMENT**  
**BY AND BETWEEN**  
**THE CITY OF PENSACOLA, FLORIDA**  
**AND**  
**GULF COAST TENNIS GROUP LLC**

This Professional Services Agreement (“Agreement”) is entered into this 19<sup>th</sup> day of November, 2018 (but effective as of January 1, 2018) (“Effective Date”) by and between the City of Pensacola, Florida, a municipal corporation of the State of Florida (“City”) and Gulf Coast Tennis Group LLC, a Florida limited liability company (“Provider”) for professional tennis operations and management services at City’s Roger Scott Tennis Center; (hereinafter, each a “Party” and collectively the “Parties”).

**RECITALS:**

A. City owns and manages public tennis facilities, commonly known as Roger Scott Tennis Facilities (“Tennis Facilities”) situated on City property at 2130 Summit Boulevard, Pensacola, Florida (“Premises”).

B. City is in need of a qualified professional to fully operate and manage Tennis Facilities pursuant to a scope of services for a concise and comprehensive management and operation plan to perform, deliver and carry out, in a professional manner, the type of projects and services that meet the programmatic requirements of Tennis Facilities and result in better services for the public (“Services”). Accordingly,

City issued Request for Proposals No. 17-024 “Operation and Management of Roger Scotts Tennis Facilities” (“RFP”) for Services.

C. The evaluation committee evaluated and ranked the proposals, in response thereto, based on evaluation criteria set out in RFP No. 17-024, and Provider’s proposal (“Proposal”), was recommended as the most highly ranked proposal for the City for the provision of Services and on November 9, 2017, City Council of the City of Pensacola determined that the recommendation of the evaluation committee to be in the City’s best interest, and thereupon accepted said recommendation and authorized the Mayor to negotiate an agreement with Provider.

D. City Administration and Provider met to negotiate the terms of Agreement and these negotiations successfully concluded with the terms and conditions stated herein as the basis of a memorandum of understanding and the foregoing Agreement.

E. The memorandum of understanding, dated January 1, 2018, terminates on Effective Date and the relationship of City and Provider shall be governed by Agreement as of Effective Date.

F. Provider possesses all necessary qualifications and expertise to perform Services.

G. City wishes to engage the services of Provider, and Provider wishes to perform Services for City, under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, Provider and City agree as follows:

**TERMS:**

1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of Agreement. The City's RFP is hereby incorporated into and made a part of Agreement and attached hereto as Exhibit "A."

2. **TERM:** The term of Agreement shall be three (3) years, commencing on Effective Date and ending on December 31, 2020 ("Expiration Date").

3. **SCOPE OF SERVICE**

A. Provider agrees to provide Services as specifically described, and under the special terms and conditions set forth in Exhibit "B" hereto, which by this reference is incorporated into and made a part of Agreement.

B. Provider represents and warrants to City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due City, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to City; (iii) all personnel assigned to perform Services are and shall be, at all times during the term

hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the manner, at such times, and for the budgeted amounts described in Exhibit “B.”

C. Provider represents and warrants to City that all of its personnel who provide or may provide Services have completed and satisfied: (i) all background screening as required by and outlined in Sections 435.04 and 435.05, Florida Statutes (2018) and HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, as amended, and to the extent required by applicable law; (ii) all the requirements and conditions of current or amended City policies, including City background screening requirements; and (iii) Provider agrees to bear any and all costs associated with acquiring the required background screenings.

D. Provider represents and warrants that all personnel assigned to perform Services shall have and wear and display proper identification during the performance of Services and that no identification shall be issued prior to the successful completion of background screening requirements.

E. Provider agrees that City may require Provider to remove any personnel the City deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued services under Agreement is not in the best interest of the City.

F. Provider represents and warrants that Provider shall not offer professional tennis instruction at any other location within Escambia and Santa Rosa Counties during the term of Agreement unless expressly authorized by Director of Parks & Recreation.

G. Provider agrees and warrants that (i) any and all personnel providing Services related to Agreement shall be paid through Provider and not paid directly by the City, and (ii) any and all liabilities regarding payment to or use of such personnel for any of the Services related to Agreement shall be borne solely by Provider.

H. Provider agrees and warrants that neither Provider nor any of its personnel shall perform any work unless duly authorized by Provider or Provider's designated representative. Provider shall not be paid (i) for any work performed outside the Scope of Services for Agreement, or (ii) for any work performed by any of Provider's personnel not otherwise previously authorized in writing.

4. **COMPENSATION:**

A. In consideration of the operation, management, maintenance and programming of Tennis Facilities under Agreement, City and Provider agree upon the following as appropriate consideration for the rights and services provided for in Agreement.

B. The total amount of compensation payable by Provider to City shall be an annual fee (“Annual Fee”) of One Hundred Twenty Five Thousand Dollars and No/Cents (\$125,000) with payments to be made monthly calculated on a pro rata basis during the term of Agreement.

C. Annual Fee shall be due and payable on or before the first day of each calendar month during the term of Agreement and remitted to the Parks and Recreation Department, P.O. Box 12910, City of Pensacola, Florida 32521, along with penalty and interest due until paid in full in accordance with the Pensacola City Code.

D. City shall pay Provider the accrued pre-paid membership amount, which shall be paid as a credit against the prorated monthly payment for the month of January, 2018.

E. Provider shall pay City a security deposit in an amount equal to one month pro rata payment amount, which City shall hold as security to insure Provider makes all required payment in accordance with Agreement.

F. Provider agrees that upon Expiration Date, certain pre-paid membership fees shall be due and owing by Provider to City. Upon Expiration Date, City and Provider shall determine the amount of pre-paid membership fees due and owing to the City by Provider. Provider shall pay to City monthly the amount of Two Thousand Dollars and No/Cents (\$2,000) for the twenty (20) month period beginning July 1, 2018

and ending February 1, 2020, each monthly amount being due and payable on or before the first day of each calendar month. City shall deposit and maintain such monthly payments paid to City by Provider under this section in a City interest bearing restricted account (“City Account”). Upon Expiration Date and calculation of the pre-paid membership fees due and owing to City, the balance in City Account shall be applied to the pre-paid membership fees due. If the balance in City Account is not sufficient to offset the pre-paid membership fees due to City, Provider shall remit the remaining balance due to City within forty-five (45) days of Expiration Date. If the balance in the City Account is sufficient to offset the pre-paid membership fees due to City and a residual balance remains, that balance shall be remitted by City to Provider within forty-five (45) days of Expiration Date.

5. **TENNIS FACILITIES:**

A. City shall grant to Provider, non-exclusive rights to occupy and use Tennis Facilities for the purposes described herein under Agreement and in accordance with the following limitations:

(1) Provider shall be permitted to enter and occupy the area generally identified and depicted on Exhibit “D,” attached hereto and incorporated herein by reference from 00:00 a.m. to 24:00 a.m., seven (7) days a week, year-round to perform Services required under Agreement.

(2) Provider agrees and warrants that Provider shall be permitted to use Tennis Facilities solely for the purposes of performing Services as required under Agreement and shall not use Tennis Facilities, nor permit any other person or entity to use Tennis Facilities for any purposes not authorized by Agreement.

(3) Provider agrees and acknowledges that City is owner of Premises and Tennis Facilities and that Agreement is not meant to nor does it convey or grant any entitlements or property rights, title or interest in or to Premises or to Tennis Facilities to Provider by virtue of such right to use or occupy Premises or Tennis Facilities.

(4) Provider agrees and warrants that Provider has examined Tennis Facilities and is fully informed to Provider's satisfaction of the physical condition and the utility of Tennis Facilities and accepts them in their present condition as is. Except as specifically provided in Agreement, Provider acknowledges that City, its agents and personnel and other persons acting on behalf of City, have made no representation or warranty of any kind in connection with any matter relating to the physical condition, value, fitness, use or zoning of Tennis Facilities or Premises upon which Provider has relied directly or indirectly for any purposes, except as specifically set forth in Agreement.

(5) Provider agrees and warrants that Provider has examined any and all items of City personal property, including City equipment, inventory, furnishings and supplies located at or on Tennis Facilities and used thereon in accordance with Agreement, and



more particularly those certain items of City personal property which are specifically described and listed in Attachment 7 of RFP and Prover accepts all such items of City personal property in their present condition as is.

(6) Provider agrees and warrants that Provider shall maintain all City personal property in good operating condition.

(7) Provider agrees and warrants that all City personal property shall remain property of City and shall not be removed for any reason or at any time whatsoever.

(8) City personal property notwithstanding, Provider agrees and warrants that Provider will provide all of Provider owned equipment, furnishings and supplies required to provide services under Agreement.

(9) Provider agrees and warrants that Provider shall provide and utilize Provider owned computerized tracking system required in connection with the provision of services under Agreement.

(10) Provider agrees and warrants that upon expiration or early termination of Agreement, Provider shall surrender Tennis Facilities, including all items of City personal property, to City in substantially the same condition as such Tennis Facilities and such items of City personal property were in on Effective Date.

**B.** City reserves to itself the right of access in, over, under and through Tennis Facilities to perform its maintenance obligations and other obligations under

Agreement, and in furtherance of the following:

(1) City may enter and utilize Tennis Facilities at any time for purposes of providing all maintenance and repair of Tennis Facilities and Premises as necessary and required for the continuous, uninterrupted and effective provision of Services under Agreement, as described more particularly in Exhibit "A."

(2) City may enter and utilize Tennis Facilities at any time for purposes of installing or maintaining improvements necessary for the health, safety and welfare of the public or for any other public purpose. In this regard, Provider understands and agrees that City shall bear no responsibility or liability for disruption or interference with Provider's use of Tennis Facilities, but City will make reasonable efforts to minimize such interference.

