

Event # 106-1

Name: Management of the Jimmy Evert Tennis Center (JETC)

Description: The City of Fort Lauderdale is seeking a qualified and experienced professional Contractor to provide turnkey operations and management of the Jimmy Evert Tennis Center (JETC) in accordance with the specifications, conditions, and other provisions of this revenue-generating RFP. JETC is located at 701 NE 12th Ave., Fort Lauderdale, FL 33304 and offers eighteen (18) lighted Har – Tru clay courts and three (3) hard courts. Services include counter and pro-shop area along with players' lounge, locker rooms and restrooms.

Proposers shall be in the business of Tennis Center Management and Operation and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Buyer: Rose, Heather

Event Type: RFP

Status: Pending Award Currency: USD

Sealed Bid: YesRespond To All Lines: YesQ & A Allowed: YesNumber Of Amendments: 1

Display Bid Tabulation: Display When Event Closed For Bidding Or Canceled

Event Dates

Preview:

Open: 05/18/2023 04:00:00 PM **Close:** 06/20/2023 02:00:00 PM Q & A Open: 05/18/2023 05:00:00 PM Q & A Close: 06/06/2023 05:00:00 PM Dispute Close:

Questions

Question	Response Type	Attachment
Did you complete and submit the required forms?	Yes No Text	Event 106 Required Documents.pdf

Meetings

Event # 106-1: Management of the Jimmy Evert Tennis Center (JETC)

Meeting	Description	Location	Date	Required
Pre-Proposal Conference	There will be a pre-proposal conference and site visit scheduled for this Request for Proposal, on Tuesday, May 30, 2023, from 9:30 a.m. to 10:30 a.m. The location is 701 NE 12th Ave., Fort Lauderdale, FL 33304.		05/30/2023 09:30:00 AM	No

Attachments

Name	Description	Attachment
General Conditions		General Conditions.pdf
Event 106 Specifications		Event 106 Specifications.pdf
Amendment 1	There will be additional access to view the court reservation log sheets for January 2023 to May 29, 2023. The log sheets can be viewed in the conference room of the Jimmy Evert Tennis Center on June 1, 2023 from 1:30 p.m. to 2:30 p.m. No photocopy of scanning service will be available.	

Contacts

|--|

Heather Rose

Email Address

HRose@fortlauderdale.gov

Commodity Codes

Commodity Code	Description
958	MANAGEMENT SERVICES
961-68	Sports Professionals Services (Including Sports and Recreati

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Event # 106-1: Management of the Jimmy Evert Tennis Center (JETC)

Line Details

Line 1: ANNUAL BASE PAYMENT

Description: Annual base payment to be paid monthly to the City, to administer, operate and maintain Jimmy Evert Tennis Center. Bidder to enter annual dollar amount payable to the City, per complete terms and specifications contained in this RFP.

Item: ANNUAL BASE PAYMENT ANNUAL BASE PAYMENT

Long Item Annual base payment, to be paid monthly to the City, to administer, operate and maintain Jimmy Evert Tennis Description: Center. Bidder to enter annual payment payable to the City, per complete terms and specifications contained in this RFP.

Commodity 958 MANAGEMENT SERVICES Code:

Quantity: 1.0000

Unit of DO Measure:

Require Yes Response: Price Breaks No Allowed: Allow Alternate No Responses:

Add On No Charges Allowed:

Line 1 Comments		
Title	Туре	Comment
Requisition Line Comment	Print On Purchase Order	Bidder to enter annual Dollar amount payable to the City, per complete terms and specifications contained in this RFP

Line 2: ANNUAL PERCENTAGE INCREASE

Description: Annual percentage increase in additional to the annual base payment, to be paid annually to the City, to administer, operate and maintain Jimmy Evert Tennis Center.

Item: ANNUAL PERCENTAGE INCREASE ANNUAL PERCENTAGE INCREASE

Long Item Annual percentage increase, in addition to the annual base payment, to be paid annually to the City, to Description: administer, operate and maintain Jimmy Evert Tennis Center. Bidder to enter annual percentage increase payable to the City, per complete terms and specifications contained in this RFP.

Commodity 958 MANAGEMENT SERVICES

Event # 106-1: Management of the Jimmy Evert Tennis Center (JETC)

Code:

Quantity: 1.0000

Unit of PT Measure:

Require Yes Response:

Add On No Charges Allowed: Price Breaks No Allowed: Allow Alternate No Responses:

CAM #23-1075 Exhibit 2 Page 4 of 101

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide turnkey operations and management of the Jimmy Evert Tennis Center (JETC) for the City, in accordance with the terms, conditions, and specifications contained in this revenue-generating Request for Proposals (RFP).

1.2 Point of Contact

For information concerning <u>procedures for responding to this solicitation</u>, contact Procurement Specialist Heather Rose at <u>hrose@fortlauderdale.gov</u>. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the <u>City's on-line strategic sourcing platform</u>. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the <u>City's on-line strategic sourcing platform</u> shall become part of any contract that is created from this RFP.

1.3 Pre-proposal Conference and Site Visit

<u>There will be a pre-proposal conference and site visit scheduled for this Request for</u> <u>Proposal, on Tuesday, May 30, 2023 from 9:30 a.m. to 10:30 a.m. The location is 701 NE</u> 12th Ave., Fort Lauderdale, FL 33304. It is strongly suggested that all Contractors attend.

While attendance is not mandatory, <u>tours at other times may not be available</u>. It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractors attend the pre-proposal meeting and/site visit.

It will be the sole responsibility of the Contractor to attend the pre-proposal/site visit to inspect the City's location(s) facilities systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses the City's on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from the City's on-line strategic sourcing platform. Proposers are strongly encouraged to read the supplier tutorials available in the <u>City's on-line strategic sourcing platform</u> well in advance of their intention of submitting a proposal to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform

It is the sole responsibility of the Proposer to ensure that their proposal is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA the <u>City's on-line strategic sourcing platform</u>.

1.5 Electronic Bid Openings/Proposal Closings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the <u>City's on-line strategic sourcing platform</u> at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/22) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by the <u>City's on-line strategic sourcing platform</u> and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform and shall be for clarification purposes shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 **Proposer's Costs**

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

2.5 Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

Contractor shall quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

2.6 Price Validity

Prices provided in this Request for Proposals (RFP) shall be valid for at least One Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and Bidder/Proposer. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment – N/A

2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid. The City will not accept any additional costs.

2.9 Payment Method – N/A

2.10 Mistakes

The proposer shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.11 Acceptance of Proposals / Minor Irregularities

- **2.11.1** The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.
- **2.11.2** The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.12 Modification of Services

- **2.12.1** While this contract is for services provided to the department referenced in this RFP, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.
- **2.12.2** The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.
- **2.12.3** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.
- **2.12.4** If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 Non-Exclusive Contract

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website: https://www.fortlauderdale.gov/home/showdocument?id=1212

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

Proposers shall be in the business of Tennis Center Management and Operation and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

- **2.17.1** Proposer or principals shall have relevant experience as Director of a Tennis facility consisting of a minimum of 12 clay tennis courts or a large-scale municipal facility of similar size. Project manager assigned to the work must have experience as Director of a Tennis facility and have served as project manager on similar projects.
- **2.17.2** Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.
- **2.17.3** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
- **2.17.4** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at: <u>http://www.fortlauderdale.gov/home/showdocument?id=6036</u>.

2.19 Local Business Preference – N/A

2.20 Disadvantaged Business Enterprise Preference – N/A

2.21 Protest Procedure

- 2.21.1 Any Proposer who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link. <u>https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award</u>
- **2.21.2** The complete protest ordinance may be found on the city's web site at the following link: <u>https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COO</u> <u>R_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW</u>

2.22 Public Entity Crimes

Proposer, by submitting a proposal, certifies that neither the Proposer nor any of the Proposer's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.23 Subcontractors

- **2.23.1** If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.
- 2.23.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or

disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

2.23.3 Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.24 Proposal Security – N/A

2.25 Payment and Performance Bond – N/A

2.25 Insurance Requirements

- **2.26.1** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.
- **2.26.2** The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.
- **2.26.3** The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The

coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Physical Abuse, Sexual Misconduct, and Sexual Molestation

Contractor shall provide evidence of coverage in an amount not less than \$500,000 per Occurrence.

Business Automobile Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

2.26.4 Insurance Certificate Requirements

- **a.** The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- **c.** In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- **d.** In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

- **f.** The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- **g.** The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- **h.** The title of the Agreement, Bid/Proposal/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale 100 N. Andrews Avenue Fort Lauderdale, FL 33301

- **2.26.5** The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- **2.26.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- **2.26.7** The Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.
- **2.26.8** Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.
- **2.26.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- **2.26.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- **2.26.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

2.27 Award of Contract

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the

right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the City.

2.28 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.29 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.30 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.31 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- **2.31.1** The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- **2.31.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- **2.31.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- **2.31.4** The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.32 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.33 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior City approval.

2.34 Manufacturer/Brand/Model Specific Request – N/A

2.35 Contract Period

The initial contract term shall commence upon date of award by the City and shall expire 2 years from that date. The City reserves the right to extend the contract for 3, additional 1-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.36 Cost Adjustments – N/A

2.37 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contact, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.38 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.39 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.40 Substitution of Personnel

In the event the Contractor wishes to substitute trained, qualified, personnel for those listed in the proposal, the City shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the City has reasonable evidence to believe that an employee of the Contractor is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Contractor to resolve the situation to the City's satisfactions, provided, however, that the Contractor shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, city ordinance, contract or employment or union agreement.

2.41 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.42 Condition of Trade-In Equipment – N/A

2.43 Conditions of Trade-In Shipment and Purchase Payment – N/A

2.44 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Proposer's response to this RFP.

2.45 Service Organization Controls – N/A

2.46 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.47 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 General Information

The City of Fort Lauderdale is seeking qualified and experienced professional contractor to provide turnkey operations and management of the Jimmy Evert Tennis Center (JETC) in accordance with the specifications, conditions, and other provisions of this revenue-generating RFP. JETC is located at 701 NE 12th Ave., Fort Lauderdale, FL 33304 and offers eighteen (18) lighted Har – Tru clay courts and three (3) hard courts: including service counter & pro shop area along with players lounge, locker rooms and restrooms. The JETC will undergo a \$3.5 million parks bond renovation project that is scheduled to take place within the next four (4) years.

The Jimmy Evert Tennis Center is Fort Lauderdale's premier tennis facility. Recognized as the "Home of Champions," it is one of the country's top municipal tennis centers. This City of Fort Lauderdale Parks and Recreation facility is located in Holiday Park, a 90-acre urban park in downtown Fort Lauderdale. Jimmy Evert, a longtime Fort Lauderdale resident, played a significant role in the development of the center. His 49 years of dedicated service brought the center from its humble origins to what is now a world-renowned tennis center. Upon his retirement in 1997, the City honored its "Patriarch of Tennis" by renaming the former Holiday Park Tennis Center to its present name, the Jimmy Evert Tennis Center.

The awarded Contractor will manage the tennis programs to include daily court upkeep and maintenance, operations, pro shop, tennis instruction and other tennis program services for the City. The current operation is year-round: Monday – Friday from 7:30 am – 9:00 pm, Saturday/Sunday from 7:30 am – 6:00 pm.

3.2 Operating Regulations

General Information

A. Contractor shall administer, implement, and manage a complete and full-service municipal tennis program for persons of all ages and skill levels. The City's primary goal is to secure a Contractor with experience to run JETC, with reasonable rates in line with other public tennis centers (without financial or operational assistance from the City). The courts shall be open Monday through Sunday at mutually agreed upon times.

Duties and responsibilities of the Contractor are to provide full time, on-site management for JETC and all its operations. Contractor will be present a minimum of forty (40) hours per week, exclusive of tournaments. Contractor will be "on call" during all times JETC is in operation. The Contractor will not have any other tennis related interests or activities without prior written approval from the Parks & Recreation Director or designee.

- B. Contractor must abide by all applicable federal, state, and local regulations, ordinances, and laws with special attention to those related to the environment, public health and safety of participants in athletic events.
- C. Contractor must obtain and maintain all necessary licenses and permits as well as collect, pay, and report all federal, state, and local taxes. Contractor, its employees, volunteers; subcontractors and all other agents providing services under this Agreement shall comply with the City's Background Screening Policy which includes a completed and fully executed release on all such persons so that CITY, at the cost of Contractor, can conduct the background checks required hereunder. CITY reserves the right to refuse to permit Contractor or any of its agents to provide services under this Agreement based upon the grounds for disqualification as stated in City's Background Screening Policy. All instructors working with minors during summer, spring

and winter camp hours must complete and pass a separate Level II background screening at the Licensee's sole expense.

