MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF PENSACOLA, FLORIDA AND GULF COAST TENNIS GROUP LLC

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is hereby made and entered into as of the 2 day of 12018, by and between the CITY OF PENSACOLA, FLORIDA, ("City"), a Florida municipality with a principal location at Pensacola City Hall, 222 W. Main Street, Pensacola, Florida, 32502, and GULF COAST TENNIS GROUP LLC ("Contractor"), a limited liability company authorized to do business in the State of Florida, located at 1249 East Fisher Street, Pensacola, Florida 32503.

RECITALS

WHEREAS, the City of Pensacola owns and maintains the Roger Scott Tennis Center ("Roger Scott" or "RSTC") located at 2130 Summit Blvd., a premier tennis facility with 28 outdoor lighted playing courts, a club house, a concession area, a pro shop, and a covered patio area; and

WHEREAS, the City of Pensacola has determined that it is in the City's best interests and that of its citizens, to enter into a formal contract with the Contractor for the operation and management of the facility for the benefit of the public; and

WHEREAS, the City of Pensacola published Request for Proposals No. 17-024 on May 10, 2017, and subsequent modifying addenda, all as attached hereto and identified as Exhibit A, and incorporated herein by reference; and

WHEREAS, the Contractor provided a timely response to RFP No. 17-024, by submitting a formal Proposal dated July 10, 2017, attached hereto and identified as Exhibit B, and incorporated herein by reference; and

WHEREAS, the City has selected the Contractor to manage and operate the Roger Scott Tennis Center in accordance with the criteria set forth in Exhibit A and the proposed services described in Exhibit B (collectively identified as the "Contracting Documents"), and

WHEREAS, the City and the Contractor agree that the rendering of management and operational services shall commence at 8 a.m. on January 2, 2018, pursuant to the terms and conditions reflected in the City's acceptance of the Contractor's Proposal submitted in response to the RFP, and in further accordance with the provisions of additional, subsequent negotiations and agreements entered into between the parties, as summarized herein; and

WHEREAS, the parties have not been able to conclude the drafting of a formal contract containing all of the detailed provisions to which they have agreed in negotiations at this point

in time and have elected to enter into this MOU and its attachments to serve as the contract between them on an interim basis until such time as a formal contract has been prepared and fully executed; and

WHEREAS, the parties desire to enter into this Memorandum of Understanding;

NOW, THEREFORE, in consideration of the work to be performed and the mutual covenants contained herein and the mutual benefits accruing to each party hereto, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals.

The recitals contained above are declared by the parties to be true and correct and are incorporated by reference into this Memorandum of Understanding.

Section 2. Term.

The provisions of this MOU and its incorporated attachments and exhibits shall take effect upon execution, and shall terminate at such time as a formal contract between the parties is fully executed or at 5:00 p.m. CST on February 28, 2018, whichever first occurs.

Section 3. Superseding Agreement.

Upon the termination of this MOU pursuant to Section 2, above, this MOU shall have no continuing effect. A formal contract fully executed by the parties subsequent to the date of execution of this MOU shall fully and completely supersede all provisions of this MOU and shall govern the contractual relationship between the parties to it.

Section 4. Termination for Convenience.

Notwithstanding any provision of this MOU to the contrary, the City shall have the right to terminate this MOU for convenience at any time by providing the Contractor with written notice of termination delivered by U.S. Mail, certified, return receipt requested, to the Contractor's address stated herein. Immediately upon receipt of a notice of termination, the Contractor shall vacate the Roger Scott facilities promptly and immediately return all property of the City of Pensacola to the City.

Section 5. Contractor Performance.

The Contractor shall perform all work and render services described in, and in accordance with, the Contracting Documents. While performing under this MOU, the Contractor shall comply with all applicable federal and state statutes, ordinances and rules and regulations applicable to performance of such services, and shall indemnify and hold the City harmless from all damage or

loss occasioned by, and defend and indemnify the City, it's officers, agents and employees, against any claims arising from, the Contractor's performance of services.

Section 6. Compensation.