6. **OWNERSHIP OF DOCUMENTS:** Provider understands and agrees that any information, document, report or any other material whatsoever, and specifically including all data and information that is stored on any computer utilized by Provider to provide services under Agreement, regardless of whether such computers are owned by City or Provider, such information to be provided in a format required by City, and or which is otherwise obtained or prepared by Provider pursuant to or under the terms of Agreement, is and shall at all times remain the property of City. Provider agrees not to use any such information, document, report or material for any other purpose

whatsoever without the written consent of Director of Parks & Recreation, which may be withheld or conditioned by Director of Parks & Recreation in his or her sole discretion. Provider is permitted to make and to maintain duplicate copies of the files, records, documents, etc. if Provider determines copies of such records are necessary and required subsequent to the termination of Agreement for Provider to comply with federal, state or local law or regulations, however, in no way shall the confidentiality as permitted by applicable law be breached. City shall maintain and retain ownership of any and all documents which result upon the completion of the work and Services under Agreement. Provider understands and agrees and that Provider is subject to and shall comply with Florida Statute 119, Public Records Act, as required herein in Agreement.

7. **AUDIT AND INSPECTION RIGHTS:**

A. City may, at reasonable times, and for a period of up to three (3) years following the termination of Agreement and all other pending matters are closed, audit, or cause to be audited, those books and records of Provider which are related to Provider's performance under Agreement.

B. Provider agrees to provide access to the City or to any of its duly authorized representatives, to any books, documents, papers, and records of Provider which are directly pertinent to Agreement, for the purpose of audit, examination, excerpts, and transcripts.

C. Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after termination of Agreement and all other pending matters are closed. Provider's failure to adhere to, or refuse to comply with, this condition shall result in the immediate cancellation of Agreement by the City.

D. City may, at reasonable times during the term hereof, inspect Provider's work and perform such tests, as City deems reasonably necessary, to determine whether the goods or services required to be provided by Provider under Agreement conform to the terms hereof and/or the terms found in Exhibits "A" and "B," if applicable. Provider shall make available to City all reasonable access and assistance to facilitate the performance of tests or inspections by City representatives.

8. **AWARD OF AGREEMENT:** Provider represents to the City that it has not employed or retained any person or company employed by the City to solicit or secure Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the receipt of an award of Agreement.

9. **FLORIDA PUBLIC RECORDS COMPLIANCE REQUIREMENTS:** Provider shall comply with Chapter 119, Florida Statutes. Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to Provider's Services under Agreement, subject to the provisions of Chapter

119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable laws. Provider's failure to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of Agreement by City. Specifically, Provider shall:

- (1) Keep and maintain public records required by the City to perform Services under Agreement.
- (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of Agreement term and following the completion of Agreement if Provider does not transfer the records to the City.
- (4) Upon completion of Agreement, transfer, at no cost to City, all public records in possession of Provider or keep and maintain public records required by the City to perform the Service. If Provider transfers all public records to City upon completion of Agreement, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. Subject to Provider's rights to maintain copies in accordance with Section 6 herein, if Provider keeps and maintains public records upon completion of Agreement, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FLORIDA 32502.**

**10. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:**

Provider understands that agreements with local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. City and Provider agree to comply with and observe all such

applicable federal, state and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

Provider further agrees to include in all of Provider's agreements with any personnel for any Services related to Agreement this provision requiring personnel to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

**11. CITY'S TERMINATION RIGHTS:**

A. The City, acting by and through its Mayor, shall have the right to terminate Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, the City shall pay to Provider any approved expenses incurred prior to the effective date of termination. In no event shall the City be liable to Provider for any additional compensation and expenses incurred, other than that provided herein, or for any consequential or incidental damages.

B. Mayor shall have the right to terminate Agreement, without notice or liability to Provider, upon the occurrence of an event of a material default hereunder. In such event, the City shall not be obligated to pay any amounts to Provider for services rendered by Provider after Provider's receipt of the notice of termination.

**12. INSURANCE:**

**A.** Provider shall, at all times during the term hereof, maintain such insurance coverage(s) as may be required by the City. The insurance coverage(s) required as of Effective Date of Agreement are attached hereto as Exhibit "C" and incorporated herein by this reference. The City RFP number and title of the RFP must appear on each certificate of insurance. The Provider shall add the City of Pensacola as an additional named insured to its commercial general liability and auto policies and as a named certificate holder on all policies. Provider shall correct any insurance certificates as requested by the City's Risk Manager. All such insurance, including renewals, shall be subject to the approval of the City for adequacy of protection and evidence of such coverage(s) and shall be furnished to the City's Risk Manager on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled, modified, or changed during the performance of the Services under Agreement without thirty (30) calendar days prior written notice to the City's Risk Manager. Completed Certificates of Insurance shall be filed with the City prior to the performance of Services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with the City.

**B.** If, in the reasonable judgment of the City, prevailing conditions in the insurance marketplace warrant the provision by Provider of additional amounts of



professional liability insurance coverage, the City reserves the right to require the provision by Provider of up to such additional amount of professional liability coverage, and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Provider fail or refuse to satisfy the requirement of additional coverage within thirty (30) days following the City's written notice, Agreement shall be considered terminated on the date the required change in policy coverage would otherwise take effect.

C. Provider understands and agrees that any and all liabilities regarding the use of any of Provider's employees or any of Provider's personnel for Services related to Agreement shall be borne solely by Provider throughout the term of Agreement and that this provision shall survive the termination of Agreement. Provider further understands and agrees that insurance for any personnel of Provider providing Services related to Agreement shall be maintained in good standing and approved by the City's Risk Manager throughout the duration of Agreement.

D. Provider shall be responsible for assuring that the insurance certificates required under Agreement remain in full force and effect for the duration of Agreement, including any extensions hereof. If insurance certificates are scheduled to expire during the term of Agreement and any extension hereof, Provider shall be responsible for submitting new or renewed insurance certificates to the City's Risk

Manager at a minimum of ten (10) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term of Agreement and any extension thereof:

(i) City shall suspend Agreement until such time as the new or renewed certificate(s) are received in acceptable form by the City's Risk Manager; or

(ii) City may, at its sole discretion, terminate Agreement for cause and seek re-procurement damages from Provider in conjunction with the violation of the terms and conditions of Agreement.

E. Compliance with the foregoing requirements shall not relieve Provider of its liabilities and obligations under Agreement.

13. **INDEMNIFICATION AND INSURANCE:** See Exhibit "C", Insurance and Indemnification Rider, which is attached hereto and incorporated herein for all purposes.

14. **NONDISCRIMINATION:** Provider represents to the City that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be

excluded from participation in, be denied services, or be subject to discrimination under any provision of Agreement.

**15. MINORITY AND WOMEN BUSINESS ENTERPRISE; SMALL BUSINESS ENTERPRISE; AND VETERAN BUSINESS ENTERPRISE**

**PROCUREMENT PROGRAMS:** The City has established a Minority and Women Business Enterprise; Small Business Enterprise; and Veteran Business Enterprise Programs designed to increase the volume of City procurement for minority and women, small business enterprise and veterans. Provider understands and agrees that the City shall have the right to terminate and cancel Agreement, without notice or penalty to the City, and to eliminate Provider from consideration and participation in future City Agreements if Provider, in the preparation and/or submission of the Proposal, submitted false or misleading information as to its status as a Minority and Women Business Enterprise; Small Business Enterprise; and Veteran Business Enterprise.

**16. ASSIGNMENT:** Agreement shall not be assigned by Provider, in whole or in part, and Provider shall not assign any part of its operations, without the prior written consent of the City, which may be withheld or conditioned, in the City's sole discretion through the Mayor. Provider may not change or replace personnel performing work

under the Scope of Services identified in Exhibit "B" without the prior written consent from the Mayor.

17. **NOTICES:** All notices or other communications required under Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

**TO PROVIDER:**

**TO THE CITY:**

Mayor  
222 W. Main Street  
Pensacola, Florida 32502  
(850) 435-1625

**WITH COPIES TO:**

Director, Department of Parks & Recreation  
222 W. Main Street  
Pensacola, Florida 32502  
(850) 435-5679

Risk Manager, Department of Risk Management  
222 W. Main Street  
Pensacola, Florida 32502  
(850) 435-1613

18. **MISCELLANEOUS PROVISIONS:**

A. Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the parties shall be in Escambia County, Florida. Each party shall bear its own attorney's fees. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction. The parties irrevocably waive any rights to a jury trial.

B. Title and paragraph headings are for convenient reference and are not a part of Agreement.

C. No waiver or breach of any provision of Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Pensacola, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then the same shall be deemed severable, and in either event, the

remaining terms and provisions of Agreement shall remain unmodified and in full force and effect or limitation of its use.

E. Provider shall comply with all applicable laws, rules and regulations in the performance of Agreement, including but not limited to, licensure and certifications required by law for professional service providers.

F. Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto. The Director of Parks & Recreation shall have authority to extend, to amend or to modify Agreement on behalf of the City in accordance with this section.

19. **SUCCESSORS AND ASSIGNS:** Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

20. **INDEPENDENT CONTRACTORS:** Provider has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, neither Provider, nor any personnel hired by Provider to provide any Services under Agreement shall attain, nor be entitled to, any rights or benefits provided to employees of the City of Pensacola. Provider further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Provider, any personnel hired by Provider to

provide any Services hereunder, and Provider agrees to provide, as applicable, workers' compensation insurance for any employee or agent of Provider rendering Services to the City under Agreement. Provider further understands and agrees that Provider's or its personnel's use or entry upon City properties shall not in any way change its or their status as an independent contractor. Provider covenants and agrees that it shall operate hereunder as an independent contractor as to all rights and privileges granted hereunder and not as an officer, agent, servant or employee of City and Provider shall have exclusive control of and the exclusive right to control the details of its operations, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, personnel, licensees and invitees. The doctrine of respondeat superior shall not apply as between City and Provider, its officers, agents, servants, employees, contractors and personnel, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Provider.