JETC must be maintained as a smoke-free facility.

3.3 Qualifications and Appearance – Instruction & Programming

- A. Contractor must maintain current USPTA and / or PTR certification in good standing for the duration of the agreement. Contractor shall provide evidence of certifications, training, licenses, etc. for all personnel under their purview.
- B. Contractor must possess a minimum of three years' experience as a Director of a Tennis facility consisting of a minimum of 12 Har-Tru clay tennis courts or a large-scale municipal facility or resort of similar make up. Contractor must provide documentation evidencing such experience. Contractor shall provide a maximum of three (3) references for similar work including name, address, telephone number and e-mail address for each.
- C. Contractor shall provide the number of other USPTA and / or PTR Certified Professional staff over the age of eighteen (18) and describe their responsibilities; and submit the credentials and training of other non-USPTA Certified Professional staff and describe their responsibilities.
- D. Contractor shall employ sufficient qualified personnel skilled in the teaching of tennis to provide services. All tennis-teaching assistants must have appropriate certifications in accordance with the level of teaching instruction they are providing, and their levels of expertise shall not be misrepresented.
- E. Contractor's personnel shall conduct all work operations while dealing with the public in a courteous manner. Contractor and its staff shall be distinctively uniformed to be distinguishable as the Contractor's staff and not an employee of the City. Contractor's employees and sub-contractors providing services under this Agreement shall wear clothing appropriate for a professional, high quality tennis facility. No t-shirts, flipflops or ill-fitting clothes are permitted. Tennis attire is preferred for teaching/coaching professionals and collared shirts for other personnel. The logo, seal, or name of the City shall not be used without permission of the City.
- F. Contractor shall maintain a sufficient number of personnel at all times to accomplish all work under this Agreement.
- G. Programming / Pro Shop Information

Contractor shall offer a comprehensive program of tennis services for all skill levels, develop, and organize leagues, tournaments, socials, junior camps including summer, spring break and winter break. As well as solicit new patrons and pass holders (memberships).

- H. Contractor shall provide a professional operation that is safe, customer oriented with prompt service, complaint resolution, effective employee performance and training as well as timely initiation and completion of all work.
- I. Any activity that requires transportation as a component of the program will be the direct responsibility of the Contractor.

- J. The Contractor shall give instruction (lessons) in the game of tennis to any member(s) or non-member(s) of JETC (at a charge to be determined by the Contractor and previously approved by the Parks & Recreation Director or designee). Contractor will have exclusive use of facility, seven (7) days per week, of four (4) courts for lessons. Contractor, or designee, can utilize additional courts based on availability and to be determined by designated City personnel.
- K. Contractor shall operate and staff Tennis Pro Shop selling tennis equipment and other usual accessories of the game of tennis and repair tennis equipment (racquets, etc.) in a proper manner. Contractor shall manage and maintain an inventory of tennis related goods and merchandise for public sale at the Pro Shop including, but not limited to recreational and competitive tennis wear, training accessories and equipment supplied by major brands recognized in the tennis industry. As well as provide tennis racquet stringing and repair services. The Tennis Pro Shop can be subleased to a third party with pre-approval by City.
- L. All fees for goods and services must be approved by Parks & Recreation Director or designee, which approval may not be reasonably withheld. No memberships shall be for periods of more than twelve (12) months. Contractor shall inform City and advertise to the users of JETC the approved fees.
- M. Contractor shall ensure proper collection of all fees in advance. No good or service should be provided for free or at a reduced price to any person as explicitly pre-approved. All fees shall be handled by Contractor's staff.
- N. Contractor must maintain log of use of all tennis courts. At a minimum, log should contain reservations made and used including number of players to include date and time of use.

It's recommended that Contractor use registration / reservation software that is approved by the city. The City will have access to all software or system used. It's also recommended that Contractor use a notification application or similar technology to provide updates on court status or other pertinent information.

3.4 Maintenance

General Information

A. Contractor shall develop, implement, and manage a full-service maintenance program. The City's primary goal is to secure a Contractor with experience to facilitate the daily, periodical, and seasonal tennis facility maintenance necessary to sustain JETC, with reasonable compensation in line with other public tennis centers (without financial or operational assistance from the City). The courts shall be maintained Monday through Sunday at mutually agreed upon times.

Duties and responsibilities of the Contractor are to provide supervision of a mutually agreed upon number of staff dedicated to JETC, responsible for maintaining (18) Har-tru tennis courts, (3) Hard Courts and grounds keeping to include; cleaning common areas, workspaces, and walkways. Contractor will be present a minimum of forty (40) hours per week, exclusive of tournaments. Contractor will be "on call" during all times JETC is in operation. The Contractor will not have any other tennis related interests or activities without prior written approval from the Parks & Recreation Director or designee.

- B. Contractor must abide by all applicable federal, state, and local regulations, ordinances, and laws with special attention to those related to the environment, public health and safety of participants in athletic events.
- C. Contractor must obtain and maintain all necessary licenses and permits as well as collect, pay, and report all federal, state, and local taxes. JETC is a smoke-free facility.

3.5 Qualifications and Appearance – Court & Facility Maintenance

- A. Contractor must follow current Har-Tru Maintenance Manual guidelines for the duration of the agreement. Contractor shall provide evidence of relatable certifications, training, licenses, etc. for all personnel on under their purview.
- B. Contractor must possess a minimum of three years' experience as a full-time lead maintaining a dedicated tennis facility consisting of a minimum of 12 Har-Tru clay tennis courts or a large-scale municipal facility or resort of similar make up. Contractor must provide documentation evidencing such experience. Contractor shall provide a maximum of three (3) references for similar work including name, address, telephone number and e-mail address for each.
- C. Contractor shall provide credentials of any employees over the age of eighteen (18) and describe their responsibilities, and training in tennis maintenance.
- D. Contractor shall employ sufficient qualified personnel skilled in maintaining Har-tru tennis courts and/or otherwise maintenance services.
- E. Contractor's personnel shall conduct all work operations while dealing with the public in a courteous manner.
- F. Contractor's employees with maintenance responsibilities shall be trained in the proper method of cleaning, handling, storage, and operation of maintenance tools, equipment, and supplies.
- G. Contractor and its staff shall be distinctively uniformed to be distinguishable as the Contractor's staff and not an employee of the City. Contractor's employees and subcontractors providing services under this Agreement shall wear clothing appropriate for a professional, high quality tennis facility. No t-shirts, flipflops or ill-fitting clothes are permitted. Collared shirts are preferred. The logo, seal, or name of the City shall not be used without permission of the City.

3.5.1 Maintenance Plan

Contractor shall submit & follow a mutually agreed upon maintenance plan, meeting the unique operational needs of JETC as determined by the City. This plan sets forth guidelines to meet City expectations during normal operations, holidays, tournaments, socials and junior camps including summer, spring break and winter break.

Contractor shall provide a professional operation that is safe, customer oriented with prompt service, complaint resolution, effective employee performance and training as well as timely initiation and completion of all work.

Any work that requires transportation as a component of providing service will be the direct responsibility of the Contractor.

3.5.2 Equipment & Facilities

Contractor shall take satisfactory care of the facilities as determined by Park & Recreation Department staff and shall use the same in a careful manner and shall, at its own cost and expense, promptly repair City property or facilities damaged by the Contractor's operations.

Contractor will be responsible for providing, maintaining & repairing all tools, vehicles, equipment, materials and furnishings required to meet agreement requirements. Contractor may utilize mutually agreed upon equipment located on-site at JETC.

Contractor shall provide janitorial services to ensure restrooms and showers are routinely clean, sanitary, and serviceable; free of odor, soil, dirt, dust, mold, spills, trash, damage, defective, deteriorated, hazardous or inoperable condition

Courts should be maintained in accordance with safe playing conditions as outlined within the Har-Tru Maintenance Manual. Contractor's basic service obligations shall include, but not be limited to, the usual and customary responsibilities outlined below:

3.5.3 Court Maintenance

Contractor shall provide 60 minutes of service per court each day. Staffing requirement is an average figure meant to help contractor determine staffing needs to abide by City standards for maintenance of tennis courts.

Clay Courts: irrigation, grooming (2-3X per day), inspecting lines, replacing any worn or damaged lines, patching low areas, scratching & scarifying surfaces, removing dead material, applying topdressing, fixing high and low spots, removal of all organic material, to include mildew, leaves, and weeds on clay courts, between and within fence lines, emptying court organizers/trash cans and windscreen upkeep.

Hard Courts: blowing surface clear of loose debris, pressure washing, removing water (squeegeeing).

Contractor shall provide daily notification and status of court conditions prior to opening and submit weekly reports of court maintenance completed, including dates accomplished and a monthly summary of all maintenance tasks below:

- a. Brush and roll clay courts repeatedly to fill in divots/holes and compact lines to desired hardness.
- b. Patching divots, holes or areas that no longer bond.
- c. Repair, replace, and adjustment (time, pressure, coverage, etc.) of sprinklers.
- d. Scraping irregular or inconsistent surfaces.
- e. Remove dead material.
- f. Inspect windscreens for damage and report needed repairs. Remove & install windscreens as needed.
- g. Inspect fences & gates for proper alignment, discoloration, damage, rust & safety hazards. Report needed repairs.
- h. Inspect net posts and nets for damage. Report needed repairs.
- i. Remove & install nets as needed.
- j. Remove & replace bad line tapes and nails.
- k. Wash coolers. Report needed repairs.
- I. Benches: Wash, repair, and paint if necessary.
- m. Wash, clean, inspect for repairs and hang tools, brushes & grooming mats.

3.5.4 Tools & Equipment

Contractor shall provide all necessary tools, equipment and furnishings related to successfully operating the tennis facility.

Contractor shall keep brushes and hand tools in good working condition, replacing worn drag brushes, mats, liners, lute blades...etc. as needed to ensure consistent performance.

Line Sweepers, Drag Brushes, and other accessories: wash clean, inspect for repairs and hang properly to protect bristles.

Grooming Mats: wash, clean, inspect for repairs and hang in mutually agreed upon area to preserve aesthetic appeal.

3.5.5 Water Cooler Maintenance

Water coolers should be cleaned and sanitized before the beginning of each day using a solution of 10% bleach and 90% water to eliminate bacteria from establishing itself in or on the coolers. Then, filled with ice & water and re-filled in the afternoon (unless a self-cooling powered unit).

3.5.6 Nets

Contractor shall remove & install tennis nets as directed by Park & Recreation Department staff, paying attention to details such as correct lacing and the tightness of the net against the net poles ensuring a clean fitting net. When necessary, Contractor will remove Har-Tru material from inside net center anchor, attaching center strap(s) around the net an into the center anchor hook.

Contractor shall adjust center straps to ensure nets are 36" from surface to top of net.

3.5.7 Windscreens

Contractor shall inspect windscreens for holes and frayed areas, reporting findings to City personnel. Contractor shall use mutually agreed upon: 8" black cable ties, ty-wraps, plastic snaps, and fasteners where necessary to attach windscreen to fence.

Note: Contractor will secure, remove and re-hang windscreens as directed by Park & Recreation Department staff in the event of an emergency: Hurricanes or Evacuations.

3.5.8 Grounds Keeping

Contractor shall not alter JETC or its landscape in any way including, but not limited to, partitions, water and sewer lines, electric service, paint, and HVAC systems, without the express written consent of the CITY. Contractor shall not alter the exterior of any building or natural area, including, but not limited to, clubhouse, sheds, storage areas, grasses, groundcovers, shrubs, trees, and irrigation systems, without the express written consent of the CITY. Grounds Keeping basic service obligations shall include, but not be limited to, the usual and customary responsibilities outlined below:

- n. Eradicating graffiti with matching paint.
- o. Humane removal of insects, critters, and pests
- p. Keeping workspace in organized, and clean condition.
- q. Maintenance of the exterior of the facility including, but not limited to, grasses, groundcovers, shrubs, trees, and irrigation systems.
- r. Maintenance of the courts including, but not limited to, surfaces, irrigation systems, lighting systems, fencing and gates, windscreens, drinking fountains, shelters, walkways, and benches.
- s. Proper disposal of trash and waste
- t. Removing litter and all other debris daily from the vehicular use pavement up to the building and the parking lot.
- u. Routine pressure cleaning of outdoor seating, common areas, and walking paths

- v. Contractor shall provide all necessary equipment and furnishings related to successfully maintain JETC.
- w. Contractor will provide windscreens, nets, court supplies, clay court material, janitorial, cleaning supplies, and all materials and supplies necessary to successfully maintain the tennis facility.
- x. Contractor shall ensure, by regular upkeep and/or timely repairs, that all equipment needed to provide all proposed services for tennis maintenance is available and in good working order and shall ensure that at no time will service be adversely affected by inoperable, damaged, substandard, and/or defective equipment.