The Contractor shall be entitled to such compensation as is set forth in the Contracting Documents, and shall further be entitled to a credit of a prorated amount of prepaid membership fees previously received by the City, to be credited against compensation which the Contractor is obligated to pay to the City for the month of January 2018. The Contractor shall be obligated to pay the City annually the amount of One Hundred Twenty Five Thousand Dollars (\$125,000), with payments to be made monthly on a pro rata basis on the first of each month. The parties acknowledge that any taxes which may be required to be paid as a result of the Contractor's payments to the City shall be paid by the Contractor, and in the event that the payment of taxes by the Contractor is required by law, the parties may consider a recalculation of the amount of the Contractor's annual payment to the City and may include such recalculation in a subsequent formal executed contract which will supersede this MOU.

Section 7. Equipment.

The City agrees to allow the Contractor to use City owned equipment for the purposes of managing the RSTC. By execution of this MOU, the Contractor agrees the equipment has been inspected prior to beginning operation and all equipment accepted is considered in good condition. The Contractor agrees to maintain all City owned equipment in good working order. The Contractor shall replace or repair at Contractor's sole expense any and all equipment broken or damaged during the term of this MOU.

Section 8. Hours of Operation.

The Contractor shall comply with the existing facility hours and openings as established by the City for the RSTC and further agrees that any modifications to such hours and openings are at the sole discretion of the City.

Section 9. Non-Compete by Contractor.

Contractor shall provide professional tennis instruction to persons who desire to take lessons at RSTC. Contractor will be the exclusive source for said lessons. Contractor agrees that the Contractor or Contractor's principals, partners or affiliates will not offer such instruction at any other location within the Escambia or Santa Rosa county areas during the term of this MOU without the express written consent of the City Director of Parks and Recreation.

Section 10. Approval of Schedules.

The Contractor shall publish a schedule of times and dates for lessons, which must be approved by the City Director of Parks and Recreation in advance.

Section 11. Approval of Fees.

Contractor shall provide a statement of fees Contractor will charge for lessons, and all such fees shall be subject to final approval by the City Director of Parks and Recreation.

Section 12. Safety and Background Checks by Contractor.

All personnel provided by the Contractor must wear clothing and identification which identifies such personnel as the Contractor's staff to the public. The Contractor shall procure such background checks and screening as may be required by the City for all personnel performing services pursuant to this MOU, and the City reserves the right to exclude any individual whose performance or background is deemed unsuitable by the City Director of Parks and Recreation. The Contractor shall provide the City with all information required by the City pertaining to the background, screening and criminal history of its personnel and shall keep the City continually updated on such information.

Section 13. Instructors.

The Contractor shall ensure that all instructors are USPTA certified within 90 days of hire and must attain certifications pursuant to USPTA certification standards.

Section 14. Gift Certificates.

Contractor and its instructors agree to honor all outstanding gift certificates issued to the public, unless such certificate has expired.

Section 15. Maintenance of Records and Audit.

The Contractor shall create and maintain all records including accurate books of account, as may be specified by the City.

Section 16. No Discrimination.

The Contractor shall not discriminate on the basis of race, creed, color, national origin, sex, age or disability, in the performance of this MOU.

Section 17. Disclaimer.

In performing services pursuant to this MOU, the Contractor is acting as an independent contractor to the City and no agency or employment relationship is created by this MOU. The parties further agree that neither the execution nor the performance pursuant to this MOU shall create any rights or responsibilities beyond those specified herein, nor are any third party

beneficiaries created thereby, and that the City of Pensacola is not waiving and has not waived any of its sovereign immunity rights under the laws of the State of Florida.

Section 18. Public Records Act.

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or attended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed and sealed the day and year first above written.

GULF COAST TENNIS GRØUP LLC

By: ///

Mambar's Printed Name

Member

Member's Printed Name

(SEAL)

CITY OF PENSACOLA, FLORIDA

Mayor, Ashton J. Hayward, III

City Clerk, Ericka L. Burnett

Approved as to substance:

City Director of Parks and Recreation

Legal in form and valid as drawn:

City Attorney, Lysia H. Bowling

MEMORANDUM

TO:

ERIC OLSON, CITY ADMINISTRATOR BCV

FROM:

BRIAN COOPER, DIRECTOR OF PARKS AND RECREATION

SUBJECT:

ROGER SCOTT TENNIS CENTER, MOU

DATE:

JANUARY 2, 2018

Please find attached an MOU with Gulf Coast Tennis Group, LLC to operate and manage the Roger Scott Tennis Center. This MOU, effective today, is a temporary agreement allowing them to begin operating and managing the Center. A formal contract will follow in the coming week(s).