21. **CONTINGENCY CLAUSE:** Funding for Agreement is contingent on the availability of funds and continued authorization for program activities and Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days written notice.

22. **FORCE MAJEURE:** A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either party is delayed in the performance of any act or obligation pursuant to or required by Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.

23. **CITY NOT LIABLE FOR DELAYS:** Provider hereby understands and agrees that in no event shall the City be liable for, or responsible to Provider or any personnel, or to any other person, firm, or entity for or on account of, any stoppages or delay(s) in work herein provided for, or any damages whatsoever related thereto,



because of any injunction or other legal or equitable proceedings or on account of any delay(s) for any cause over which the City has no control.

24. **USE OF NAME:** Provider understands and agrees that the City is not engaged in research for advertising, sales promotion, or other publicity purposes. Provider is allowed, within the limited scope of normal and customary marketing and promotion of its work, to use the general results of Services under Agreement and the name of the City. The Provider agrees to protect any confidential information provided by the City and will not release information of a specific nature without prior written consent of the Mayor.

25. **NO CONFLICT OF INTEREST:** Pursuant to Chapter 112, Florida Statutes and Pensacola City Code Chapter 2-6, Sections 2-6-1 through 2-6-4 regarding conflicts of interest, Provider hereby certifies to City that no individual member of Provider, employee, or personnel under Agreement, nor any immediate family member of any of the same is also a member of any board, commission, or agency of the City. Provider hereby represents and warrants to the City that throughout the term of Agreement, Provider and its personnel will abide by this prohibition of the City Code.

26. **NO THIRD-PARTY BENEFICIARY:** No persons other than the Provider and the City (and their successors and assigns) shall have any rights whatsoever under Agreement.

27. **SURVIVAL:** All obligations (including but not limited to indemnity and obligations to defend and hold harmless) and rights of any party arising during or attributable to the period prior to expiration or earlier termination of Agreement shall survive such expiration or earlier termination.

28. **TRUTH-IN-NEGOTIATION CERTIFICATION, REPRESENTATION AND WARRANTY:**

Provider hereby certifies, represents and warrants to City that on the date of Provider's execution of Agreement and so long as Agreement shall remain in full force and effect, the wage rates and other factual unit costs supporting the compensation to Provider under Agreement are and will continue to be accurate, complete, and current. Provider understands, agrees and acknowledges that the City shall adjust the amount of the compensation and any additions thereto to exclude any significant sums by which the City determines the contract price of compensation hereunder was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year of the end of Agreement, whether naturally expiring or earlier terminated pursuant to the provisions hereof.

29. **COUNTERPARTS:** Agreement may be executed in three or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

30. **ENTIRE AGREEMENT:** This instrument and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in Agreement are of no force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

**PROVIDER**

**CITY OF PENSACOLA**

GULF COAST TENNIS GROUP LLC  
(Provider's Name)

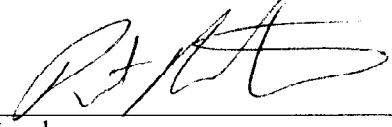
  
Mayor, Ashton J. Hayward, III

By   
Member

  
City Clerk, Ericka L. Burnett

Brock Siskey  
(Printed Member's Name)

Approved As To Substance:

By   
Member

  
Parks & Recreation Director, Brian Cooper

Patrick Bateman  
(Printed Member's Name)

Legal in form and valid as drawn:

  
City Attorney, Lysia Bowling

**EXHIBIT "A"**

**REQUEST FOR PROPOSALS  
OPERATION AND MANAGEMENT OF ROGER SCOTT TENNIS CENTER  
RFP NO. 17-024**

Sealed proposals may be delivered to the **Purchasing Office, 6th floor of City Hall, 222 West Main Street, Pensacola, Florida, 32502**. All proposals, **with original signature** and five (5) additional copies **plus one (1) electronic copy on CD or thumb drive**, must be received by **June 27, 2017 at 2:30 p.m. local time**. Late submittals will not be accepted. Thereafter, at a place to be announced and immediately following the deadline for receipt of the bids, those bids received will be opened and publicly read.

Entities must submit their proposals to operate the Roger Scott Tennis Center. Submittals must be clearly marked **"Proposals for Operation and Management of Roger Scott Tennis Center."** All proposals shall be sealed and marked in the manner prescribed.

Any questions concerning the operation and management of the Roger Scott Tennis Center should be addressed and submitted in writing to:

**George Maiberger, Purchasing Manager  
City Hall, 6<sup>th</sup> Floor  
222 West Main Street  
Pensacola, Florida 32502  
[gmaiberger@cityofpensacola.com](mailto:gmaiberger@cityofpensacola.com)**

Complete specifications, if not attached, may be obtained from to the Purchasing Office, 6th floor of City Hall, 222 W. Main Street, Pensacola, Florida. Contact [rdonahue@cityofpensacola.com](mailto:rdonahue@cityofpensacola.com) or telephone (850) 435-1835. **Any addendum issued will be made available on the City's website at <http://www.cityofpensacola.com/bids>**. Interested bidders are advised to check the site frequently.

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs, and activities. Please call (850) 435-1835 for further information. Requests should be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

The City of Pensacola reserves the right to accept or reject any or all submittals, to award to multiple firms, to waive any submittal informalities and to re-advertise for bids when deemed in the best interest of the City.

ATTEST:  
Ericka L. Burnett  
City Clerk

City of Pensacola  
Ashton J Hayward, III  
Mayor

The City of Pensacola provides equal access in employment and public service.

# **SECURITY NOTICE**

Visitors to City Hall are required to sign in and will receive a badge to access a specified floor. Metal detection devices might also be employed. Anyone delivering a submittal is advised to arrive early to allow for any additional time needed due to security measures.

**Late submittals will not be accepted.**

**CITY OF PENSACOLA**  
**OPERATION AND MANAGEMENT OF ROGER SCOTT TENNIS CENTER**  
Background Information

**PURPOSE:**

The Parks and Recreation Department is seeking proposals for the operation and management of the City's Roger Scott Tennis Center (RSTC), located at 2130 Summit Blvd.

**CITY OF PENSACOLA:**

The City of Pensacola, located in southern Escambia County, Florida, is a major population and business center within Escambia County and the Northwest Florida Region. Current census figures show a population of approximately 378,000 in the Pensacola Metropolitan Statistical Area and approximately 54,000 within the city limits.

**ROGER SCOTT TENNIS CENTER:**

Roger Scott Tennis Center is the area's premier tennis facility with 28 outdoor lighted playing courts. Ten of the courts are clay courts, highly desirable to tennis players. The facility operates on a membership basis, but does allow for drop-in play upon payment of a daily usage fee. Currently, the monthly paid membership averages 275 players. There are an estimated 4,000 monthly players (members and non-members).

The facility has a daily player program along with an instructional program for participants of all ages. In addition, there are weekly tennis leagues, as well as many weekday and weekend tournaments, which take place throughout the year (see Attachment 2). Contractor is expected to assist with the organization and technical expertise of many of these events and will administer two Contractor tournaments and 2-3 city/charity tournaments.

**HOURS OF OPERATION:**

Roger Scott is open seven days a week with the following operational hours:

Monday – Thursday	8:00 am to 9:00 pm
Friday	8:00 am to 7:00 pm
Saturday	8:00 am to 5:00 pm
Sunday	12:00 pm to 5:00 pm

The complex is closed for the following holidays: New Year's Day, Easter, Memorial Day, 4<sup>th</sup> of July, Thanksgiving, Christmas Eve, Christmas Day. The complex is open until noon on New Year's Eve.

The City's Parks and Recreation Department reserves the right to require that the site and its entire amenities be open for special events and programs or closed for a period of time for maintenance.

**AMENITIES:**

The facility features a club house with restrooms, a concession area, a pro shop with tennis equipment and tennis apparel, and a large outdoor covered patio area. Additional restrooms are

located next to the newly constructed clay courts. (see Attachment 1 for an aerial of the complex).

**FACILITY MANAGEMENT:**

The tennis center is currently managed by a tennis center manager and a number of part-time staff. Entry and exit into the facility is only available through the club house.

**FOOD AND BEVERAGE OPERATION:**

It is expected that the concessionaire will offer a beverage operation that may include: a variety of sports drinks, sodas, teas, water. Concessionaire must provide a variety of beer and wine. The concession space is approximately 19' x 19'. Contractor must obtain, within 90 days of the award of contract, all proper licenses/permits to sell beer and wine. These costs are the responsibility of the selected Contractor. Contractor may offer food service at a date in the future with prior permission from the Director of Parks and Recreation and subsequent licensing. All costs associated with food service will be the responsibility of Contractor/Concessionaire. It is expected that beverage service will be available during all hours of operation, unless otherwise approved by the Director of Parks and Recreation. Beverage revenues from the concession area will remain with Contractor. Vending machines are located on site and are part of the citywide Parks and Recreation vending program. All proceeds from the vending machines will remain with the City.

**PRO SHOP OPERATION:**

The pro shop is operated under a separate contract with a private vendor and is not included as part of this RFP.