As agreed upon by the City, Contractor may have full use of on hand supplies inside and out of the facility. Likewise, Contractor can bring in other equipment to assist with running the operation.

The City may modify the above scope of services at any time.

3.6 Parking

Contractor shall utilize public parking unless otherwise authorized by the City.

3.7 Closures

City reserves the right to close the facility if it deems necessary at its sole discretion with reasonable written (email / text) notice to Contractor. If in emergency only, notification may be via phone.

3.7.1 Service Information

Contractor's basic service obligations shall include, but not be limited to, the usual and customary responsibilities outlined below:

- 1. Enforce all rules and regulations of the Parks & Recreation Department.
- 2. Regulation of play and conduct of players.
- 3. Administration of facility property, preserving order and providing for security of facilities and preventing damages to facilities by players and others.
- 4. Regular inspection of facilities.
- 5. Routine maintenance of tennis courts, with regular cleaning and sweeping of the same.
- 6. Routine custodial/ janitorial service and care of tennis facility, center, restrooms, shower room, and courts.
- 7. Operate and manage the tennis courts, pro shop services, and other pertinent areas in a manner that will provide quality service for public use and enhance revenue flow to the City.
- 8. Development of outreach, promotional and advertising efforts subject to City approval.
- 9. Eradicating graffiti with matching paint.
- 10. Keeping the building in a neat and clean condition.
- 11. Maintenance of the exterior of the facility including, but not limited to, grasses, groundcovers, shrubs, trees, and irrigation systems.
- 12. Maintenance of the courts including, but not limited to, surfaces, irrigation systems, lighting systems, fencing and gates, windscreens, drinking fountains, shelters, walkways, and benches.
- 13. Removing litter and all other debris daily from the vehicular use pavement up to the building and the parking lot.

- 14. The Contractor shall provide all necessary equipment and furnishings related to successfully operate JETC.
- 15. Contractor will provide windscreens, nets, court supplies, clay court material, janitorial, cleaning supplies, and all materials and supplies necessary for the successful operation of the tennis facility.
- 16. Contractor shall ensure, by regular upkeep and/or timely repairs, that all equipment needed to provide all proposed services for this tennis operation is available and in good working order and shall ensure that at no time will service be adversely affected by inoperable, damaged, substandard, and/or defective equipment.
- 17. Contractor ensures court maintenance will not impede tennis operations to include clinics, leagues, lessons, programs, tournaments and events.

Contractor shall not alter the facility in any way including, but not limited to, partitions, water and sewer lines, electric service, paint, and HVAC systems, without the express written consent of the CITY. Operator shall not alter the exterior of the facility including, but not limited to, grasses, groundcovers, shrubs, trees, and irrigation systems, without the express written consent of the CITY.

Contractor shall ensure that pest extermination is done on a regular basis as well as humane removal of insects, critters and pests. Contractor shall be solely responsible for the cost of such extermination.

The City may modify the above scope of services at any time.

3.7 Parking

Contractor acknowledges that parking shall be available for the public during the hours of operation, however, Contractor further acknowledges that parking use is not exclusive for tennis facility.

3.8 Closures

City reserves the right to close the facility if it deems necessary at its sole discretion with reasonable written (email / text) notice to Contractor. If in emergency only, notification may be via phone.

3.9 Safety & Security Procedures

The Contractor shall conduct his/her operation in accordance with all laws, rules, and regulations relating to the safe operation. Contractor shall be diligent in ensuring the safety of all patrons during their visit at the facilities.

Contractor will accept full responsibility for security and protection of its equipment, other personal property and money used in connection therewith. City makes no warranties as to any obligation to provide security for JETC, outside of standard security measures supplied by City in general. Contractor may provide its own specialized security for JETC, subject to City's prior written approval.

Contractor shall be familiar with and adhere to all rules and regulations of the Parks & Recreation Department concerning the City's tennis facilities.

Contractor will notify the City of any unsafe conditions (such as high lines on clay courts) and ensure the proper maintenance is completed before the courts are open to the public.

3.10 Hurricane Evacuation Plan

Contractor shall provide the City with its emergency and hurricane evacuation plan, to include how the Contractor will secure the equipment and JETC tennis facility in the event of an emergency or hurricane.

3.11 City's Responsibilities

The City will be responsible for the operational matters for Jimmy Evert Tennis Center listed below. The City shall retain ownership of the Facility.

- 1. Payment of water and electric utility costs.
- 2. Unless caused by negligence of the Contractor, the City will be responsible for maintaining the building and facilities in first class operating condition including:
- a. Maintenance of facility structure and systems such as plumbing, electrical, painting, ceilings, walls, floors, roof, and A/C.
- b. Maintenance of water and sewer lines.
- c. Major court repairs such as court resurfacing and/or line replacement and court lighting.

JETC will undergo \$3.5 million parks bond renovations that will take place over the next four (4) years. This will include a new schematic layout of the clay courts, sub-irrigation, lighting and possibly some building upgrades.

3.12 Revenue Reporting/ Compensation

The Contractor shall provide a yearly operations summary plan including the proposed financial return to the City, business plan/pro forma and proposed agreement terms.

Revenue Reporting – Contractor shall prepare and submit to the City a statement of Gross Revenue earned from its operations and management of the facility for each month of the Agreement. The statements shall be following Generally Accepted Accounting Principles and with the provisions of the Operations and Management Agreement and certified as being accurate by a reputable, independent certified public accountant selected by the Contractor. The statements shall be due to the City no later than thirty (30) days after the end of each month.

Business Plan/ Pro Forma - Provide a business plan with financial projections and pro forma to include but not be limited to:

1. Methodology for determining fees, proposed initial fee schedule for court usage and instructional programs as well as general pricing strategy and service offerings for food/beverage and merchandise sales.

- 2. Anticipated income from all revenue sources.
- 3. Proposed rent structure/revenue sharing plan.
- 4. Proposed Resident Discount.
- 5. Publicity and social media capability.
- 6. Resident priority court use.

The Contractor shall provide an annual base payment to be paid monthly to administer, operate and maintain Jimmy Evert Tennis Center.

The Contractor shall provide an additional percentage increase, effective on the one-year anniversary date of the executed contract.

END OF SECTION

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SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- **4.1.1** The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from the <u>City's on-line strategic sourcing platform</u>. Proposers are strongly encouraged to read the supplier tutorial available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a proposal to ensure familiarity with the use of the <u>City's on-line strategic sourcing platform</u>. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.
- **4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- **4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- **4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- **4.1.5** All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public

records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT <u>PRRCONTRACT@FORTLAUDERDALE.GOV</u>, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

- 1. Keep and maintain public records required by the City in order to perform the service.
- 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
- 4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- **4.1.6** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal. The Contractor shall provide a yearly operations summary plan.

4.2.3 Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted. <u>Contractor shall provide the following: A list of programs shall be submitted with a brief description of the scope of services. An overview of the program should include the length of time or duration of the program.</u>

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas, and methodology. Describe your proposed approach to the project.

As a part of the response, the Contractor shall provide a yearly operations summary plan.

The Proposer shall also propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. The delivery time shall be stated in calendar days from the date of City notification of award or notice to proceed with delivery. Such timeline information and proposed dates shall include, but not necessarily be limited to: delivery, installation, acceptance testing, personnel, and other related completion dates, in accordance with the RFP specifications.

Contractor shall provide the City with its emergency and hurricane evacuation plan, to include how the Contractor will secure the equipment and JETC tennis facility in the event of an emergency or hurricane.

NOTE: The project must be completed and accepted within 120 days from the City Notice to Proceed.

Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities, and other available resources you offer for the project.

Additionally, the proposal should specifically address:

- A. Who
- B. What
- C. When
- D. Where
- E. Why
- F. How

4.2.5 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

4.2.6 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.7 Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

4.2.8 Required Forms

A. Proposal Certification

Complete and attach the Proposal Certification provided herein.

B. Cost Proposal

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

C. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

D. Non-Discrimination Certification Form

This form is to be completed and inserted in this section.

E. Local Business Preference (LBP) – N/A

This form is to be completed, if applicable, and inserted in this section.

F. Disadvantaged Business Enterprise Preference (DBEP) – N/A

This form is to be completed, if applicable, and inserted in this section.

G. Contract Payment Method – N/A

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

H. E-Verify Affirmation Statement

This form must be completed and returned with your proposal.

I. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

J. W-9 for Proposing Firm

This form must be completed and returned with your proposal.

K. Active Status Page from Division of Corporations – Sunbiz.org Provide PDF of current page with your proposal.

END OF SECTION

SECTION V - EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid/Proposal Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid/Proposal, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: <u>https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award</u>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <u>https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/bid-results</u>, or any interested party may call the Procurement Services Division at 954-828-5933.

- **5.1.2** Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be in attendance at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.
- **5.1.3** The Committee may short list Proposals that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.
- **5.1.4** The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.
- **5.1.5** The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each Proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

Understands the scope of the project	
References, past performance, years in business	
Total Project Cost	
TOTAL PERCENT AVAILABLE:	100%

5.3 Contract Award

The City reserves the right to award a contract to that Consultant who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept

or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION

SECTION VI - COST PROPOSAL PAGE

Proposer Name: _____

The City of Fort Lauderdale is seeking an annual base payment, to be paid in monthly increments to the City, to administer, operate and maintain Jimmy Evert Tennis Center.

1. Enter the amount you propose to pay as the annual base payment.

\$	
In Numbers	In Words

2. Enter the monthly amount you propose to pay that calculates to the annual base payment above.

\$___

In Numbers

In Words

The City of Fort Lauderdale is seeking an annual percentage increase in addition to the annual base payment.

3. Annual Percentage increase to the annual base payment.

\$_____ In Numbers

In Words

Submitted by:

Name (printed)

Signature

Date

CAM #23-1075 Exhibit 2 Page 35 of 101

Title

CITY OF FORT LAUDERDALE GENERAL CONDITIONS

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS: The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY: Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS: It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS: Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT: If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES: For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

- 1.08 NO BIDS: If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS: The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian. HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race. NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION: It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set
aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES: As a condition precedent to the effectiveness of this Agreement, subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2022), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Section 215.4725, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged i

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

 $BID-a\ price\ and\ terms\ quote\ received\ in\ response\ to\ an\ ITB.$

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER - A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER - Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR - Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- **3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED: Deduct trade discounts and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears

freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

- 3.04 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- **3.05** WARRANTIES OF USAGE: Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL: When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS: The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- **3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS: The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION: Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- **3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- **3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered <u>when applicable</u>: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's funccial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- **3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- **3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 **INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an <u>ADDITIONAL INSURED for General Liability Insurance</u> and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
 - Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

- 5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

- 1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
- 2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- 3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
- 4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
- 5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.
- 5.15 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

- 1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
- 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
- 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY: If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.18 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 GOVERNING LAW; VENUE: The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

5.20 PUBLIC RECORDS:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT <u>PRRCONTRACT@FORTLAUDERDALE.GOV</u>, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

- 1. Keep and maintain public records required by the City to perform the service.
- 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- 4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.



City of Fort Lauderdale • Procurement Services Division 100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301 954-828-5933 Fax 954-828-5576 purchase@fortlauderdale.gov

AMENDMENT NO. 1

RFP Event No. 106 TITLE: Management of the Jimmy Evert Tennis Center (JETC)

ISSUED: 5/30/2023

This amendment is being issued to make the following change(s):

1. There will be additional access to view the court reservation log sheets for January 2023 to May 29, 2023. The log sheets can be viewed in the conference room of the Jimmy Evert Tennis Center on June 1, 2023 from 1:30 p.m. to 2:30 p.m. No photocopy of scanning service will be available.