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, 6th Floor
222 West Main Street
Pensacola, Florida 32502
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 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, 4th 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 "<u>Proposal for Operation and Management of Roger Scott Tennis Center</u>," 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.
- 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

TOTAL SCORE Max 100 points

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. <u>Alternate Solutions:</u> 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. <u>Delivery:</u> 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. <u>Discounts:</u> 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. <u>Intent of Specifications:</u> 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. <u>Interpretations:</u> 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 <u>placed on the City's website</u>. The City shall not be responsible for any other explanation or interpretation.
- 11. <u>Legal Requirements:</u> 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. <u>Licenses, Registration and Certificates:</u> 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. <u>Mistakes:</u> 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. <u>Permits and Taxes:</u> 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. <u>Prevailing Party Attorney's Fees:</u> 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. <u>Proposal Withdrawals:</u> 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. <u>Protests:</u> 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. <u>Public Entity Crimes:</u> 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. <u>Public Records:</u> 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. <u>Public Records Law:</u> 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. <u>Rejection of Proposals:</u> 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. <u>Sealed Proposals</u>: 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. <u>Tax:</u> 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. <u>Unauthorized Aliens:</u> 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. <u>Venue:</u> 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.

<u>Automobile Liability.</u> 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.

<u>Liquor Liability Insurance</u> 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.

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

<u>Property Insurance</u>. 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	ame	

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:

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 subcontrinformation requested below.	acting with a certified M/WE	BE, please provide the	
NAME OF M/WBE FIRM	PARTNER OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE	
l			
2			
1			
5			
5			

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 requested below.	r subcontracting with a certified SBE, ple	ease provide the information
NAME OF SBE FIRM	PARTNER OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1		
2		

DRUG-FREE WORK PLACE CERTIFICATE

<u>IDENTICAL TIE BIDS</u> - 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	

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

WRITTEN SUBMITTAL

Na	ame of Firm(s):		
Re	eviewer:	<u>,, </u>	
		Possible Points	Awarded Points
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	
Cc	TOTAL POINTS Comments:		
			·
		· · · · · ·	
	TO THE STATE OF TH		

EXHIBIT "A"

SIGNATURE SHEET

PROPOSAL NO. <u>17-024</u>

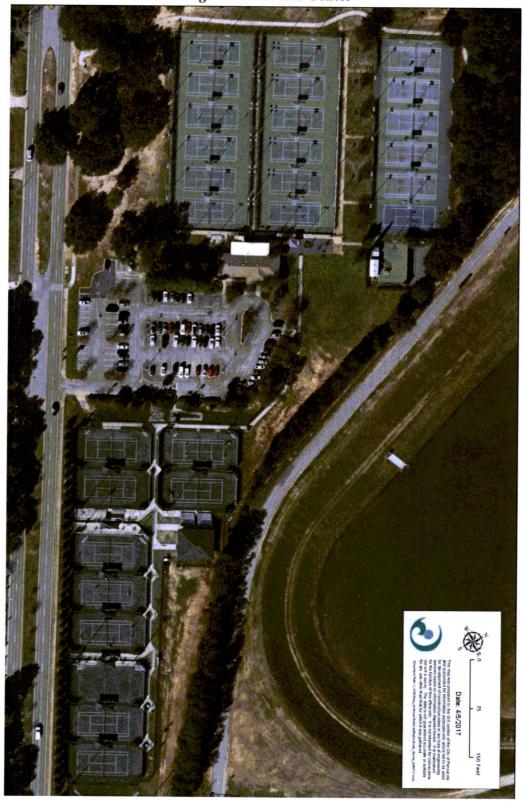
OPERATION AND MANAGEMENT OF ROGER SCOTT TENNIS CENTER

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



Roger Scott Tennis Center Tournament Schedule Attachment 2

USTA Florida Contractor Pensacola Adult Clay Court Championship, USTA L8 Junior Tournament (6 through the year) Feb 24+

JUCO Event (Junior College) Mar 9-13

St. Pattys Day tournament Mar 18

Mr. Mayo/City of Pensacola Mr. Sakey, tennis pro Pensacola Wheelchair Tennis Tournament

ensacola Sports

Charity, Pink Ribbon Pink Ribbon Tennis Tournament Cinco de Mayo Mixer

Mr. Edwards, tennis pro

Mr. Koivu, tennis pro Kids Night Out! (Actually 5 through the year)

Pensacola Sports

Mr. Sakey, tennis pro

Contractor

Charity, Sacred Heart Hospital

XTREME Feam Tennis Toumament

Sept 15-16

Sept ??