**SCOPE OF WORK:**

The City has issued this RFP to solicit competitive proposals from qualified professional firms or individuals ("Respondent") with experience providing "Services" (e.g., operations and management services, general day-to-day maintenance services, tennis instruction, program coordination, tournament administration, junior player development) to fully operate and manage the tennis program in accordance with specifications, conditions, and other provisions, of the Contract Document.

**TERM:**

Three (3) years.

**DUTIES AND RESPONSIBILITIES:**

Contractor will formulate, implement, direct, manage and control a complete and full service tennis program for persons of all ages and skill levels within the constraints of available facilities to serve the needs of the City. The duties shall include, but not be limited to scheduling and administering the following activities:

1. Individual and group tennis lessons and instruction: a proposed schedule, fee schedule, court usage, number of instructors, and certifications required for instructors should all be submitted;
2. Junior tennis program, including but not limited to, lessons, matches, tournaments, league

- play, and clinics, , will be vital to the success of Contractor;
3. Clinics for adults and youth, as well as summer clinics/camps for youth shall be provided for the summer months. Youth development is a vital component of the tennis center operation and will be spelled out further in the contract with the successful candidate;
  4. Tennis instruction for beginners, intermediate, and advanced tennis players;
  5. Coordination of activities and events for users of the RSTC. This shall include, but not be limited to the establishment of leagues, round robins, socials, and tournaments;
  6. A high performance academy tennis training program to provide high-intensity training for professional and/or junior players;
  7. Provide staff for day-to-day operations, including, but not be limited to, answering telephones, assisting with program registrations, interacting with patrons of the tennis facility; membership sales, customer service, tennis fees collection, records maintenance, daily court maintenance, etc.;
  8. Routinely power wash hard courts, walkways, and court drains;
  9. Maintain clay courts in optimum playing condition. The city will provide clay every two years to assist in satisfying this requirement;
  10. Report maintenance issues via a work order system and track progress to completion;
  11. Replace worn lines, nets and all other tennis-related facility equipment as needed in order to maintain optimum condition of equipment. The City will provide capital items or other related equipment at its discretion to improve the service and appearance of the facility. These items may be requested by Contractor, but are not guaranteed;
  12. Report landscape-related issues to park maintenance;
  13. Market RSTC to the general public locally, regionally, and nationally to recruit players and tournaments to the center;
  14. Recruit, train, supervise, certify, and pay instructors;
  15. Provide an instructor program that balances the importance of quality lessons with league play and tournament activity;
  16. Assist Parks and Recreation with managing court-related matters at Armstrong Park, Bayview Park, and Hollice T. Williams Park, including net repair, court repair advice, etc. All costs associated with these courts will be the responsibility of the Parks and Recreation department (see Attachments 3-6);
  17. Submit reports to Parks and Recreation department as required by contract, as needed and on a routine basis;
  18. Work with Parks and Recreation staff to ensure that the facility is maintained to the highest standards possible;
  19. Require and ensure that all employees, clinicians, instructors, etc. receive a level 2 background check prior to working at RSTC. Contractor shall be responsible for all expenses associated with these background checks;
  20. Submit all paperwork for an annual audit.

**OPERATION:**

Respondents are required to include in their proposals their anticipated operations over the entire term. Be sure to include, at minimum, a projected revenue and expenditure budget. This should be performed for all three years.



**EQUIPMENT AND FURNISHINGS:**

Contractor shall provide all equipment and furnishings needed to successfully operate and manage RSTC that are not provided by the City (see Attachment 7). Contractor will be responsible for maintaining all utilized, City-owned equipment and furnishings in operating condition. Contractor will be required to provide his/her own computerized tracking system to ensure that they are able to meet all equipment requirements in this document. All functions shall be performed via this tracking system.

**MAINTENANCE:**

Contractor will be responsible for janitorial services and supplies, and all routine maintenance (sweeping, pressure washing of courts, net repair/replacement, clay upkeep, and equipment along with all other routine internal and external cleaning). Contractor shall prepare an itemized weekly and monthly cleaning schedule that may be monitored by City staff. Some minor equipment will be available at the start, however, this equipment has a short shelf life and it will be the responsibility of Contractor to replace it as needed.

The City will retain ownership of the tennis facility and will be responsible for major internal/external repairs to the clubhouse, electrical systems, HVAC, facility, fences, lights, grounds/landscaping, canopies, parking lot, plumbing, irrigation, City-owned furnishings, repairs to courts, etc. Any repairs or maintenance will be coordinated with the City via the work order process. It is expected that Contractor will identify prospective, potential, and existing maintenance issues, submit them to Building Maintenance, and follow the work orders as needed.

Contractor will ensure, by regular upkeep and/or timely repairs, that all equipment needed to provide all proposed services for this operation is available and in good-working order and shall ensure that at no time will service be adversely affected due to inoperable, damaged, substandard, and/or defective equipment.

Contractor must maintain the facility on a daily basis, in a proper manner so as to not allow such area to become dirty, a nuisance, annoyance, inconvenience or become detrimental to the public's health, welfare, and/or safety. The Director of Parks and Recreation reserves the right to direct Contractor in a manner to improve these areas. Contractor accepts the program site in "as is" condition, with any and all defects, if any, latent and patent, upon the date of contract execution. Contractor agrees, at his/her sole cost and expense, to maintain said area in the same or better condition throughout the terms of the contract. Contractor shall make no changes, alterations, or improvements to the electrical service, plumbing systems, mechanical equipment, floors, walls, ceiling, counters, doors, without prior written approval from the City. The City shall make repairs to the electrical service, plumbing system, mechanical equipment, flooring, and painting of walls and ceilings when necessary, as determined by the City. It is requested that Contractor give reasonable advance notice when requesting routine maintenance items to be done by the City. No additional electrical equipment may be added which would increase the total electrical service load at the facilities, without City approval. Contractor shall report daytime emergencies and request routine maintenance through the City.

**PRIVATE LESSONS:**

The Contractor shall offer private tennis lessons for which he/she shall charge rates comparable to those charged for tennis pros at public facilities in the area. A proposed fee structure must be provided in the response. A delicate balance of court time for lessons is required and must be coordinated around the needs for leagues, tournaments, open play, clinics, etc. The Director of Parks and Recreation reserves the right to approve the court usage schedule.

**LICENSING:**

The Contractor will be required to obtain all required licenses to operate this facility.

**FEES:**

Membership, daily rates and court rental fees are proposed by the Mayor and are approved by City Council (see Attachment 8 for current rates). These fees typically increase as needed and are supported by the Director of Parks and Recreation, the Mayor, and City Council. All other fees are set by Contractor based on the local market to include lessons, camps, clinics, Contractor-managed tournament entries, etc. Court rental fees shall be charged to all groups at the established rates, except Junior Team Tennis, Senior Games, the Wheelchair Tennis Tournament, and any other City-sponsored events/activities/camps.

The City will provide the following:

- Repairs/Maintenance, as outlined in this document
- Payment for Utilities/Services
- Communications
- Agricultural Supplies
- Clay
- Pest Control
- Landscape Maintenance

**PROPOSED REVENUES:**

All proposals shall include a projected revenue stream to the City, with a guaranteed minimum of \$125,000 annually, based on a percentage of gross revenues received by the Contractor from fees and charges.

**PROPOSAL:**

Each Proposal shall include the following in this order:

1. Respondent's credentials;
2. Respondent's proposed fee schedule and revenue to the City;
3. Respondent's staffing plan;
4. Respondent's proposed budget (for all three years);
5. Respondent's proposed instructional program;
6. Respondent's proposed daily calendar for a typical week for all 18 courts.

**REVIEW OF PROPOSALS FOR RESPONSIVENESS:**

Each proposal will be reviewed to determine responsiveness to the submission requirements outlined in the solicitation. A responsive proposal is one which follows the requirements of this solicitation, includes all required documentation, is submitted in the format outlined, is timely,

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. The contract will be awarded to the Respondent whose proposal best reflects the City's values and serves the City's best interest.

### **MINIMUM REQUIREMENTS:**

To be eligible to respond to this solicitation, the Respondent must demonstrate sufficient capacity, resources and experience to provide said services and must be licensed under all applicable Florida Statutes. Any Respondent that fails to meet all the following minimum qualification requirements may be declared as "NON-RESPONSIVE" and may not be evaluated/scored.

1. The Respondent shall be licensed to do business in the State of Florida. Submit Sunbiz report with your company registered as active.
2. Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Proposal submission. The Respondent shall submit copies of the following:
  - United State Tennis Association (USTA) membership or**
  - Other Applicable Certifications**
3. Proposer must provide references of clients to which it has provided said Services. If available, such references should be representatives of Florida jurisdictions to which the Proposer is currently providing, or has provided, Services within the last ten (10) years.
4. Three years managing or assisting with the management and operation of a municipal tennis facility or private tennis facility comparable in size and scope.

### **PROPOSAL DOCUMENTS:**

Sealed documents must be identified as "Proposal for Operation and Management of Roger Scott Tennis Center," and must be submitted in the format outlined as part of these instructions and general specifications.

#### Completed Proposal Form

- o All answers should be typed.
- o All requested information must be submitted.
- o All City-issued forms must be submitted and appropriately marked.
- o A complete proposal shall consist of one (1) original and four (4) bound copies of proposals in an 8½" x 11" format. One (1) electronic copy on CD or flash drive must be included in the sealed proposal. Proposals must be received by the Purchasing Office no later than the deadline noted above. Late submittals will not be accepted.
- o Proposal **must** include the signed Proposal Signature Form (Exhibit "A").

### **AGREEMENT INCLUSIONS:**

Instructions, specifications, and statements accompanying the proposal, and the proposal itself, shall be included by reference in the agreement to be entered into for this proposal.