All other terms, conditions, and specifications remain unchanged.

Company Name: _________(please print)

Bidder's Signature:

Date:



NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Authorized Signature

Title

Name (Printed)

Date

Rev 09-2022 CAM #23-1075 Exhibit 2 Page 43 of 101



CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature

Print Name and Title

Date

Forms Non-ISO 09/2022

CAM #23-1075 Exhibit 2 Page 44 of 101



E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No:

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title:

Date: _____

CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically
through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid
submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration)		EIN (Optional):
Address:		
City:		State:Zip:
Telephone No.:	FAX No.:	Email:

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Total Bid Discount (section 1.05 of General Conditions):

Check box if your firm qualifies for DBE (section 1.09 of General Conditions):

<u>ADDENDUM ACKNOWLEDGEMENT</u> - Proposer acknowledges that the following addenda have been received and are included in the proposal:

| Addendum No. Date Issued |
|--------------------------|--------------------------|--------------------------|--------------------------|
| | | | |
| | <u> </u> | <u> </u> | <u> </u> |
| | | | |
| | | | |

<u>VARIANCES</u>: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Company:	10	Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier:	1678	Supplier Name: Casely Tennis Foundation, Ir	nc.
Supplier Contact:	1	Supplier Contact Name: Carlos Casely	
Date Received:	05/23/2023 11:45:20 PM	1	
Date Answered:	05/26/2023 10:02:23 AM	1	
Question:		evenues and Expenses from all tennis operations and services for , providing a detail of each income and expense category.	or the years 2018 and 2019, 2021, and 2022, and current
Answer:		epresents both tennis centers the City operates, George Englishes and benefits for Tennis staff.	h and JETC, with JETC contributing about 60% - 70 %.
	FY23 YTD Expenses, \$73 FY23 YTD Revenue, \$54		
	FY22 Expenses, \$1,168, FY22 Revenue, \$983,07		
	FY21 Expenses, \$1,060, FY21 Revenue, \$841,58		
	FY20 Expenses, \$852,29 FY20 Revenue, \$573,51		
	FY19 Expenses, \$895,53 FY19 Revenue, \$686,83		
	FY18 Expenses, \$891,24 FY18 Revenue, \$684,28		

Company: 10	Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier: 1678	Supplier Name: Casely Tennis Foundation, Inc	c.
Supplier Contact: 1	Supplier Contact Name: Carlos Casely	
Date Received: 05/23/2023 11:54:25	5 PM	
Date Answered: 05/26/2023 09:51:52	2 AM	
Question: Please provide the A	nnual base payments of current operator, annual percentage increas	se of current operator, as well as provide an example of

Question: Please provide the Annual base payments of current operator, annual percentage increase of current operator, as well as provide an example of how the annual percentage increase is calculated.

Answer: The City of Fort Lauderdale is the current operator.

Company: 10	Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)	
Supplier: 1678	Supplier Name: Casely Tennis Foundation, Inc	2.	
Supplier Contact: 1	Supplier Contact Name: Carlos Casely		
Date Received: 05/24/2023 12:00:0	16 AM		
Date Answered: 05/26/2023 09:59:00 AM			
Question: Please provide a list of all programs provided and products sold by the current operator and their associated price.			
Answer: The City of Fort Lauderdale is the current operator. Please see attached JETC Fees			

Company:	10	Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier:	1678	Supplier Name: Casely Tennis Foundation, Inc.	
Supplier Contact:	1	Supplier Contact Name: Carlos Casely	
Date Received:	05/24/2023 12:02:58 AM		
Date Answered:	05/26/2023 09:52:38 AM		
Question:	Please provide a detail of all p	ayments from current operator to the City for the years 201	8, 2019, 2021, and 2022.

Answer: The City of Fort Lauderdale is the current operator.

Company:	10	Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier:	1678	Supplier Name: Casely Tennis Foundation, Inc.	
Supplier Contact:	1	Supplier Contact Name: Carlos Casely	
Date Received:	05/24/2023 12:09:00 AM		
Date Answered:	05/26/2023 09:53:18 AM		
Question:	Please provide a detail of all st	aff employed by the current operator at the JETC.	

Answer: The City of Fort Lauderdale is the current operator.

Company: 10	Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier: 1678	Supplier Name: Casely Tennis Foundation, Inc	2.
Supplier Contact: 1	Supplier Contact Name: Carlos Casely	
Date Received: 05/24/2023 12:1	5:30 AM	
Date Answered: 05/26/2023 09:5	5:02 AM	
Question: Please provide da	aily per hour court reservations log for January 2023 to present indicatin	ng whether the reservation was for play or for a lesson.
Answer: These logs will be	e available to view during the site visit on May 30 from 9:30am-10:30am	n. The size/volume of this information prohibits us from

Answer: These logs will be available to view during the site visit on May 30 from 9:30am-10:30am. The size/volume of this information prohibits us from attaching this log electronically.

Company:	10 Event #	106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier:	1678 Supplier Name	Casely Tennis Foundation, Inc.	
Supplier Contact:	Supplier Contact Name	Carlos Casely	
Date Received:	05/24/2023 10:48:26 PM		
Date Answered:	05/26/2023 10:00:51 AM		
Question:	How many tennis coaches are currently teaching at JETC?		
	What is the financial arrangement between the coaches t	nat provide lessons at JETC and The City?	
	Do the tennis coaches providing lessons at JETC set their	own rates?	
	There are currently 12 instructors between both tennis ce \$55/hour - \$80 with City approval	nters. Yes, per the agreement, instructors ma	ay set their own rates ranging from

Company: 10

Event #: 106-1

Event Name: Management of the Jimmy Evert Tennis Center (JETC)

Supplier: 1678

Supplier Contact: 1

Supplier Contact Name: Carlos Casely

Supplier Name: Casely Tennis Foundation, Inc.

Date Received: 05/25/2023 04:00:59 PM

Date Answered: 05/26/2023 09:50:44 AM

Question: Please provide the target start date for the selected contractor

Answer: The anticipated starting date is January 1, 2024

Company: 10	Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier: 1678	Supplier Name: Casely Tennis Foundation, Inc	с.
Supplier Contact: 1	Supplier Contact Name: Carlos Casely	
Date Received: 05/27/2023 07:30	2:38 AM	
Date Answered: 06/01/2023 10:06	33 AM	
	rther detail on each income and expense category for the years 2012, 2 ain the source of each income and expense.	2019, 2021, 2022, and current year as the detail is
Can the information	on possibly be for JETC only.	

Answer: Gross expense/revenue totals have been provided in a previous answer. We are unable to separate information for JETC only.

Company: 10	Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier: 1677	Supplier Name: Mike Costanzo Inc	
Supplier Contact: 1	Supplier Contact Name: Michael Costanzo	
Date Received: 05/26/2023 12:19	:00 PM	
Date Answered: 06/01/2023 10:05	:32 AM	
Question: How much will a (Contractor be allowed to raise the membership amounts by?	

Answer: A maximum nor minimum is listed in the RFP. This should be considered when providing the best proposal for the city by the Contractor.

Company: 10	Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier: 1678	Supplier Name: Casely Tennis Foundation, I	Inc.
Supplier Contact: 1	Supplier Contact Name: Carlos Casely	
Date Received: 05/27/2023 07:33:39		
Date Answered: 06/01/2023 10:07:34	AM	
	nation on how the City of Fort Lauderdale is compensated for the tamount change per number of students in the lesson.	tennis lessons and or camps that are taught on the tennis

Answer: The City collects all program / lesson fees. For programs, the fee is as established for the program period. For instructor taught lessons, fees are set by the instructor, they can change based on the number of students. These rates were provided in a previous answer.

Company:	10	Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier:	1678 Suppl	ier Name: Casely Tennis Foundation, Inc.	
Supplier Contact:	1 Supplier Cont	act Name: Carlos Casely	
Date Answered:	05/27/2023 07:35:13 AM 06/01/2023 10:39:06 AM Please provide the City of Fort Lauderdale staff	ing plan for the JETC including work schedules and sala	ry for each position.
-	Below is salary information for each position. A FT - Facility Worker 1- Min \$18.09-Max \$28.05	ttached is current staff schedule. hourly Annually \$37629.28-\$58,338.80 n-\$31.12 Max –Annually \$41,1775.75- \$64,736.88	

PT – Rec Specialist 1- \$15.82- \$23.06 hourly PT – Rec Maintenance Worker \$14.26-\$23.06 hourly

Company: 10	Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier: 1678	Supplier Name: Casely Tennis Foundation, Inc	c.
Supplier Contact: 1	Supplier Contact Name: Carlos Casely	
Date Received: 05/27/2023 07:37:08	3 AM	
Date Answered: 06/01/2023 10:39:40	MAIC	
Question: Please provide the City of Fort Lauderdale's staffing plan for the JETC including schedules and salaries for each position.		

Answer: This question was previously answered.

Company: 10	Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier: 1678	Supplier Name: Casely Tennis Foundation, Inc	с.
Supplier Contact: 1	Supplier Contact Name: Carlos Casely	
Date Received: 05/27/2023 08:08	3:12 AM	
Date Answered: 06/01/2023 10:08	3:42 AM	
Question: Please provide th	e following:	
1- Who currently compensated for	collects the fees for the following tennis lessons listed on the JETC FEES this program.	S: Activity 6WK Sessions, and/or how coaches are

Answer: The City collects all fees, including the Activity 6 wk sessions. Instructors are compensated per agreement via non-lesson hours at a rate of \$30/ hour or \$34/hour based on their level of certification.

Company: 10	Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier: 525	Supplier Name: 3Ps Soccer Pros LLC	
Supplier Contact: 1	Supplier Contact Name: Luis Valero	
Date Received: 05/29/2023 06:18:22 PM		
Date Answered: 06/01/2023 10:09:32 AM		
Question: Are the current rates of servi	ces provided, and goods sold by the current operator to I	be maintained or can be modified by the new contractor?

Answer: The current rates for services were provided in a previous answer. The current operator is the City. It is up to the proposer to determine, we do not have any requirements other than what is listed in the RFP.

Company: 10	Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier: 1677	Supplier Name: Mike Costanzo Inc	
Supplier Contact: 1	Supplier Contact Name: Michael Costanzo	
Date Received: 05/30/2023 07:08:25	5 PM	
Date Answered: 06/02/2023 10:29:13 AM		
Question: Will the Contractor be allowed to change the name of the facility?		

Answer: Changing the name of the facility is not permissible, however, with approval, a sub-name may accompany materials with approval from the City.

Company: 10	Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier: 1677	Supplier Name: Mike Costanzo Inc	
Supplier Contact: 1	Supplier Contact Name: Michael Costanzo	
Date Received: 05/30/2023 07:09:4		
Date Answered: 06/02/2023 10:36:1	8 AM	
Question: Will the facility be allowed to alter the premises? Will the Vendor be allowed to add pickle ball courts or transform tennis courts into Pickleball courts? Will the vendor be allowed to add a gym of any sort?		ckle ball courts or transform tennis courts into Pickleball

Answer: The Contractor will not be allowed to add Pickleball courts. After bond renovations, the City is open to discuss structural changes to the facility.

Company: 10	Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier: 1677	Supplier Name: Mike Costanzo Inc	
Supplier Contact: 1	Supplier Contact Name: Michael Costanzo	
Date Received: 05/30/2023 07:12	2:48 PM	
Date Answered: 06/02/2023 10:29	2:58 AM	
	Question: How many courts must the Vendor leave "Open" for public use at any given time? For example, if the vendor chooses to create a junior tennis academy, is there a limit to the amount of courts that they can use for their academy?	
Answer: On a regular basis	Answer: On a regular basis 9 courts (half of clay) must be available for public use. Request use of additional/all courts for tournaments/special events	

must be preapproved by designated City personnel.

Company: 10	Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier: 1678	Supplier Name: Casely Tennis Foundation, Inc	с.
Supplier Contact: 1	Supplier Contact Name: Carlos Casely	
Date Received: 05/30/2023 08:31:36 P	PM	
Date Answered: 06/02/2023 10:30:49 A	λM	
Question: Will the existing court	management and maintenance equipment including utility vehicle	as and golf carts remain for use by the awarded vendor?