Sep 30

Jun 24-25

RP Sloan Claypit, Junior, USTA

Racquet Roundup

May 30-Jun 1 June 17-18

May 26+

May 5

Apr 20-22

Mar ??

Summer Slam

Larry Caton Memorial Tournament

City Senior games

SudLight Charity Tournament

Oct 13-14

Oct 27 Nov 4

Halloween Mixer **Fennis Marathon**

City of Pensacola

Charity, Tennis 4 Everyone Pensacola Sports

Mr. Einhart, tennis pro

Mr. McClelland, tennis pro, for charity, Manna Food Bank

Pensacola Sports/City of Pensacola

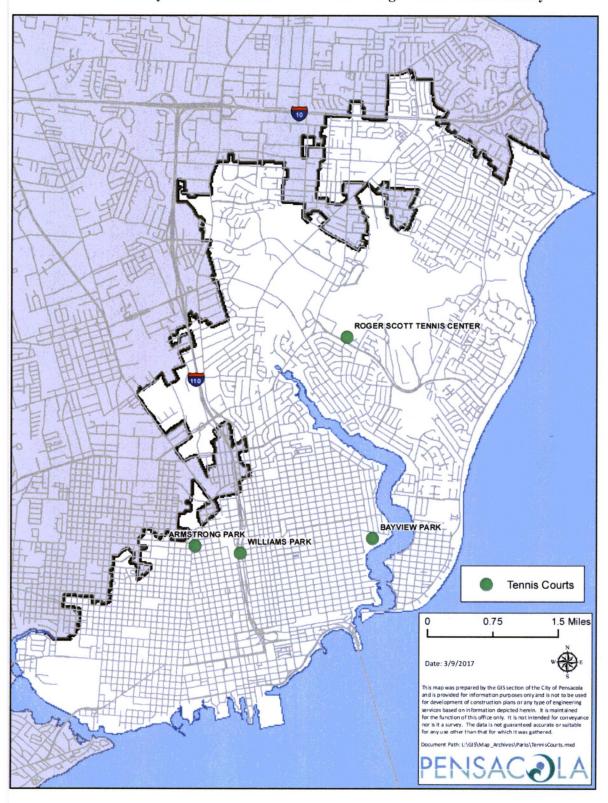
Mr. Sakey, Tennis pro

Pensacola City Clay Court Championships

Pensacola Futures Championship, USTA

Nov ?? Nov ??

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



Attachment 4 Armstrong Park





Tennis Courts Armstrong Park



Date: 3/28/2017

This map was prepared by the GIS section of the City of Persocols 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 depteted herein. It is maintained for the function of this office only. It is not intended for conveyance nor it is a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Document Path: L 'GS'Map_Archives'Finance\tennis_courts \tennis_courts_armstrong.mx

Attachment 5 Bayview Park





Tennis Courts Bayview Park



Date: 3/28/2017

This map was prepared by the GIS section of the City of Persocols 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 depted herein. It is maintained for the function of this office only. It is not intended for conveyance nor list a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Document Path: L/G/S/Map_Archives/Finance/tennis_courts/tennis_courts_bayview.mx

Attachment 6 Hollice T. Williams Park





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 depted herein. It is maintained for the function of this office only. It is not intended for conveyance nor list is a unvey. 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>	Family, Two People	Total
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
Sr. Citizen (65 & Over)		Sr. Citizen (65 & Over)	
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
Student (Under 18)		Family, Unlimited	
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>		
Weekdays Only		Weekdays Only	
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

Gulf Coast Tennis Group LLC

Proposal for Operation and Management of Roger Scott
Tennis Center

Original

Gulf Coast Tennis Group LLC

Brock Sakey

(850) 572-1044

Patrick Bateman

(407) 928-5814

Gulf Coast Tennis Group @gmail.com

Executive Summary

The city of Pensacola is in need of a tennis facility that is the premier choice for tennis activities. The love Pensacola has for the game of tennis is abundantly strong. The local tennis community has shown they have a robust passion for tennis and a willingness to give back to the community as well as the local economy. Pensacola not only needs a premier tennis facility. Pensacola deserves it.