### **EVALUATION PROCESS:**

Written proposals shall be reviewed and ranked by a selection committee appointed by the Mayor. The committee may be comprised of City staff and/or professionals from the field of tennis facility management and operation. The written proposals will be evaluated and ranked

based on the criteria enumerated below. The selection committee may recommend award based solely on the ranking of written proposals. However, at the discretion of the selection committee, two or more Respondents may be asked to provide oral presentations to the committee. Notice of assigned presentation times will be communicated in advance to the Respondent. These exchanges are not in any way be construed as a "negotiation" of terms by either party.

Upon receipt of the selection committee's recommendation, the Mayor may make an award recommendation to the Pensacola City Council or may reject all the proposals.

**SELECTION CRITERIA:**

Criteria will be scored on a scale of zero (0) to one hundred (100) per evaluator with the maximum number of points available for each criterion as noted below. Scoring is based on a point total per evaluator. The highest ranking Respondent will be determined by using a combination of the Respondent's total scores for the criteria. Selection will not be solely based on the highest dollar value. Criteria to be considered include:

-Qualifications and Experience:	1 - 30 points
-Service Management Plan:	1 - 40 points
-Proposed Revenue to the City:	1 - 25 points
-SBE/MBE/WBE/DBE Certification:	1 - 3 points
-Veterans Business Enterprise Preference:	2 points
<b>TOTAL SCORE</b>	<b>Max 100 points</b>

**M/WBE, SBE, VBE**

**Minority/Women Business Enterprise:** The Pensacola City Council has adopted a Minority/Women Business Enterprise Ordinance #04-15. This ordinance encourages participation of minority and woman-owned business in the City procurement process. Minority or Woman-Owned Business Enterprise (M/WBE) is defined as:

- a business located in the Pensacola Regional Area (Escambia, Okaloosa, Santa Rosa, Walton Counties, and Mobile, AL.)
- which is at least 51 percent owned by one or more minority/woman individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership is by one or more minority/woman individuals who are U.S. citizens or legal resident aliens,
- and for which both management and daily business operations are controlled by one or more minority/woman individuals.

**Small Business Enterprise:** The Pensacola City Council has adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Small Business Enterprise (SBE) is defined as:

- an independently owned and operated business concern located in the 325 zip code area,
- which employs 50 or fewer permanent full-time employees,
- and which has a net worth of not more than \$1,000,000. As applicable to sole-proprietorships, the \$1,000,000 net worth shall include both personal and business investments.

**Veteran Business Enterprise:** The Pensacola City Council has adopted a Veteran Business Enterprise Ordinance #09-15 providing a “preference” for veterans businesses that have been:

- certified by the State of Florida, through the Department of Management Services, and;
- which are located in Escambia or Santa Rosa County.

The impact of the ordinance is that bids or quotes received by certified veterans businesses will be given a preference for award, if their bid or quote is within certain percentages of the lowest responsible bid submitted by a non-veteran business. If the lowest and most responsible bid or quote is submitted by a certified veteran business or a certified woman-owned or minority firm, then the preference shall not apply. In addition to bids and quotes, Requests for Proposals (RFPs) or Requests for Qualifications (RFQs), will provide two (2) percentage points in proposal scoring for proposals received by a certified veteran.

If your company meets the criteria of a Minority/Women Business Enterprise, Small Business Enterprise or Veteran Business Enterprise as defined above, please include this information in your response.

**NEGOTIATIONS:**

The City may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Respondent’s best terms from a monetary and technical standpoint. Notwithstanding the foregoing, if the City and said Respondent(s) cannot reach agreement on a contract, the City reserves the right to terminate negotiations and may begin negotiations with the next most responsive Respondent. This process may continue until a contract acceptable to the City has been executed or all proposals are rejected. No Respondent shall have any rights against the City arising from such negotiations or termination thereof. Any Respondent recommended for negotiations may be required to provide to the City:

1. Its most recent certified business financial statements as of a date not earlier than the end of the Respondent’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 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.
2. Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of Services to be rendered herein, in which the Respondent, any of its employees or SubContractors is or has been involved within the last three years.

**THE CITY OF PENSACOLA, FLORIDA  
REQUEST FOR PROPOSALS  
GENERAL CONDITIONS**

To ensure acceptance, all proposers submitting proposals to the City of Pensacola shall be governed by the following conditions, attached specifications, and proposal form(s) unless otherwise specified. Proposals not submitted on the proposal form(s) provided shall be rejected, and proposals not complying with these conditions will be subject to rejection.

1. **Alternate Solutions:** During the drafting of written specifications, a sincere effort is made to describe items or services best suited to the needs of the City. However, the City invites proposals with alternate solutions to the objectives set forth in the specifications, unless a particular specification is expressly identified as mandatory.
2. **Approved Equivalents or Equals:** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative which meets or exceeds the specifications as written. If the proposal is based on an "approved equivalent or equal" item(s) or service(s), supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the proposal. The proposer must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Pensacola reserves the right to determine acceptance of proposed equivalent or equal item(s) or service(s).
3. **Award Determination to be Based on Best Interest of City:** There is no obligation on the part of the City to award a contract to any proposer. The City reserves the right to award a contract to or negotiate a contract with a responsible proposer submitting the most responsive or best alternative proposal for a resulting contract which is most advantageous to and in the best interest of the City. The City shall be the sole judge of the proposal and the resulting contract, and its decision shall be final.
4. **Bond:** None.
5. **Delivery:** Proposal quotations shall include all freight costs to Pensacola, Florida to a point(s) specified herein or specified at the time the purchase order is placed. No title to the item(s) or service(s) ordered nor any risk of loss shall be passed to the City of Pensacola until after receipt of delivery has been acknowledged by an authorized representative of the City of Pensacola.
6. **Discounts:** Terms offering a discount for prompt payment will be considered in determining the most responsive and best proposal. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the item(s) or service(s) judged acceptable to the City of Pensacola or (2) a correct invoice and other required documents have been received, whichever is later. Discounts offered for a period of less than thirty (30) days will not be considered in determining low proposal.
7. **Exceptions to Specifications:** In order that equal consideration be given in evaluating proposals, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor or City Council is the final authority in determining the acceptability of any exceptions to specifications.
8. **Governing Law:** The laws of the State of Florida shall be the laws applied in the resolution of any action, claim or other proceeding arising out of this contract.
9. **Intent of Specifications:** It is the intent of the specifications attached hereto to set forth and describe a certain item(s) or service(s) to be purchased by the City of Pensacola including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the item(s) or service(s).
10. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office, or as instructed on the Request for Proposal Page, at least ten (10) days prior to the proposal submittal deadline. Inquiries must refer to the proposed item(s) or service(s) and the date of the proposal

submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.

11. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all proposals received in response to these specifications, and shall govern any and all claims between person(s) submitting a proposal response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the proposer concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The proposer agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.
12. **Licenses, Registration and Certificates:** Each proposer shall possess at the time of submitting its proposal all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty Contractor) in the City of Pensacola. Proposer must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations.
13. **Mistakes:** Proposers are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the item(s) or service(s) involved. Failure to do so will be at the proposer's risk. Unit prices bid will govern in award.
14. **Payment of Invoices:** The City of Pensacola issues checks for payment of invoices on the 10th of each month. The signed receiving copy of the purchase order and a correct invoice must have been received by the Accounts Payable Activity prior to the 4th of the month. Item(s) or service(s) received on or after the 4th will be processed in the following month. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statute §218.70. All purchases are subject to availability of funds in the City's budget.
15. **Permits and Taxes:** The bidder shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Bidders who use public roads of the City of Pensacola, Florida for transport of goods of any kind which said goods were transported from a point without the City of Pensacola, Florida to a point within the City of Pensacola shall obtain a "Use of Streets" permit for a fee not in excess of the license paid for by local licensees engaged in the same business.
16. **Prevailing Party Attorney's Fees:** The prevailing party in any action, claim or proceeding arising out of this contract shall be entitled to attorney's fees and costs from the losing party.
17. **Prohibited Conduct by Bidders:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, any party interested in submitting a bid, proposal, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with any member of Pensacola City Council, the Mayor, or any member of a selection/evaluation committee for RFPs/RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.
18. **Proposal Withdrawals:** No proposal may be withdrawn after closing time for receipt of proposals for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by City Council or Mayor.
19. **Protests:** Protests of the plans, specifications, and other requirements of requests for proposals must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled proposal submittal deadline. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of bid or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of award. A detailed explanation of the protest must be included.

20. **Public Entity Crimes:** By submitting a proposal each proposer is confirming that the company has not been placed on the convicted vendors list as described in Florida Statute §287.133 (2) (a).
21. **Public Records:** Any material submitted in response to this Request for Proposal will become a public document pursuant to Florida Statute §119.07. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening the proposal pursuant to Florida Statute §119.07.
22. **Public Records Law:** The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.
23. **Rejection of Proposals:** The City of Pensacola reserves the right to accept or reject any or all proposals, to award proposals on a split-order basis by item or service number, to waive any irregularities, technicalities, or informalities, and to re-advertise for proposals when deemed in the best interest of the City of Pensacola.
24. **Sealed Proposals:** The specifications and all executed proposal forms must be submitted in a sealed envelope. All proposals must be signed by an authorized representative of the proposer. In the event more than one proposal submittal deadline is scheduled for the same date and time, do not include proposals concerning different sets of specifications within the same envelope. **The face of the sealed envelope shall be plainly marked identifying the bidder, the item(s) or service(s) bid and the bid number.** It shall be the sole responsibility of the proposer to assure receipt of proposal at the Purchasing Office prior to the published time for the proposal submittal deadline. No proposal will be accepted after closing time for receipt of proposals; **nor will any offers by telephone, fax, internet or email be accepted.**
25. **Tax:** The City of Pensacola is exempt from all State and local sales tax.
26. **Termination for Convenience:** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected via delivery to the Contractor at least thirty (30) business days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.
27. **Unauthorized Aliens:** The City of Pensacola shall consider the employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.
28. **Venue:** Venue for any claim, action or proceeding arising out of this contract shall be Escambia County, Florida.

**ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**



OPERATION AND MAINTENANCE OF ROGER SCOTT TENNIS CENTER  
INSURANCE AND INDEMNIFICATION

The successful Respondent will be required to comply with the following insurance and indemnification provisions:

During the term of the Agreement, the Contractor, at its sole expense, shall procure and maintain insurance of the types and to the limits specified. The term City as used in this section is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents. Insurance shall be issued by an insurer whose business reputation; financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

WORKER'S COMPENSATION

The Contractor shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations required by law. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least **\$100,000** each person - accident, **\$100,000** each person - disease, **\$500,000** aggregate - disease.

COMMERCIAL GENERAL, AUTOMOBILE, LIQUOR LIABILITY AND UMBRELLA LIABILITY COVERAGES

The Contractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Automobile Policies filed by the Insurance Services Office. The City shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. If the required limits of liability afforded should become impaired by reason of any claim, then the Contractor agrees to have such limits restored.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability, and independent Contractors. This policy must be endorsed to include coverage for Abuse/Molestation. If the Contractor will be sponsoring any contest or exhibitions, this policy must be endorsed for Participant Liability. The coverage shall be written on occurrence-type basis. Minimum limits of \$1,000,000 per occurrence and in the aggregate must be provided. Fire Legal Liability must be provided with minimum limits of \$100,000 per occurrence

Automobile Liability. Business Automobile Policy must be provided, if applicable, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles. Minimum combined single limit of \$300,000 CSL must be provided. Evidence of personal automobile coverage may be provided for each staff member in lieu of a business automobile policy.

Liquor Liability Insurance must be provided, including coverage for bodily injury and property damage arising out of the furnishing of alcoholic beverages. Minimum limits for this coverage are \$1,000,000 each common cause and in the aggregate. The City of Pensacola must be listed as an additional insured.

When alcoholic beverages are to be furnished, sold or consumed at the Premises, the Contractor shall not furnish, or sell to or permit its employees, servants, subContractors, or agents to furnish or sell alcoholic beverages to, or to allow such alcoholic beverages to be consumed by any person who is not of lawful drinking age and shall take reasonable actions necessary to avoid serving any person habitually addicted to the use of any or all alcoholic beverages, or any person who is, or who would reasonably be expected to be intoxicated.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

Property Insurance. The City will maintain property insurance (which may be self-insured at the sole discretion of the City) on the structural components of the Tennis Center. The Contractor is responsible for the repair, replacement and insurance of all Contractor-owned personal property, equipment and furnishings.

#### CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this Contract shall be listed. If required by the City, the Contractor shall furnish copies of the Contractor's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. The Contractor shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Contractor shall, upon instructions of the City, cease all operations under the Contract until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Risk Management, Post Office Box 12910, Pensacola, FL 32521.

Any changes to the scope of this Agreement may require the Contractor to provide additional insurance coverages(s) and/or increases in insurance limits.

#### INSURANCE OF THE CONTRACTOR PRIMARY

The Contractor required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Contractor's coverage. The Contractor's policies of coverage will be considered primary as relates to all provisions of the Contract.

LOSS CONTROL AND SAFETY

The Contractor shall retain control over its employees, agents, servants and subContractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Contractor shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

The Contractor shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

The Contractor agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

## **52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters**

1. The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:
  - A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
  - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
  - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

- A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment**

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subContractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subContractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
  - A. The name of the subContractor.
  - B. The Contractor's knowledge of the reasons for the subContractor being in the Excluded Parties List System.
  - C. The compelling reason(s) for doing business with the subContractor notwithstanding its inclusion in the Excluded Parties List System.

The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subContractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

## VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities for service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise (“VBE”) Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

**In order for a Respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services (“DMS”) as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.** For purposes of the City’s VBE Program, the Respondent’s principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below: If not, mark the boxes “N/A.”

Respondent’s Name:	Respondent’s Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

**MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION FORM**

The City has implemented a Minority/Women Business Enterprise (MWBE) program to assist certified minority- and woman-owned businesses with identifying and participating in City of Pensacola procurement and construction opportunities as set in the Code of the City of Pensacola, Ordinance No. 04-15.

**In order for a Respondent to receive credit for being a MWBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia, Santa Rosa, Okaloosa, Walton County in Florida or Mobile, Alabama, and have received a certification letter issued from the City of Pensacola.**

There shall be no third party beneficiaries of the Minority and Women Business Enterprise provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Minority and Women Business Enterprise Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

Respondent's Name:	Respondent's Principle Place of Business

If your firm is partnering with or subcontracting with a certified M/WBE, please provide the information requested below.

NAME OF M/WBE FIRM	PARTNER OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

**CITY OF PENSACOLA**  
**SMALL BUSINESS ENTERPRISE STATEMENT**  
*(RFP OR RFQ)*

The Pensacola City Council adopted Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Participation goals will be provided on a project by project basis, based on the availability of certified small businesses.

**A Small Business is defined as an independently owned and operated business employing 50 or fewer permanent full-time employees and having a net worth of no more than \$1 million. The business must be located in Escambia or Santa Rosa County.**

If your firm meets the criteria above, please provide the requested information below.

**VENDOR QUESTIONNAIRE**

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

Owner(s)'s Name(s) \_\_\_\_\_

**OR**

If your firm is partnering with or subcontracting with a certified SBE, please provide the information requested below.

<u>NAME OF SBE FIRM</u>	<u>PARTNER OR SUBCONTRACTOR</u>	<u>% OF CONTRACT PERFORMANCE</u>
-----------------------------	-------------------------------------	--------------------------------------

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**



**DRUG-FREE WORK PLACE CERTIFICATE**

**IDENTICAL TIE BIDS** - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Work Place Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Work Place Program. In order to have a Drug-Free Work Place Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place 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 work place through implementation of this section.

**AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

EVALUATION SHEET  
**OPERATION AND MANAGEMENT OF ROGER SCOTT TENNIS CENTER**  
 RFP NO. 17-024  
 WRITTEN SUBMITTAL

Name of Firm(s): \_\_\_\_\_  
 \_\_\_\_\_

Reviewer: \_\_\_\_\_

	<u>Possible Points</u>	<u>Awarded Points</u>
1. Qualifications and Experience:	30	_____
2. Service Management Plan:	40	_____
3. Proposed Financial Return to the City:	25	_____
4. Certified as or partnered with Small (SBE), Minority (MBE), Woman-owned (WBE), and/or Disadvantaged (DBE) business enterprise	3	_____
5. Certified as Veteran Business Enterprise (VBE)	2	_____
TOTAL POINTS		_____

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

EXHIBIT "A"

SIGNATURE SHEET

PROPOSAL NO. 17-024

OPERATION AND MANAGEMENT OF ROGER SCOTT TENNIS CENTER

Legal Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (type/print): \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date: \_\_\_\_\_

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

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

(This form does not count against page total)

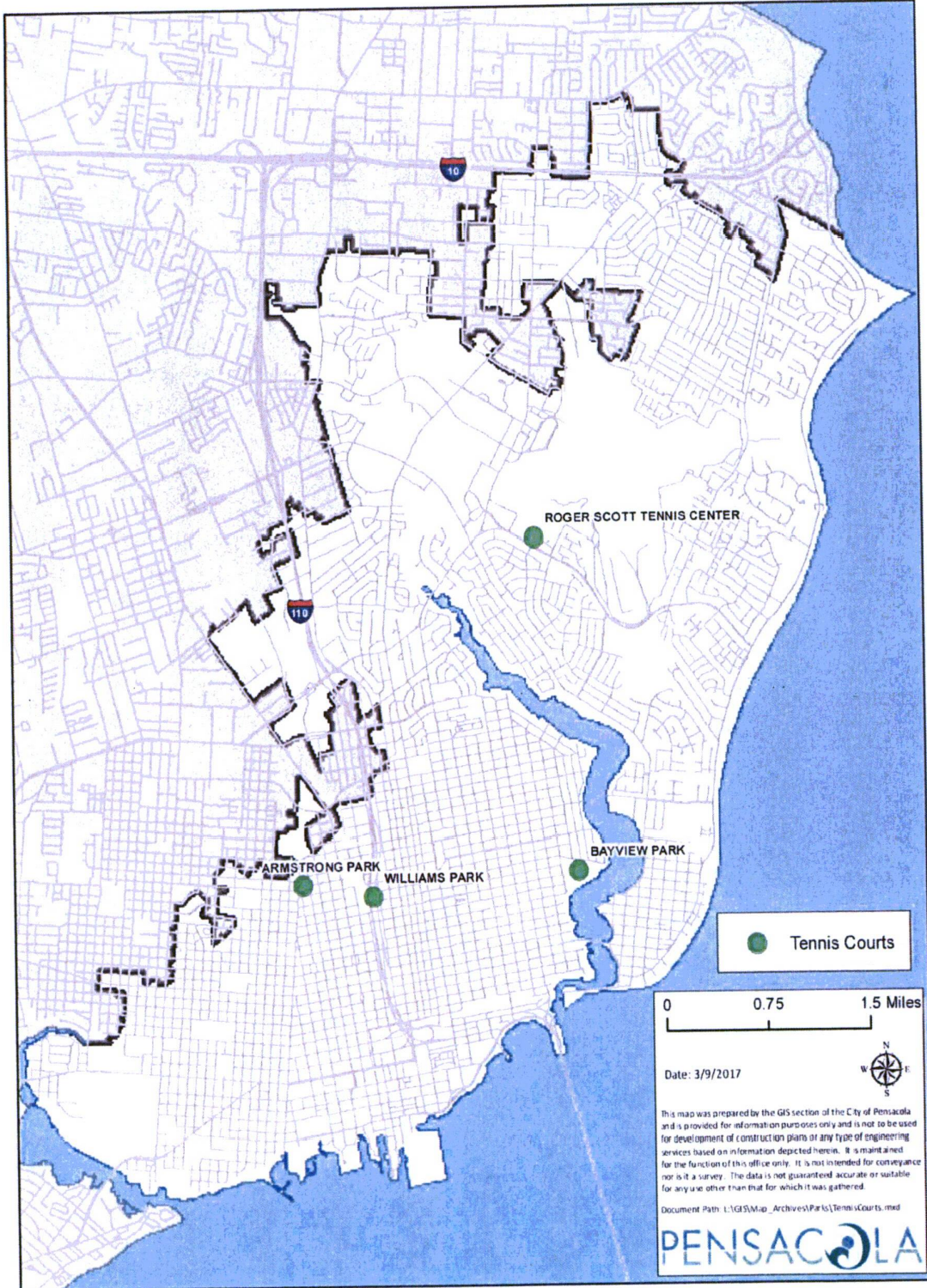
Attachment 1  
Roger Scott Tennis Center