Question: Will the existing court management and maintenance equipment including utility vehicles and golf carts remain for use by the awarded vendor? **Answer:** The City is open to negotiation with the Contractor for use of maintenance equipment and golf carts.

Company: 10	Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier: 525	Supplier Name: 3Ps Soccer Pros LLC	
Supplier Contact: 1	Supplier Contact Name: Luis Valero	
Date Received: 05/30/2023 11:2	20:13 PM	
Date Answered: 06/02/2023 10:3	31:45 AM	
Oursetiens Will the siturn	vide the software kersistrations system surrently used to the contractor? If	f not what would be the east of keeping this system?

Question: Will the city provide the software/registrations system currently used to the contractor? If not, what would be the cost of keeping this system? **Answer:** No. The Contractor must secure their own software. Non-City personnel are not allowed to access City software.

Company: 10	Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier: 525	Supplier Name: 3Ps Soccer Pros LLC	
Supplier Contact: 1	Supplier Contact Name: Luis Valero	
Date Received: 05/30/2023 11:26:0		
Date Answered: 06/02/2023 10:32:4	14 AM	
Question: How many courts need to be available during the week/weekend for rental besides the 4 courts open for lessons of the coaches? Example: If the contractor is running a clay court tournament, could the contractor use 14 out of the 18 courts?		

Answer: The request for use of additional/all courts for tournaments/special events must be preapproved by designated City personnel.

Company:	10 Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier:	1678 Supplier Name: Casely Tennis Foundation, In	ιс.
Supplier Contact:	1 Supplier Contact Name: Carlos Casely	
Date Received:	06/01/2023 05:25:17 PM	
Date Answered:	06/05/2023 06:32:39 PM	
Question:	Please provide annual payroll for all City staff at the JETC for the years 2021, 2022, and current year to date. Please indicate if the if information is only available for both tennis centers and what approximate percentage is attributable to JETC.	
Answer:	Financial statements attached FY18 - FY23. Character code descriptions for starting numbers: 1 = Salary / Wages, 2 = Fringe Benefits, 3 = Services / Materials and 4 = Other Operating Expenses	

Company:	10 Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)		
Supplier:	1678Supplier Name: Casely Tennis Foundation, Inc.			
Supplier Contact:	1 Supplier Contact Name: Carlos Casely			
Date Received:	ed: 06/01/2023 05:43:12 PM			
Date Answered:	06/05/2023 06:33:08 PM			
	Please provide total annual payments to tennis coaches at the JETC for the years 2021, 2022, and current year. Please indicate if the information is only available for both tennis centers and what approximate percentage is attributable to JETC.			
	Financial statements attached FY18 – FY23. Character code descriptions for starting numbers: 1 = Salary / Wages, 2 = Fringe Benefits, 3 = Services / Materials and 4 = Other Operating Expenses			

Company:	10 Event #:	106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)		
Supplier:	1559 Supplier Name:	Tennis4Sloane Inc			
Supplier Contact:	1 Supplier Contact Name:	Sloane Stephens			
Date Received: 06/01/2023 05:58:12 PM Date Answered: 06/05/2023 06:34:38 PM					
	Please elaborate on the city's vision for JETC based on this RFP. Is it the desire for a groundskeeping and ongoing operations situation or moreso for a long-term vision and growth partner that can return the facility to a world-class tennis facility				
	: The City is seeking an experienced Contractor that has the capacity to provide quality service to members/guests at JETC and compensation to the City.				

Company: 10	Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)			
Supplier: 1559	Supplier Name: Tennis4Sloane Inc				
Supplier Contact: 1	Supplier Contact Name: Sloane Stephens				
Date Received: 06/01/2023 05:58:27 PM					
Date Answered: 06/05/2023 06:35:24 PM					
Question: What is the role of the JETC Development Fund (EIN: 65-0951325) in both this RFP process and the ongoing management of the park?					
Answer: There is no role in the RFP or park management.					

Company: 10	Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)			
Supplier: 1559	Supplier Name: Tennis4Sloane Inc				
Supplier Contact: 1	Supplier Contact Name: Sloane Stephens				
Date Received: 06/01/2023 05:58:3	36 PM				
Date Answered: 06/05/2023 06:36:02 PM					
		and the ball of a 2			
Question: When will the city hear back about the \$1.5mm in potential reinvestment funds to renovate the building?					

Answer: 3.5 million will be used to address the priorities noted from the bond public outreach which includes sub irrigation, lighting, and fence work.
Company: 10	Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)		
Supplier: 1559	Supplier Name: Tennis4Sloane Inc			
Supplier Contact: 1	Supplier Contact Name: Sloane Stephens			
	Date Received: 06/01/2023 05:58:45 PM			
Date Answered: 06/05/2023 06:36:	44 PM			
Question: Please provide any detail or plans on using the \$3.5mm bond and the flexibility to amend the scope of work. Could the \$3.5 and \$1.5 funding b combined in the refurbishment of the park?				

Answer: 3.5 million will be used to address the priorities noted from the bond public outreach which includes sub irrigation, lighting, and fence work.

Company:	10 Event	#: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier:	1559 Supplier Nar	ne: Tennis4Sloane Inc	
Supplier Contact:	1 Supplier Contact Nam	ne: Sloane Stephens	
Date Received:	06/01/2023 05:58:55 PM		
Date Answered:	06/05/2023 06:44:22 PM		
-	Please provide a map of the JETC and surrounding area available.	that includes dimensions/measurements for th	ne purpose of redesigning the footprint
Answer:	Attached is the JETC site plan.		

Company:	10 Event #:	106-1 E v	vent Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier:	1559 Supplier Name:	Tennis4Sloane Inc	
Supplier Contact:	1 Supplier Contact Name:	Sloane Stephens	
Date Received:	06/01/2023 05:59:05 PM		
Date Answered:	06/05/2023 06:37:33 PM		
-	Thank you for providing revenue and expenses figures which show a \$200,000 loss on average. It is essential for forecasting to access actual statements of revenues and expenses for the year. Are they available?		
	Financial statements attached FY18 – FY23. Character coordinates $C_{\rm Services}$ / Materials and 4 = Other Operating Expenses	de descriptions for starting numbers: $1 = Salary$	/ / Wages, 2 = Fringe Benefits, 3 =

Company: 10	Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier: 1559	Supplier Name: Tennis4Sloane Inc	
Supplier Contact: 1	Supplier Contact Name: Sloane Stephens	
Date Received: 06/01/2023 05:59:1		
Date Answered: 06/05/2023 06:39:5	4 PM	
Question: Please provide any juniors] , as well as	utilization statistics on the number of resident vs. non-resident parti use of court time.	icipants as it relates to memberships and type [i.e. family,

Answer: Membership report with residency totals attached. We can't provide report for RES/NR use of court time.

Company: 10

Event #: 106-1

Event Name: Management of the Jimmy Evert Tennis Center (JETC)

Supplier: 1559

Supplier Contact: 1

Supplier Name: Tennis4Sloane Inc Supplier Contact Name: Sloane Stephens

Date Received: 06/01/2023 05:59:23 PM

Date Answered: 06/05/2023 06:41:22 PM

Question: Who are the members of the Evaluation Committee?

Answer: The Committee has not yet been established.

Company: 10	Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier: 1559	Supplier Name: Tennis4Sloane Inc	
Supplier Contact: 1	Supplier Contact Name: Sloane Stephens	
Date Received: 06/01/2023 05:59:2	29 PM	
Date Answered: 06/05/2023 06:41:4	↓1 PM	
Question: The City of Fort Lau	iderdale is listed in the entities requesting the RFP, are they in the bi	dding process as well?
Answer: No		

JETC could be best utilized.

Company:	10 Event #	: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier:	1559 Supplier Name	: Tennis4Sloane Inc	
Supplier Contact:	1 Supplier Contact Name	: Sloane Stephens	
Date Received:	06/01/2023 08:10:01 PM		
Date Answered:	06/06/2023 01:49:20 PM		
-	Question: Is it possible to have a list of the recommendations the concerned citizen group JETC Advisory Board made to the commissioner when they met prior to the RFP announcement?		
	The Committee's conversations with City management in upgrades to equipment as well as raising the functionality		

Company:	10 Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier:	1682Supplier Name: FM Tennis LLC	
Supplier Contact:	1 Supplier Contact Name: Brandon Flanagan	
Date Received:	06/02/2023 03:03:32 PM	
Date Answered:	06/05/2023 06:04:17 PM	
-	There are certain days on the schedule in which there are three PT maintenance staff unt of these particular staff members?	til 10:00pm. Can you outline the task and responsibilities
Answer	The primary responsibilities for PM part-time maintenance are: tennis court grooming ten	onis court maintenance, irrigation control and

Answer: The primary responsibilities for PM part-time maintenance are: tennis court grooming, tennis court maintenance, irrigation control and maintenance, janitorial service, litter control, waste disposal, general facility maintenance and duties as assigned.

Company: 10	Event #: 106-1	Event Name: Management of the Jimmy Evert Tennis Center (JETC)
Supplier: 1678	Supplier Name: Casely Tennis Foundation, Inc	с.
Supplier Contact: 1	Supplier Contact Name: Carlos Casely	
Date Received: 06/03/2023 04:15:09	9 PM	
Date Answered: 06/05/2023 06:47:53	3 PM	
	otal amount of payroll expense for staff of the JETC that are City Emp a amount includes George English Tennis Center staff, if so what per	

Answer: Financial statements have been provided in previous answers. Estimate percentage for payroll is 25% GETC, 75% JETC.

Company: 10	Event #:	106-1 Event Name	: Management of the Jimmy Evert Tennis Center (JETC)
Supplier: 167	7 Supplier Name:	Mike Costanzo Inc	
Supplier Contact: 1	Supplier Contact Name:	Michael Costanzo	
Date Received: 06/0 Date Answered: 06/0			
Question: TAC	represents the players and membership as a whole to	ensure the best possible facility for the players.	
Will	the Tennis Advisory Committee (TAC) have the ability	to provide input on a potential vendor?	

Answer: TAC will not have any special treatment regarding this process. They will not have anymore or less direct input as anyone else. Although we value TAC's knowledge, input and contributions they are not a recognized city board and does not have any purview over this process.

Faml6450 - Organization Summary Inquiry

Balance Type (Y,M,Q,A): Y Funding Period: Fiscal Month/Year: 13 2018 ADADJ2018 Currency Code: Funding Period:

Index Code: PKR033501TENNIS PROGRAMSOrganization:Char:Object:Fdtp:Fund:Project:Proj Dtl:Grant:Grant Dtl:

User Code:

Sfnd:

Subobj	Description	Budget	Actual	Encumbered	Balance
J702	PROGRAM FEES-DAY C	27,000	16,788		-10,212
K226	ADULT PROGRAMS	28,000	40,166		12,166
K227	MEMBERSHIPS	130,000	114,547		-15,453
K231	YOUTH PROGRAMS	50,000	62,929		12,929
K252	TENNIS COURT RENTA	105,000	83,041		-21,959
K253	TENNIS LESSONS	280,000	264,240		-15,761
K254	TENNIS TOURNAMENTS	60,000	75,952		15,952
K255	CONCESSION REVENUE	27,000	23,438		-3,562
N900	MISCELLANEOUS INCO		3,189		3,189
	REVENUE TOTAL	707,000	684,288		-22,712
1101	PERMANENT SALARIES	187,929	192,294		-4,365
1104	TEMPORARY SALARIES	5,346			5,346
1107	PART TIME SALARIES	154,960	110,264		44,696
1110	SICK CONV TO CASH		515		-515
1119	PAYROLL ACCRUAL		-5,435		5,435
1201	LONGEVITY PAY	1,650	1,650	-	
1316	UPGRADE PAY		121		-121
1407	EXPENSE ALLOWANCES	960	960		
1413	CELLPHONE ALLOWANC	1,200	1,200		
1501	OVERTIME 1.5X PAY	2,080	3,932		-1,852
2104	MILEAGE REIMBURSE	450	253		197
2204	PENSION - GENERAL	9,854	9,854		
2299	PENSION - DEF CONT	12,870	13,129		-259
2301	SOC SEC/MEDICARE	27,091	22,669		4,422
2307	YEAR END FICA ACCR		-423		423
2404	HEALTH INSURANCE	33,363	36,663		-3,300
3213	COACH/UMP SERV	17,165	17,095		70
3231	FOOD SERVICES		5,311		-5,311
3243	PRIZES & AWARDS		361		-361
3246	RECREATION PROG	299,500	295,678		3,822
3249	SECURITY SERVICES	1,500	4,046		-2,546
3299	OTHER SERVICES		4,568		-4,568
3304	OFFICE EQUIP RENT	1,400	1,076		324
3407	EQUIP REP & MAINT	1,000			1,000
3428	BLDG REP & MAINT	111,500	103,292		8,208
3601	ELECTRICITY	25,948	23,710		2,238
3613	SPECIAL DELIVERY		25		-25
3901	ATHLETIC EQUIP/SUP	16,000	24,456		-8,456
3925	OFFICE EQUIP < \$50	700			700
3928	OFFICE SUPPLIES	1,000	1,500		-500
3934	RECREATN EQUIP/SUP		4,439		-4,439
3949	UNIFORMS	2,200	2,858		-658
3999	OTHER SUPPLIES	14,000	11,331		2,670