Gulf Coast Tennis Group was founded with the purpose to turn Roger Scott Tennis Center into the premier tennis facility Pensacola can be proud of. Founded by two tennis professionals with over thirty years of combined experience, Gulf Coast Tennis Group is prepared to take Roger Scott Tennis Center to the premier level the city of Pensacola has been waiting for.

Our strategic plan focuses on developing more tennis players at all ages and all ability levels. These priorities for development are based around the following key principles.

- Development of Junior tennis program
- Continue growth of the Greater Pensacola Ladies Tennis League (GPLTL)
- Improve focus on social activities at Roger Scott Tennis Center
- Progress playing opportunities for members/non-members of all ages and ability levels
- Emphasize a friendly environment, superior service, and clean modern amenities

Growth in youth tennis participation is the key to the long-term success of Roger Scott Tennis Center. Our directive and creative execution will resonate with avid tennis players, while simultaneously making new tennis players feel welcome and a part of our tennis community.

Gulf Coast Tennis Group will work with the community and local companies to ensure Roger Scott Tennis Center develops a new brand image. A brand image that represents a premier tennis facility, an image that Pensacola can be proud of.

Gulf Coast Tennis Group Introduction

- The Gulf Coast Tennis Group is led by the effective combination of Brock Sakey and Patrick Bateman. Both of whom have achieved success in their young professional careers. Brock and Patrick hold themselves to the highest professional standards and their reputation in the tennis community showcases their professionalism. Gulf Coast Tennis Group is proud to call Pensacola home and takes pride in representing the city of Pensacola.
- Driven by his love for tennis and strong work ethic, Brock has built an outstanding reputation within the Pensacola tennis community. Brock was born into tennis with his father being a local tennis director for 30+ years. Brock understands the positive impact a successful tennis program can have on a local community. As University of Central Florida's all-time leader in tennis victories, Brock's leadership skills, focus, and determination for success are second to none. Brock has been the Head Professional at one of the nicest Country Clubs in the greater NYC area for 6 years and looks to bring his incredible skillset back to Pensacola full time.
- A University of West Florida graduate, Patrick has established himself as a top teaching pro in the Pensacola area. After his successful career at the University of West Florida, Patrick has spent the last six years learning all aspects of Pensacola tennis. These aspects include: facility management, ladies league coordination (GPLTL), local junior development, hosting tournaments, fundraising, advertising, and court maintenance. Patrick's love for the city of Pensacola and the Pensacola tennis community is the driving force to his success. Patrick has worked at the two busiest tennis programs in the area and knows Pensacola inside and out.
- Together this devoted pair brings an abundance of tennis experience, business acumen, and passion. These attributes will lead to Gulf Coast Tennis Group's success at Roger Scott Tennis Center.

Part I: Respondent's Credentials

Brock R. Sakey

Pensacola, FL

Masters in Sports and Fitness and BS in Business Administration

EDUCATION

University of Central Florida, Orlando, FL

Master of Arts in Sports and Fitness

Sports Leadership Emphasis

Bachelor of Science in Business Administration

Major: Marketing

PROFESSIONAL EXPERIENCE

Interlachen Country Club, Winter Park, FL

2008-2013

Assistant Tennis Professional

- Organize camps including formatting, planning, budgeting, scheduling, communications and execution.
- Ran Junior program based on fun and improvement
- Develop pricing and promotional strategies for tennis programs
- Organize and set up events for club members
- Coached top juniors to Division I scholarships

Rolling Hills Country Club, Wilton, CT

2013 - Present

Head Tennis Professional

- Took part in running all aspects of the tennis program from juniors to adults
- Developed new coaching strategies and drills for the tennis program
- Enjoyed building the junior and adult programs to their highest participation rate in the club's history
- Organized and ran many successful tournaments/mixers for members
- Taught lessons and clinics to all levels of players
- Coach for one of the top Junior Players in the world
- Ran exhibitions, Pro-Ams, charity events, and corporate outings

University of Central Florida Men's Tennis Team

Team Captain (2006-2010)

- Led UCF to be a nationally ranked tennis team
- Elected captain of the team four consecutive years beginning sophomore year
- Demonstrated leadership skills both on and off the court
- Organized fundraising activities for University of Central Florida
- Responsible for volunteer activities for Florida Children's Hospital and Tennis Day for Kid
- Lead host/recruiter for prospective student-athletes

Head Coach - Gulf Breeze High School Boys (2016)