**Attachment 2  
Roger Scott Tennis Center  
Tournament Schedule**

Feb 23	Pensacola Adult Clay Court Championship, USTA	Contractor
Feb 24+	L8 Junior Tournament (6 through the year)	USTA Florida
Mar 9-13	JUCO Event (Junior College)	Pensacola Sports
Mar 18	St. Pattys Day tournament	Mr. Sakey, tennis pro
Mar ??	Pensacola Wheelchair Tennis Tournament	Mr. Mayo/City of Pensacola
Apr 20-22	Pink Ribbon Tennis Tournament	Charity, Pink Ribbon
May 5	Cinco de Mayo Mixer	Mr. Edwards, tennis pro
May 26+	Kids Night Out! (Actually 5 through the year)	Mr. Koivu, tennis pro
May 30-Jun 1	Racquet Roundup	Pensacola Sports
June 17-18	Summer Slam	Mr. Sakey, tennis pro
Jun 24-25	RP Sloan Claypit, Junior, USTA	Contractor
Sept 15-16	XTREME Team Tennis Tournament	Charity, Sacred Heart Hospital
Sept ??	City Senior games	City of Pensacola
Sep 30	Larry Caton Memorial Tournament	Charity, Tennis 4 Everyone
Oct 13-14	BudLight Charity Tournament	Pensacola Sports
Oct 27	Halloween Mixer	Mr. Einhart, tennis pro
Nov 4	Tennis Marathon	Mr. McClelland, tennis pro, for charity, Manna Food Bank
Nov ??	Pensacola Futures Championship, USTA	Pensacola Sports/City of Pensacola
Nov ??	Pensacola City Clay Court Championships	Mr. Sakey, Tennis pro

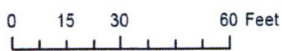
Attachment 3  
Additional City Tennis Facilities in Relation to Roger Scott Tennis Facility



Attachment 4  
Armstrong Park



PENSACOLA



Tennis Courts  
Armstrong  
Park



Date: 3/28/2017

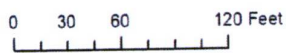
This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

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Attachment 5  
Bayview Park



PENSACOLA



Tennis Courts  
Bayview  
Park



Date: 3/28/2017

This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

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**Attachment 6  
Hollice T. Williams Park**



**PENSACOLA**  
0 30 60 120 Feet

**Tennis Courts  
Hollice T Williams  
Park**



**Date: 3/28/2017**

This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

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**Attachment 7**  
**Roger Scott Tennis Center**  
**Furnishings Provided by the City**

8 bar chairs  
2 maintenance carts  
36 court benches  
177 outside chairs  
8 umpire chairs  
8, 6' tables  
16 outside tables  
2 hand held blowers  
4 inside chairs  
1 small table  
2 televisions  
3 computers  
19 water court coolers w/stands  
2 ice machines  
44 court score keepers  
5 16' bleachers  
2 ten row bleachers  
4 Electric water fountains  
1 set marquis letters  
1 golf cart  
4 ladders  
Clay court maintenance room: full of tools  
1 lawn mower  
1 bbq grill  
6 clay court foot baths  
8 lockers ladies' room  
2 two-drawer filing cabinets  
1 five-drawer filing cabinet  
1 full sized refrigerator  
1 small sized refrigerator

**Attachment 8  
City Council Approved Fee Schedule**

Roger Scott Tennis Center

Annual Memberships

<u>Individual</u>	<u>Total</u>	<u>Family, Two People</u>	<u>Total</u>
City Resident Hard Court	\$ 327.18	City Resident Hard Court	\$ 409.58
Non-City Resident Hard Court	490.78	Non-City Resident Hard Court	613.76
All Court	779.82	All Court	974.16
<u>Sr. Citizen (65 &amp; Over)</u>		<u>Sr. Citizen (65 &amp; Over)</u>	
City Resident Hard Court	225.50	City Resident Hard Court	283.00
Non-City Resident Hard Court	337.13	City Non-Resident Hard Court	421.69
All Court	535.57	All Court	669.74
<u>Student (Under 18)</u>		<u>Family, Unlimited</u>	
City Resident Hard Court	186.04	(Spouse & Children Under 18)	
Non-City Resident Hard Court	279.06	City Resident Hard Court	490.76
All Court	442.80	Non-City Resident Hard Court	750.30
		All Court	1,071.32

Daily Rates (Includes Sales Tax)

<u>HARD COURTS</u>		<u>CLAY COURTS</u>	
<u>Weekdays Only</u>		<u>Weekdays Only</u>	
Adults	8.00	Adults	12.00
Children	6.00	Children	8.00

Court Rental Fees (includes sales tax)

Per Court 10.00

NOTE: Hard Court Members may pay a daily premium of \$5.00 to play on a clay court.

## EXHIBIT "B"

### SCOPE OF SERVICES

Provider shall develop and implement a comprehensive operation and management plan to perform, deliver and carry out, in a professional manner, the types of projects and services that meet the programmatic requirements of Tennis Facilities in accordance with the terms of Agreement, which shall at a minimum, include the following:

#### A. OPERATION AND MANAGEMENT

1. Individual and group tennis lessons and instruction: a proposed schedule, fee schedule, court usage, number of instructors, and certifications required for instructors should all be submitted;
2. Junior tennis program, including but not limited to, lessons, matches, tournaments, league play, and clinics, will be vital to the success of Provider;
3. Clinics for adults and youth, as well as summer clinics/camps for youth shall be provided for the summer months;
4. Tennis instruction for beginners, intermediate, and advanced tennis players;
5. Coordination of activities and events for users of Tennis Facilities. This shall include, but not be limited to the establishment of leagues, round robins, socials, and tournaments;
6. A high performance academy/tennis training program to provide high-intensity training for professional and/or junior players;
7. Provide staff for day-to-day operations, including, but not be limited to, answering telephones, assisting with program registrations, interacting with patrons of Tennis Facility; membership sales, customer service, tennis fees collection, records maintenance, daily court maintenance, etc.;
8. Market Tennis Facilities to the general public locally, regionally, and nationally to recruit players and tournaments to the center;
9. Recruit, train, supervise, certify, and pay instructors;
10. Provide an instructor program that balances the importance of quality lessons with league play and tournament activity;
11. Require and ensure that all employees, clinicians, instructors, etc. receive all background checks prior to working at Tennis Facilities as required under Agreement. Provider shall be responsible for all expenses associated with these background checks;

12. Offer private tennis lessons for which Provider shall charge rates comparable to those charged for tennis pros at public facilities in the area. Provider shall adhere to the proposed fee structure in Provider's Proposal. Provider shall maintain a delicate balance of court time for lessons is required and must be coordinated around the needs for leagues, tournaments, open play, clinics, etc. The Director of Parks and Recreation reserves the right to approve the court usage schedule;
13. Adhere to membership, daily rates and court rental fees under Exhibit A, Attachment 8;
14. Adhere to fees schedule for lessons, camps, clinics, Provider-managed tournament entries, etc. and court rental fees shall be charged to all groups at the established rates under Exhibit A, Attachment 8;
15. Adhere to fee schedule Junior Team Tennis, Senior Games, the Wheelchair Tennis Tournament, and any other City-sponsored events/activities/camps under Exhibit A, Attachment 2;
16. Any of the aforementioned requirements under this section shall be subject to any changes at the discretion of, and only upon approval by Parks & Recreation Director.