4308	OVERHEAD-FLEET	129	132	-3
4337	SERVCHG-FIRE		104	-104
4355	SERVCHG-PRINT SHOP	1,000	1,473	-473
4372	SERVCHG-FLEET REPL	1,662	1,662	
4373	SERVCHG-FLEET O&M	480	480	
4374	SERVCHG-NON FLEET	1,000		1,000
	EXPENDITURE TOTAL	933,937	891,246	42,691
	REVENUE LESS EXPE	-226,937	-206,959	19,978

Faml6450 - Organization Summary Inquiry

Balance Type (Y,M,Q,A); Y Funding Period: Fiscal Month/Year: 13 2019 ADADJ2019

Index Code: PKR033501	TENNIS PROGRAMS
Organization:	
Char:	Object:
Fdtp:	Fund:
Project:	Proj Dtl:
Grant:	Grant Dtl:
User Code:	

Currency Code: Funding Period:

Sfnd:

Subobj	Description	Budget	Actual	Encumbered	Balance
J702	PROGRAM FEES-DAY C	27,000	18,725		-8,276
K226	ADULT PROGRAMS	28,000	48,609		20,609
K227	MEMBERSHIPS	125,000	120,647		-4,353
K231	YOUTH PROGRAMS	50,000	75,395		25,395
K252	TENNIS COURT RENTA	95,000	85,407		-9,593
K253	TENNIS LESSONS	250,000	267,260		17,260
K254	TENNIS TOURNAMENTS	70,000	46,584		-23,416
K255	CONCESSION REVENUE	27,000	24,207		-2,793
	REVENUE TOTAL	672,000	686,833		14,833
1101	PERMANENT SALARIES	232,651	227,722		4,929
1104	TEMPORARY SALARIES	5,346			5,346
1107	PART TIME SALARIES	122,283	132,547		-10,264
1110	SICK CONV TO CASH		1,058		-1,058
1113	VAC MGMT CONV		190		-190
1199	OTHER REG SALARIES	1,272			1,272
1201	LONGEVITY PAY	1,650	1,650		
1316	UPGRADE PAY		371		-371
1401	CAR ALLOWANCES		2,500		-2,500
1407	EXPENSE ALLOWANCES	960	160	·	800
1413	CELLPHONE ALLOWANC	1,200	1,200		000
1501	OVERTIME 1.5X PAY	2,080	2,547		-467
2104	MILEAGE REIMBURSE	450	60		390
2119	WELLNESS INCENTIVE		1,000		-1,000
2204	PENSION - GENERAL	9,082	9,082		1,000
2299	PENSION - DEF CONT	16,758	15,832		926
2301	SOC SEC/MEDICARE	18,186	27,206		-9,020
2401	DISABILITY INSURAN		373		-373
2404	HEALTH INSURANCE	52,035	51,409		626
3199	OTHER PROF SERV		4,800		-4,800
3213	COACH/UMP SERV	17,165	12,839		4,326
3216	COSTS/FEES/PERMITS		123		-123
3231	FOOD SERVICES		602		-602
3246	RECREATION PROG	274,500	327,084	360	-52,944
3249	SECURITY SERVICES	1,500	1,429		71
3299	OTHER SERVICES		14,767		-14,767
304	OFFICE EQUIP RENT	1,400	1,093	12	295
310	OTHER EQUIP RENT		196		-196
404	COMPONENTS/PARTS		57		-57
407	EQUIP REP & MAINT	1,000			1,000
428	BLDG REP & MAINT	11,500			11,500
601	ELECTRICITY	27,500	24,294		3,206
613	SPECIAL DELIVERY	, i i i i i i i i i i i i i i i i i i i	39		-39
801	GASOLINE		32		-32



3901	ATHLETIC EQUIP/SUP	16,000	12,956		3,044
3907	DATA PROC SUPPLIES		92		-92
3928	OFFICE SUPPLIES	1,000	1,219		-219
3934	RECREATN EQUIP/SUP		3,000		-3,000
3940	SAFETY SHOES	125			125
3946	TOOLS/EQUIP < \$500		324		-324
3949	UNIFORMS	2,400	224		2,176
3999	OTHER SUPPLIES	14,500	10,252		4,248
4110	MEETINGS		2,398		-2,398
4308	OVERHEAD-FLEET	370		and the second se	-2
4355	SERVCHG-PRINT SHOP	1,000	471		529
4372	SERVCHG-FLEET REPL	1,935	1,935		
4373	SERVCHG-FLEET O&M	33	33		
4374	SERVCHG-NON FLEET	1,000			1,000
	EXPENDITURE TOTAL	836,881	895,538	372	-59,030
	REVENUE LESS EXPE	-164,881	-208,705		-44,197

Faml6450 - Organization Summary Inquiry Balance Type (Y.M.O.A): Y Europing Period:

Balance Type (Y,M,Q,A): Y	Funding Period:
Fiscal Month/Year: 13 2020 AD	DADJ2020
Index Code: PKR033501	TENNIS PROGRAMS
Organization:	
Char:	Object:
Fdtp:	Fund:
Project:	Proj Dtl:
Grant:	Grant Dtl:
User Code:	

Currency Code: Funding Period:

Sfnd:

Subobj	Description	Budget	Actual	Encumbered	Balance
J702	PROGRAM FEES-DAY C	27,000	10,440		-16,560
K226	ADULT PROGRAMS	32,000	22,152		-9,848
K227	MEMBERSHIPS	120,000	91,408		-28,592
K231	YOUTH PROGRAMS	55,000	42,916		-12,084
K252	TENNIS COURT RENTA	86,000	72,328		-13,672
K253	TENNIS LESSONS	246,000	300,072		54,072
K254	TENNIS TOURNAMENTS	75,000	22,668		-52,332
K255	CONCESSION REVENUE	24,000	11,526		-12,474
	REVENUE TOTAL	665,000	573,511		-91,489
1101	PERMANENT SALARIES	256,256	237,261		18,995
1104	TEMPORARY SALARIES	5,613			5,613
1107	PART TIME SALARIES	128,397	107,561		20,836
1110	SICK CONV TO CASH		1,095		-1,095
1119	PAYROLL ACCRUAL		10,430		-10,430
1201	LONGEVITY PAY	1,650	2,200		-550
1401	CAR ALLOWANCES	3,000	3,000		
1413	CELLPHONE ALLOWANC	1,200	1,200		
1501	OVERTIME 1.5X PAY	2,184	606		1,578
1604	DIRECT LABOR CREDI		-2,233		2,233
2104	MILEAGE REIMBURSE	450			450
2119	WELLNESS INCENTIVE	1,000	2,000		-1,000
2204	PENSION - GENERAL	9,238	9,238		_/
2299	PENSION - DEF CONT	18,525	17,502		1,023
2301	SOC SEC/MEDICARE	29,653	25,883		3,770
2307	YEAR END FICA ACCR		779		-779
2401	DISABILITY INSURAN		519		-519
2402	LIFE INSURANCE	165	30		135
2404	HEALTH INSURANCE	55,037	55,437		-400
3213	COACH/UMP SERV	17,165			17,165
3231	FOOD SERVICES		6,095		-6,095
3243	PRIZES & AWARDS		365		-365
3246	RECREATION PROG	254,860	289,107	992	-35,239
3249	SECURITY SERVICES		1,840		-1,840
3299	OTHER SERVICES	1,762	202		1,560
3304	OFFICE EQUIP RENT	1,212	1,484		-272
3322	OTHER FACIL RENT		2,682		-2,682
3407	EQUIP REP & MAINT		330		-330
3428	BLDG REP & MAINT	12,500			12,500
3437	IMP REP & MAINT		1,975		-1,975
3601	ELECTRICITY	24,187	25,674		-1,487
3901	ATHLETIC EQUIP/SUP	16,000	32,481		-16,481
3910	ELECTRICAL SUPPLIE		1,073		-1,073
3928	OFFICE SUPPLIES	1,000	1,592		-592

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3940	SAFETY SHOES	125			125
3999	OTHER SUPPLIES	10,500	11,154		-654
4308	OVERHEAD-FLEET	168	168		
4355	SERVCHG-PRINT SHOP		820		-820
4372	SERVCHG-FLEET REPL	1,793	1,793		020
4373	SERVCHG-FLEET O&M	536	536		
4374	SERVCHG-NON FLEET		416		-416
	EXPENDITURE TOTAL	854,176	852,296	992	
	REVENUE LESS EXPE	-189,176	-278,786	-992	

Faml6450 - Organization Summary Inquiry

Balance Type (Y,M,Q,A): Y Fund Fiscal Month/Year: 13 2021 ADADJ2021 Funding Period:

Index Code: PKR033501 TENNIS PROGRAMS

Organization: Char: **Object:** Fdtp: Fund: Project: Proj Dtl: Grant: **Grant Dtl:** User Code:

Currency Code: Funding Period:

Sfnd:

Subobj	Description	Budget	Actual	Encumbered	Balance
J702	PROGRAM FEES-DAY C	25,000	28,090		3,090
K226	ADULT PROGRAMS	45,000	44,069		-931
K227	MEMBERSHIPS	116,000	113,336		-2,664
K231	YOUTH PROGRAMS	70,000	42,635		-27,365
K252	TENNIS COURT RENTA	83,000	106,386		23,386
K253	TENNIS LESSONS	270,000	474,616		204,616
K254	TENNIS TOURNAMENTS	70,000	13,917		-56,083
K255	CONCESSION REVENUE	24,000	18,840		-5,160
K902	MISCELLANEOUS RECR		-309		-309
	REVENUE TOTAL	703,000	841,579		138,579
1101	PERMANENT SALARIES	252,725	253,356		-631
1104	TEMPORARY SALARIES	5,870			5,870
1107	PART TIME SALARIES	134,180	91,300		42,880
1110	SICK CONV TO CASH		1,180		-1,180
1113	VAC MGMT CONV		282		-282
1119	PAYROLL ACCRUAL		601		-601
1201	LONGEVITY PAY	2,299	2,200		99
1316	UPGRADE PAY		263		-263
1401	CAR ALLOWANCES	3,000	3,000		-205
1413	CELLPHONE ALLOWANC	1,200	1,200		
1501	OVERTIME 1.5X PAY	2,280	909		1,371
2104	MILEAGE REIMBURSE	450			450
2119	WELLNESS INCENTIVE	1,000	2,000	-	-1,000
2204	PENSION - GENERAL	10,629	10,629		-1,000
2210	PENSION - FRS	13,418	9,191		4,227
2299	PENSION - DEF CONT	18,274	15,773		2,501
2301	SOC SEC/MEDICARE	19,830	26,079		-6,249
2304	SUPPLEMENTAL FICA	10,880			10,880
2307	YEAR END FICA ACCR		49		-49
2401	DISABILITY INSURAN	657	463		194
2402	LIFE INSURANCE	182	50		132
2404	HEALTH INSURANCE	59,559	59,915		-356
2407	UNEMPLOYMENT COMP		149		
199	OTHER PROF SERV		2,516		-149 -2,516
213	COACH/UMP SERV	17,165	4,418		12,747
231	FOOD SERVICES	6,300	1,696		
246	RECREATION PROG	325,227	418,971	437	4,604
299	OTHER SERVICES	1,762	320	457	-94,181
304	OFFICE EQUIP RENT	1,200	1,114		1,442
428	BLDG REP & MAINT	113,458	33		112 425
437	IMP REP & MAINT	76,000	75,344		113,425
601	ELECTRICITY	25,300	27,943		657
628	TELEPHONE/CABLE TV		2,943		-2,643 -2,942