- Led the boys team to a district title and a regional/state appearance
- Mentored, developed, and coached the best boys player in the Pensacola area
- Created a team first atmosphere with hard work and dedication towards each individual player
- Felt particularly proud and fortunate to help build the confidence, trust, and character for the team. To see the improvement and teamwork or such young adults was very rewarding

AWARDS AND RECOGNITION

- Most Singles and doubles victories in UCF History
- University of Central Florida Dean's List: 2005-2010
- Conference USA Commissioner's Honors Roll: 2005-2010
- Conference USA Freshman of the Year 2006
- Three time team MVP
- Conference USA Men's Tennis 1st Team Honors
- Ranked in both NCAA singles and doubles
- Practice partner for top 100 ATP/WTA players
- Qualified of for the main draw in both singles and doubles for ATP Futures Tournaments
- Men's Tennis representative for the Student Athletes Advisory Committee
- USPTA Certified

Patrick Bateman

1249 E. Fisher St. Pensacola, Fl. 32503

EDUCATION

University of West Florida, Pensacola, FL

Bachelor of Arts in Communication - 2010

Specialty: Advertising

PROFESSIONAL EXPERIENCE

Pensacola Country Club, Pensacola, FL

2014 - Present

Director of Junior Tennis

- Produced six new tennis memberships within first year
- Organize camps/clinics including formatting, budgeting, scheduling, and communication
- Assist with grooming, watering, and maintenance of tennis courts
- Ran and Organized tournaments/mixers for members and non-members
- Instruction through private lessons/clinics to members of all ages and genders
- Assist with sales in the Pro Shop, including technical advice on equipment and sales
- Coached top juniors to Division I scholarships

Roger Scott Tennis Center, Pensacola, FL

2011 - 2013

Assistant Tennis Professional

- Developed new coaching strategies and drills for the junior tennis program
- Organized ladies league schedule for clinics
- Taught private lessons and clinics to all levels of players
- Planned and facilitated activities for summer camps

University of West Florida Men's Tennis Team

2007 - 2010

Team Captain

- Led UWF to a #2 national ranking in 2008
- · Received full athletic scholarship all four years
- Demonstrated leadership skills both on and off the court
- Responsible for volunteer activities for Habitat for Humanity

AWARDS AND RECOGNITION

Gulf South Conference Freshman of the Year in 2008

Ranked #48 in NCAA Division II singles

Ranked #13 in NCAA Division II doubles

Practice partner for top 200 ranked ATP players

Played Singles and Doubles ATP level events

PROFESSIONAL AFFILIATIONS

United States Professional Tennis Association (USPTA) Certified

Part II: Respondent's Proposed Fee Schedule and Revenue to the City

- On the last business day of the month for March, June, September, and December the city of Pensacola would be paid \$31,250. We are open to doing a monthly payment as well, whatever is in the best interest of the city.
- The City of Pensacola would be paid \$125,000 per Fiscal year.
- Most of the revenue to pay the city would come from the membership dues for Roger Scott Tennis Center. We estimate that currently RSTC brings in roughly \$215,000 a year in dues/court fees.
- Our goal would be to grow the number of current memberships by 15% in one fiscal year
 - From 275 current paid memberships to 316

Family and Community

We want to create a stronger bond between RSTC and the local tennis community. We would like to see more Member/Member tournaments as well as Member/Guest events to attract local players who might not be utilizing RSTC and all it has to offer.

We need to create a family atmosphere with events that are geared towards all ages such as pro exhibitions/parent-child/family tennis nights. We need to continue to support the local tennis community, while building awareness around the southeast about Pensacola and all Roger Scott Tennis has to offer.

Adding Tournaments

Currently there are 19 "Tournaments" according to attachment 2 of the RFP. We would plan on growing that number to 30 within one calendar year. One of our goals would be to add more USTA tournaments for juniors and adults. Adding USTA events would attract both local and out of town tennis players which would generate more tax revenue for the city of Pensacola through Hotels, restaurants, and leisurely activities.

Junior Development

We would be implementing the USTA's junior development program using red, orange, and green ball for our beginning and developing juniors. We would be hands on and directly oversee all aspects of the junior program, making this a top priority to our success. Developing juniors is the strength of our team. We know we could tremendously improve all areas of the junior program at Roger Scott.