#### B. MAINTENANCE

1. Provide for janitorial services and supplies, and all routine maintenance (sweeping, pressure washing of courts, net repair/replacement, clay upkeep, and equipment along with all other routine internal and external cleaning);
2. Prepare an itemized weekly and monthly cleaning schedule that may be monitored by City staff. Some minor equipment will be available at the start, however, this equipment has a short shelf life and it will be the responsibility of Contractor to replace it as needed;
3. City will retain ownership of Tennis Facility and will be responsible for major internal/external repairs to the clubhouse, electrical systems, HVAC, facility, fences, lights, grounds/landscaping, canopies, parking lot, plumbing, irrigation, City-owned personal property, repairs to courts, etc.;
4. Coordinate any and all repairs or maintenance will be coordinated with City via the work order process;
5. Identify prospective, potential, and existing maintenance issues, submit them to Building Maintenance, and follow the work orders as needed;
6. Ensure, by regular upkeep and/or timely repairs, that all equipment needed to provide all proposed services under Agreement is available and in good-working order and shall ensure that at no time will service be adversely affected due to inoperable, damaged, substandard, and/or defective equipment;
7. Maintain the Tennis Facility on a daily basis, in a proper manner so as to not allow such area to become dirty, a nuisance, annoyance, inconvenience or become detrimental to the public's health, welfare, and/or safety. The Director of Parks and Recreation reserves the right to direct Contractor

in a manner to improve these areas;

8. Accept Tennis Facilities in an “as is” condition, with any and all defects, if any, latent and patent upon Effective Date, as provided under Agreement, upon Effective Date;
9. Maintain Tennis Facility in the same or better condition throughout the term of Agreement;
10. Make no changes, alterations, or improvements to the electrical service, plumbing systems, mechanical equipment, floors, walls, ceiling, counters, doors, without prior written approval from City;
11. City shall make repairs to the electrical service, plumbing system, mechanical equipment, flooring, and painting of walls and ceilings when necessary, as determined by the City;
12. Provide reasonable advance notice when requesting routine maintenance items to be done by City;
13. Refrain from adding additional electrical equipment may be added which would increase the total electrical service load at the facilities, without City approval;
14. Report daytime emergencies and request routine maintenance through City;
15. Routinely power wash hard courts, walkways, and court drains;
16. Maintain clay courts in optimum playing condition. The city will provide clay every two years to assist in satisfying this requirement;
17. Report maintenance issues via a work order system and track progress to completion;
18. Replace worn lines, nets and all other tennis-related Tennis Facility equipment as needed in order to maintain optimum condition of equipment. City will provide capital items or other related equipment at its discretion to improve the service and appearance of Tennis Facility. These items may be requested by Provider, but are not guaranteed;
19. Report landscape-related issues to park maintenance;
20. Assist Parks and Recreation with managing court-related matters at Armstrong Park, Bayview Park, and Hollice T. Williams Park, including net repair, court repair advice, etc. All costs associated with these courts will be the responsibility of the Parks and Recreation department (see Exhibit No. A, Attachments 4-6);
21. Submit reports to Parks and Recreation department as required under Agreement, as needed and on a routine basis;
22. Work with Parks and Recreation staff to ensure that Tennis Facility is maintained to the highest standards possible;

23. Any of the aforementioned requirements under this section shall be subject to any changes at the discretion of, and only upon approval by Parks & Recreation Director.

## EXHIBIT "C"

### OPERATION AND MAINTENANCE OF ROGER SCOTT TENNIS CENTER

#### SPECIAL INSURANCE AND INDEMNIFICATION RIDER

During the term of the Agreement, the Provider, at its sole expense, shall procure and maintain insurance of the types and to the limits specified. The term City as used in this section is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents. Insurance shall be issued by an insurer whose business reputation; financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

#### WORKER'S COMPENSATION

The Contractor shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations required by law. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least **\$100,000** each person - accident, **\$100,000** each person - disease, **\$500,000** aggregate - disease.

#### COMMERCIAL GENERAL, AUTOMOBILE, LIQUOR LIABILITY AND UMBRELLA LIABILITY COVERAGES

The Contractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Automobile Policies filed by the Insurance Services Office. The City shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. If the required limits of liability afforded should become impaired by reason of any claim, then the Contractor agrees to have such limits restored.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability, and independent contractors. This policy must be endorsed to include coverage for Abuse/Molestation. If the Contractor will be sponsoring any contest or exhibitions, this policy must be endorsed for Participant Liability. The coverage shall be written on occurrence-type basis. Minimum limits of \$1,000,000 per occurrence and in the aggregate must be provided. Fire Legal Liability must be provided with minimum limits of \$100,000 per occurrence

Automobile Liability. Business Automobile Policy must be provided, if applicable, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles. Minimum combined single limit of \$300,000 CSL must be provided. Evidence of personal automobile coverage may be provided for each staff member in lieu of a business automobile policy.



Liquor Liability Insurance must be provided, including coverage for bodily injury and property damage arising out of the furnishing of alcoholic beverages. Minimum limits for this coverage are \$1,000,000 each common cause and in the aggregate. The City of Pensacola must be listed as an additional insured.

When alcoholic beverages are to be furnished, sold or consumed at the Premises, the Contractor shall not furnish, or sell to or permit its employees, servants, subcontractors, or agents to furnish or sell alcoholic beverages to, or to allow such alcoholic beverages to be consumed by any person who is not of lawful drinking age and shall take reasonable actions necessary to avoid serving any person habitually addicted to the use of any or all alcoholic beverages, or any person who is, or who would reasonably be expected to be intoxicated.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

Property Insurance. The City will maintain property insurance (which may be self-insured at the sole discretion of the City) on the structural components of the Tennis Center. The Contractor is responsible for the repair, replacement and insurance of all Contractor-owned personal property, equipment and furnishings.

#### CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this Contract shall be listed. If required by the City, the Contractor shall furnish copies of the Contractor's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. The Contractor shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Contractor shall, upon instructions of the City, cease all operations under the Contract until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Risk Management, Post Office Box 12910, Pensacola, FL 32521.

Any changes to the scope of this Agreement may require the Contractor to provide additional insurance coverages(s) and/or increases in insurance limits.

#### INSURANCE OF THE CONTRACTOR PRIMARY

The Contractor required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Contractor's coverage. The Contractor's policies of coverage will be considered primary as relates to all provisions of the Contract.

### LOSS CONTROL AND SAFETY

The Contractor shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Contractor shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

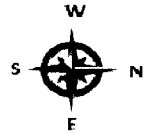
### HOLD HARMLESS

The Contractor shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

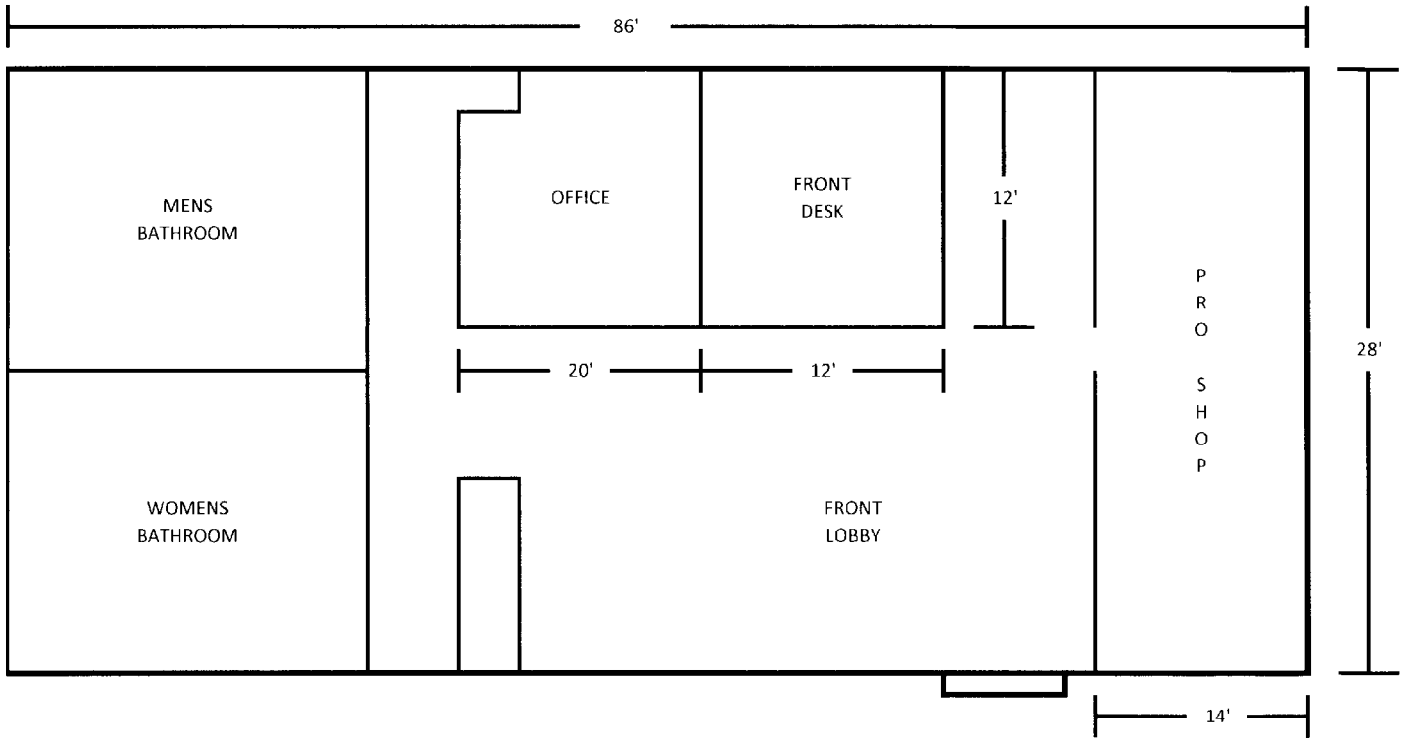
### PAY ON BEHALF OF THE CITY

The Contractor agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

# EXHIBIT D



BACK



FRONT