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3901	ATHLETIC EQUIP/SUP	16,000	20,464	6,830	-11,294
3928	OFFICE SUPPLIES	1,000	1,597	,,	-597
3999	OTHER SUPPLIES	14,500	18,827		-4,327
4308	OVERHEAD-FLEET	365		and the second se	1,527
4355	SERVCHG-PRINT SHOP	500	749		-249
4372	SERVCHG-FLEET REPL	1,781	1,781		
4373	SERVCHG-FLEET O&M	530	530		
4374	SERVCHG-NON FLEET		2,385		-2,385
	EXPENDITURE TOTAL	1,137,521	1,060,583	7,267	69,672
	REVENUE LESS EXPE	-434,521	-219,003	-7,267	208,251

Faml6450 - Organization Summary Inquiry

Balance Type (Y,M,Q,A): Y Fund Fiscal Month/Year: 13 2022 ADADJ2022 Funding Period: Index Code: PKR033501 **TENNIS PROGRAMS** Organization: Char: **Object:** Fdtp: Fund: **Project:** Proj Dtl: Grant: Grant Dtl: Hear Cade

Currency Code: Funding Period:

Sfnd:

Subobj	Description	Budget	Actual	Encumbered	Balance
J702	PROGRAM FEES-DAY C	25,000	32,007		7,007
K226	ADULT PROGRAMS	45,000	55,527		10,527
K227	MEMBERSHIPS	116,000	127,926		11,926
K231	YOUTH PROGRAMS	70,000	99,829		29,829
K252	TENNIS COURT RENTA	83,000	94,414		
K253	TENNIS LESSONS	315,000	538,520		11,414
K254	TENNIS TOURNAMENTS	45,000	13,237		223,520
K255	CONCESSION REVENUE	20,000	21,665		
K902	MISCELLANEOUS RECR		-51		1,665 -51
	REVENUE TOTAL	719,000	983,074		
1101	PERMANENT SALARIES	264,417	253,247		264,074
1104	TEMPORARY SALARIES	6,130	233,247		11,170
1107	PART TIME SALARIES	140,220	74,987		6,130
1113	VAC MGMT CONV	110,220	236		65,233
1119	PAYROLL ACCRUAL		-11,030		-236
1201	LONGEVITY PAY	2,200	2,200		11,030
1316	UPGRADE PAY	2,200	78		
1401	CAR ALLOWANCES	3,000			-78
1413	CELLPHONE ALLOWANC	1,200	3,000		
1501	OVERTIME 1.5X PAY		2,160		-960
1511	O/T - UNPLANNED -	2,390	4,538		-2,148
2104	MILEAGE REIMBURSE	450	55		-55
2119	WELLNESS INCENTIVE		1 000		450
2204	PENSION - GENERAL	2,000	1,000		1,000
2210	PENSION - FRS	11,438	11,438		
2290	PENSION - OTHER	4,182	14,600		-10,418
2299	PENSION - DEF CONT	14,950	15.50.1		14,950
2301	SOC SEC/MEDICARE	15,581	15,521		60
2304	SUPPLEMENTAL FICA	20,716	25,152		-4,436
2307	YEAR END FICA ACCR	11,390			11,390
2401	DISABILITY INSURAN		-828		828
2402	LIFE INSURANCE	553	407		146
404		187	62		125
407	HEALTH INSURANCE	64,517	60,695		3,822
410	UNEMPLOYMENT COMP WORKERS' COMP		-1,150		1,150
199		47,967	47,967		
213	OTHER PROF SERV		840		-840
231	COACH/UMP SERV	17,165	5,075		12,090
	FOOD SERVICES	6,300	6,070		230
243	PRIZES & AWARDS	500	531		-31
246	RECREATION PROG	324,672	496,290	37,408	-209,025
299	OTHER SERVICES	1,762	9,444		-7,682
428	BLDG REP & MAINT	18,458	475		17,983
437	IMP REP & MAINT			15,153	-15,153

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3516	PRINTING SERV - EX		306		-306
3601	ELECTRICITY	27,200	26,348		852
3628	TELEPHONE/CABLE TV		2,942		-2,942
3901	ATHLETIC EQUIP/SUP	29,830		The second s	
3926	FURNITURE < \$5000		700		-700
3928	OFFICE SUPPLIES	1,000	3,199		-2,199
3946	TOOLS/EQUIP < \$500		7,728		-20,222
3999	OTHER SUPPLIES	14,000	19,350	States of the state of the stat	-5,350
4308	OVERHEAD-FLEET	609	609	Contraction of the second s	5,550
4355	SERVCHG-PRINT SHOP	900	2,445		-1,545
4372	SERVCHG-FLEET REPL	1,877	1,877		1,515
4373	SERVCHG-FLEET O&M	1,030	1,030		
4374	SERVCHG-NON FLEET		2,125		-2,125
4401	AUTO LIABILITY	1,270	1,270		2,123
4407	EMP PROCEEDINGS	3,936	3,936		
4410	GENERAL LIABILITY	30,906	30,906	A DESCRIPTION OF A DESC	
4416	OTHER INS CHARGES	2,735	2,735		
4428	PROP/FIRE INSURANC	3,680	3,680		
	EXPENDITURE TOTAL	1,101,318	1,168,506	69,153	-136,341
	REVENUE LESS EXPE	-382,318	-185,432	-69,153	127,733

 Measures
 FunctionalAmount

 Company
 Operating Budget Top Level

 Currency
 Top-Level

 Currency
 Top-Level

 AccountingUnit
 COFL

 Project
 Activity Projects Top Level

 Funding Source
 All Funds Top Level

 Funding Source
 All Fund Sources Top Level

 Cost Center
 6026 - TENNIS PROGRAMS

 Project Categories Top Level
 All Fund Sources Top Level

 Funding Source
 All Fund Sources Top Level

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CalendarPeriod 2023_YTD System COFL

Ledger Operating Budget Top Level

377-300 - SERVICE CHARGE - OTHER CULTURAL' RECREATION CHARGES -85 377-300 - SERVICE CHARGE - OTHER CULTURAL' RECREATION CHARGES 643.149 10-1101 - PERMANENT SALARIES 141.745 10-1101 - FERMANENT SALARIES 141.745 10-1101 - FERMANENT SALARIES 141.745 10-1101 - FERMANENT SALARIES 16.533 10-1101 - FERMANENT SALARIES 16.733 10-1101 - FERMANENT SALARIES 16.63738 10-1101 - PART TIME SALARIES 16.673 10-1101 - VAC MGMT CONV 16.63738 10-1101 - VAC MGMT CONV 16.63738 10-1101 - VAC MGMT CONV 16.63738 10-1101 - CAR ALLOWANCES 16.600 10-1101 - CAR ALLOWANCE 1.500 10-1101 - CAR ALLOWANCE 6.00 10-1101 - CARTIME 1.5X PAY 1.501 10-1101 - CARTIME 1.5X PAY 1.502 10-1102 - SICK TERMINATION PAY 8.333 10-1107 - SICK TERMINATION PAY 6.00 20-2110 - WALLINES INCENTIVES 15.063 20-2110 - PENSION - FRS 15.063 20-2210 - PENSION - CITER 15.063	0 784,000 6,410 6,410 154,034 0 3,000 1,200 2,500	-85 -235,851 125,557 6,410 85,296 -1,608 1,500 1,500	
e view farmer salaries starties salaries salaries salaries salaries sources salaries sources control of the salaries source salaries sources survices survices sources	784,000 267,302 6,410 154,034 0 3,000 1,200 2,500	-235,851 125,557 6,410 85,296 -1,608 1,500 -930	
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ENTIVES	0	-6 350	
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(C)	4 000		
2010 101	0001	nne	
	10,447	-4.636	
	16,230	16.280	100.00%
20-2299 - PENSION - DEF CONT 8,868	16,269	7,401	
20-2301 - SOC SEC/MEDICARE	20,770	3.789	
20-2304 - SUPPLEMENTAL FICA	12,464	12 464	
20-2401 - DISABILITY INSURANCE 206	577	274	
20-2402 - LIFE INSURANCE 39	191	027	
20-2404 - HEALTH INSURANCE 36.135	57.930	196 04 404	
20-2410 - WORKERS' COMP		4 1, FU+	
	6,445	6,445	100.00%

1904 85		322 761	1 127 344	738.593	EXPENSE - EXPENSE
94.00%		52,272	55,607	3,335	40 CHAR - 40 CHARACTER
100.00%		3,697	3,697	0	40-4428 - PROP/FIRE INSURANCE
100.00%		2,388	2,388	0	40-4416 - OTHER INS CHARGES
100.00%		29,464	29,464	o	40-4410 - GENERAL LIABILITY
100.00%	3000000	7,983	7,983	0	40-4407 - EMP PROCEEDINGS
100.00%		2,615	2,615	0	46-4401 - AUTO LIABILITY
50.00%		1,098	2,196	1,098	40-4373 - SERVCHG-FLEET O&M
50.00%		1,502	3.003	1,502	40-4372 - SERVCHG-FLEET REPLACEMENT
100.00%		006	006	0	40-4355 - SERVCHG-PRINT SHOP
50.00%	100000	484	961	480	40-4308 - OVERHEAD-FLEET
89.38%		2,145	2.400	255	40-4119 - TRAINING & TRAVEL
13.59%		67,350	495,609	428,259	30 CHAR - 30 CHARACTER
33.21%		4,649	14.000	9,351	30-3999 - OTHER SUPPLIES
-34.86%		4.355	12,493	16,648	30-3946 - TOOLS/EQUIP < \$5000
4.45%		1997 - P	1,000	1,044	30-3928 - OFFICE SUPPLIES
		-435	o	40 00	30-3925 - OFFICE EQUIP < \$5000
		869-	o	598	30-3916 - JANITORIAL SUPPLIES
		-5.032	0	5,032	30-3913 - HORTICULTURAL SUP
37,86%		8,708	23,000	14,292	30-3901 - ATHLETIC EQUIP/SUP
52.18%		1,565	3,000	1,435	30-3628 - TELEPHONE/CABLE TV
20.73%		6,654	32,100	25,445	30-3601 - ELECTRICITY
		-1.050	0	1,050	30-3516 - PRINTING SERV - EXT
100.00%		15,153	16,163	0	30-3437 - IMP REP & MAINT
	I	-1,523	0	1.523	30-3434 - IMP REP MATERIALS
95.06%		17,545	18,453	913	30-3428 - BLDG REP & MAINT
4.26%		52	1,762	1.687	30-3299 - OTHER SERVICES
5.26%		19,018	361,643	342.625	30-3246 - RECREATION PROG
-45.00%		-225	500	725	30-3243 - PRIZES & AWARDS
47.32%		-1,656	3,500	5,156	30-3231 - FOOD SERVICES
		-100	0	001	30-3216 - COSTS/FEES/PERMITS
100 00%		9,000	000'8	0	20-22 12 - COACH/UMP VERV