We plan on having a massive junior program for beginners to the most advanced tournament players. Having local USTA/High School tournaments allows these players to showcase their talent without having to spend enormous amounts of money on travel. This allows local families to save money and essentially put that money back into the Pensacola community through RSTC.

The more exposure the city of Pensacola receives the better it is for our local economy. We have a beautiful city that is continuing to grow, and by having a premier, first class run tennis facility we would be able to bring in hundreds and potentially thousands of new people to visit our community.

Supporting Pensacola

Adding revenue to our local economy is a key element to our overall success. Teaming with local companies such as "Visit Pensacola" to bring events to RSTC will help us generate this revenue. We will organize sanctioned national tennis tournaments that bring people from all over the region and nation. Hotels and restaurants will benefit from events being held at RSTC. The city of Pensacola will also benefit from the tax revenue these events generate. A 2-3 day tournament with 128 entrants has the potential to bring in over \$100k in revenue to the local economy via hotels, dining, and travel. These are the events that will help RSTC become the premier facility that will make Pensacola proud.

Our goal is to have 5 USTA sanctioned national tournaments by end of year 2. Working with Visit Pensacola will help us tap into different marketing strategies to help bring these events to our town. RSTC has the potential to be a premier tennis facility in the Southeast. It is up to us to tap into this potential and we will.

Part III: Respondent's Staffing Plan

Tennis Staff

We are confident we would put together the best tennis staff RSTC or Pensacola has ever seen. We say this not to put down any current or past employees, but to reiterate the strong team atmosphere we would build to ensure the smooth operation of RSTC. The level of professionalism would be nothing less than first class.

There would be a wide range of ages, gender, personalities, and playing abilities to make sure we cover the needs of all people who step foot onto the facility. It is important that we are qualified and prepared to accommodate the tennis needs from a complete beginner to a world-class player. All tennis professionals must be USPTA certified and maintain their credit hours through continuing education. Gulf Coast Tennis Group will implement a **Drug-Free Workplace Program** at RSTC.

All pros will be expected to contribute to all aspects of the tennis program. Some may specialize in certain areas/demographics, but will be expected to help out with juniors, ladies, and men's clinics.

Our plan is to start out with 10 USPTA certified professionals on staff. This should help cover the needs in ladies clinics, junior clinics, cardio clinics, men's clinics, and private lessons. Our goal would be to grow this number to 12 by expanding and growing across the board on all aspects of play. We also plan to offer a better variety and more types of clinics than are currently in place at RSTC.

Positions within the staff:

Directors of Tennis (1)

Assistant Director (1)

Head Professionals (2)

Ladies Coordinators (2)

Junior Coordinators (2)

Men's Coordinator (1)

Junior Professional (1)

As previously stated, these tennis professionals would be responsible to help out on ALL aspects of programming at RSTC, not just to their specialty positions. We want to be very "hands on" and able to assist members and non-members alike promptly and efficiently.

*These employees would be 1099 and paid directly by Gulf Coast Tennis Group LLC

Front Desk Staff

Right now RSTC operates under a 77-hour workweek. We would like to expand that to 80 hours and be open from 9:00am to 5:00pm on Sundays as well. (Currently RSTC does not open until noon on Sundays) We have planned and budgeted for 3 front desk employees working a range from 25-40 hours without ever going into overtime. These hours would vary depending on events and holidays.

The front desk staff would be responsible for greeting/checking in members, collecting guest fees, answering phones, managing court reservations, and assisting with beverage distribution. This is a vital position to the success of RSTC. This is the first person people see when they walk in and the last person they see when they leave. We have people in place that are very hospitable, trustworthy, and will represent the city Pensacola in the finest manor possible.

Maintenance Staff

We would be hiring one full time staff maintenance specialist to help conduct the upkeep of RSTC and one part time assistant. The head maintenance personnel would be primarily responsible for the preservation of the 10 clay courts. This is a full time position that is vital to our success. To maximize the efficiency of the facility it is important that these clay courts be amongst the best in the Southeast United States.

Amongst those duties the maintenance staff would be responsible for: making sure loose tennis balls/trash are picked up, water jugs are full, cup holders are full, windscreens and lines are safe/effective, and most importantly making sure RSTC is a safe and clean environment for all to enjoy. There will be many more duties and projects that come with this position based on day-to-day needs. (Ex: stocking toilet paper, restocking beverages, etc.)

One of our main goals for RSTC is to make this a first class facility on and off the court. We will only be as strong as our staff. We will provide excellent service for all who walk through the doors. Brock Sakey grew up in this area and loves the direction Pensacola is moving towards. Patrick Bateman has called Pensacola his home for 10+ years and loves this city as much as anyone. We are passionate about Pensacola and RSTC. We know in our heart we will give our all to make RSTC a place where fond memories are made and a facility Pensacola will be proud of.

Part IV: Gulf Coast Tennis Group Proposed Budget

All in Dollars

	All III Dollars			
Expenses	Year 1	Year 2	Year 3	
Salary	68,500	70,000	71,400	
Balls	7,700	7,854	8,011	
Insurance/Fees/Licenses	10,000	10,200	10,404	
Check-in System	4,400	400	400	
Office Supplies	3,000	3,060	3,121	
Minor Equipment	2,500	2,550	2,601	
Cleaning Supplies	1,200	1,224	1,248	
Money to City	125,000	125,000	125,000	
Total Operating Expenses	222,300	220,288	222,185	
Court Fees/Membership Incoming	230,000	241,500	248,745	
Net Revenue (not including Lessons/Events)	7,700	21,212	26,560	

Part V: Gulf Coast Tennis Group Instructional Program

<u>Mission</u>

To develop a tennis facility that exhibits professionalism and great customer service to its members and community by

- Maintaining a professional first-class tennis facility offering many amenities
- Institute a well- balanced tennis program for both adults and juniors
- Promote sportsmanship and integrity on and off the tennis court
- Provide platform to online court reservations and class registration

Vision

To build a tennis destination with a community-first mentality that has a balanced approach focused on all levels of tennis, family, and competition.

Junior Program

The city of Pensacola is in need of a successful junior program. Gulf Coast Tennis Group understands the importance of a prosperous junior program. Our junior program will be called "Roger Scott Tennis Academy". This name is important to achieving our goals. Our local community associates Roger Scott with Pensacola. When our juniors are showcasing their skills at tournaments, it is important for the local community to know who they represent. We believe teaching our youth to take pride in representing their hometown of Pensacola will lead to success. We will promote sportsmanship, integrity, and strong work ethic to our juniors. The long-term goal is to transform our juniors into successful adults.

We want RSTC to be the only place you would want your kids playing tennis. Whether a kid is 5 years old, or training to play college tennis, we will have the perfect fit for them. Our experience with beginning junior players to practicing with top 100 atp/wta players makes us very confident in our ability to accommodate all levels of players.

Right now there is no "Go-To" place for middle school/high school tennis players in the Pensacola area. We can fill this need and be able to have all the best players playing at one facility. By doing this we will create a stronger bond amongst local players and help them improve faster and more efficiently. Advanced juniors can travel with pros to gain match experience, grow as a team, and improve their chances for achieving their tennis dreams. We don't want to only build stronger tennis players, but more importantly better people.

- Junior clinic will take place Monday-Friday
- Weekend Round Robins for juniors to fine tune match play skills
- Implement the USTA'S 10 & under youth path to progression
 - o Red ball clinics (ages 4-8)
 - Orange ball clinics (ages 7-10)
 - o Green ball clinics (ages 7-11)
 - Yellow ball clinics (ages 11+)

Gulf Coast Tennis Group will also implement free monthly clinics for low income families with Children. These programs are important to the community. We want to give a chance to children in tough situations to grow a love for the game of tennis.

Ladies league Clinics (GPLTL)

- There are 22 Ladies league teams at RSTC
- Clinic will take place Monday-Friday (mornings and evenings)
- Clinic scheduling will be made by Director and associate Director of Tennis

The Greater Pensacola Ladies Tennis League is very important to the success of RSTC. We will work with GPLTL to ensure a smooth transition. One advantage Gulf Coast Tennis Group has is they have worked with GPLTL for years. Gulf Coast Tennis Group understands GPLTL importance to the community and local economy.

Women/Men's Clinic

- There will be 2-3 women/men clinics (weekday evenings)
- Clinics will include a beginner, intermediate, and advance group
- Weekly Cardio tennis clinics (early mornings/evening)

Balanced Tennis Programs

- We will provide a balanced approached promoting family and competition
- Group and Private lessons
- Competitive tournaments for adults and juniors
- 10 & Under Summer camps for juniors
- Intense summer camps for advanced juniors