N 23

STAFF SCHEDULES

	29 May	20 May	20 May		AFF SCHEDULES	2-Jun	2 Jun
C toff	28-May	29-May	30-May	31-May	1-Jun		3-Jun
Staff	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
PT Clerk		7:15a-2:15p(JE)	2:00-9:15p(JE)	7:15a-2:15p(JE)	7:00= 10:00=(IF)	1:30-9:15p(JE)	7:15a-12:15p(JE)
PT Clerk			7:00a-12:00p(JE)	7:00a-12:00p(JE)	7:00a-12:00p(JE)		
PT Clerk/RS1	RR12:00-4:15p(JE)	7:00 0:45=(15)	2:00-8:15p9GE)	7:30a-12:15p(GE)	2:00-8:15p(GE)	RR5:00-9:15p(JE)	
PT Clerk/RS1 PT Clerk		7:30-2:15p(JE) OFF	3:30-5:30pGE 4:00p-9:00p(JE)	2:00-6:30p(JE) 4:00p-9:00p(JE)	11:30a-4:00p(JE) 4:00p-9:00p(JE)	7:15a-1:30p(JE) 4:00p-8:00p(JE)	7:15a-12:15p(JE)
		UFF	4.00p-9.00p(JE)	4.00p-9.00p(JE)	4.00p-9.00p(JE)	4.00p-8.00p(JE)	
PT Clerk PT Clerk	12:00-6:15p(JE)						12:00-6:15p(JE)
PT Clerk PT Clerk	7:00a-12:15p(JE)		ł				
PT Clerk	7.000 12.10p(0L)	OFF	7:30a-12:15p(GE)	2:00-8:15p(GE)		7:45a-12p3:30-7p(GE)	7:30a-12:15p(GE)
PT Maint.		OFF	6:00-10:00p(JE)	6:00-10:00p(JE)	6:00-10:00p(JE)	6:00-10:00p(JE)	
FT Maint.		OFF	5:30a-2:00p(JE)	5:30a-2:00p(JE)	5:30a-2:00p(JE)	5:30a-2:00p(JE)	
FT Maint.		OFF	5:30-7:00a(JE)	5:30-7:00a(JE)	5:30-7:00a(JE)	5:30-7:00a(JE)	
PT Maint.	6:00-9:00a(JE)	6:00a-9:00a(JE)					6:00-9:00a(JE)
PT Maint.		OFF	5:30a-2:00p(JE)	5:30a-2:00p(JE)	5:30a-2:00p(JE)	5:30a-11:30a(JE)	
PT Maint.		OFF		5:00-10:00p(JE)	5:00-10:00p(JE)		
PT Maint.	6:00-9:00a(JE)	6:00a-9:00a(JE)					6:00-9:00a(JE)
PT Maint.		OFF	8:00-10:00p(JE)	8:00-10:00p(JE)			
	7:00a-12:00p(JE)				4:00p-9:15p(JE)		
FT RPC		OFF	8:00a-4:30p(GE/JE)	8:00a-4:30p(GE/JE)	8:00a-4:30p(GE/JE)	8:00a-4:30p(GE/JE)	
FT Admin Aid	e	OFF	7:15a-5:45p(JE)	10:45-9:15p(JE)	7:15a-5:45p(JE)	OFF	
				<u> </u>			(0.1
	4-Jun	5-Jun	6-Jun	7-Jun	8-Jun	9-Jun	10-Jun
0, 11							
Staff	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Staff PT Clerk							
		Monday	Tuesday	Wednesday		Friday	Saturday
PT Clerk PT Clerk	Sunday	Monday	Tuesday 2:00-9:15p(JE) 7:00a-12:00p(JE)	Wednesday 7:15a-2:15p(JE)	Thursday 7:00a-12:00p(JE)	Friday 1:30-9:15p(JE)	Saturday
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CAM #23-1075 Exhibit 2 Page 95 of 101

Pass Code	Description	Status	Count	Residency Totals
BALLM	Ball Machine Individual	Active	55	RES
BALLMFAM	Ball Machine Family	Active	4	RES
BMFAD	Ball Machine Family Addtl	Active	10	RES
JCNRA	JETC Couple NR Addtl	Active	3	NR
JECRA	JETC Couple Res Addtl	Active	43	RES
JERR10	JETC Round Robin 10 Visit	Active	36	RES
JERR20	JETC Round Robin 20 Visit	Active	2	RES
JMCNR	JETC Couple NR	Active	2	NR
JMCR	JETC Couple Res	Active	32	RES
JMFR	JETC Family Res	Active	2	RES
JMFRA	JETC Family Res Addtl	Active	6	RES
JMINR	JETC Individual NR	Active	20	NR
JMIR	JETC Individual Res	Active	162	RES
JMJR	JETC Junior Res	Active	12	RES
JMSR	JETC Senior Individual	Active	141	RES
JMSRC	JETC Senior Couple	Active	12	RES
			542	

Total Resident

Total Non-Res

517

25

Count Residency Totals	o v	S	ω		(0)	(0)	0		~	~					
Count Res	55 RES	4 RES	10 RES	3 NR	43 RES	36 RES	2 RES	2 NR	32 RES 32	2 RES	6 RES	20 NR 20	162 RES 162	12 RES	141 RES 141
Status	Active	Active	Active	Active	Active	Active	Active	Active	Active	Active	Active	Active	Active	Active	Active
			tl			isit	isit								
Description	Ball Machine Individual	Ball Machine Family	Ball Machine Family Addtl	JETC Couple NR Addtl	JETC Couple Res Addtl	JETC Round Robin 10 Visit	JETC Round Robin 20 Visit	JETC Couple NR	JETC Couple Res	JETC Family Res	JETC Family Res Addtl	JETC Individual NR	JETC Individual Res	JETC Junior Res	JETC Senior Individual
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³ ass Code	3ALLM	3ALLMFAM	3MFAD	JCNRA	JECRA	JERR10	JERR20	JMCNR	JMCR	JMFR	JMFRA	JMINR	입 CAI 진 Pag	⁄0∰23-10 ≧Exhibi e 97 of 1	あま207

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Tennis Members RES / NR 050122-043023 Tennis Membership - Residency Totals

RecTrac

Holiday Park Registration Office

User: GP Run Date/Time: 06/05/2023 @ 9:59am

	Tenn	Tannis Mambars PES / ND 060122 012022	Page: 2	Page: 2 of 3
	Ter	Tennis Membership - Residency Totals		
² ass Code	Description	Status	Count Residency Totals	
JMSRC	JETC Senior Couple	Active	12 RES 12	
Report Grand Totals			542	
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Status	Count			
Active	542			
CAM # Page S				
23-107 Exhibit 8 of 10				
5 2 1				
Holiday Park Registration Office	Office			

Page: 2 of 3

RecTrac

Tennis Members RES / NR 050122-043023

Tennis Membership - Residency Totals

ELECTION CRITERIA

SENERIC REPORT CRITERIA Custom Title: Dutput Template: Dutput Type: Preview Report: DF: Print Selection Criteria: Print Selection Criteria: SV (Raw Data): SV (Raw Data): SV Summary Option: SV Summary Option: SV Summary Option: SV Summary Option: Selection Criteria: Selection Criteria: Dint Selection Criteria: Dint Selection Criteria: Selection Criteria: Membership Start Date: Membership Expiration Date:

Tennis Members RES / NR 050122-043023 Tennis Membership - Residency Totals Summary Yes Yes Yes

Summary Data ADTEN6,BALLM,BALLMFAM,BMFAD,GCPL,HPT1 NR,RES

ADTEN6,BALLM,BALLMFAM,BMFAD,GCPL,HPT10V,HPT5V,JCNRA,JECRA,JERR10,JERR20,JMCNR,JMCR, NR,RES Active Yes

05/01/2022 - Actual Date|05/01/2022 04/30/2023 - Actual Date|04/30/2023 0

07/01/1985 - Actual Date|07/01/1985 12/31/2999 - Actual Date|12/31/2999

/isit Count Total Begin Date: /isit Count Total End Date:

Cash Drawer List Lookup:

CAM #23-1075 Exhibit 2 Page 99 of 101 Holiday Park Registration Office



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	JETC FEES			
RecTrac Code	Service Item	Fee		
	COURT FEES			
0417	Reservation Fee	\$3.00		
0412 0414	R Adult Crt Fee Before 5pm	\$6.00		
0414	NR Adult Crt Fee Before 5pm R Crt Fee After 5pm	\$9.00 \$7.00		
04140	NR Crt Fee After 5pm	\$10.50		
0426	R Ball Machine	\$10.00 \$15.00		
04260 04161	NR Ball Machine Non-Member League Match Fee	\$15.00		
0424	R Jr Daily Court Fee	\$5.00		
04240	NR Jr Daily Court Fee	\$7.50		
04241 04242	R Adult Daily Fee NR Adult Daily Fee	\$12.00 \$18.00		
0452	R Round Robin	\$6.00		
04520	NR Round Robin	\$9.00		
0436	R Jr Clinic 1.5hrs	\$22.50		
0437 0431	NR Jr Clinic 1.5hrs R Adult Clinic	\$33.75 \$15.00		
04310	NR Adult Clinic	\$22.50		
	MISC			
	WIISC			
0493	City Championships	VARIABLE		
0433	Tennis Commercial Filming	\$50.00		
3454 22203	USTA Tournament Vendors	VARIABLE		
22203	Food Vendors	VARIABLE		
04121	R Crt Special Event	\$10.00		
04141	NR Crt Special Event	\$10.00		
	INVENTORY			
02	Hat	\$16.05		
05 06	3pk Over Grip Replacement Grip	\$6.00 \$9.00		
08	Energy Bar	\$3.00		
10	1 Can Balls	\$4.00		
16	Water	\$1.00		
18 31	Gatorade 2 Gatorades	\$2.00 \$3.00		
32	Logo Bottle	\$17.12		
07	T-Shirt	\$10.70		
03 28	Towel Soda	\$6.42 \$1.00		
03D	25% Off Team Towel	\$4.82		
07D	25% off Team T-Shirt	\$8.03		
	LESSONS			
		1hr	.5 hr	3+ 4+ 5+
T-JWIL T-DMAT	Jennifer Wiley Danny Mattes	\$80.00	\$40.00 \$40.00	\$29.00 \$24.00 \$20.00 \$34.00 \$28.00 \$22.00
T-TJURH	TJ Urhobo	\$80.00	\$40.00	\$35.00 \$30.00 \$25.00
T-JMIL	Jovica Milosevic	\$70.00	\$35.00	\$26.00 \$22.00 \$16.00
T-SMU T-TKRU	Steve Mungalsingh Tom Krukiel	\$70.00 \$70.00	\$35.00 \$35.00	\$22.00 \$18.00 \$14.00 \$24.00 \$20.00 \$16.00
T-CSA	Chris Sands	\$75.00	\$37.50	\$25.00 \$20.00 \$16.00
T-AGAM	Aleksandra Gamarra	\$65.00	\$32.50	\$22.00 \$18.00 \$15.00
T-MBIA T-JGAM	Michael Bianchi Javier Gamarra	\$65.00	\$32.50 \$32.50	\$22.00 \$18.00 \$14.00 \$22.00 \$18.00 \$14.00
T-MWIL	Maurice Wiley	\$65.00 \$65.00	\$32.50	\$22.00 \$18.00 \$14.00 \$24.00 \$20.00 \$18.00
T-KSHE	Ken Sheiffele	\$64.00	\$32.00	
	ACTIVITY (6WK Sessions)	Res	Non-Res	
	+	+		
471TJ00	9:00am- 9:45am PEE WEES JR Clinic (3-4YR)	\$90.00	\$135.00	
471TA00	8:00am - 9:30am ADULT ADVANCE DRILL & PLAY	\$135.00	\$202.50	
471TJ06 471TJ07	4:00pm – 5:00pm RED BALL 1 (5-6yr) 4:00pm – 5:00pm RED BALL 2 (7-8yr)	\$90.00 \$90.00	\$135.00 \$135.00	
4711J07 471TJ02	4:00pm – 5:00pm RED BALL 2 (7-8yr) 4:00pm – 5:00pm ORANGE BALL 1 (9-10yr)	\$90.00	\$135.00	
471TJ03	4:00pm - 5:00pm ORANGE BALL 2 (9-10yr)	\$90.00	\$135.00	
471TJ14	4:00pm – 5:00pm GREEN BALL 1 (11-12yr)	\$90.00	\$135.00 \$270.00	
471TJ10 471TJ12	4:00pm – 5:30pm GREEN BALL 2 (11-12yr) 4:00pm – 6:00pm YELLOW BALL (13-18yr)	\$180.00 \$90.00	\$270.00 \$135.00	
471TA02	6:00pm –7:00pm ADULT INTERMEDIATE 1	\$90.00	\$135.00	
471TA04	6:00pm –7:00pm ADULT INTERMEDIATE 2	\$90.00	\$135.00	
471TA06 471TA08	7:00pm – 8:00pm ADULT BEGINNER 101 7:00pm – 8:00pm ADULT BEGINNER 201	\$90.00 \$90.00	\$135.00 \$135.00	
		250.00	÷155.00	
	ANNUAL PASSES (plus tax)	Res	Non-Res	
JMIR	Individula Pass	\$245.00	\$368.00	
JMCR	Couple	\$420.00	\$630.00	
JMFR	Family	\$480.00	\$720.00	
JMJR JMSR	Junior Senior Individual	\$50.00 \$215.00	\$90.00 \$322.00	
JMSRC	Senior Couple	\$390.00	\$322.00	
BALLM	Ball Machine	\$140.00	\$260.00	
BALLMFAM	Ball Machine Famiy	\$220.00	\$330.00	